

STATE OF ALABAMA )

SHELBY COUNTY )

**EASEMENT FOR TRUCK TURN-AROUNDS**

11:30 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE  
009 MCD 29.00

NOW ALL MEN BY THESE PRESENTS, that:

WHEREAS:

(a) Cahaba Valley Business Park, an Alabama general partnership (hereinafter referred to as the "Grantor"), is the beneficial owner of that certain real property more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Cahaba Valley Tract") by virtue of Lease Agreement dated as of November 1, 1991, between The Industrial Development Board of the Town of Pelham (nominal title holder) and Cahaba Valley Business Park, an Alabama general partnership, recorded in Real Volume 376, Page 40, in the Office of the Judge of Probate of Shelby County, Alabama.

(b) Eugene Wilkerson and wife, Eloise W. Wilkerson (hereinafter referred to as the "Grantees"), are the owners of that certain real property more particularly described on Exhibit B attached hereto and incorporated herein by reference (the "Wilkerson Tract").

(c) Grantees have requested that Grantor grant unto the Grantees, for the benefit of the Wilkerson Tract, an exclusive, perpetual easement over, across and upon a portion of the Cahaba Valley Tract, as hereinafter described, for truck turn-around purposes.

(d) The Industrial Development Board of The Town of Pelham, as nominal title holder of the Cahaba Valley Tract, hereby joins in the execution of this Easement for Truck Turn-Arounds to evidence its consent to the granting of said easement for the benefit of the Wilkerson Tract.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, in hand paid by the Grantees to the Grantor, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of Easement:** Grantor does hereby grant, bargain, sell and convey unto the Grantees, their heirs, executors, successors and assigns, for the benefit of and as an appurtenance to the Wilkerson Tract, an exclusive, perpetual easement for truck turn-arounds (the "Easement") over, across and upon a portion of the Cahaba Valley Tract as graphically depicted on the Boundary and Topographic Survey of Miller, Triplett & Miller Engineers, Inc. dated March 19, 1993 attached hereto as Exhibit C (the "Survey"), and which is more particularly described as follows (the "Easement Property"):

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Inst # 1996-01382

Descriptions of 3 Easements for truck turn-arounds, said easements being situated North of a concrete driveway roughly paralleling the North Line of Lot 0-14A, Block 4 of Cahaba Valley Business Park, as recorded in Map Book 17, Page 23, in the Office of the Judge of Probate of Shelby County, Alabama, said easements being more particularly described as follows:

Commence at the Northeast corner of said Lot 0-14A; thence run west along the North line of said Lot 0-14A for 105.00 feet to the point of beginning of easement number one; thence 90°-00'-00" left and run South for 15.0 feet to a denied access line of said easement; thence 90°-00'-00" right and run West along said denied access line for 50.0 feet; thence 90°-00'-00" right and run North for 15.0 feet to a point on the North line of said Lot 0-14A; thence 90°-00'-00" right and run East for 50.00 feet to said point of beginning of easement number one;

Thence reverse course and run West along said North line of said Lot 0-14A for 134.0 feet to the point of beginning of easement number two; thence 90°-00'-00" left and run South for 15.0 feet to a denied access line of said easement; thence 90°-00'-00" right and run west along said denied access line for 32.0 feet; thence 90°-00'-00" right and run North for 15.0 feet to a point on the North line of said Lot 0-14A; thence 90°-00'-00" right and run East for 32.0 feet to the point of beginning of said easement number two;

Thence reverse course and run West along said North line of said Lot 0-14A for 100.0 feet to the point of beginning of easement number three; thence 90°-00'-00" left and run south for 15.0 feet to a denied access line of said easement; thence 90°-00'-00" right and run West along said denied access line for 32.0 feet; thence 90°-00'-00" right and run North for 15.0 feet to a point on the North line of said Lot 0-14A; thence 90°-00'-00" Right and run East for 32.0 feet to said point of beginning of said easement number three.

Access from said easements to the driveway on said Lot 0-14A is specifically denied.

