

STATE OF ALABAMA)
COUNTY OF MADISON)

PERMISSIVE USE AGREEMENT

This Agreement (“Agreement”) made and entered into on this the ____ day of _____, 2026, by and between the **CITY OF MADISON, ALABAMA**, a municipal corporation (“City”), **OLD TOWN II, LLC**, an Alabama limited liability company (“Old Town”), and **TOWN MADISON BUSINESS ASSOCIATION, INC.**, an Alabama non-profit corporation (“TMBA”).

W I T N E S S E T H:

WHEREAS, the City has installed and is responsible for operating and maintaining a roundabout intersection (the “Roundabout”) in the rights of way located at the intersection of Graphics Drive / Lime Quarry Road running generally west to east, and Intergraph Way running generally north to south (the “ROW”), within the Town Madison development in the City of Madison, Alabama (“Town Madison”);

WHEREAS, the Roundabout is adjacent to Lot 1 as shown on the Final Plat of Town Madison Business Park, recorded in Plat Book 2021, Page 9 in the Office of the Judge of Probate of Madison County, Alabama (the “Lot 1”); and

WHEREAS, Old Town is the fee simple owner of Lot 1, and is one of the master developers for Town Madison; and

WHEREAS, Old Town intends to have a monument sign (the “Sign”) and related landscaping (the “Landscaping,” and together with the Sign, the “Improvements”) constructed in the center of the Roundabout, as generally depicted on the attached **Exhibit A**; and

WHEREAS, the Improvements will be located entirely within the ROW; and

WHEREAS, following construction of the Improvements by Old Town, TMBA shall own and be responsible for the maintenance, repair and replacement of the Improvements, as necessary; and

WHEREAS, the Improvements could be impacted by excavation of the ROW in connection with the City’s permitted uses; and

WHEREAS, the City of Madison Planning Commission has authorized a Master Sign Plan for Town Madison, which provides that signs and related landscaping improvements may encroach into ROWs, including the Roundabout, if the parties responsible for ownership, construction, maintenance, repair and replacement of such sign and related landscaping improvements execute an acknowledgment of City regulations regarding structures located in ROWs;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants given by the parties hereto, it is understood and agreed as follows:

1. Old Town and TMBA agree, affirm and acknowledge as follows:
 - a. That the proposed Improvements will be located in the center of the Roundabout and entirely within the ROW, infringing upon the City's unfettered access to the ROW for the purposes for which it was reserved.
 - b. That City's acquiescence of Old Town's and TMBA's encroachment and resulting infringement is permissive only and shall not be deemed to affect or diminish the City's right to the free and unfettered use of the ROW for the purposes for which it was granted, in any fashion at any time, except as otherwise expressly set forth herein.
 - c. That Old Town's and TMBA's proposed encroachment and infringement is to be permitted under this Agreement subject to the limitations and express understandings stated in the Town Madison Master Sign Plan. Old Town and TMBA acknowledge that the Madison City Code and Zoning Ordinance provide that the City may remove obstructions or signs in ROW at will, and that the City reserves its rights to do so, subject to the notice provisions provided in this Agreement.
 - d. If the City or City-authorized franchise holders ("Franchisees") are required to maintain, repair, or replace utility lines located in the ROW, the City will provide thirty (30) days' prior written notice to Old Town and TMBA of its need to excavate or otherwise access the ROW. After providing notice consistent with this paragraph, the City may remove or cause to be removed, at TMBA's sole cost and expense, the Improvements which encroach upon the ROW to the minimum extent reasonably necessary to complete the maintenance, repair or replacement within the ROW. After the City or Franchisees complete any such maintenance, repair, or replacement within the ROW, TMBA may restore and reconstruct the Improvements in accordance with this Agreement and City building and sign permit requirements. Notwithstanding the foregoing, in the event of an emergency, the City or its Franchisees may immediately access the ROW and remove or cause to be removed the Improvements, which encroach upon the ROW, as reasonably necessary to address the emergency, without giving notice, provided that the City shall give such notice to Old Town and TMBA as soon as is reasonably practicable given the circumstances. The determination of whether an emergency exists which requires immediate maintenance, repair or replacement shall be solely within the discretion of the City.
 - e. The City shall have no obligation to repair or replace any of the Improvements so removed or disturbed or to restore the surface of the ROW to the condition that existed prior to removal of the Improvements; provided, however, to the extent

reasonably possible given the circumstances related to any maintenance, repair or replacement, the City will endeavor to minimize interference with the business operations being conducted on Lot 1 and any other location(s) within Town Madison while exercising its rights to use of the ROW and the rights included in this Agreement.

- f. That no additional improvement or encroachment beyond the proposed Improvements referenced in this Agreement shall be allowed or permitted without the express, written, additional permission of the City.
 - g. Old Town and TMBA acknowledge that this Agreement extends only to use of the ROW by the City and that no agreement, representation or warranty of any kind is made by the City whatsoever regarding any use of the ROW by persons or entities other than the City.
2. Subject to the conditions stated hereinabove, the City grants its limited permission for Old Town and TMBA to construct, operate, maintain, repair and replace the proposed Improvements within the ROW.
 3. The provisions of this Agreement shall be covenants running with the land and shall be binding on the parties' successors and assigns.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals on the date and year first above written.

