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SHELBY COUNTY)
STATE OF ALABAMA)

Shelby County, AL 09/26/2008
State of Alabama
Deed Tax: \$.50


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Shelby Cnty Judge of Probate, AL
09/26/2008 12:15:58PM FILED/CERT

**INDIAN HILLS BUSINESS PARK/DOBBS
EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT (this "Agreement") is made and entered into as of this 25th day of September, 2008 by **PELHAM PARKWAY INVESTORS, LLC**, an Alabama limited liability company (hereinafter "PPI"), and **JOSEPH G. DOBBS**, an individual (hereinafter "Dobbs").

WITNESSETH

WHEREAS, PPI is the owner of certain real property more particularly described on Exhibit A attached hereto, consisting of office warehouse buildings, road, parking and other common areas, located in Shelby County, Alabama, and known as Indian Hills Business Park ("Indian Hills");

WHEREAS, Dobbs is the owner of certain adjacent real property more particularly described on Exhibit B attached hereto, consisting of an office building, roads, and parking (hereinafter referred to as "Dobbs' Property");

WHEREAS, the parties hereto agree PPI shall grant Dobbs vehicular access to and from Indian Hills via public and private streets, roads, drive, sidewalks and walkways, cross easements for access over the roadways, traffic aisles and lanes and curb-cuts of Indian Hills;

WHEREAS, the parties hereto agree Dobbs shall grant PPI parking rights and vehicular and pedestrian access to and from certain parking areas on Dobb's Property; and

WHEREAS, the parties desire to declare the easements set forth below and join in this Declaration and Agreement to grant the above referenced cross access and parking easements and to impose certain restrictions on each of Indian Hills and the Dobbs Property to promote the orderly development and use of the respective Parcels.

NOW, THEREFORE, the parties hereby declare that the following easements and restrictions are hereby placed on the development and use of Indian Hills and the Dobbs Property:

1. Incorporation of Recitals. The Recitals portion of this Agreement is hereby incorporated by this reference to the same extent and as fully as though it were here rewritten in its entirety.

2. Creation of Non-Exclusive Perpetual Access Easements Burdening and Benefiting Each of the Parcels. PPI hereby grants to Dobbs a perpetual non-exclusive pedestrian and vehicular access easement to the roadways within Indian Hills via the roadways, drives, traffic aisles and lanes and curb-outs now or hereafter from time to time located on the Indian Hills Property, the specific legal description of which is attached hereto as, respectively, Exhibit "C" and "D", incorporated herein by reference. Dobbs hereby grants to PPI a perpetual non-exclusive pedestrian and vehicular access easement to the parking areas located on or within Dobbs Property, and the right to park thereon, the legal description of which is attached hereto as Exhibit "E", and incorporated herein by reference. The foregoing perpetual non-exclusive access and parking easement grants and declarations are for the benefit of Dobbs Property and the Indian Hills Property, the current owner of such Parcel(s) and their successors and assigns who become the owner(s) of such Parcel(s) (or any part thereof), as well as their respective tenants, guests, patrons, invitees, employees and delivery service vehicles (hereinafter referred to as the "Parcel Beneficiaries"). These easements are non-exclusive and in common solely with Indian Hills and the Dobbs Property, the current owner of such Parcels, and their successors and assigns who become the owner of such Parcels (or any part thereof). The owners of Indian Hills and Dobbs Property shall repair and maintain the road, driveways and parking areas within their respective parcels, including, but not limited to the exits, entrances, passageways and landscaping, at their respective cost and expenses in good condition and repair, reasonably free of dirt, rubbish, debris, water, snow and ice, refuse and obstructions, and maintain in good condition and repair the drainage system for the same, so that the easement heretofore granted may be used and enjoyed by the Parcel Beneficiaries.
3. Mineral/Mining Rights. The easements herein granted do not include mineral and mining rights not owned by PPI or Dobbs and are subject to other restrictions and limitations of record.
4. Right to Enforce. In the event that the owner of any Parcel burdened by easements herein created fails or refuses to repair, maintain or otherwise comply with the undertaking and agreement affecting the burdened Parcels set forth in this Agreement, the non-defaulting owner shall give the defaulting owner notice of such failure in accordance with Paragraph 5 of this Agreement. Upon the defaulting owner's failure to commence activities reasonably designed to cure the noticed default within thirty (30) calendar days after the giving of the notice in accordance with Paragraph 5 hereof, the non-defaulting owners may proceed to cure the default by the defaulting owner. If the defaulting owner timely commences activities to cure the noticed default, but having so commenced, fails to complete said activities within a reasonable period of time or in a reasonable manner, the non-

