

**INDEMNITY AND HOLD HARMLESS AGREEMENT**

THIS AGREEMENT is made and entered into on this 23<sup>rd</sup> day of July, 1996, by and between Michael H. Schultz and Melanie O. Schultz (herein called "Schultz") and John O. Moore, Jr. (hereinafter called "Moore").

**RECITALS**

Moore is the owner of Lot 3, Block 1, Wyngate Trace, as recorded in Map Book 12, Page 94 of the Shelby County Probate Office, and Schultz has purchased the property adjoining known as Lot 2, Block 1, Wyngate Trace as recorded in Map Book 12, Page 94, in the Shelby County Probate Office. Moore's concrete wall presently encroaches onto Schultz's property 1.2 feet along the eastern boundary per survey dated July 3, 1996 by Jimmy Gay. Moore has agreed to relocate said concrete wall if required as specified by item 1 below, and recognizes that said concrete wall encroachment is by permission only and that no permanent right exists.

Now, therefore, in consideration of the promises and the mutual covenants and conditions herein contained, the parties hereby agree as follows:

1. Moore, or subsequent owner will relocate said concrete wall if the encroachment increases to 2.0 feet, or if the encroachment interferes with or causes damage to any building, structure, pavement, utility, landscaping, etc. on or within Lot 2.
2. Moore agrees to indemnify and hold Schultz harmless as a result of the concrete wall encroachment including any development of Lot 2 which may weaken the encroaching wall and agrees to be responsible for any damages caused by the failure, breach or movement of the concrete wall.
3. Schultz agrees that said concrete wall may remain on a temporary basis.
4. This Agreement shall run with the land and shall be binding on the heirs, assigns and successors of the parties hereto.

23<sup>rd</sup> IN WITNESS WHEREOF, the undersigned have set their hands and seal on this day of July, 1996.

*Michael H. Schultz* (L.S.)  
MICHAEL H. SCHULTZ

*Melanie O. Schultz* (L.S.)  
MELANIE O. SCHULTZ

*John O. Moore, Jr.* (L.S.)  
JOHN O. MOORE, JR.

Inst # 1996-24791

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08/01/1996-24791  
08:31 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 HCO 12.80

State of Alabama  
County of Jefferson

I, the undersigned, a notary public in and for said County and State, hereby certify that Michael H. Schultz, whose name 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 conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 23<sup>rd</sup> day of July, 1996.

[Signature]  
NOTARY PUBLIC  
My commission Expires: 12/28/99

State of Alabama  
County of Jefferson

I, the undersigned, a notary public in and for said County and State, hereby certify that Melanie O. Schultz, whose name 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 conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 23<sup>rd</sup> day of July, 1996.

[Signature]  
NOTARY PUBLIC  
My commission Expires: 2/20/99

State of Alabama  
County of Jefferson

I, the undersigned, a notary public in and for said County and State, hereby certify that John O. Moore, Jr., whose name 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 conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 23 day of July, 1996.

[Signature]  
NOTARY PUBLIC  
My commission Expires: 8-20-96

Inst # 1996-24791

Return to: Claude M. Mancus  
Carter, Mason & Ward, P.C.  
Post Office Box 50007  
Birmingham, AL 35250-0007

08/01/1996-24791  
08:31 AM CERTIFIED  
JEFFERSON COUNTY CLERK OF PROBATE  
002 103 12.00