

PREPARED BY AND RETURN TO:
Steven A. Brickman, Esq.
Dentons Sirote PC
P.O. Box 55727
Birmingham, Alabama 35255-5727

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

MASTER AGREEMENT

This Master Agreement (“Agreement”) is made effective as of the 17th day of June, 2024 between the **City of Pelham** (“City”), and **Jack’s Family Restaurants, LP** a Delaware limited partnership (“Jack’s”), (each a “Party” and collectively the “Parties”).

WITNESSETH:

WHEREAS, City is the owner of that certain real property situated in the City of Pelham, Alabama more particularly described on **Exhibit “B”** (“City Parcel”) attached hereto and made a part hereof.

WHEREAS, in the conveyance from the City to Jack’s of the parcel described on **Exhibit “A”** (“Jack’s Parcel”), the Parties acknowledge the Final Plat of The Grande Vista

Subdivision Plat No. 2, being a resurvey to Lot 2 The Grande Vista Subdivision, as recorded in Plat Book 59, Page 96 (“the Plat”) created a 25 foot Access Easement on the Jack’s Parcel. The parties acknowledge that Jack’s intends to construct an access road (“Jack’s Access Road”) in the location depicted on the Plat and on **Exhibit “D”** at the time it constructs a restaurant on the Jack’s Parcel, and upon completion of the City Parcel Jack’s reserves the right to prevent truck traffic from utilizing the Jack’s Access Road because of the possible damage truck traffic would cause to the Jack’s Access Road as well as the potential to disrupt business on the Jack’s Parcel.

WHEREAS, the Parties acknowledge that the City has not yet developed the City Parcel but at the same time the City Parcel is developed by the City or its successors and assign, the City, or a third party designated by the City will build an access road to City standards (“City Access Road”) which, upon completion, will be available for public use, including, without limitation by Jack’s and its employees, agents and contractor. The City Access Road is depicted and legally described on **Exhibit “C”** and **Exhibit “D”** attached hereto and made a part hereof.

WHEREAS, in the future the City will provide certain rights to Jack’s with respect to a possible monument or pylon sign (“City Monument Sign”) constructed by the City or a third party designated by the City as more fully set out herein, in the approximate location depicted on **Exhibit “D”**.

NOW, THIS INSTRUMENT, THEREFORE, for and in consideration of the premises, easements, covenants, and conditions contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Agreement. Each party agrees to construct the Jack’s Access Road and City Access Road more fully set forth in the WHEREAS Clauses referenced above.

2. In addition, it is the intent of the City to construct on the City Parcel a pylon or other sign ("City Monument Sign") which will be utilized by businesses located on the Jack's Parcel and City Parcel. The City hereby grants, bargains, sells and conveys to the Purchaser the right at its expense to place a panel or cabinet display on both sides ("Jack's Panel Sign") advertising and identify the business located on the Jack's Parcel. The Jack's Panel Sign will be on a high and prominent location on the City Monument Sign and to also grant Purchaser, at the time of the construction of the City Monument Sign, an easement, as needed for ingress and egress to install and maintain the Jack's Panel Sign. The approximate location of said sign is depicted on **Exhibit "D"**.

3. Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Alabama without regard to conflicts of laws.

4. Entire Agreement. This Agreement constitutes the entire agreement of the parties regarding the subject matter of this Agreement and the same may not be amended or modified except in writing executed by the record owners of all the property subject hereto. This Agreement is intended to run with the land and benefit and burden the parties hereto. Except as noted herein, the easements are non-exclusive but perpetual.

5. Interpretation. All pronouns and any variation thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the party or parties, or their personal representative, successors and assigns may require. The parties acknowledge that each has retained legal counsel to review and negotiate this Agreement, and the rule that any ambiguity is to be construed against the drafting party shall not apply to this Agreement. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and

provisions hereof. Each party agrees to give further assurances to the other party, by way of executing such other and further instruments and documents as may be reasonably necessary to effectuate and carry out the intents and purposes of this Agreement and the agreements contained herein.

6. Severability. If any provision of this Agreement, or the application thereof to any person or circumstances, shall for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

7. Indemnity. Each party agrees to hold harmless and indemnify the other Party from a default or breach of this Agreement. Each Party, or its successor or assigns will be responsible for maintaining the Public Access Roads on their respective parcels except the other party will hold harmless and indemnify the other Party from any liability, damages or claims, including without attorney fees arising from the negligence or willful acts of the other party or its agents, contractors or employees.

8. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original copy and all of which together shall constitute one and the same Agreement.

9. Internal Access Road. A drawing attached as **Exhibit "D"** contains a reference to Internal Access Easement ("Internal Easement"), City warrants and represents the Internal Easement has been constructed and is open to the public, including, without limitation, Jacks.