defaulting owner(s) shall not be required to re-notify the defaulting owner and may proceed forthwith to cure the default at the expense of the defaulting owner. A non-defaulting owner is hereby granted an irrevocable license to enter upon the defaulting owner's parcel to undertake and complete reasonably necessary activities to remedy any uncured default of which the defaulting owner has been notified. Any sum reasonably expended by the non-defaulting owner in curing the default by the defaulting owner incurred by the non-defaulting owner are paid at the per annum rate of two percent (2%) above (plus) the prime rate of interest from time to time in effect and quoted in **The Wall Street Journal**.

In addition to the foregoing monetary remedies, nothing contained in this Agreement, whether expressed or implied, shall be deemed or construed to limit any non-defaulting owner from pursuing such other rights and remedies as may be available in accordance with law or equity.

5. **Notices; "Business Days" Defined.** Any notice required or permitted to be given hereunder shall be given in writing and may be personally delivered (including recognized air courier service such as Federal Express or UPS) or mailed, United States Postal Service, registered or certified mail, postage prepaid, return receipt requested, at the following addresses or such other addresses as the owner of any Parcel for itself may designate in writing delivered or mailed as aforesaid for the purpose of receiving notices hereunder, to-wit:

PPI: **Dwight A. Sandlin, Sr.**
 3545 Market Street
 Hoover, AL 35226

Dobbs: **Joseph E. Dobbs, Jr.**
 3601 Parkwood Road SE
 Bessemer, AL 35022

Any notices addressed as aforesaid shall be deemed given (and received by the owner to whom it is addressed as follows:

- (a) If personally delivered, on the date that it is delivered;
- (b) If sent by air courier services, on the next following business day after placed in the hands of an agent for the air courier service or deposited in a pick-up box for such services; or
- (c) If mailed as aforesaid, three (3) business days after deposited with the United States Postal Service.

The terms "business day" or "business days" used in this Agreement are hereby defined and shall mean a day or days which is/are neither a Saturday, Sunday nor holiday observed by the United States Postal Service.