1 No trees, building, fence, wall, barricade or other structure shall be placed in or allowed to encroach upon the Easement Property, and no change of grade, elevation or excavation shall be made thereof, without the prior written consent of the owner of the Wilkerson Tract. Grantor may use the Easement Property which is encumbered by the Easement in any manner which is not inconsistent with the intent and purpose of the Easement and which will not unreasonably



create any damage or maintenance problems for the Easement Property.

2. **Maintenance:** Grantees, their heirs, executors, successors and assigns shall be responsible for maintaining the Easement Property in good condition and repair, including repaving and removal of ice, snow, debris and other hazards, and all costs and expenses related to such maintenance and repair shall be paid entirely by the Grantees, their heirs, executors, successors and assigns. If the Grantees shall fail to maintain and repair the Easement Property in passable and good condition and repair, the Grantor, its successors and assigns, shall have the right, but not the obligation, to maintain and repair the Easement Property and the Grantees, upon receipt of written notice from the Grantor, with copies of paid receipts, shall promptly reimburse the Grantor for the cost and expense of such maintenance and repair.

3. **Indemnity:** Grantees, their heirs, executors, successors and assigns shall indemnify and hold harmless Grantor, its partners, employees, agents, successors and assigns from and against any and all liability, loss, damage, causes of action, Judgments, costs and expenses, including reasonable attorneys' fees, arising from or in any way related to the use or enjoyment of the Easement or the Easement Property by the Grantees, their heirs, executors, successors, assigns, employees, customers, agents or invitees.

4. **Covenant Running With the Land:** The Easement (i) shall be a covenant running with the land and shall constitute a burden on the Easement Property and a benefit to the Wilkerson Tract and (ii) shall inure to the benefit of and be binding upon the parties, their heirs, executors, successors and assigns.

5. **Denial of Access and Construction of Turn-Arounds:** It is expressly understood and acknowledged by the Grantees that access from the Easement Property to the private driveway located on the Cahaba Valley Tract, as shown on the Survey, is specifically denied. Further, Grantees, at their expense, shall construct the truck turn-arounds located in the Easement Property in accordance with the plans and specifications shown on that certain Topographic Survey for Eugene Wilkerson prepared by Miller, Triplett and Miller Engineers, Inc. dated April 21, 1993, and attached hereto as Exhibit D, including, without limitation the construction of the bollards as reflected on such plans and specifications.

6. **Joinder By The Industrial Development Board:** The Industrial Development Board of The Town of Pelham, as nominal title holder of the Cahaba Valley Tract, joins in the execution of this instrument for the purpose of evidencing its consent to the grant of the Easement and the benefits and burdens conferred hereby, but expressly disclaims any liability or responsibility whatsoever for the maintenance of the Easement Property or otherwise.

By: Daniel M. Spitler Jr  
Daniel M. Spitler, Jr.,  
Chairman of its Board of Directors

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that MARC EASON, DAVID BUNKIN, MARVIN ENGEL and CHARLES STEPHENS, whose names as General Partners of Cahaba Valley Business Park, an Alabama general partnership, are signed to the foregoing EASEMENT FOR TRUCK TURN-AROUNDS, and who are known to me, acknowledged before me on this day that, being informed of the contents of said EASEMENT FOR TRUCK TURN-AROUNDS, they executed the same voluntarily on the day the same bears date.

Given under my hand this 12<sup>th</sup> day of July, 1993..



