

STATE OF ALABAMA)
SHELBY COUNTY)

SIGNAGE EASEMENT AGREEMENT

THIS AGREEMENT is made and entered into on this 28th day of July, 1989, by and between 280 ASSOCIATES, LTD., an Alabama limited partnership ("Grantor") and KOVACH AND EDDLEMAN, an Alabama general partnership ("Grantee"):

W I T N E S S E T H:

WHEREAS, Grantor is the fee owner of the following described real property located in Shelby County, Alabama ("Parcel I"):

Lot 13D according to the survey of Cahaba Park South, Resurvey No. 2, as recorded in Map Book 13, Page 57 in the Probate Office of Shelby County, Alabama.

WHEREAS, Grantee is the fee owner of the following described parcel of real property located in Jefferson County, Alabama ("Parcel II"):

Lots A and B Cahaba Park South First Addition Resurvey No. 1, as recorded in Map Book 159, page 15 in the Probate Office of Jefferson County, Alabama.

WHEREAS, Grantee desires to obtain for the benefit of the owner of Parcel II a signage easement on a portion of Parcel I, the location of which is the 10' by 10' signage easement in the southwest corner of Lot 13D as reflected on Resurvey No. 2 of Cahaba Park South as recorded in Map Book 13 at page 57 in the Probate Office of Shelby County, Alabama ("Easement Premises");

BOOK 248 PAGE 62

Laud Titte

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the parties agree as follows:

1. Grantor hereby gives, grants and conveys to Grantee, its successors and assigns, a non-exclusive easement to construct and maintain signage on a structure not exceeding fourteen feet in height and eight feet in width on the Easement Premises, the location of said Easement Premises being reflected as the 10' by 10' easement for signage in the southwestern corner of Lot 13D as shown on Resurvey No. 2 of Cahaba Park South recorded in Map Book 13, page 57 in the Probate Office of Shelby County, Alabama. Said easement shall run with the land and shall be for the benefit of Parcel II; provided that said easement shall be used solely for signage and decorative landscaping. The easement hereby granted by the Grantor shall include all rights and privileges necessary or convenient for the full enjoyment or use thereof, including the right of ingress and egress to and from the improvements and landscaping thereon for the construction, maintenance, repair, replacement and removal thereof.

2. It is understood and agreed that the signage of the Grantee shall be placed on a structure located on the Easement Premises which structure shall not exceed fourteen feet in height and eight feet in width. Grantor and Grantee shall share equally in the cost and expense of constructing and maintaining the structure to be used for the placement of signage on the Easement

BOOK 248 PAGE 63

Premises. Said structure shall be used for the placement of signage of Grantor and Grantee and their respective successors and assigns.

3. The Grantor and Grantee shall each, at its own cost and expense, maintain its respective signage and landscaping on the Easement Premises in good repair and condition and shall assist each other in maintaining a neat and clean appearance for the Easement Premises.

4. The covenants and agreements herein contained shall be covenants running with the land and shall bind and inure to the benefit of Grantor and Grantee, and their respective successors and assigns.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement on the day and year first above written.

280 ASSOCIATES, LTD.

By: 
Frank Kovach, Jr.
General Partner

By: 
Billy D. Eddleman
General Partner

KOVACH AND EDDLEMAN

By: 
Frank Kovach, Jr., Partner

By: 
Billy D. Eddleman, Partner

BOOK 248 PAGE 64

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Frank Kovach, Jr., whose name as General Partner of 280 Associates, Ltd., an Alabama limited partnership, is signed to the foregoing Cross Easement Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Signage Easement Agreement, he, in his capacity as such general partner and with full authority, executed the same voluntarily for and as the act of said limited partnership on the date the same bears date.

Given under my hand and official seal of office this 20th day of July, 1989.

Pamela Fay Carnell
Notary Public

My Commission Expires: _____

MY COMMISSION EXPIRES AUGUST 15, 1990

STATE OF ALABAMA)
JEFFERSON COUNTY)

BOOK 248 PAGE 65

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Billy D. Eddleman, whose name as General Partner of 280 Associates, Ltd., an Alabama limited partnership, is signed to the foregoing Cross Easement Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Signage Easement Agreement, he, in his capacity as such general partner and with full authority, executed the same voluntarily for and as the act of said limited partnership on the date the same bears date.

Given under my hand and official seal of office this 20th day of July, 1989.

Pamela Fay Carnell
Notary Public

My Commission Expires: _____

MY COMMISSION EXPIRES AUGUST 15, 1990

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Frank Kovach, Jr., whose name as General Partner of Kovach and Eddleman, an Alabama general partnership, is signed to the foregoing Cross Easement Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Signage Easement Agreement, he, in his capacity as such general partner and with full authority, executed the same voluntarily for and as the act of said limited partnership on the date the same bears date.

Given under my hand and official seal of office this 20th day of July, 1989.

Pamela Fay Parnell
Notary Public

My Commission Expires: _____

MY COMMISSION EXPIRES AUGUST 15, 1990

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Billy D. Eddleman, whose name as General Partner of Kovach and Eddleman, an Alabama general partnership, is signed to the foregoing Cross Easement Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Signage Easement Agreement, he, in his capacity as such general partner and with full authority, executed the same voluntarily for and as the act of said limited partnership on the date the same bears date.

Given under my hand and official seal of office this 20th day of July, 1989.

Pamela Fay Parnell
Notary Public

My Commission Expires: _____

MY COMMISSION EXPIRES AUGUST 15, 1990

BOOK 248 PAGE 66

89 JUL 27 AM 8:39
JUDGE OF PROBATE

RECORDING FEES
Deed TAX
Recording Fee \$ 12.50
Index Fee 3.00
TOTAL 16.00