

STATE OF ALABAMA     )  
                                      )  
SHELBY COUNTY         )

**GRANT OF EASEMENT**

This Grant of Easement is made this 20<sup>th</sup> day of September, 2001, by **PELHAM INDUSTRIAL ENTERPRISES NINE, L.L.C.**, ("Grantor") in favor of **PELHAM INDUSTRIAL ENTERPRISES TEN, L.L.C.** ("Grantee").

**RECITALS:**

**A.** Grantor is the owner and record title holder of the following described real property, which is situated in the City of Pelham, Shelby County, Alabama:

Lot 7, according to Cahaba Valley Business Park Resurvey Number 4 filed for record in Map Book 25, Page 102, Office of the Judge of Probate of Shelby County, Alabama ("Lot 7").

**B.** Grantee is the owner and record title holder of the following described real property situated in the City of Pelham, Alabama, which is located adjacent to Lot 7 on its southern boundary:

That certain real property known as Cahaba Valley Business Park Phase 8, situated in Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described in Exhibit A attached hereto and incorporated herein by reference ("Lot 8").

**C.** The southern 40 feet of Lot 7 (hereinafter referred to as the "Easement Property"), as reflected in the subdivision map for Cahaba Valley Business Park Number 4 Resurvey recorded in Map Book 25, Page 102, is encumbered by an ingress-egress easement to serve Lot 8, as shown on said Resurvey.

**D.** Grantor desires to create a perpetual, non-exclusive easement over and across that portion of Lot 7 referred to as the Easement Property for vehicular and pedestrian ingress and egress and for utility services for the benefit of Lot 8.

**NOW, THEREFORE**, in consideration of the premises and the sum of Ten Dollars (\$10.00) paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged by Grantor, and the mutual covenants hereinafter agreed, the parties do hereby agree as follows:

09/26/2001-41572  
09:41 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
005 CH 23.50

Inst # 2001-41572

## GRANT OF EASEMENT

1. **Easement Across Easement Property.** The Grantor does hereby declare, establish, grant, bargain, sell and create a perpetual, non-exclusive easement in, under, over and across the Easement Property for the use and benefit of the Grantee, its employees, contractors, agents, customers and invitees and their successors and assigns, for the purpose of ingress and egress to and from Lots 7 and 8, including vehicular and pedestrian ingress and egress and for utility services, including sanitary sewer service and storm drainage.

Such easement shall be subject to the following terms which are enforceable by the Grantee through an action for injunction or specific performance: (i) at all times the Easement Property shall remain open and unobstructed; (ii) no building, structure or other improvement, temporary or permanent, may be constructed or placed in, on, under or over the Easement Property except standard paving and sidewalks and standard utilities that must be placed underground; (iii) no barrier, barricade or other obstruction, temporary or permanent of any kind whatsoever may be constructed or placed in, on under or over the Easement Property or along the property lines between Lots 7 and 8; (iv) any use of any part of the Easement Property by the Grantor or the Grantee, or any other permitted parties shall be pursuant only to the easement granted hereby and no such use shall create any rights in or to the Easement Agreement in the public or in any party other than those contemplated herein and their successors or assigns. Notwithstanding the foregoing, Grantor acknowledges certain encroachments onto the Easement Property in the form of curbs, guardrails and the back-end of twenty-four (24) parking spaces as shown on the ALTA/ACSM Survey of Lot 8 by Joseph A. Miller, III, dated September 7, 2001, and Grantor does hereby concede to Grantee the existence of those encroachments, and waives any objection thereto.

Under no circumstances whatsoever shall a breach of the above-referenced terms cause a forfeiture, reversion, termination, or any other loss of the Easement granted herein.

2. **Maintenance Responsibilities.** Grantor, its successors and assigns, shall be responsible for maintaining the Easement Property and the Grantee, its successors and assigns, shall reimburse Grantor for one-half (1/2) the cost of such repair and maintenance. If the owner of either lot shall believe that the Easement Property needs maintenance or repairs, such owner shall notify the other owner, and the parties shall cooperate together to obtain bids from responsible contractors for such work. The Grantor shall, prior to entering into a contract for the work, present a copy of the proposed contract to the Grantee for review and approval. If the parties do not agree concerning the need for such work, or do not agree on the cost of such work, then either party may submit the matter for arbitration to a registered engineer not affiliated with either party, who shall be reasonably agreed upon by both parties. The decision of the registered engineer shall be binding on both parties with respect to whether the work is needed and whether the cost of the work is reasonable. The parties shall each bear one-half (1/2) the cost of the arbitration. When the work shall have been completed, the Grantee shall reimburse Grantor for one-half (1/2) the cost of such work.

3. **Benefits and Burdens.** This Easement is and shall be a covenant running with the land and shall constitute a burden on Lot 7 for the use and benefit of Lot 8. This Easement shall

inure to the benefit of the Grantee, and its successors and assigns, and shall be binding on the Grantor, and its successors and assigns.

4. **No Dedication.** This instrument is not intended to and does not dedicate any portion of the Easement Property to the general public or create any rights in favor of the general public.

5. **No Third Party Beneficiary.** There shall be no third party beneficiaries of this Grant of Easement.