**City of Madison, Alabama,
a municipal corporation**

ATTEST:

By: _____
Ranae Bartlett
Mayor

Print Name: _____
Its City Clerk

Date: _____

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Ranae Bartlett, whose name as Mayor of the City of Madison, Alabama, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she, in her capacity as Mayor of the City of Madison, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation, on the day the same bears date.

Given under my hand and official seal this the ____ day of _____, 2026.

Notary Public

[Signature page to Permissive Use Agreement]

OLD TOWN:

OLD TOWN II, LLC,
an Alabama limited liability company

By: _____
Louis W. Breland, its Manager

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Louis W. Breland, whose name as Manager of Old Town II, LLC, an Alabama limited liability company, is signed to the foregoing conveyance and who is or has been made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such manager, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the _____ day of _____, 2026.

Notary Public

[Signature page to Permissive Use Agreement]

TMBA:

TOWN MADISON BUSINESS ASSOCIATION, INC.,
an Alabama non-profit corporation

By: _____
Name: _____
Its: _____

STATE OF ALABAMA)
COUNTY OF MADISON)

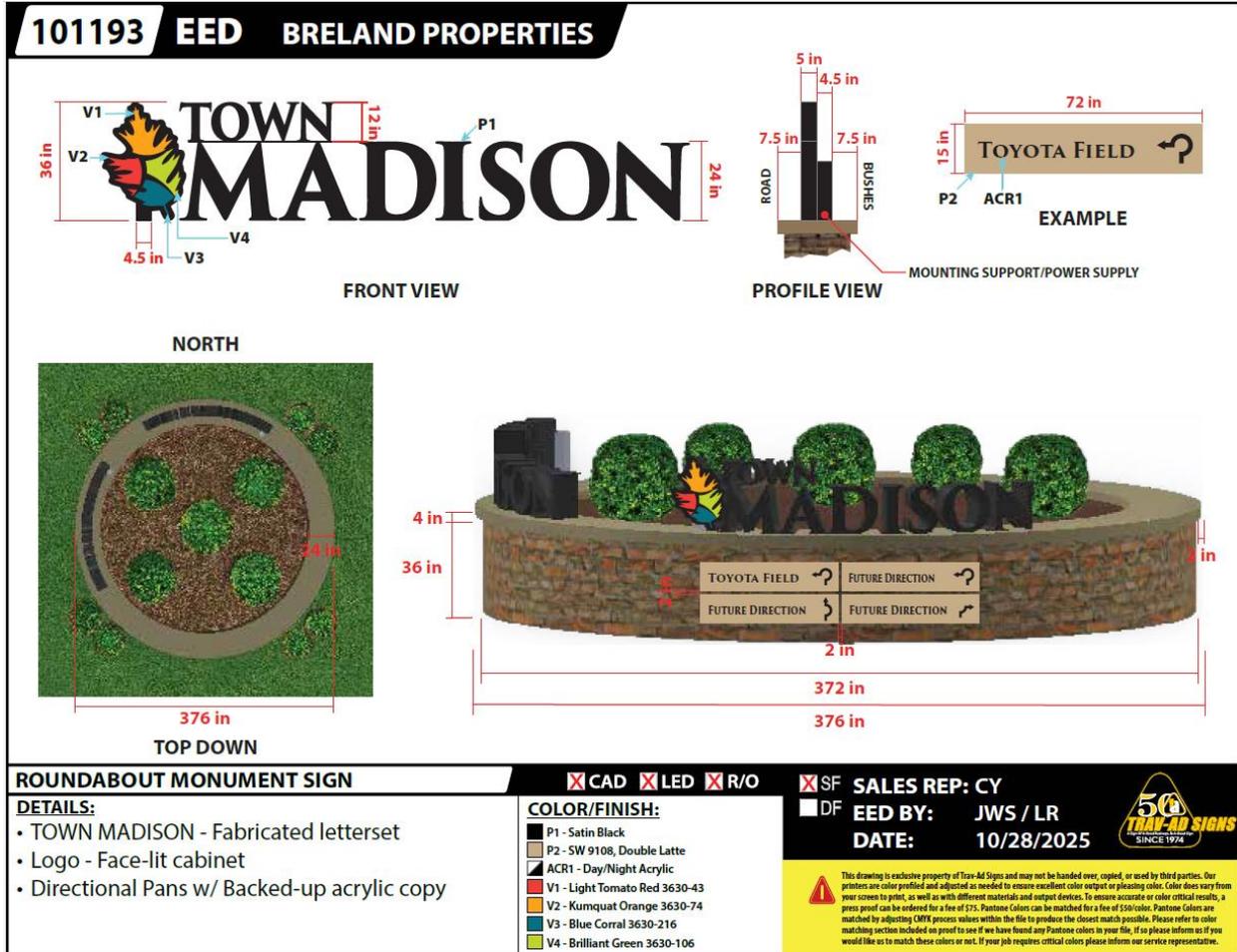
Before me, the undersigned Notary Public, in and for said County and State, personally appeared Louis W. Breland, whose name as President of Town Madison Business Association, Inc., an Alabama non-profit corporation, is signed to the foregoing instrument, and who acknowledged before me on this day that, being informed of the contents of said agreement, he, as such officer and with full authority to do so, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal, this ____ day of _____, 2026.

Notary Public
My Commission Expires: _____

EXHIBIT A

Conceptual Rendering of Roundabout Signage



Location of Roundabout Signage Marked in Red

