

301
A G R E E M E N T

AGREEMENT made this _____ day of July, 1979, by
and between Owens Enterprises, Inc. first party and Benjamin L. Webb, Jr.
and Susanne G. Webb second party.

Whereas, first party is the owner of the following described real
property situated in ~~Jefferson~~ County, Alabama (hereinafter referred
to as Parcel 1): Shelby

Lot 80, according to the Survey of Southern Pines First Sector,
as recorded in Map Book 7, Page 11, in the Probate Office of
Shelby County, Alabama.



19790808000101240 1/3 \$.00
Shelby Cnty Judge of Probate, AL
08/08/1979 12:00:00 AM FILED/CERT

and

Whereas, second party is the owner of the following described
real property situated in ~~Jefferson~~ County, Alabama (hereinafter
referred to as Parcel 2): Shelby

Lot 79, according to the Survey of Southern Pines First Sector,
as recorded in Map Book 7, Page 11, in the Probate Office of
Shelby County, Alabama.

and

Whereas, said properties are adjacent to each other so the
east line of Parcel 1 forms the west line of
Parcel 2 and,

Whereas, it appears from a survey of Parcel 1, EXHIBIT "A",
dated July 26, 1979 made by Laurence D. Weygand
Registered Surveyor of Birmingham, Alabama, that the driveway on
Parcel 1 along a portion of the _____ line thereof encroaches
upon the western portion of Parcel 2,

and

Whereas, the parties hereto desire to define hereby the terms
and conditions under and the length of time for which said encroachment
may continue;

Now, therefore, in consideration of the premises the parties
do hereby agree as follows:

1. Second party hereby grants unto first party a license
to continue said encroachment to the present extent thereof so long
as the existing driveway subsists unimpaired upon said Parcel 2.
2. In the event and upon the happening of the destruction or
removal of said driveway upon Parcel 2, first party agrees that in
reconstructing, restoring, or replacing said driveway, to confine the
reconstructed, restored, or replaced driveway within the boundaries
of Parcel 1 and to thereby remove and eliminate the aforesaid encroachment.
3. The parties hereto specifically agree that the right to
continue said encroachment hereby conferred upon first party by second
party is, and at all times shall be, restricted to a license and that
nothing herein contained shall permit of the vesting in first party of
any interest in Parcel 2, whether by adverse possession or otherwise.

Robert O. Driggers

Attorney At Law

P. O. Box 58023

Homewood, Ala. 35209

This agreement shall inure to the benefit and be binding upon the heirs, personal representatives and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

FIRST PARTY:

SECOND PARTY:

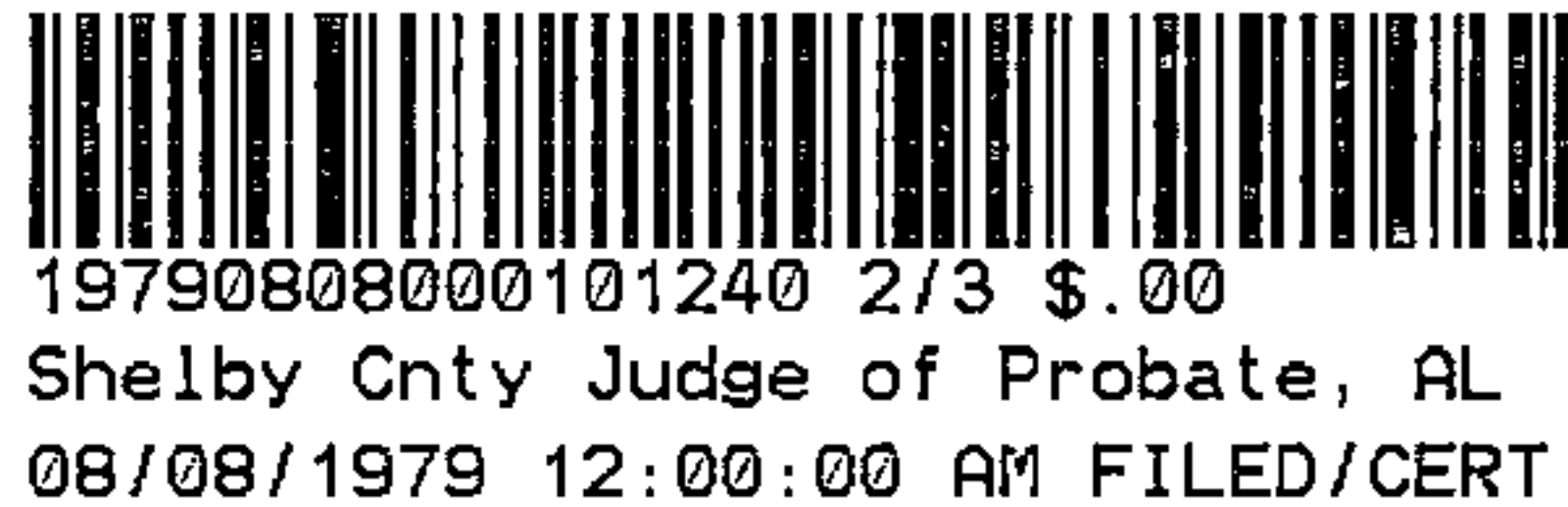
OWENS ENTERPRISES, INC.

y: Johnny E. Owens
JOHNNY E. OWENS, President

Benjamin L. Webb, Jr.
Susanne G. Webb

STATE OF ALABAMA

COUNTY OF Jefferson



I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Johnny E. Owens, whose name as President of Owens Enterprises, Inc., a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 30th day of July, 1979.

