

1296

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, is made this 5th day of November, 1990, among Harbert Properties Corporation, an Alabama corporation (hereinafter referred to as the "Grantor") and The Industrial Development Board of the Town of Pelham, a public corporation (hereinafter referred to as the "Grantee") and Valleydale Business Center, an Alabama general partnership (hereinafter referred to as "Lessee").

WITNESSETH:

That said Grantor for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand by Grantee and Lessee, the receipt and sufficiency of which are hereby acknowledged, does hereby grant to said Grantee and Lessee, their respective successors and assigns, an easement for the sole purpose of erecting and maintaining a concrete retaining wall on, over and across that certain portion of Grantor's property (hereinafter referred to as the "Easement Premises") as more particularly described in the Survey by A. Frazier Christy, dated May 4, 1989 as shown in Exhibit "A" attached hereto and by this reference made a part hereof;

Lessee shall bear full responsibility for the use and enjoyment of the Easement Premises and shall indemnify, protect, defend and hold Grantor harmless from all claims, demands, costs, expenses, damages and liabilities (including reasonable costs and expenses of defending against such claims, demands, costs, expenses, damages and liabilities) resulting from damages to property, or from injury to or death of persons occurring on the Easement Premises, to the extent resulting wholly or in part from the negligent or willful act or omission of Lessee, its officers, agents, employees, contractors, subcontractors, or invitees.

TO HAVE AND TO HOLD the same unto the said Grantee and Lessee, their respective successors and assigns, for the uses and purposes for which said easement is granted, so long as said Easement Premises is used by the Grantee, the Lessee or their respective assigns for such uses and purposes.

IN WITNESS WHEREOF the parties have caused this instrument to be executed as of the day and year first above written.

GRANTOR:

HARBERT PROPERTIES CORPORATION
an Alabama corporation

By: [Signature]
Name: Barnett J. Earles
Title: President

GRANTEE:

THE INDUSTRIAL DEVELOPMENT BOARD
OF THE TOWN OF PELHAM

By: [Signature]
Name: DANIEL M. SPITLER
Title: Chairman of the Board

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[Handwritten signature]

LESSEE:

VALLEYDALE BUSINESS CENTER,
an Alabama general partnership

By: *Marc A. Eason*
Name: Marc A. Eason
Title: A General Partner

ACKNOWLEDGEMENT

STATE OF Alabama
COUNTY OF Jefferson

I, *Richard M. Chapman* Notary Public in and for said County in said State, hereby certify that *Daniel M. Spitzer* whose name 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 executed the same voluntarily.

Given under my hand and official seal this the 14th day of January, 1991

Richard M. Chapman
Notary Public

NOTARIAL SEAL

My commission expires: 11-6-91

STATE OF Alabama
COUNTY OF Madison

I, *Jeffery K. Laughan* a Notary Public in and for said County in said State, hereby certify that *Daniel M. Spitzer* whose name 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 executed the same voluntarily.

Given under my hand and official seal this the 9th day of 1, 1991

Jeffery K. Laughan
Notary Public

NOTARIAL SEAL

My commission expires: Novem See 19th 1991

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ACKNOWLEDGEMENT

STATE OF Alabama
COUNTY OF St. Clair

I, Rhonda L. Pickens, Notary Public, in and for said County in said State, hereby certify that Marc A. Eason, whose name as a general partner of Valleydale Business Center, an Alabama general partnership, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance he, as such officer and with full authority, executed the same voluntarily for said partnership.

Given under my hand this the 15th day of November, 1992.

Rhonda L. Pickens
Notary Public

My commission expires: 1/11/92



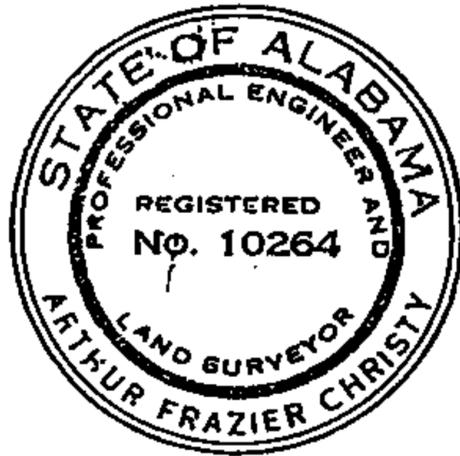
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I hereby certify that this map is correct and accurate to the best of my knowledge and belief.

JOB# 8-88050
F.B. 249, PG. 11
MAY 4, 1989

A. Frazier Christy

A. Frazier Christy, AL P.E. & L.S. 10264



SCALE: 1" = 20'

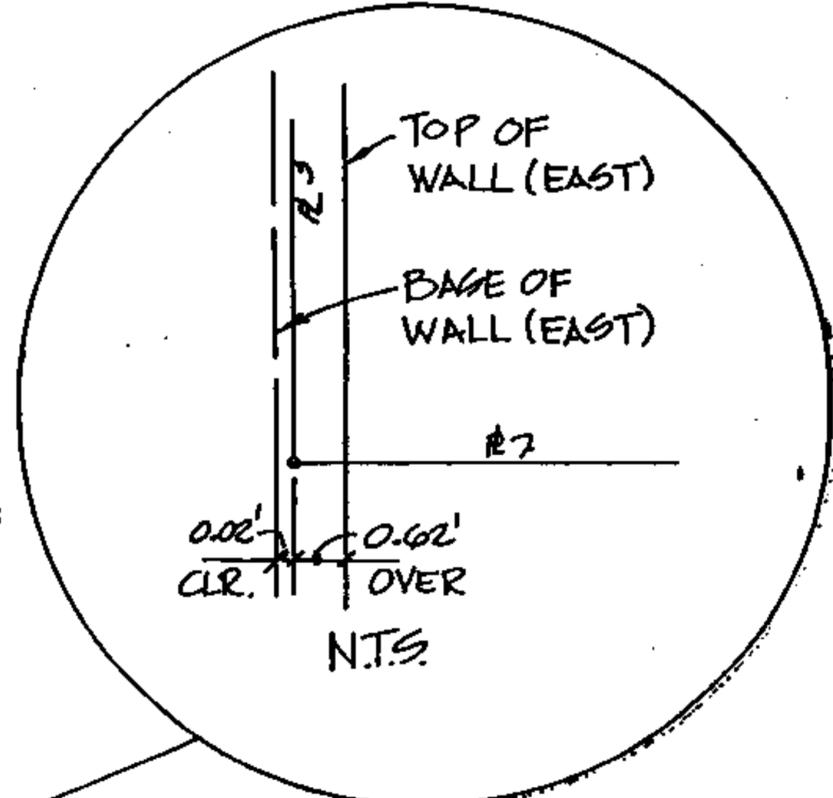
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CONC. RETAINING WALL

FACE OF WALL
414.70'
457.17'

LOT 3

NE 1/4-SE 1/4
30-195-2W



BASE OF WALL WEST EDGE 2

TOP OF WALL EAST EDGE

BASE OF WALL EAST EDGE

353.59'
352.27' TO TOP OF WALL
353.61' TO BASE OF WALL

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT WAS FILED

91 JAN 23 AM 9:43

Thomas H. [Signature]
JUDGE OF PROBATE

1. Deed Tax	—
2. Mtg. Tax	—
3. Recording Fee	\$ 10.00
4. Indexing Fee	\$ 5.00
5. No Tax Fee	—
6. Certified Fee	\$ 1.00
Total	\$ 14.00

LITTLE VALLEY ROAD

DETAIL OF RETAINING WALL ENCROACHMENT