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STATE OF ALABAMA)

AGREEMENT OF PARTIES

SHELBY COUNTY)

THIS AGREEMENT made this the 12th day of June, 1979 by and between GERALDINE F. JONES, hereafter called "Mrs. Jones", and NORMAN LEFKOVITS, hereafter called "Mr. Lefkovits", and WADE H. MORTON, JR., hereafter called "Tenant", WITNESSETH:

WHEREAS, Mr. Lefkovits is the owner of the following described lot in the City of Columbiana upon which is located a one story brick building occupying all but the Easternmost 17 feet, more or less, which lot is hereafter called the "Lefkovits lot":

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One lot on the East side of Main Street in the Town of Columbiana, Shelby County, Alabama, upon which is situated a one-story brick building, fronting on Main Street 16½ feet, bounded on the South by the building formerly known as R. L. Merrell's Pool Room, on the East by vacant lot of the estate of W. B. Brown, subsequently purchased for taxes in 1966 by Norman Lefkovits and Geraldine Jones, and on the North by a brick building currently known as Dorrough Barber Shop, and on the West by Main Street. Said lot being a lot fronting 16½ feet on Main Street and running back a uniform width on each side a distance of 50 feet to the aforesaid vacant lot;

WHEREAS, Mrs. Jones and Mr. Lefkovits jointly own the vacant lot adjoining the Lefkovits lot on its East side, which vacant lot was formerly owned by the Estate of W. B. Brown and subsequently purchased for taxes in 1966 by Mr. Lefkovits and Mrs. Jones, which lot is hereafter called the "vacant lot";

WHEREAS, Mrs. Jones owns the lots and building adjoining the Lefkovits lot on its South side upon which is located the building known as the Western Auto Associate Store of Columbiana, which is hereafter called the "Jones store building";

WHEREAS, Mrs. Jones owns the lots and building adjoining the Lefkovits lot on its North side upon which is located the building known as the warehouse of the Western Auto Associate Store of Columbiana, except for a part of the front portion thereof which is leased to Leon Dorrough on a month to month basis and is known as Dorrough Barber Shop, all of which is hereafter called the "Jones warehouse building";

WHEREAS, Mr. Lefkovits leases the Lefkovits lot to the Tenant on a multi-year basis and Mr. Lefkovits and the Tenant have entered into a building contract and a heating and cooling contract for the remodeling of the existing building on the Lefkovits lot and an addition to it extending it to within approximately 10" of the East

Norman Lefkovits

lot line, and this construction will include a restroom and a heat pump suspended over the roof of the new addition;

WHEREAS, there are no plumbing facilities in the existing building on the Lefkovits lot and for the last eight years the Tenant has used the restroom facilities in the Jones store building on a daily basis;

WHEREAS, there is an existing drainage pipe from the City sewer system under Main Street into the Jones warehouse building which is under the concrete slab floor along the interior South wall of said building and such drainage pipe is of sufficient size to accomodate the restroom facility to be constructed on the Lefkovits lot and the new restroom facility can be connected to such drainage pipe simply by putting the new drainage pipe through the wall and floor of the Jones warehouse building, which is the only practical way for a restroom to be installed in the building on the Lefkovits lot because the only alternative is to put a drainage pipe under the existing concrete slab floor then under the sidewalk and street to make a new connection with the City sewer system under Main Street; and,

WHEREAS, in January 1978 the Tenant paid one-third of the cost or approximately \$250.00 of having a metal hanging awning installed across the front of the Jones warehouse building, which has substantially improved the value and appearance of that building.

NOW, THEREFORE, in consideration of the above stated premises and the following mutual covenants and agreements, the parties have and do hereby covenant and agree as follows: (a) That the exterior North wall of the Jones store building and the exterior South wall of the Jones warehouse building lying East of the Easternmost wall (i.e. back wall) of the existing building on the Lefkovits lot are not party walls and cannot be used by Mr. Lefkovits and the Tenant as such in this construction project, however, they are hereby granted the privilege by Mrs. Jones to insert and secure two supports in each of her said walls so as to suspend a small heat pump unit over the roof of the new addition to the building on the Lefkovits lot, but these supports must be removed if and when the wall involved is removed or torn down or if and when such supports cause any damage to or endanger the structural integrity of either of Mrs. Jones' walls or the interior of either of her buildings; (b) that the drainage pipe for the new restroom facility to be constructed in the existing building on the Lefkovits lot may be put through

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the South exterior wall of the Jones warehouse building and through the concrete floor slab of said building so as to be connected with and become a part of the existing sewerage drainage pipe along the South interior wall of said building, provided that the hole through the wall and slab shall be of a minimum size, not exceeding 12" square, and shall be behind the interior partition wall of the Dorough Barber Shop; (c) that the parties hereto shall cause to be removed from the Lefkovits lot the City gas meter and connecting pipe which services the Dorough Barber Shop and the same may be relocated on the vacant lot, but such relocation will be at no expense to Mr. Lefkovits or the Tenant, as the matter of its relocation will be between Mrs. Jones and Leon Dorough as her Tenant; (d) that the vacant lot shall remain vacant and used jointly by Mrs. Jones and her tenants and successors in interest and by Mr. Lefkovits and his tenants and successors in interest nor shall either Mrs. Jones or her successors in interest or Mr. Lefkovits or his successors in interest petition the Court to require a sale of said vacant lot by way of a sale for division of proceeds among joint owners or otherwise; and, (e) this Agreement of the Parties and all covenants and agreements contained herein shall be binding upon the heirs, executors and administrators and upon the successors and assigns of all parties hereto and said covenants and agreements shall be permanent and run with the land involved, except the aforesaid privilege to support the heat pump unit.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day and year first above written, and executed the same in triplicate.

WITNESSES:

H. L. Coan

Geraldine F. Jones
Geraldine F. Jones

June Flecker

✓ Angela D. Lefkovits

Norman Lefkovits
Norman Lefkovits

Wade H. Morton, Jr.

Wade H. Morton, Jr.

✓ Norman Lefkovits

Wade H. Morton, Jr.
Wade H. Morton, Jr.

Angela D. Lefkovits

Rec. 7.50
Ind. 4.00
Cert. 1.00
12.50

RECORDED
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