10. Future Roads. City warrants and represents that if any roads are constructed on the City Parcel they will be built to City standards and open to the public including, without limitation, to Jacks, its, employees, agents, contractors and successors and assigns.

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IN WITNESS WHEREOF, the Parties executed this Agreement on the date below acknowledged.

JACK'S FAMILY RESTAURANTS, LP

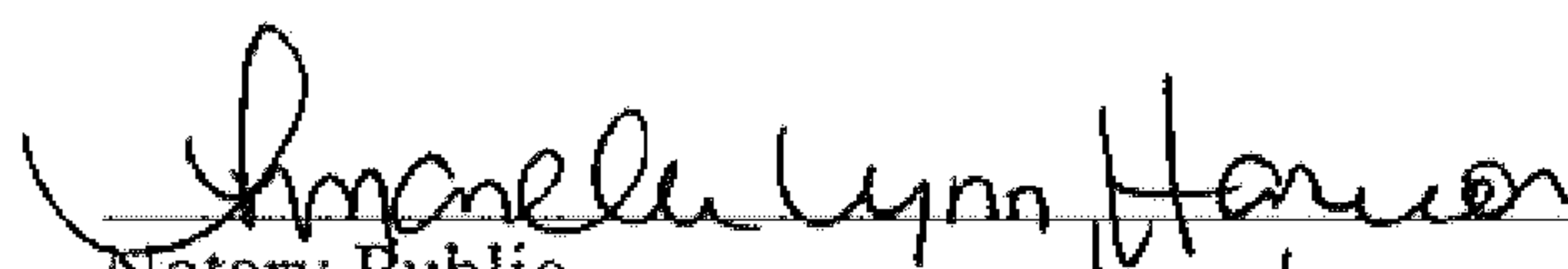
By 
Name **K. Todd Bartmess**
Title **CEO**

STATE OF ALABAMA)
JEFFERSON COUNTY)


I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that K. Todd Bartmess, whose name, as CEO of **Jack's Family Restaurants, LP**, a Delaware limited partnership, is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of the document, he/she, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said limited partnership.

GIVEN under my hand and seal, this 6 day of June, 2024.




Notary Public
My Commission Expires: 4/29/2026

GRANTOR:
CITY OF PELHAM, ALABAMA


By: 
Name: Gary W. Waters
Its: Mayor

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that GARY W. WATERS, whose name, as MAYOR of the **City of Pelham, Alabama**, is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of the document, he/she, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as an act of The City of Pelham, Alabama.

Given under my hand and official seal, this 6TH day of June, 2024.

[NOTARIAL SEAL]


