

STATE OF ALABAMA)
SHELBY COUNTY)

2296

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, is made this 31st day of July, 1991, by 119 PROPERTIES, LTD., an Alabama limited partnership (hereinafter referred to as the "Grantor") and GAIL B. MORTON (hereinafter referred to as the "Grantee").

W I T N E S S E T H:

That said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, does hereby grant to said Grantee, its successors and assigns, (i) a one foot (1') easement, on, over and across that certain portion of Grantor's property running along and parallel to the southern boundary line of Grantee's property described in Exhibit "A" attached hereto and incorporated herein by reference, for the purpose of maintaining the concrete retaining wall and curbing as reflected in the Survey of Miller, Triplett and Miller Engineers, Inc. dated July 16, 1991 (the "Survey") attached hereto as Exhibit "B" and incorporated herein by reference, and (ii) an easement on, over and across that certain portion of Grantor's property necessary to maintain the concrete flume, together with the pipes located thereunder, as shown in the Survey. The portions of Grantor's property subject to the easements set forth in (i) and (ii) above shall be collectively referred to herein as the "Easement Premises."

Grantee 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 acts or omissions of Grantee, its officers, agents, employees, contractors, subcontractors, or invitees.

TO HAVE AND TO HOLD the same unto said Grantee, her heirs and assigns, for the uses and purposes for which said easements are granted, so long as said Easement Premises is used by the Grantee, her heirs or 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:

119 PROPERTIES, LTD., an Alabama limited partnership

By: Cahaba Valley Properties, Inc.,
Its General Partner

By: Charles H. Stephens
Charles H. Stephens
President

GRANTEE:

Gail B. Morton
GAIL B. MORTON

✓
Cahaba Title

BOOK 356 PAGE 727

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Charles H. Stephens, whose name as President of Cahaba Valley Properties, Inc., the general partner of 199 Properties, Ltd., an Alabama limited partnership, 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 acting in its capacity as general partner of said limited partnership.

Given under my hand this the 31st day of July, 1991.

Wm. J. Thompson
Notary Public
My Commission Expires: 8/23/93

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that GAIL B. MORTON, whose name is signed to the foregoing EASEMENT AGREEMENT, and who is known to me, acknowledged before me on this day that, being informed of the contents of the EASEMENT AGREEMENT, she executed the same voluntarily on the day the same bears date.

Given under my hand this 31st day of July, 1991.

Wm. J. Barnes
Notary Public
My Commission Expires: 10/10/92

EXHIBIT "A" TO EASEMENT AGREEMENT

Part of the SE 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Southwest corner of said 1/4 Section; thence run East along the South line of same for 1,826.71 feet; thence 122 deg. 59 min. 53 sec. left and run Northwesterly for 399.97 feet to a point on the Northerly right of way line of Oak Mountain Park Road; thence continue Northwesterly along the same course for 846.69 feet; thence 91 deg. 18 min. 39 sec. right and run Northeasterly for 152.01 feet; thence 90 deg. 00 min. left and run Northwesterly for 349.02 feet; thence 90 deg. 00 min. left and run Southwesterly for 160.00 feet; thence 88 deg. 41 min. 21 sec. right and run Northwesterly for 25.0 feet to a point on the South right of way line of Alabama Highway 119; thence 91 deg. 18 min. 39 sec. right and run Northeasterly along said right of way line for 253.07 feet; thence 14 deg. 02 min. 10 sec. right and continue Northeasterly for 9.51 feet to a point on the Southerly right of way line of a country road; thence 30 deg. 57 min. 50 sec. right and run Easterly along said right of way line for 62.56 feet to an angle point in said right of way; thence 45 deg. 00 min. right and run Southeasterly along said right of way line for 167.00 feet to the point of beginning; thence continue along same course for 223.67 feet to an angle point in said right of way; thence 90 deg. 00 min. left and run Northeasterly along said right of way for 132.98 feet; thence 90 deg. 00 min. right and run Southeasterly for 102.50 feet to a point; thence 115 deg. 10 min. 14 sec. right and run Southwesterly along the Bishop's Creek approximate floodway line for 389.41 feet; thence 154 deg. 49 min. 46 sec. right and run Northeasterly for 73.63 feet; thence 90 deg. 00 min. left and run Northwesterly for 160.54 feet; thence 90 deg. 00 min. right and run Northeasterly for 145.83 feet to the point of beginning.