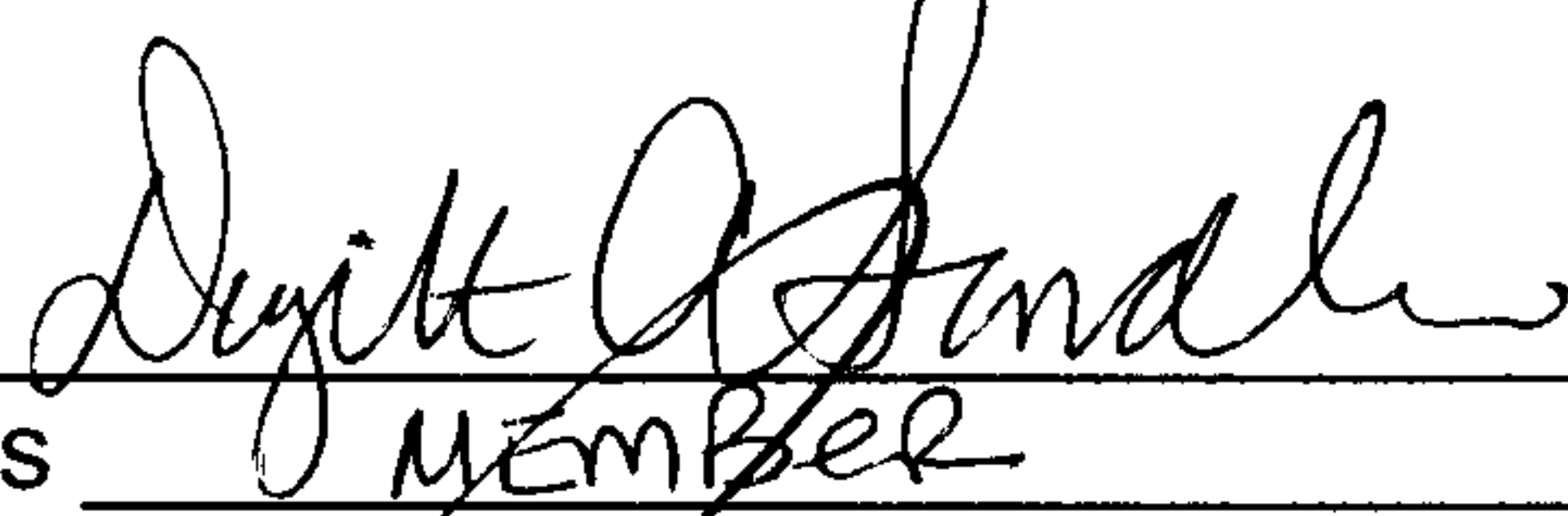
6. **Easements and Covenants to Run With the Land.** The foregoing mutual and reciprocal easements and covenants are hereby declared to be covenants running with the land and are for the benefit of and shall burden Indian Hills and the Dobbs Property, the current owners of each of said parcels, their respective successors and assigns.
7. **Indemnification.** Each owner of the Parcels shall protect, defend, hold harmless, and indemnify the owner(s) of the other Parcel from and against any and all claims for death or injury to person or damage to property, and from all actions of every kind and nature which may arise out of or result from the actions or inactions of, or by reason of the negligent installation or maintenance of any of the improvements.
8. **Binding Effect.** This Agreement and the benefits and obligations hereof shall be binding upon and inure to the benefit of, as the case may be, the parties hereto, their respective heirs, executors, administrators, successors and assigns.
9. **Construction.** The necessary grammatical changes required to make the provision of this Agreement apply in the plural sense where there is more than one owner and to either corporation, associations, partnership or individual, males or females, shall in all instances be assumed as though fully expressed. The captions used in this Agreement are for convenience only and do not in any way limit or amplify the terms and provisions hereof.
10. **Severability and Governing Law.** The invalidity or unenforceability of any provision of this Agreement shall not affect or impair the validity of any other provision. The laws of the State of Alabama shall govern the interpretation, validity, performance and enforcement of this Agreement.
11. **Amendment.** This Agreement may be modified and amended only in a written instrument executed by the record owners of the respective Parcel owners and recorded in the Probate Office of Shelby County, Alabama.