Notary Public

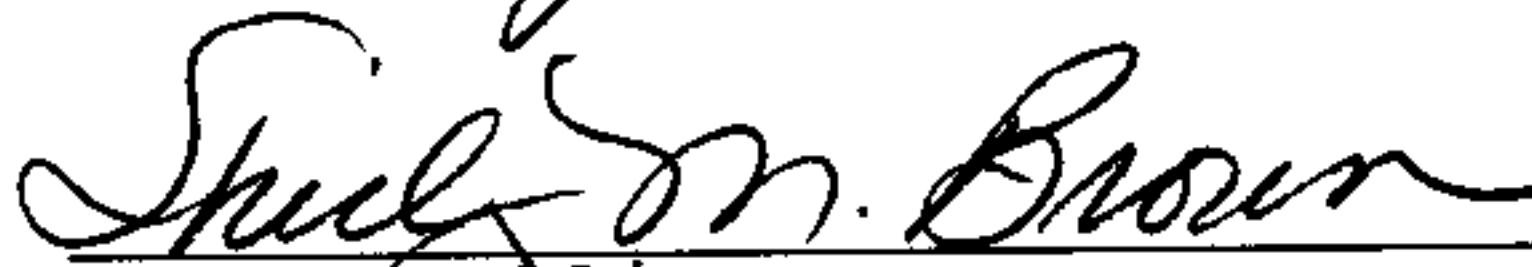
My Commission Expires: 8-6-96

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that EUGENE WILKERSON and ELOISE W. WILKERSON whose names are signed to the foregoing EASEMENT FOR TRUCK TURN-AROUNDS, and who are known to me, acknowledged before me on this day that, being informed of the contents of said EASEMENT FOR TRUCK TURN-AROUNDS, they executed the same voluntarily on the day the same bears date.

Given under my hand this 15<sup>th</sup> day of Jan, 1996.



Notary Public

My Commission Expires ~~Notary Public, Alabama State At Large~~  
~~My Commission Expires April 19, 1999~~

STATE OF ALABAMA     )

JEFFERSON COUNTY     )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that DANIEL M. SPITLER, JR., whose name as Chairman of the Board of Directors of THE INDUSTRIAL DEVELOPMENT BOARD OF THE TOWN OF PELHAM is signed to the foregoing EASEMENT FOR TRUCK TURN-AROUNDS, and who is known to me, acknowledged before me on this day that, being informed of the contents of said EASEMENT FOR TRUCK TURN-AROUNDS, he executed the same voluntarily on the day the same bears date.

Given under my hand this 12<sup>th</sup> day of July, 1993..

Margaret E. Mcinnis

Notary Public

My Commission Expires: 10/26/96



CONSENT AND JOINDER OF MORTGAGEE

The undersigned, FIRST COMMERCIAL BANK, a state banking corporation, as holder of that certain Mortgage and Indenture filed for record in Volume 376, Page 80, in the Office of the Judge of Probate of Shelby County, Alabama, does hereby consent to the execution and recording of that certain Easement for Truck Turn-Arounds dated the 12<sup>th</sup> day of July, 1993, by and between CAHABA VALLEY BUSINESS PARK, an Alabama general partnership, as owner of the Cahaba Valley Tract, and EUGENE WILKERSON and wife, ELOISE W. WILKERSON, as owners of the Wilkerson Tract, and does hereby subordinate its Mortgage to said Easement with the understanding that if said Mortgage is foreclosed, the Easement for Truck Turn-Arounds shall survive the foreclosure of said Mortgage and shall continue in full force and effect notwithstanding such mortgage foreclosure.

FIRST COMMERCIAL BANK, a  
state banking corporation

By: 

Its: SENIOR VICE PRESIDENT

STATE OF ALABAMA     )

JEFFERSON COUNTY    )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Michael R. Wishburn, whose name as Sr. Vice President of FIRST COMMERCIAL BANK, a state banking corporation, is signed to the foregoing CONSENT AND JOINDER OF MORTGAGEE and who is known to me, acknowledged before me on this day that, being informed of the contents of the CONSENT AND JOINDER OF MORTGAGEE, he, in his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the 13<sup>th</sup> day of July, 1993.



Notary Public

My Commission Expires: 6-2-96

EXHIBIT "A"

TO EASEMENT FOR TRUCK TURN-AROUNDS

Cahaba Valley Tract:

Part of Block 4 of Cahaba Valley Park North as recorded in Map Book 13, Page 140, in the Probate Office of Shelby County, Alabama,