SCALE 1" = 20'

MCDONALDS PARKING LOT

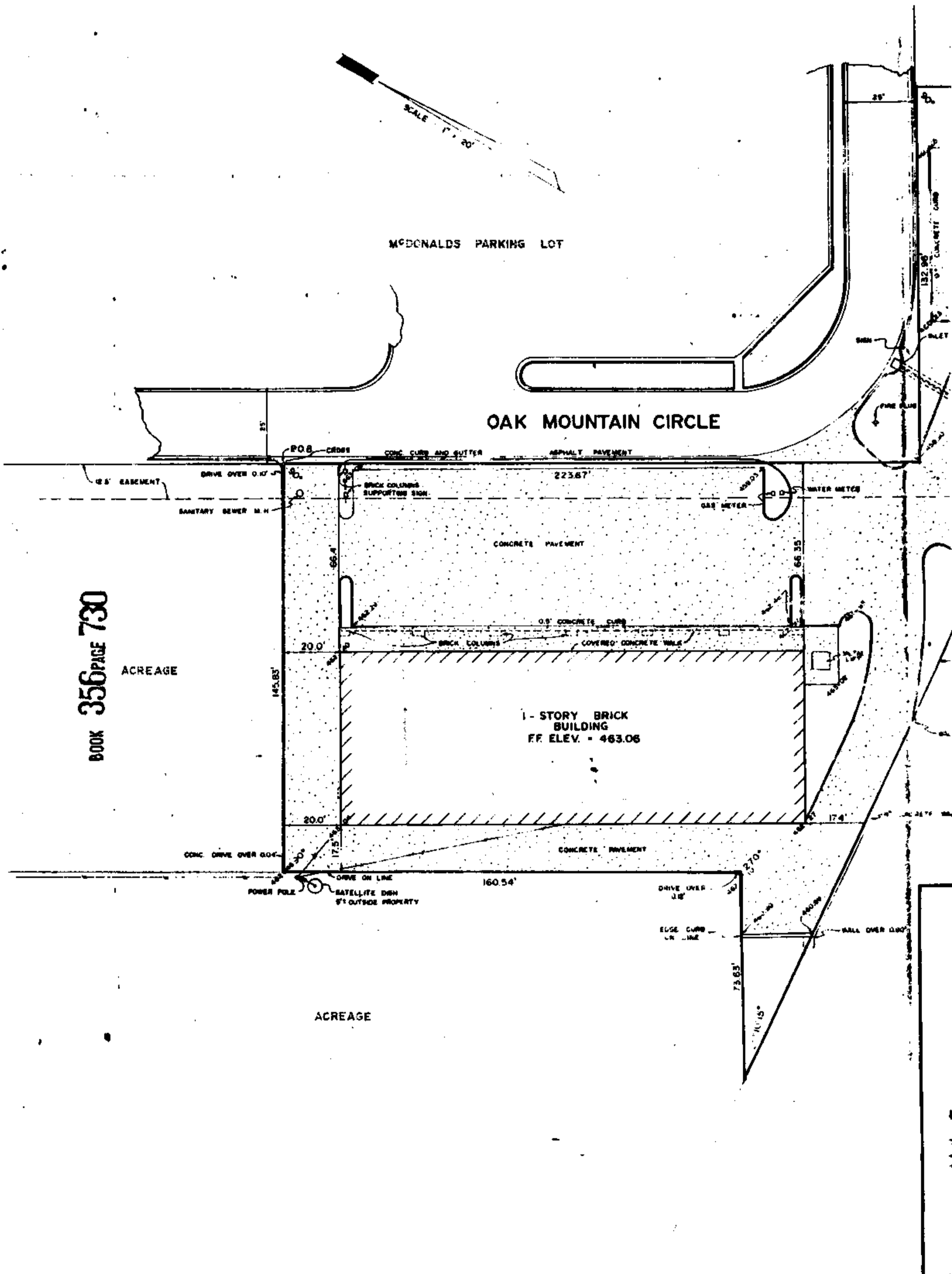
OAK MOUNTAIN CIRCLE

BOOK 356 PAGE 730

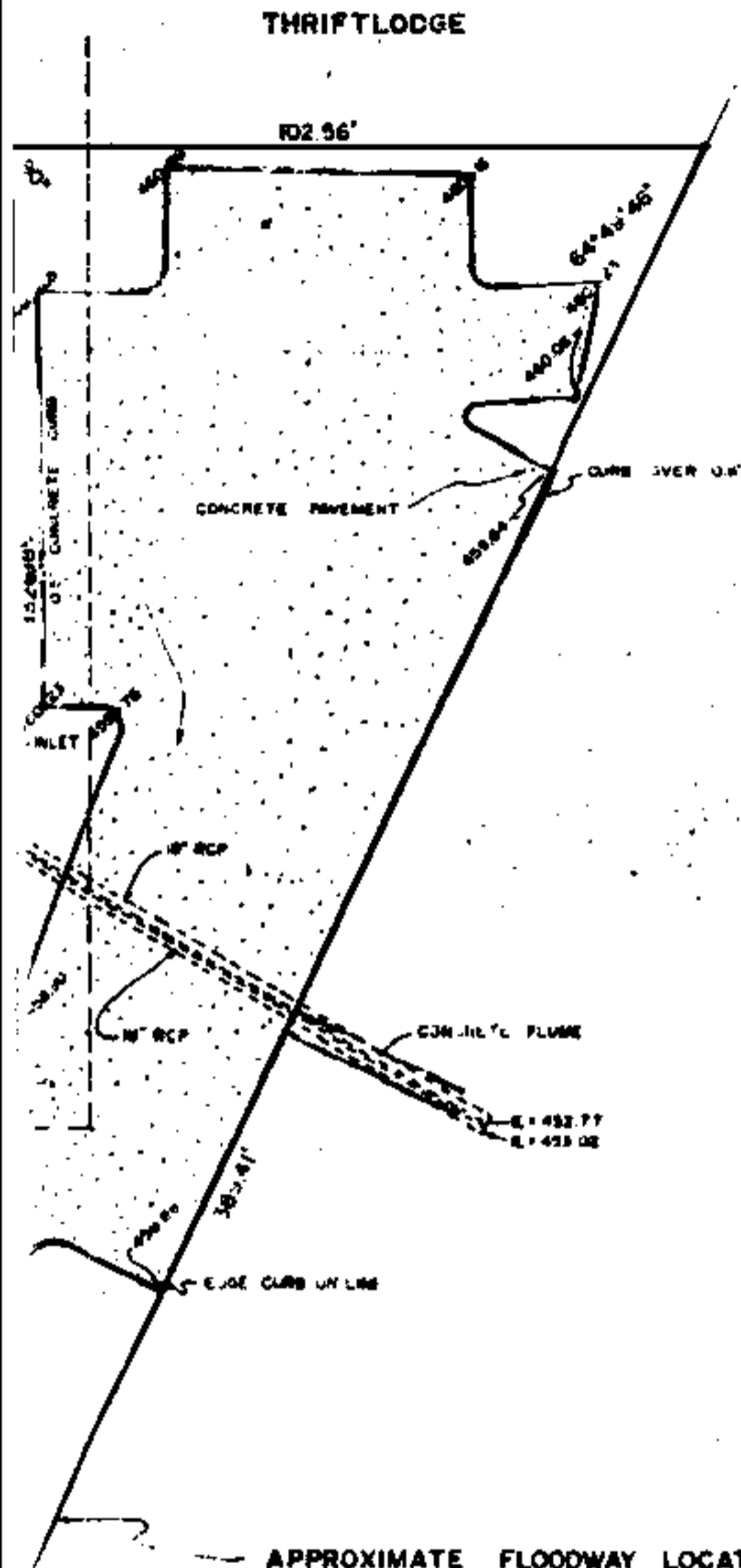
ACREAGE

1 - STORY BRICK BUILDING
FF. ELEV. = 463.06

ACREAGE



THRIFT LODGE



I, JOSEPH A. MILLER, JR., A REGISTERED CIVIL ENGINEER AND LAND SURVEYOR OF BIRMINGHAM, ALABAMA, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT MAP OR PLAN OF A SURVEY MADE BY ME OF THE PROPERTY SHOWN AT LEFT AND DESCRIBED BELOW. I FURTHER CERTIFY THAT ANY BUILDINGS SHOWN ON SAID LOT ARE WITHIN THE LINES OF SAME EXCEPT AS MAY BE SHOWN; THAT THERE ARE NO ENCROACHMENTS FROM ADJOINING PROPERTY EXCEPT AS MAY BE SHOWN; THAT THERE ARE NO RIGHTS-OF-WAY, EASEMENTS, OR JOINT DRIVEWAYS OVER OR ACROSS SAID LAND VISIBLE ON THE SURFACE, EXCEPT AS MAY BE SHOWN; THAT THERE ARE NO ELECTRIC OR TELEPHONE WIRES (EXCLUDING WIRES WHICH SERVE THE PREMISES ONLY) OR STRUCTURES OR SUPPORTS THEREFOR, INCLUDING POLES, ANCHORS, AND GUY WIRES, ON OR OVER SAID PREMISES EXCEPT AS MAY BE SHOWN; THAT I HAVE CONSULTED THE FEDERAL INSURANCE ADMINISTRATION "FLOOD HAZARD BOUNDARY MAPS" AND FOUND THAT THIS PROPERTY IS LOCATED IN A "SPECIAL FLOOD HAZARD AREA". ACCORDING TO MY SURVEY THIS THE 16TH DAY OF JULY, 1970.