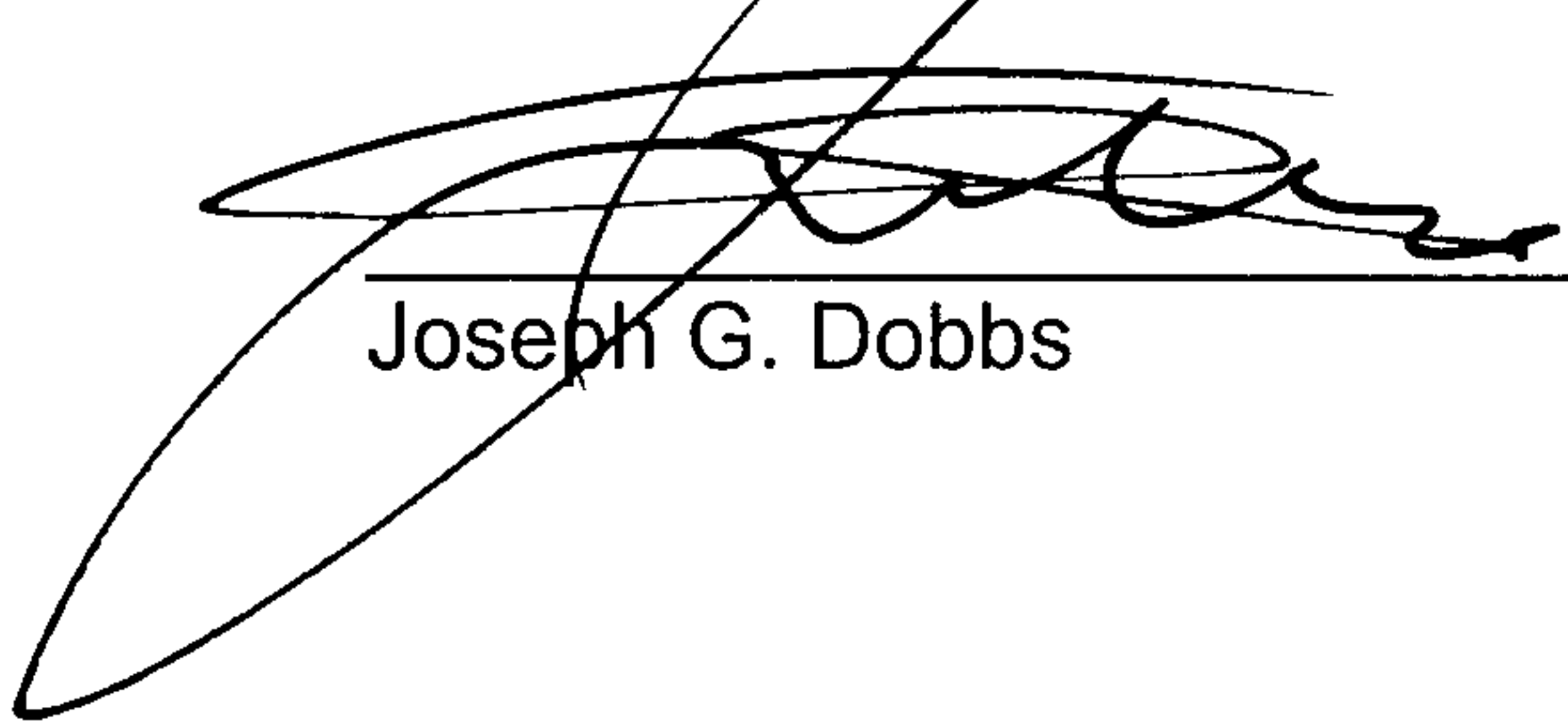
IN WITNESS WHEREOF, this Agreement has been executed by each entity having a contract interest in each Parcel as of the day and year first above written.

PELHAM PARKWAY INVESTORS, LLC

By:

Its


MEMBER


Joseph G. Dobbs

STATE OF ALABAMA)

JEFFERSON COUNTY)


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Shelby Cnty Judge of Probate, AL
09/26/2008 12:15:58PM FILED/CERT

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Dwight A Sandlin, whose name as a Member of Pelham Parkway Investors, L.L.C., an Alabama limited liability company, is signed to the foregoing Declaration of Condominium, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Declaration of Condominium, he, as such Member and with proper authority, executed the same voluntarily for said Company on the day the same bears date.

Given under my hand and official seal of office this 28th day of September, 2008.



Notary Public
My Commission Expires: 8/4/09

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Joseph G. Jobbs, whose name as a Member of Pelham Parkway Investors, L.L.C., an Alabama limited liability company, is signed to the foregoing Declaration of Condominium, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Declaration of Condominium, he, as such Member and with proper authority, executed the same voluntarily for said Company on the day the same bears date.