Notary Public
My Commission Expires _____

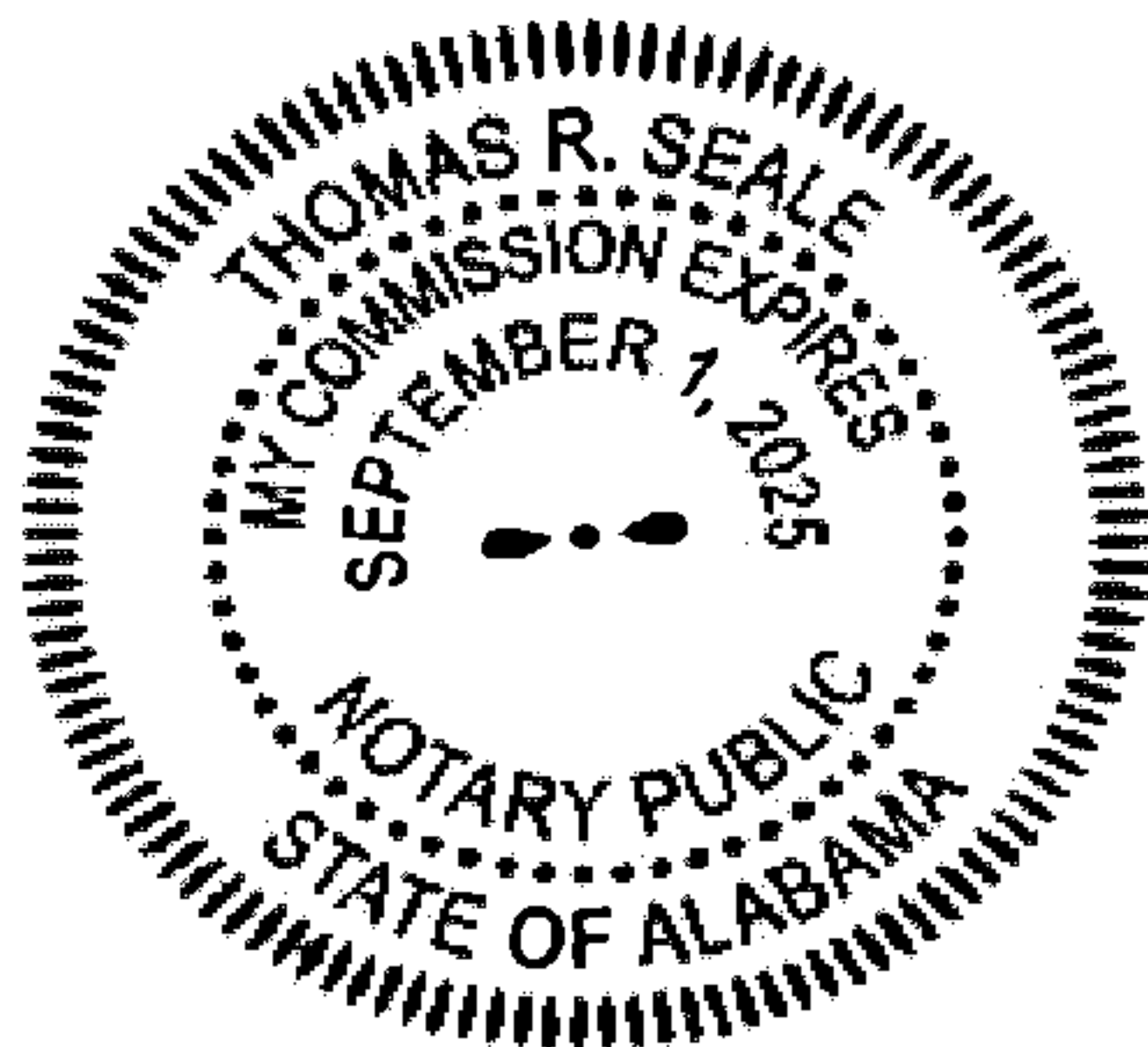


EXHIBIT A

Legal Description of Property

Lot 2-A, according to the Final Plat of The Grande Vista Subdivision Plat No. 2 being a resurvey of Lot 2 The Grande Vista Subdivision, as recorded in Map Book 59, Page 96, in the Office of the Judge of Probate of Shelby County, Alabama.

EXHIBIT B

City Parcel

Lot 2-B, according to the Final Plat of The Grande Vista Subdivision Plat No. 2 being a resurvey of Lot 2 The Grande Vista Subdivision, as recorded in Map Book 59, Page 96, in the Office of the Judge of Probate of Shelby County, Alabama.

