

## EASEMENT AGREEMENT

This is an Easement Agreement dated September 25, 1997, by and between **CLP CORPORATION**, an Alabama corporation, (herein referred to as the "Grantor") and **BIG BEN, INC.**, an Alabama corporation, (herein referred to as the "Grantee").

### RECITALS:

A. By instrument of even date herewith and recorded in the Shelby County Probate Office (the "Probate Office"), Grantee has conveyed to Grantor its one-half interest in certain real property more particularly described as Lot 9-A according to a Resurvey of Lots 8-A and 9, Cahaba Park South, as recorded in Map Book 13, Page 76 (the "Resurvey") in the Probate Office (the "Burdened Property").

B. Grantor is now the owner of the entire fee interest in the Burdened Property, which is used by Grantor as a parking area.

C. Grantee owns certain real property more particularly described as Lot 8-B according to the Resurvey (the "Benefitted Property").

D. Grantor has agreed to grant to Grantee a nonexclusive easement over the Burdened Property for vehicular and pedestrian ingress and egress, upon the following terms and conditions.

NOW, THEREFORE, in consideration of the covenants contained herein and the sum of Ten and No/100 Dollars (\$10.00) in hand paid by Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor hereby agrees as follows:

1. **Ingress and Egress Easement:** The Grantor does hereby grant, bargain, sell and convey unto Grantee a perpetual, nonexclusive easement (the "Easement") for purposes of vehicular and pedestrian ingress and egress over and across a ten-foot (10') wide strip (or larger if required by law) to be designated by Grantor. Grantor shall have the right to relocate the Easement, at Grantor's cost and expense, from time to time, as it deems appropriate, provided that Grantee's use and enjoyment thereof shall not be materially and adversely affected thereby. Grantor's right to relocate the Easement set forth above shall include the right to relocate the Easement onto any portion of Lot 9-B according to the Resurvey, by a written amendment hereto, and in such event Lot 9-B shall constitute the Burdened Property and Lot 9-A shall be released from this Easement and shall no longer be considered "Burdened Property". The Easement (i) shall be a covenant running with the land, (ii) shall be a burden on the Burdened Property for the benefit of the Benefitted Property and (iii) shall inure to the benefit of Grantee, its successors and assigns.

10/06/1997-32377  
11:24 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MCD 15.00

Inst # 1997-32377

2. **Indemnity:** Grantee agrees to and does hereby indemnify, protect and hold Grantor harmless from and against any and all damages, losses, claims, suits, judgments, decrees, costs and expenses, including attorneys' fees and other legal costs, incurred by or imposed on Grantor resulting directly or indirectly from Grantee's use and enjoyment of the Easement.

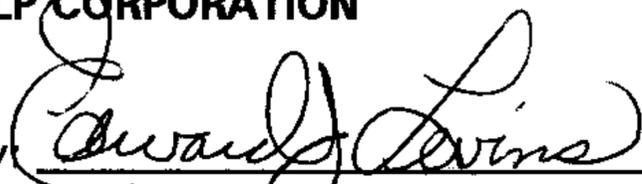
3. **Unobstructed Access:** Grantor and Grantee shall use and operate the easement in such a way as to ensure that the Easement remains open to travel and is at no time blocked or otherwise obstructed by Grantee or its agents, employees, contractors, licensees or invitees. Neither Grantor nor Grantee shall permit its agents, employees or anyone acting on Grantee's behalf to park or store vehicles or other equipment on the Easement or to otherwise obstruct the Easement at any time. Grantor and Grantee agree to so operate the Easement as will in no way hinder, restrict or prevent the use and enjoyment by either Grantor or Grantee, or their successors and assigns, of the property through which the Easement is hereby granted.

4. **Grantor Use:** Grantor shall have the right to use the Easement fully for its own benefit in any manner whatsoever; provided that such use shall not be inconsistent with the nonexclusive Easement granted herein.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Easement to be executed as of the date written above.

**GRANTOR:**

**CLP CORPORATION**

By:   
Edward J. Levins, President

**GRANTEE:**

**BIG BEN, INC.**

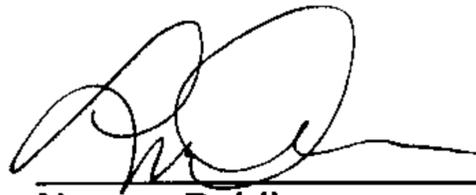
By:   
Ben K. Miree, President

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Edward J. Levins, whose name as President of **CLP Corporation**, an Alabama corporation, 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, he, in his capacity as such President and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the 25th day of September, 1997.



Notary Public

My Commission Expires: 9/16/00

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Ben K. Miree, whose name as President of **Big Ben, Inc.**, an Alabama corporation, 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, he, in his capacity as such President and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the 25th day of September, 1997.



Notary Public

My Commission Expires: 9/16/00

Inst # 1997-32377

291280\_1  
014040/000001

3

10/06/1997-32377  
11:24 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MCD 15.00