Given under my hand and official seal of office this 25th day of September, 2008.



Notary Public
My Commission Expires: 8/4/09

EXHIBIT "A"


20080926000381730 7/12 \$44.50
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STATE OF ALABAMA
SHELBY COUNTY

A parcel of land being a portion of Blocks 1, 2 & 3 according to the Survey of Eckmann Subdivision as recorded in Map Book 3, page 144 in the Probate Office of Shelby County, Alabama, located in the Northwest $\frac{1}{4}$ of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of the Northwest $\frac{1}{4}$ of said Section 31; thence in a Northerly direction, along the West line of said Section 31, a distance of 10.48 feet to the POINT OF BEGINNING; thence $00^{\circ}07'18''$ right, in a Northerly direction along said West line, a distance of 636.22 feet; thence $53^{\circ}55'33''$ right, in a Northeasterly direction, a distance of 428.24 feet to a point on the Westerly right-of-way line of U. S. Highway 31; thence $90^{\circ}05'08''$ right, in a Southeasterly direction along said right-of-way, a distance of 40.03 feet; thence leaving said right-of-way $89^{\circ}57'38''$ right, in a Southwesterly direction, a distance of 202.26 feet; thence $90^{\circ}04'14''$ left, in a Southeasterly direction, a distance of 314.65 feet; thence $85^{\circ}36'35''$ right, in a Southwesterly direction, a distance of 200.00 feet; thence $85^{\circ}34'19''$ left, in a Southeasterly direction, a distance of 175.68 feet; thence $86^{\circ}02'55''$ right, in a Southwesterly direction, a distance of 336.68 feet; thence $43^{\circ}31'44''$ right, in a Westerly direction, a distance of 84.83 feet to the POINT OF BEGINNING.

EXHIBIT "B"

Legal Description:


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A portion of Blocks 1 & 2 according to the Survey of Eckmann Subdivision as recorded in Map Book 3, Page 44 as recorded in the Probate Office of Shelby County, Alabama being more particularly described as follows:

Commence at the Southwest corner of the Northwest quarter of Section 31, Township 19 South, Range 2 West; thence run in a Northerly direction along the West line of said quarter section for a distance of 10.46 feet; thence turn a deflection angle to the right of $93^{\circ} 33' 01''$ and run in an easterly direction for a distance of 85.00 feet to the point of beginning; thence turn a deflection angle to the left of $43^{\circ} 34' 13''$ and run in a Northeasterly direction for a distance of 336.69 feet; thence turn a deflection angle to the right of $93^{\circ} 55' 13''$ and run in a southeasterly direction for a distance of 58.00 feet; thence turn a deflection angle to the left of $94^{\circ} 21' 09''$ and run in a northeasterly direction for a distance of 199.90 feet; thence turn a deflection angle to the right of $94^{\circ} 21' 09''$ and run in a southeasterly direction for a distance of 306.00 feet; thence turn a deflection angle to the right of $85^{\circ} 39' 00''$ and run in a Southwesterly direction for a distance of 130.05 feet; thence turn a deflection angle to the right of $44^{\circ} 00' 00''$ and run in a westerly direction for a distance of 526.11 feet to the point of beginning.

NOTE: We find no apparent means of ingress/egress.

EXHIBIT "C"
EASEMENT NO. 2
(30-Foot Cross Access Easement from
Pelham Parkway Investors, LLC to Joseph G. Dobbs)