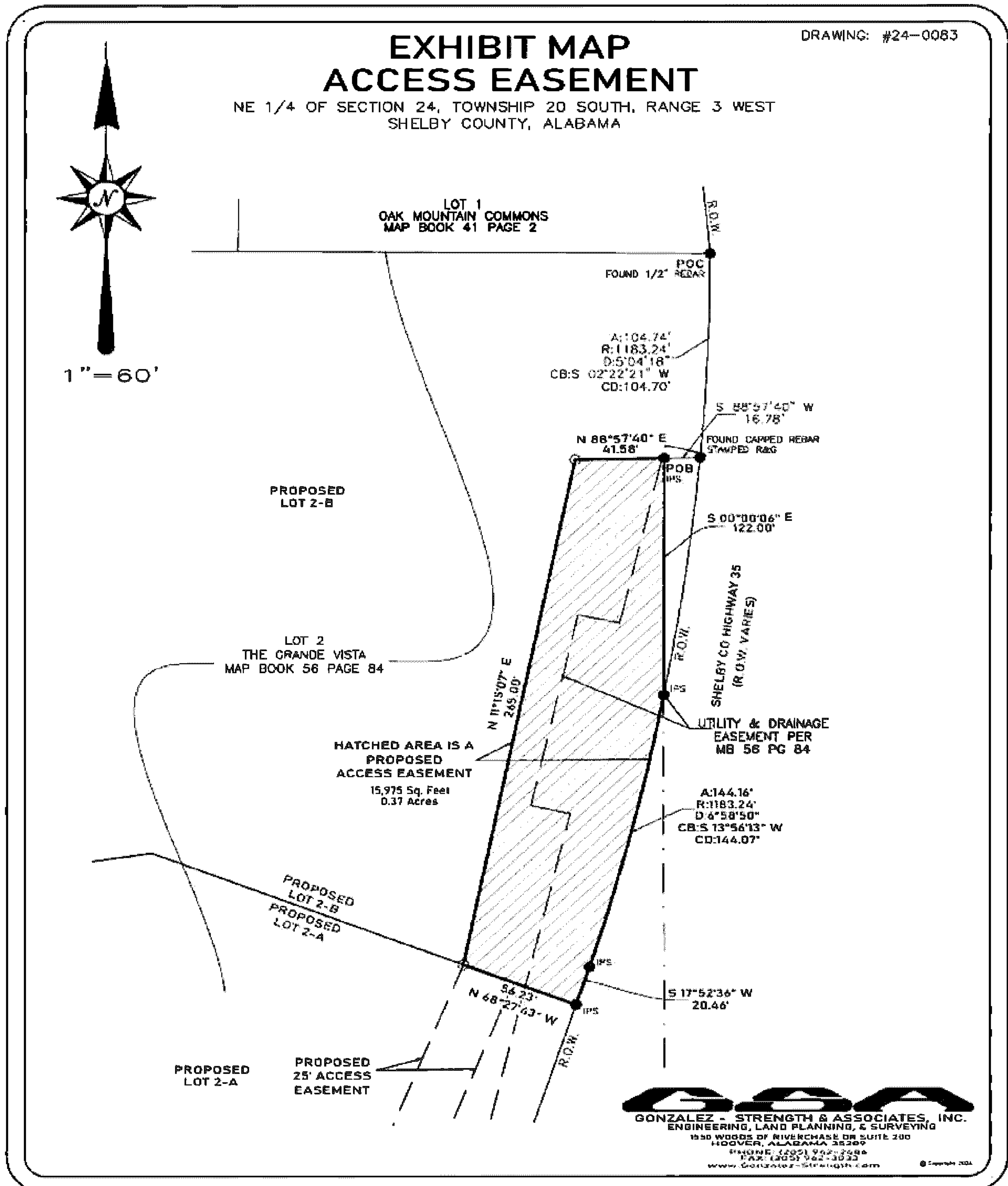
EXHIBIT C
CITY ACCESS ROAD

LOT 2-B ACCESS EASEMENT

An easement over and across a parcel of land located in Northeast one quarter of Section 24, Township 20 South, Range 3 West Shelby County, Alabama and being over a portion of Lot 2 The Grande Vista as recorded in Map 56 Page 84 in the Office of Judge of Probate Shelby County, Alabama. Said easement being more particularly described as follows:

Commence at a found 1/2 inch rebar marking the Northeast corner of the above mentioned Lot 2, said point lying on the West right of way of Shelby County Highway 35, said point also lying on a curve turning to the right having radius of 1183.24 feet, a central angle of 05 Degrees 04 Minutes 18 Seconds, a chord bearing of South 02 Degrees 22 Minutes 21 Seconds West, a chord length of 104.70 feet, thence run along the arc of said curve, along the East line of said Lot 2 and along said right of way for a distance of 104.74 feet to a found capped rebar stamped R&G; thence leaving said right of way run South 88 Degrees 57 Minutes 40 Seconds West along said Lot line for a distance of 16.78 feet to a set 5/8 inch capped rebar stamped CA-560LS, said point marking the POINT OF BEGINNING of the easement herein described; thence run South 00 Degrees 00 Minutes 06 Seconds East along said Lot line for a distance of 122.00 feet to a set 5/8 inch capped rebar stamped CA-560LS, said point lying on the aforementioned right of way, said point also lying on a curve turning to the right having radius of 1183.24 feet, a central angle of 06 Degrees 58 Minutes 50 Seconds, a chord bearing of South 13 Degrees 56 Minutes 13 Seconds West, a chord length of 144.07 feet, thence run along the arc of said curve, along said Lot line and along said right of way for a distance of 144.16 feet to a set 5/8 inch capped rebar stamped CA-560LS; thence run South 17 Degrees 52 Minutes 36 Seconds West along said Lot line and along said right of way for a distance of 20.46 feet to a set 5/8 inch capped rebar stamped CA-560LS, said point lying on the South line of the Proposed Lot 2-B The Grande Vista Plat No. 2; thence leaving said Lot 2 West line and said right of way run North 68 Degrees 27 Minutes 43 Seconds West along said Proposed Lot line for a distance of 56.23 feet to a point; thence leaving said Proposed Lot line run North 11 Degrees 15 Minutes 07 Seconds East for a distance of 265.00 feet to a point; thence run North 88 Degrees 57 Minutes 40 Seconds East for a distance of 41.58 feet to the POINT OF BEGINNING. Said easement contains 15,975 square feet or 0.37 acres more or less.

**EXHIBIT C (Cont.)
ACCESS EASEMENT MAP**





Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 06/07/2024 01:23:48 PM
 \$55.00 JOANN
 20240607000170330

Allie S. Bayl

EXHIBIT D INTERNAL ACCESS ROAD AND MONUMENT SIGN LOCATION

