

STATE OF ALABAMA)

SHELBY COUNTY)

Inst # 1999-07935

02/25/1999-07935
12:53 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
009 1998 30.30

EASEMENT AGREEMENT

THIS AGREEMENT made and entered into as of the 11th day of February, 1999 by and between ERNEST A. JOSEPH and wife, ZAFIRA D. JOSEPH and JOE J. JOSEPH and wife, YVONNE D. JOSEPH, hereinafter referred to as "Grantors", and HARCO, INC., an Alabama corporation, hereinafter referred to as "Grantee".

WITNESSETH: THAT,

Grantors are the owners of Lots 12 and 13, Block 2, Map of Buck Creek Cotton Mill Subdivision, located in Shelby County, Alabama and more particularly described on Exhibit A attached hereto and made a part hereof (the "Joseph Property"). Grantees have this day purchased from Grantors part of Lots 14 through 25 inclusive, Block 2, Map of Buck Creek Cotton Mill Subdivision, located in Shelby County, Alabama and more particularly described on Exhibit B attached hereto and made a part hereof (the "Harco Property"). In connection with the purchase and sale of the Harco Property, Grantors agreed to grant and convey to Grantee certain easements over and upon the Joseph Property.

1. For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration in hand paid by Grantee to Grantor, the receipt and sufficiency whereof is hereby acknowledged, Grantors do hereby give, grant, assign and convey to Grantee, its successors and assigns, those certain easements and rights as hereinafter defined and delineated:

(a) A non-exclusive temporary construction easement over that portion of the Joseph Property more particularly described on Exhibit C attached hereto and made a part hereof (the "Easement Area") for a period ending two (2) years from February 11, 1999 (i) for access, ingress, egress and movement of construction vehicles and equipment for the construction of the site work on the Harco Property and on the Easement Area and (ii) the right to clear and remove any trees, underbrush, shrubbery, roots and other growth or matter and to grade and slope (the "Slope") the Easement Area and to construct any storm drainage facilities therein in accordance with the Overall Grading Plan Number C2A-RO, dated January 5, 1999, prepared by Sain Associates.

(b) A permanent and perpetual right, privilege and easement in and to the Easement Area for the Slope and any storm drainage facilities, which easement shall be appurtenant to, and running with, Grantee's title to the Harco Property.

(c) Grantors do further covenant and agree that, within the limits of the Easement Area, Grantee, and its successors and assigns, shall have the right and privilege to enter upon the Easement Area for purposes of landscaping, operating, repairing and maintaining the aforementioned Slope and drainage facilities and shall also have the right to cut, clear, and remove any trees, roots, undergrowth and other matter within the Easement Area which may be desirable for the full use and enjoyment of the rights and easements granted hereby. Until such time as any future grading and similar work is

performed within the Easement Area in accordance with Paragraph 3 below (at which time the parties shall address maintenance of the Easement Area in their negotiations), Grantee shall maintain the Easement Area.

2. Grantors, and the heirs, personal representatives and assigns of Grantors, reserve the right to use the land included within the Easement Area for any purpose which is consistent with and which does not interfere with the Slope and the enjoyment and use of the easements granted hereby.

3. The parties acknowledge that Grantors may at some future date desire to develop some or all of the Joseph Property and Grantee may desire to further develop the Harco Property. If in connection with any such planned development either party requests the right to further grade the Slope and perform work in the Easement Area similar to that provided above, the parties agree to enter into good faith negotiations as to such proposal. It shall not be unreasonable for either party (the "Consenting Party") to refuse to negotiate about or consent to any proposal which involves cost or expense to the Consenting Party or which would, in the Consenting Party's sole discretion, adversely affect (i) any improvements and facilities constructed by the Consenting Party in the Easement Area or on the Consenting Party's respective property and/or (ii) the Consenting Party's easement rights hereunder.

4. The rights and easements provided for herein shall run with the land.

The parties hereto have caused their respective names and seals to be hereunto affixed on the day and year first above written

"GRANTORS:"

Ernest A. Joseph [SEAL]
Ernest A. Joseph

Zafira D. Joseph [SEAL]
Zafira D. Joseph

Joe J. Joseph [SEAL]
Joe J. Joseph

Yvonne D. Joseph [SEAL]
Yvonne D. Joseph

"GRANTEE:"

HARCO, INC.

By:

Romas [Signature]

Its:

Auth Rep.

STATE OF ALABAMA)

COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Ernest A. Joseph**, 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 as of the day the same bears date.

Given under my hand and official seal this the 24th day of February, 1999.



NOTARY PUBLIC

[SEAL]

My Commission Expires: 12/28/99

STATE OF ALABAMA)

COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Zafira D. Joseph**, 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, she executed the same voluntarily as of the day the same bears date.

Given under my hand and official seal this the 24th day of February, 1999.



NOTARY PUBLIC

[SEAL]

My Commission Expires: 12/28/99

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Joe J. Joseph**, 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 as of the day the same bears date.