STATE OF ALABAMA
SHELBY COUNTY

A parcel of land being a portion of Blocks 1, 2 & 3 according to the Survey of Eckmann Subdivision as recorded in Map Book 3, page 144 in the Probate Office of Shelby County, Alabama, located in the Northwest $\frac{1}{4}$ of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of the Northwest $\frac{1}{4}$ of said Section 31; thence in a Northerly direction, along the West line of said Section 31, a distance of 10.48 feet; thence $93^{\circ}38'18''$ right, in an Easterly direction, a distance of 84.83 feet; thence $43^{\circ}31'44''$ left, in a Northeasterly direction, a distance of 169.61 feet to the POINT OF BEGINNING of the centerline of a 30-foot Wide Cross Access Easement; thence $48^{\circ}43'48''$ left, in a Northerly direction, a distance of 185.87 feet to the beginning of a curve to the left, said curve having a radius of 161.06 feet and a central angle of $38^{\circ}30'08''$; thence along arc of said curve, in a Northwesterly direction, a distance of 108.23 feet to end of said curve; thence continue along tangent of said curve, in a Northwesterly direction, a distance of 78.23 feet to the beginning of a curve to the right, said curve having a radius of 300.00 feet and a central angle of $15^{\circ}27'57''$; thence along arc of said curve, in a Northwesterly direction, a distance of 80.98 feet to end of said curve; thence continue along tangent of said curve, in a Northwesterly direction, a distance of 4.53 feet to the beginning of a curve to the right, said curve having a radius of 140.00 feet and a central angle of $61^{\circ}43'53''$; thence along arc of said curve, in a Northwesterly then Northeasterly direction, a distance of 150.84 feet to end of said curve; thence along tangent of said curve, in a Northeasterly direction, a distance of 88.40 feet to the beginning of a curve to the right, said curve having a radius of 75.00 feet and a central angle of $12^{\circ}24'02''$; thence along arc of said curve, in a Northeasterly direction, a distance of 16.23 feet to end of said curve; thence along tangent of said curve, in a Northeasterly direction, a distance of 205.17 feet to a point on the Westerly right-of-way of U.S. Highway 31, said point being the end of the centerline of said 30-foot Wide Cross Access Easement.

EXHIBIT "D"

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EASEMENT NO. 3
(Cross Access and Parking Easement from
Pelham Parkway Investors, LLC to Joseph G. Dobbs)

STATE OF ALABAMA
SHELBY COUNTY

A parcel of land being a portion of Blocks 1 & 3 according to the Survey of Eckmann Subdivision as recorded in Map Book 3, page 144 in the Probate Office of Shelby County, Alabama, located in the Northwest $\frac{1}{4}$ of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of the Northwest $\frac{1}{4}$ of said Section 31; thence in a Northerly direction, along the West line of said Section 31, a distance of 10.48 feet; thence $93^{\circ}38'18''$ right, in an Easterly direction, a distance of 84.83 feet; thence $43^{\circ}31'44''$ left, in a Northeasterly direction, a distance of 189.57 feet to the POINT OF BEGINNING; thence continue along last described course, in a Northeasterly direction, a distance of 55.95 feet; thence $146^{\circ}57'03''$ left, in a Westerly direction, a distance of 19.39 feet to the beginning of a curve to the right, said curve having a radius of 20.00 feet and a central angle of $98^{\circ}13'15''$; thence along arc of said curve, in a Westerly then Northerly direction, a distance of 34.29 feet to end of said curve; thence $180^{\circ}00'00''$ left from tangent of said curve, in a Southerly direction, a distance of 53.93 feet to the POINT OF BEGINNING.

EXHIBIT "E"