IN WITNESS WHEREOF, the Grantor has executed this Grant of Easement by and through its duly authorized members on the day and year shown above.

Done this 20 day of September, 2001.

**PELHAM INDUSTRIAL ENTERPRISE NINE, L.L.C.,  
an Alabama limited liability company**

By: [Signature]  
Its: Member

By: [Signature]  
Its: Member

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **Marc A. Eason** and **Charles H. Stephens**, whose names as duly authorized members of **Pelham Industrial Enterprises Nine, L.L.C.**, an Alabama limited liability company, are signed to the foregoing Declaration of Easement and who are known to me, acknowledged before me on this day that, being informed of the contents of the Declaration of Easement, they, in their capacity as such members and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand this the 20 day of September, 2001.

[Signature]  
Notary Public  
My Commission Expires: 9-17-03



## **EXHIBIT "A"**

### **LEGAL DESCRIPTION (Cahaba Valley Business Park Phase 8)**

Situated in Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Part of Block 3 of Cahaba Valley Park North as recorded in Map Book 13, Page 140, in the Office of the Judge of Probate of Shelby County, Alabama, being more particularly described as follows: Commence at the Northeast corner of the NW 1/4 of the NE 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, said 1/4-1/4 Section corner being 1,331.88 feet, measured (1,331.96 feet record) West of the Northeast corner of Section 31, Township 19 South, Range 2 West, said point being the Northeast corner of said Block 3 of Cahaba Valley Park North and the Northeast corner of the Survey of the Alagasco site by Joseph A. Miller, Jr. dated 3-2-95, and the Northwest corner of the Survey of the Drivers Mart site by Joseph A. Miller, Jr. dated 12-18-96; thence run West along the North line of said NW 1/4 of the NE 1/4 of said Section 31 and along the North line of said Block 3 and the North line of said Alagasco site for 588.83 feet to a point on the East right of way line of Cahaba Valley Parkway North, said point being 60.08 feet East of the Northwest corner of said Block 3; thence 92°39'22" left and run Southerly along the East right of way line of said Cahaba Valley Parkway North and along the West property line of the Alagasco site for 427.54 feet to the NW corner of Lot 5 of Cahaba Valley Business Park Resurvey No. 2, as recorded in Map Book 23, Page 42, in the Office of the Probate Judge of Shelby County, Alabama; thence continue Southerly along the last stated course, and along the East right of way line of said Cahaba Valley Parkway North, and along the West line of said Lot 5 for 365.33 feet to the SW corner of said Lot 5, and the NW corner of Cahaba Valley Business Park Phase 6; thence continue Southerly along the last stated course and along said right of way line and along the West line of said Phase 6 of Cahaba Valley Business Park for 295.46 feet to the SW corner of said Phase 6, said point also being the NW corner of Phase 7 of Cahaba Valley Business Park; thence continue Southerly along the last stated course and along said right of way line and along the West line of said Phase 7 for 9.48 feet to the beginning of a curve to the left, said curve subtending a central angle of 14°40'52" and having a radius of 1,359.64 feet; thence run Southerly along the arc of said curve and along said right of way line and along the West line of said Phase 7 for 348.38 feet to the end of said curve and the SW corner of said Phase 7 and the point of beginning of the parcel herein described; thence from tangent of said curve turn 89°09'26" left and run Northeasterly along the South line of said Phase 7 for 30.55 feet to the beginning of a curve to the right, said curve subtending a central angle of 07°51'56" and having a radius of 1,070.97 feet; thence run Northeasterly along the arc of said curve and along the South line of said Phase 7 for 147.02 feet to the end of said curve; thence at tangent to said curve run Northeasterly along the South line of said Phase 7 for 417.85 feet to a point on the Southwest line of said Drivers Mart Survey; thence 26°58'00" right and run Southeasterly along the Southwest line of said Drivers Mart for 135.90 feet; thence 20°30'00" right and run Southeasterly along the Southwest line of said Drivers Mart Survey for 174.53 feet; thence 08°30'00" right and run southeasterly along the SW line of said Drivers Mart Survey for 37.46 feet to a point on the North line of the Shelby Medical-Baptist Medical Centers Resurvey as recorded in Map Book 18, Page 27, in the Probate Office of Shelby County, Alabama;

thence  $105^{\circ}32'07''$  right and run Southwesterly along the North line of said resurvey for 766.37 feet to the NW corner of said resurvey, said point being on the East right of way line of Cahaba Valley Parkway; thence  $96^{\circ}45'37''$  right to become tangent to a curve to the left, said curve subtending a central angle of  $06^{\circ}44'26''$  and having a radius of 199.44 feet; thence run Northwesterly along the arc of said curve and along said right of way line for 23.46 feet to the end of said curve; thence at tangent to said curve run Northwesterly along said right of way line for 214.33 feet to the beginning of a curve to the right, said curve subtending a central angle of  $09^{\circ}41'00''$  and having a radius of 1,359.64 feet; thence run Northwesterly along the arc of said curve and along right of way line for 229.75 feet to the end of said curve and the point of beginning. Said parcel contains 258,426 square feet, more or less, or 5.93 acres, more or less.

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