Commence at the centerline station 35+00 Cahaba Valley Parkway which is the intersection of Cahaba Valley Parkway and Cahaba Valley Parkway West; thence run North along the centerline of Cahaba Valley Parkway for 53.56 feet; thence turn an angle to the right of  $90^{\circ} 00'$  and run East 30.00 feet to the East R.O.W. Line of Cahaba Valley Parkway and to the point of beginning; thence  $90^{\circ}$  left and run North along the said East R.O.W. of Cahaba Valley Parkway for 306.07 feet; thence  $81^{\circ} 50' 22''$  right and run Northeasterly for 272.69 feet; thence  $7^{\circ} 18' 59''$  right and run Easterly for 378.84 feet to a point on the West R.O.W. Line of Cahaba Valley Circle; thence  $90^{\circ}$  right and run Southerly along said West R.O.W. Line for 22.54 feet to the beginning of a curve to the right; said curve subtending a central angle of  $64^{\circ} 31' 39''$  and having a radius of 168.01 feet; thence run Southwesterly along the arc of said curve and along said R.O.W. Line for 189.21 feet to the end of said curve; thence at tangent to said curve run Southwesterly along said R.O.W. Line of Cahaba Valley Circle for 22.49 feet to the beginning of a curve to the right; said curve subtending a central angle of  $42^{\circ} 50' 00''$  and having a radius of 25.00 feet, thence run Westerly along the arc of said curve and along said R.O.W. Line for 18.69 feet to the end of said curve and to the beginning of a curve to the left; said curve subtending a central angle of  $132^{\circ} 50' 00''$  and having a radius of 50.00 feet; thence run Southwesterly along the arc of said curve and along said R.O.W. Line for 115.92 feet; thence from tangent of said curve turn  $90^{\circ} 00' 00''$  right and run Southwesterly for 210.00 feet; thence  $26^{\circ} 19' 00''$  right and run Westerly for 269.94 feet to the point of beginning.



EXHIBIT "B"  
TO EASEMENT FOR TRUCK TURN-AROUNDS

The Wilkerson Tract:

DESCRIPTION:

PART OF BLOCK 4 OF CAHABA VALLEY PARK NORTH, AS RECORDED IN MAP BOOK 13, PAGE 140, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA, SITUATED IN THE NORTH 1/2 OF SECTION 31, TOWNSHIP 19 SOUTH, RANGE 2 WEST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT O-14A, BLOCK 4, OF CAHABA VALLEY BUSINESS PARK, AS RECORDED IN MAP BOOK 17, PAGE 23, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA, SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF CAHABA VALLEY PARKWAY AND ALSO BEING THE SOUTHWEST CORNER OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN NORTH ALONG THE EAST LINE OF SAID CAHABA VALLEY PARKWAY FOR 64.32 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, SAID CURVE SUBTENDING A CENTRAL ANGLE OF 89°-09'-21" AND HAVING A RADIUS OF 223.71 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE FOR 348.10 FEET TO THE END OF SAID CURVE; THENCE AT TANGENT TO SAID CURVE RUN EASTERLY ALONG THE SOUTH RIGHT OF WAY LINE OF SAID CAHABA VALLEY PARKWAY FOR 374.68 FEET TO A POINT AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF CAHABA VALLEY CIRCLE, SAID POINT BEING AT THE BEGINNING OF A CURVE TO THE RIGHT, SAID CURVE SUBTENDING A CENTRAL ANGLE OF 90°-00'-00" AND HAVING A RADIUS OF 50.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID WESTERLY RIGHT OF WAY LINE OF CAHABA VALLEY CIRCLE FOR 78.54 FEET TO THE END OF SAID CURVE; THENCE AT TANGENT TO SAID CURVE RUN SOUTH ALONG THE WEST RIGHT OF WAY LINE OF SAID CAHABA VALLEY CIRCLE FOR 200.00 FEET TO THE NORTHEAST CORNER OF SAID LOT O-14A, BLOCK 4, CAHABA VALLEY BUSINESS PARK; THENCE 90°-00'-00" RIGHT AND RUN WEST ALONG THE NORTH PROPERTY LINE OF SAID LOT O-14A AND ALONG THE CENTERLINE OF A 30 FOOT WIDE DRAINAGE EASEMENT FOR 378.84 FEET TO A POINT; THENCE 07°-18'-59" LEFT AND CONTINUE ALONG SAID NORTH PROPERTY LINE OF LOT O-14A AND ALONG THE CENTERLINE OF SAID EASEMENT FOR 272.69 FEET TO THE POINT OF BEGINNING.

SAID PROPERTY CONTAINING 155,514.25 SQUARE FEET OR 3.57 ACRES, MORE OR LESS

Inst # 1996-01382

01/16/1996-01382  
11:30 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
009 MCD 29.00