EASEMENT NO. 1

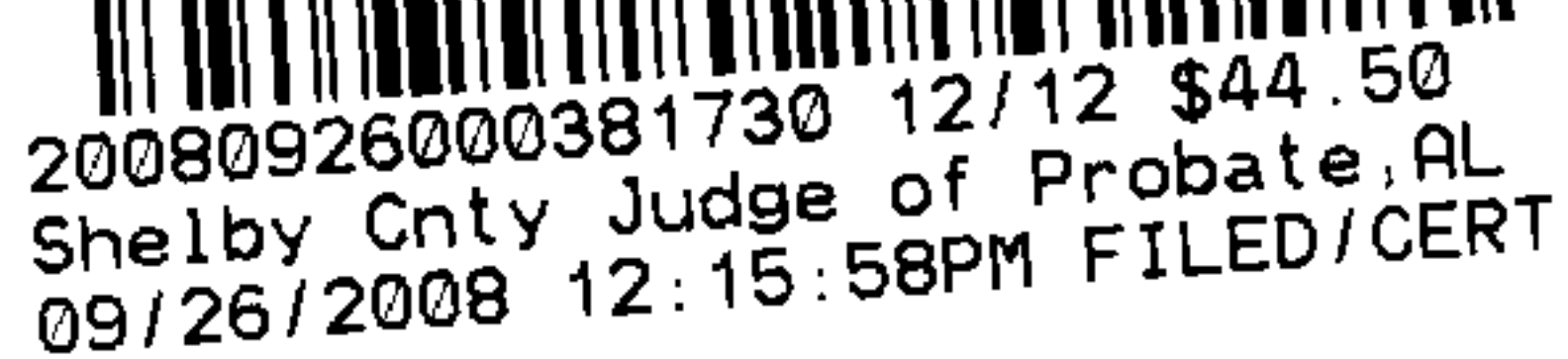
(Cross Access and Parking Easement from
Joseph G. Dobbs to Pelham Parkway Investors, LLC)


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STATE OF ALABAMA
SHELBY COUNTY

A parcel of land being a portion of Blocks 1 & 3 according to the Survey of Eckmann Subdivision as recorded in Map Book 3, page 144 in the Probate Office of Shelby County, Alabama, located in the Northwest $\frac{1}{4}$ of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of the Northwest $\frac{1}{4}$ of said Section 31; thence in a Northerly direction, along the West line of said Section 31, a distance of 10.48 feet; thence $93^{\circ}38'18''$ right, in an Easterly direction, a distance of 84.83 feet; thence $43^{\circ}31'44''$ left, in a Northeasterly direction, a distance of 46.92 feet to the POINT OF BEGINNING; thence continue along last described course, in a Northeasterly direction, a distance of 142.64 feet; thence $131^{\circ}16'12''$ right, in a Southerly direction, a distance of 95.29 feet; thence $90^{\circ}38'30''$ right, in a Westerly direction, a distance of 107.22 feet to the POINT OF BEGINNING.



**Condominium Plat of
Indian Hills, A Condominium**

SEPTEMBER 5, 2008



1

A portion of land being a portion of Blocks 1, 2 & 3 according to the Survey of Echemann Subdivision as recorded in Map Book 5, page 144 in the Probate Office of Shelby County, Alabama, located in the Northwest 1/4 of Section 31, Township 19 South, Range 2 West, Shady County, Alabama, being more particularly described as follows:

[illegible]

¹ Further, exactly how and where the Confederation is currently located is listed in Flood Zone X (inside any special flood hazard area) according to the flood map prepared by the U.S. Department of the Interior, Fish and Wildlife Service. This Confederation is included in the part of the Plans and Declaration of Intent #14, A Confederation in Shelby County, Alabama, with all legal descriptions contained therein incorporated as if stated in full herein and is approved for recordation in the Confederation Book in the Office of the Judge of Probate of Shelby County, Alabama.

Printed name: Robert M. Loeber, Jr.
Registered Engineer
Registration Number: 21564 Alabama

Printed name: Robert Loeber, Jr.
Registered Land Surveyor
Registration Number: 18399 Alabama

I, Robert Loeber, Jr., certify that all of parts of this survey and drawing have been completed in accordance with the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge.

ALABAMA



BancorSouth Bank
Mortgage

All portions of the site outside of the buildings are common elements. All portions of the site are subject to development rights.

Shelby County and the City of Peoria are not responsible for the rooves or damage within this site. The Indian Hills Owners Association, Inc. is responsible for all maintenance.

The property is located in Zone X according to FEMA Flood Insurance Rate Map Panel 02080. Map Number: 01117002080, dated September 29, 2006

Condominium Name: Indian Hills, A Condominium