Given under my hand and official seal this the 24th day of February, 1999.

[SEAL]


NOTARY PUBLIC

My Commission Expires: 12/28/99

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Yvonne D. Joseph**, 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, she executed the same voluntarily as of the day the same bears date.

Given under my hand and official seal this the 24th day of February, 1999.

[SEAL]


NOTARY PUBLIC

My Commission Expires: 12/28/99

Commonwealth
STATE OF PENNSYLVANIA)

COUNTY OF BUCKS)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Roma Young, whose name as Authorized Representative of HARCO, INC., an Alabama corporation, 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 said instrument, she as such officer and with full authority, executed the same voluntarily for and as the act of said corporation as of the day the same bears date.

Given under my hand and official seal this 11TH day of February, 1999.

Patricia H. Sarringer
NOTARY PUBLIC

[SEAL]

My Commission Expires:

NOTARIAL SEAL

PATRICIA H. SARRINGER, NOTARY PUBLIC
LOWER SOUTHAMPTON, BUCKS COUNTY
MY COMMISSION EXPIRES JULY 21, 2000

EXHIBIT A

A parcel of land situated in the East Half of the Northeast Quarter of Section 2, Township 21 South, Range 3 West and being Lots 12 and 13, Block 2, Map of Buck Creek Cotton Mill Subdivision as recorded in Map Book 3, Page 9, in the office of the Judge of Probate, Shelby County, Alabama.

Exhibit B

A Parcel of land situated in the East Half of the Northeast Quarter of Section 2, Township 21 South, Range 3 West, being part of Lots 14 through 25 inclusive, Block 2, Map of Buck Creek Cotton Mill Subdivision, and being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 2 and run in a Southerly direction along the East line thereof for 1222.31 feet to Northeast Corner of Lot 25, Block 2, of said Map of Buck Creek Cotton Mill Subdivision as recorded in Map Book 3, Page 9, in the Office of the Judge of Probate, Shelby County, Alabama, said corner also being the POINT OF BEGINNING; thence turn a deflection angle of 42 degrees, 49 minutes, 06 seconds right to the chord of a curve to the right having a radius of 830.74 feet; thence Southwesterly along the arc of said curve and along the Westerly right of way line of County Road No. 11 for 630.89 feet; thence turn a deflection angle of 21 degrees, 45 minutes, 21 seconds right as measured from the chord of the aforementioned curve and run in a Southwesterly direction along said right of way for 64.66 feet; thence turn a deflection angle of 26 degrees, 46 minutes, 33 seconds right and run in a Westerly direction along said right of way for 93.19 feet to the intersection of said right of way and the Easterly right of way line of U.S. Highway 31; thence turn a deflection angle of 62 degrees, 07 minutes, 26 seconds right to the chord of a curve to the right having a radius of 8263.29 feet; thence Northwesterly along the arc of said curve and along said Easterly right of way line for 89.49 feet; thence turn a deflection angle of 02 degrees, 47 minutes, 52 seconds right to the chord of a tangent curve to the right having a radius of 1611.35 feet; thence Northwesterly along the arc of said curve and along said Easterly right of way line for 139.91 feet; thence turn a deflection angle of 06 degrees, 00 minutes, 26 seconds right to the chord of a tangent curve to the right having a radius of 1332.39 feet; thence Northwesterly along the arc of said curve and along said Easterly right of way line for 163.69 feet; thence turn a deflection angle of 86 degrees, 28 minutes, 50 seconds left as measured from the chord of the aforementioned curve and run in a Southwesterly direction and radial to the aforementioned curve along said Easterly right of way line for 50.17 feet; thence turn a deflection angle of 92 degrees, 28 minutes, 55 seconds right to the chord of a curve to the right having a radius of 1382.56 feet; thence Northwesterly along the arc of said curve and along said Easterly right of way line for 119.79 feet; thence leaving said Easterly right of way line turn a deflection angle of 108 degrees, 23 minutes, 09 seconds right as measured from the chord of the aforementioned curve and run in a Southeasterly direction for 382.76 feet; thence turn a deflection angle of 89 degrees, 58 minutes, 18 seconds left and run in a Northeasterly direction for 100.00 feet; thence turn a deflection angle of 89 degrees, 58 minutes, 44 seconds right and run in a Southeasterly direction for 400.00 feet to the POINT OF BEGINNING.

EXHIBIT C – Page 1 of 2

A parcel of land situated in the East Half of the Northeast Quarter of Section 2, Township 21 South, Range 3 West and being part of Lots 12 and 13, Block 2, Map of Buck Creek Cotton Mill Subdivision and being more particularly described as follows:

East 100 feet of said Lots 12 and 13. See drawing attached.

BLOCK 2
MAP

OF
BUCK CREEK COTTON MILL
SUBDIVISION

MAP BOOK 3, PAGE 9

U.S. HIGHWAY 31

11
12
13
14

100.00'

EASEMENT

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