

STATE OF ALABAMA

SHELBY COUNTY

This agreement made between Sidney M. Bird and Charles W. Wade, Jr., Witnesseth:

Said, Sidney M. Bird owns Block 399 and the North half of Lot 400 according to Dare's survey of the Town of Calera, and said Charles W. Wade, Jr. owns the South half of said lot 400.

Bird's property fronts 75 feet on Montgomery Avenue, commonly called the Montgomery-Birmingham highway and the building on his lot extends to within 2 feet of the South boundary of the North half of said lot 400 and extends back 80 feet. Said lot extends back from Montgomery Avenue a distance of 133 feet. Said Wade desires to erect a building and join it to the South wall of the Bird building as it is presently situated which would encroach on Bird's property over the 2 foot strip South ; and adjacent to the South wall of the Bird building and said Wade also desires to extend the South wall of the Bird building West in a direct line with the South wall of the Bird building a distance of 53 feet and when this is extended the extension will be on the Bird property.

It is therefore agreed between the parties that Bird will deed to the said Wade the 2 foot strip of land just South and adjacent to the Bird building, which strip will be 2 feet wide off of the South side of the North half of lot 400 and extend back from the highway a distance of 133 feet, for which said Wade is to pay the sum of \$100.00 and Wade shall have the right to join, tie into or connect with the South wall of the Bird building in the construction of a new building he is contemplating erecting on his property, namely the South half of said lot 400 and shall also have the right to extend the South wall of the Bird building in a direct line for

a distance of 53 feet and said Bird shall have the right to join, tie into or connect to said wall in the event he constructs a building extending West from his present store house or building. The South wall shall be built by said Wade in extending the present South wall of said Bird building 13 inches wide and said Bird also is ;to convey to said Wade the 13 inch strip upon which to erect said extended wall 53 feet.

Said Bird has a water outlet on the South side of his building above referred to and about 60 feet from the front end thereof and said Wade agrees to furnish and maintain outlet for said water which is to be done by ;using pipe ;sufficient to carry said water and said pipe ;is to extend from the water outlet above referred to and be carried underground under the building Wade proposes to erect so as to adequately dispose of the water in question.

Contemporaneously with the execution of this agreement Said Bird will execute and deliver to said Wade a deed to the areas described in this agreement.

Mavoureen Bird, the wife of Sidney M. Bird and Minnie F. Wade, the wife of Charles W. Wade, Jr. join with their respective husbands in executing this agreement.

In Witness Whereof, we have hereunto set out hands and seals this 4th day of April, 1953.

Sidney M. Bird (Seal)
Sidney M. Bird

Mavoureen Bird (Seal)
Mavoureen Bird

Charles W. Wade Jr (Seal)
Charles W. Wade, Jr.

Minnie F Wade (Seal)
Minnie F. Wade

STATE OF ALABAMA

SHELBY COUNTY

I, Julius S. Kegan, a Notary Public in and for said County in said State, hereby certify ;that Sidney M. Bird and wife Mavoureen Bird, whose names are signed to the foregoing agreement and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 4th day of April, 1953.

Julius S. Kegan
Notary Public

STATE OF ALABAMA

SHELBY COUNTY

I, Julius S. Kegan, a Notary Public in and for said County in said State, hereby certify that Charles W. Wade, Jr. and wife Minnie F. Wade, whose names are signed to the foregoing agreement and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 4th day of April, 1953.

Julius S. Kegan
Notary Public