FILE NO. 17294 8224
FIELD BOOK NO. T-204AB
PAGE NO. 145

JOSEPH A. MILLER, JR., P.E. & L.S. 2875
115 NORTH 48TH STREET
BIRMINGHAM, AL 35222 205/592-8291

DESCRIPTION:
PART OF S.E. 1/4 SECTION 31, TOWNSHIP 19 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID 1/4 SECTION; THENCE RUN EAST ALONG THE SOUTH LINE OF SAME FOR 1,826.71 FEET; THENCE 122°-59'-33" LEFT AND RUN NORTHWESTERLY FOR 399.97 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF OAK MOUNTAIN PARK ROAD; THENCE CONTINUE NORTHWESTERLY ALONG THE SAME COURSE FOR 846.65 FEET; THENCE 91°-18'-39" RIGHT AND RUN NORTHEASTERLY FOR 132.01 FEET; THENCE 90°-06' LEFT AND RUN NORTHWESTERLY FOR 349.82 FEET; THENCE 90°-06' LEFT AND RUN SOUTHWESTERLY FOR 168.00 FEET; THENCE 88°-41'-21" RIGHT AND RUN NORTHWESTERLY FOR 25.0 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF ALABAMA HIGHWAY 119; THENCE 91°-18'-39" RIGHT AND RUN NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE FOR 252.07 FEET; THENCE 14°-02'-10" RIGHT AND CONTINUE NORTHEASTERLY FOR 9.51 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF A COUNTY ROAD; THENCE 30°-57'-50" RIGHT AND RUN EASTERLY ALONG SAID RIGHT OF WAY LINE FOR 62.54 FEET TO AN ANGLE POINT IN SAID RIGHT OF WAY; THENCE 45°-00'-11" RIGHT AND RUN SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE FOR 187.06 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAME COURSE FOR 222.67 FEET TO AN ANGLE POINT IN SAID RIGHT OF WAY; THENCE 90°-06' LEFT AND RUN NORTHEASTERLY ALONG SAID RIGHT OF WAY FOR 132.90 FEET; THENCE 90°-06' RIGHT AND RUN SOUTHEASTERLY FOR 102.50 FEET TO A POINT; THENCE 115°-18'-14" RIGHT AND RUN SOUTHEASTERLY ALONG THE BISHOP'S CREEK APPROXIMATE FLOODWAY LINE FOR 189.41 FEET; THENCE 154°-49'-44" RIGHT AND RUN NORTHEASTERLY FOR 72.63 FEET; THENCE 90°-06' LEFT AND RUN NORTHWESTERLY FOR 166.54 FEET; THENCE 90°-06' RIGHT AND RUN NORTHEASTERLY FOR 105.83 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 48,201.9834 SQUARE FEET OR 1.0143 ACRES MORE OR LESS.

FEDERAL INSURANCE RATE NOTE:
MAP (COMMUNITY PANEL NUMBER 810193-00018) SHOWS THIS ENTIRE SITE TO BE IN ZONE A-6 WITH A 100 YEAR FLOOD ELEVATION OF 461.00. THE SITE HAS BEEN FILLED SO THAT THE FLOOR ELEVATION OF THE EXISTING BUILDING IS 463.06 (2.06) FEET ABOVE THE FLOOD ELEVATION AND THE PARKING LOT HAS BEEN FILLED TO GRADES SHOWN ON THIS SURVEY.