Benjamin L. Webb, Jr.
Notary Public
My Commission Expires September 10, 1981

STATE OF ALABAMA

COUNTY OF Jefferson

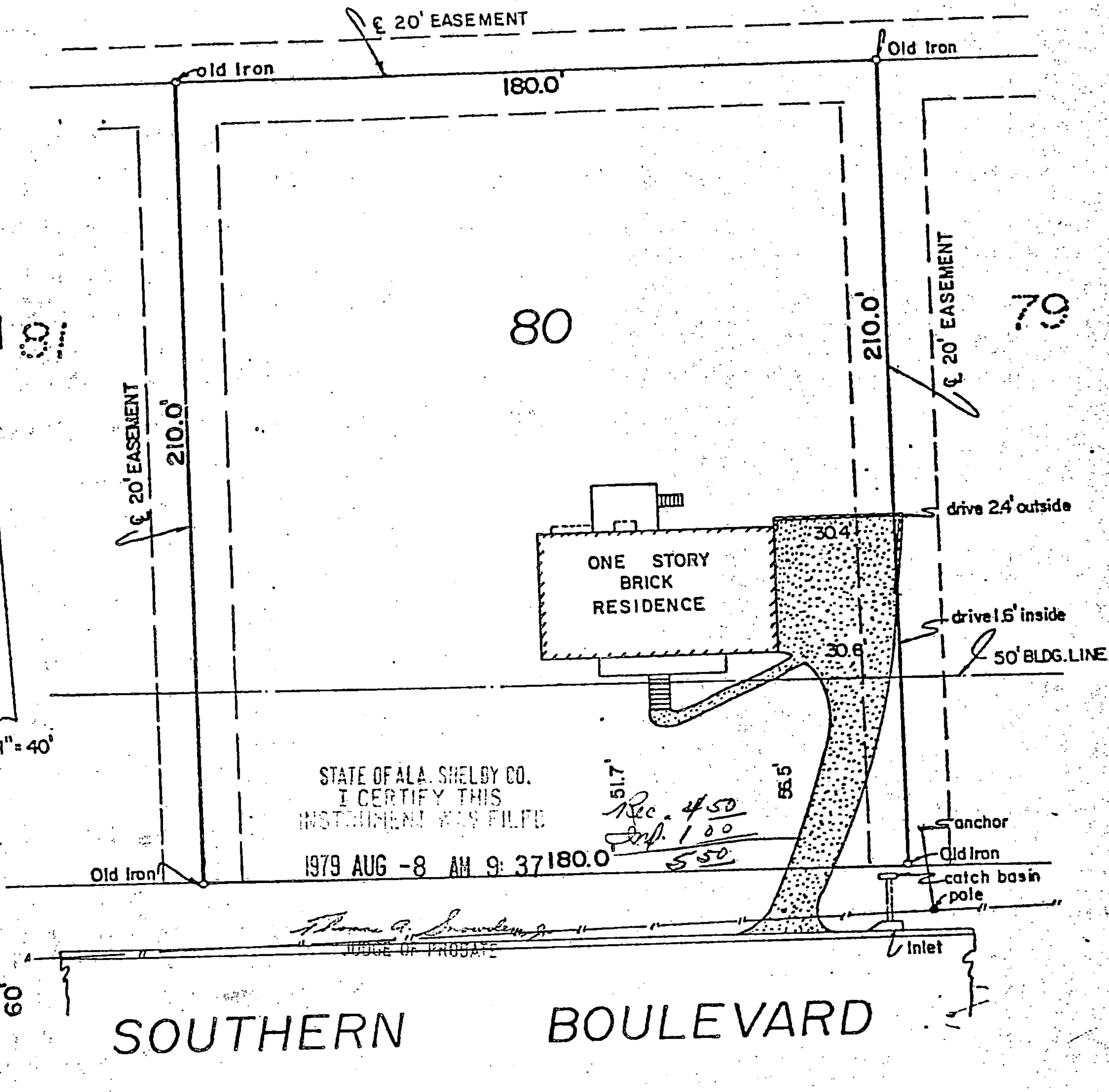
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Benjamin L. Webb, Jr. and wife, Susanne G. Webb, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the instrument they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30th day of July, 1979.

Benjamin L. Webb, Jr.
Notary Public

BOOK 32 PAGE 48

SCALE: 1" = 40'



STATE OF ALABAMA
JEFFERSON COUNTY

I, Laurence D. Weygand, a registered Engineer-Land Surveyor, certify that I have surveyed Lot 80, Block 80, SOUTHERN PINES FIRST SECTOR as recorded in Map Volume 7, Page 11, in the office of the Judge of Probate, SHELBY County, Alabama; that there are no right-of-way, easements, or joint driveways over or across said land visible on the surface except as shown; that there are no electric or telephone wires (excluding wires which serve premises only) or structures or supports therefor, including poles, anchors and guy wires, on or over said premises except as shown; that I have consulted the Federal Insurance Administration "Flood Hazard Boundary Map" and found that this property is not located in a special flood hazard area; that there are no encroachments on said lot except as shown; that improvements are located as shown above; and that the correct address is as follows: 3641 SOUTHERN BOULEVARD according to my survey of: JULY 26, 1979.

BEATTY

Order No. 09978

Laurence D. Weygand
Laurence D. Weygand, Reg. No. 10373 phone: 939-0900

EXHIBIT A

19790808000101240 3/3 \$.00
Shelby Cnty Judge of Probate, AL
08/08/1979 12:00:00 AM FILED/CERT