

### TEMPORARY SLOPE EASEMENT

THIS INSTRUMENT was executed as of February 24, 1995 by FES PROPERTIES, an Alabama general partnership (the "Grantor") in favor of WILSON OIL COMPANY, INC., an Alabama corporation (the "Grantee").

### R E C I T A L S:

A. Under Limited Warranty Deed delivered contemporaneously herewith, the Grantor has conveyed to Grantee Lot 2 (the "Subject Property"), according to the Map of the FES Addition to Alabaster Number Two recorded in Map Book 19, Page 72, Shelby County, Alabama Probate Office.

B. FES continues to own the acreage abutting the northwest boundary line of the Subject Property, and has agreed to grant an easement to Grantee over that portion of such acreage (herein the "Slope Easement Area") particularly described on Exhibit "A" attached hereto and incorporated by this reference.

NOW, THEREFORE, in consideration of the premises recited above, and the sum of Ten Dollars (\$10.00) in hand paid by the Grantee to the Grantor, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees as follows:

1. Slope Easement. The Grantor does hereby grant and convey unto the Grantee an easement (the "Slope Easement") under, over, through and across the Slope Easement Area for the purposes and on the terms and conditions described in this instrument.
2. Purpose of Easement. The Slope Easement has been granted to Grantee for the purpose of excavation, fill, and otherwise maintaining a slope within the Slope Easement Area in accordance with a grading plan mutually approved in writing by Grantor and Grantee. In addition, Grantee shall have the right to erect or install within the Slope Easement Area such fences, retaining walls or other structures as Grantee shall deem appropriate in order to maintain the slope.
3. Maintenance By Grantee. The Grantee (and not the Grantor) shall have an ongoing responsibility for maintaining the Slope Easement Area including, without limitation the implementation of erosion control through appropriate landscaping, drainage, or other measures, shall maintain a natural vegetative groundcover on the Slope Easement Area to the extent feasible, and shall indemnify and hold Grantor harmless from any and all claims, demands, liabilities or expenses (including legal fees) connected with any injury to any person or damage to property caused by any occurrences on or about the Slope Easement Area.

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10:45 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 SNA 16.50

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4. Reservation by Grantor. The Grantor reserves all rights in and to the Slope Easement Area which are not inconsistent with the rights expressly granted to Grantee under this instrument.

5. Binding Effect. The Slope Easement shall be perpetual, shall constitute a covenant running with the land in favor of the Subject Property and shall be binding upon and inure to the benefit of the Grantor, the Grantee and their respective successors and assigns, subject to the provisions of Paragraph 6 hereof.

6. Temporary Nature. Grantee recognizes that it may be necessary or appropriate to modify or terminate the Slope Easement in connection with the development of the acreage which includes the Slope Easement Area. Accordingly, Grantor reserves the right to terminate the Slope Easement at any time and from time to time with respect to all or any part of the Slope Easement Area. Within thirty (30) days after notification of Grantor's intent, Grantee agrees to complete such excavation, fill, grading and any other works as may be necessary or appropriate based on the modification or termination of the Slope Easement including, without limitation, if required, the installation of retaining walls wholly on the Subject Property.

7. Mortgagee Consent. First Commercial Bank, which presently holds a mortgage encumbering the Slope Easement Area, has consented to the terms and provisions of the Slope Easement pursuant to a separate Consent of Mortgagee to be filed in the Shelby County Probate Records.

IN WITNESS WHEREOF, the Grantor has executed this Easement, by and through its duly authorized General Partner, Paul J. Spina, Jr., on the day and year first shown above.

**FES PROPERTIES,**  
an Alabama general partnership

By:

  
Paul J. Spina, Jr.  
General Partner

STATE OF ALABAMA     )

JEFFERSON COUNTY     )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Paul J. Spina, Jr., whose name as General Partner of FES Properties, an Alabama general partnership, is signed to the foregoing Temporary Slope Easement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Easement, he, in his

capacity as such General Partner and with full authority, executed the same voluntarily for and as the act of said general partnership as of February 13, 1995.

Given under my hand this the 24<sup>th</sup> day of February, 1995.

*W. Wheel Hunt*

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

BEGIN AT THE NORTHWEST CORNER OF SAID LOT 2 OF SAID F.E.S. ADDITION TO ALABASTER NUMBER TWO; THENCE RUN SOUTHWESTERLY ALONG THE WEST LINE OF SAID LOT 2 FOR 201.44 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE 77°-45'-18" RIGHT AND RUN NORTHWESTERLY FOR 10.23 FEET; THENCE 102°-14'-42" RIGHT AND RUN NORTHEASTERLY ALONG A LINE PARALLEL TO AND 10 FEET WEST SAID PROPERTY LINE OF SAID LOT 2 FOR 200.97 FEET; THENCE 75°-13'-43" RIGHT AND RUN SOUTHEASTERLY FOR 10.34 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 2,011.38 SQUARE FEET, MORE OR LESS.

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