APPROXIMATE FLOODWAY LOCATION BISHOPS CREEK

BOOK 356 PAGE 731

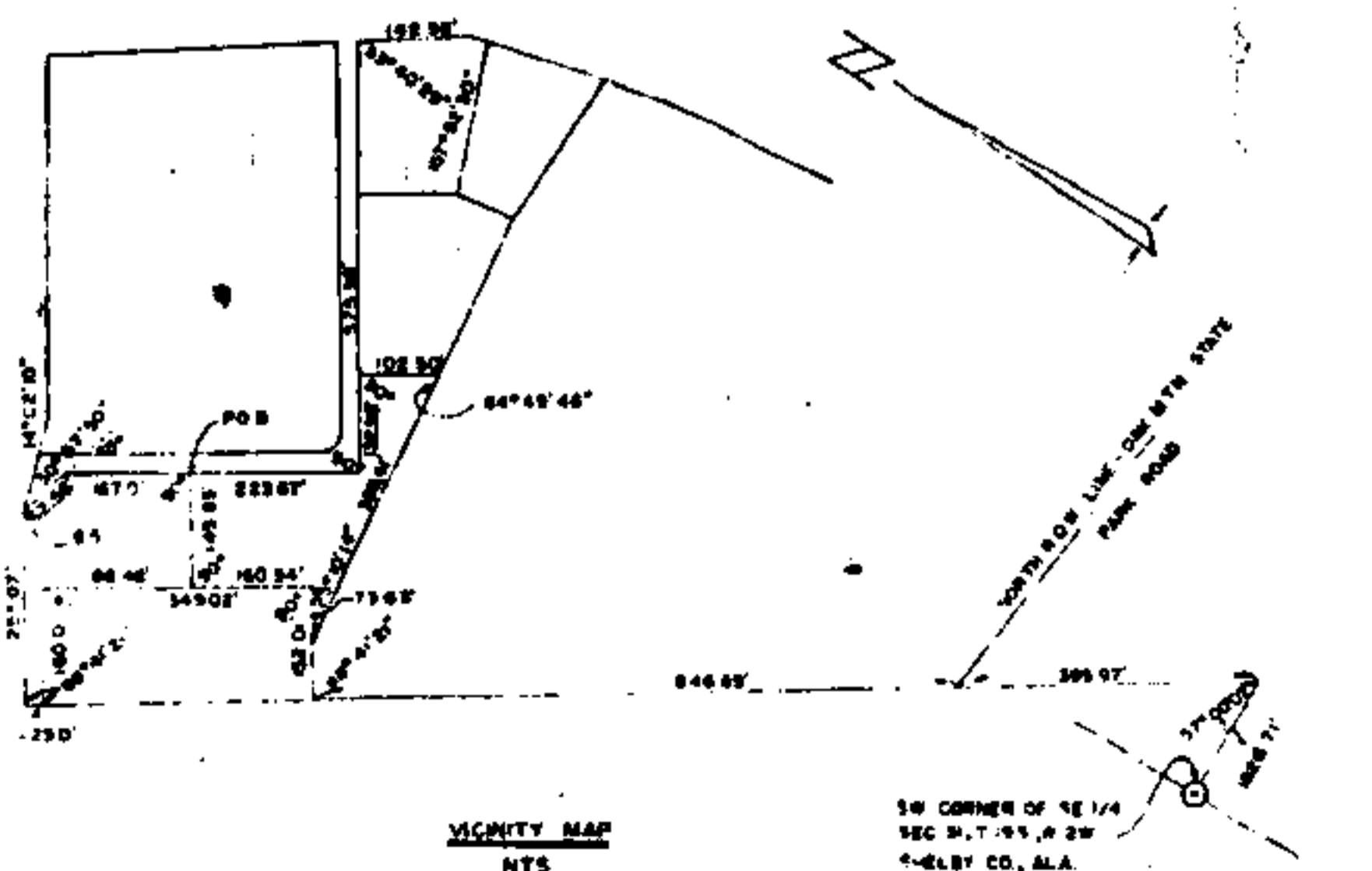
1. Dead Tax _____
2. Mig Tax _____
3. Lumping Fee _____
4. Survey Fee _____
5. No. 100 Fee _____
6. Commission Fee _____
Total \$ 176.50

STATE OF ALABAMA
I CERTIFY THIS INSTRUMENT WAS FILED

91 AUG -2 AM 9:22

JUDGE OF PROBATE

EXHIBIT "B" TO
EASEMENT AGREEMENT



VICINITY MAP
NTS

SW CORNER OF SE 1/4
SEC 31, T. 19 S., R. 2 W.
SHELBY CO., ALA.

MILLER, TRIPLETT AND MILLER
ENGINEERS, INC.
CONSULTING ENGINEERS - LAND SURVEYORS
115 NORTH 40TH STREET BIRMINGHAM, ALABAMA 35222

NTM

SEARS SERVICE CENTER

INDEXED

RECORDED

REVISIONS

17294

SEARS

JULY 16, 1970

J. A. M. JR.

20

SHEET