

THIS INSTRUMENT PREPARED BY:
J. David Dodd
Scruggs, Dodd & Dodd Attorneys, P.A.
P. O. Box 681109
Fort Payne, AL 35968

STATE OF ALABAMA

COUNTY OF DEKALB

AMENDED AND RESTATED
EASEMENT AGREEMENT

This Amended and Restated Easement Agreement ("Agreement") is entered by and between Angela J. Wood ("Wood") and Olive S. Jones ("Jones") (together "Grantors") and the Estate of Collette Kerby, deceased ("Grantee"). The parties agree as follows:

WHEREAS, Grantors own the following described property and as depicted in the attached plat:

Commence at an axle found at the SE Corner of the NE Quarter of Section 28, Township 5 South, Range 10 East, Huntsville Meridian, DeKalb County, Alabama; thence N 43°18'48" W a distance of 2792.79' to a 3/4" Pipe on the North Right-of-Way limit of Alabama Highway 117, the SE Corner of Lot 5, Block 15 of the Mentone Hotel Subdivision; thence N 05°01'39" E a distance of 45.3' to the point of beginning of said easement; thence N 05°01'39" E a distance of 30.0' to a 1/2" Steel Rod at the NE Corner of the South Half of said Lot 5; thence N 83°12'36" W a distance of 75.06' to a 1/2" Steel Rod in pavement; thence N 83°12'36" W a distance of 34.25' to the East Right-of-Way limit of County Road 89; thence a chord bearing and distance along a curve to the left of N 27°26'32" E 84.15'; thence continue along said Right-of-Way limit a chord bearing and distance of N 04°41'02" E a distance of 40.0'; thence leaving said Right-of-Way S 81°53'33" E a distance of 140.72' to a point that is S 03°09'11" W 319.62' from a 1/2" Steel Rod with Cap Stamped RM JONES 23344; thence S 03°09'11" W a distance of 40.0' to a 5/8" Steel Rod, the SE Corner of Lot 23, Block 15; thence S 81°56'30" E a distance of 60.63' to a point that is N 81°56'30" W 72.39' from a 1/2' Pipe found at the NE Corner of Lot 1, Block 15; thence S 05°01'39" W a distance of 74.37'; thence N 83°12'36" W a distance of 50.86'; thence S 74°33'02" W a distance of 79.13' to the point of beginning. Said description is intended to encompass the North Half of Lots 3, 4, 5, and 6, the West Half of the North Half of Lot 2, the South 40' of Lot 23, and a triangular portion lying in the NW corners of the South Half of Lots 3 and 4 of Block 15, of the Mentone Hotel Subdivision as recorded in Plat Book 3 Page 19.

WHEREAS, Grantee is the owner of the South 75 feet of Lot 5, and the East 25 feet of the South 75 feet of Lot number 6, Block 15 of the Mentone Hotel Subdivision, DeKalb County, Alabama

Alabama and as depicted in the attached plat;

WHEREAS, the parties desire to amend the that certain Easement Agreement dated September 5, 2013 and recorded at Deed Book 795, Page 97 by including property that was otherwise omitted and further desire to restate such Agreement in its entirety and setting forth the terms, rights and conditions of a non-exclusive parking easement and utility easement from Grantors to Grantee;

NOW THEREFORE, in consideration of the mutual covenants of this Agreement, the parties agree as follows:

1. Grantors convey to Grantee a renewable non-exclusive parking easement for ingress, egress and the parking of automobiles for Grantee, its successors, assigns, licensees, and invitees on, over and across the above stated property of Grantors.

2. Grantors further convey to Grantee the right, on the above described property of Grantors, to install underground utilities including gas and water and to maintain, repair, replace and expand the existing septic tank, field lines and any other subsurface waste disposal lines, water lines, pumps or any other equipment required to meet any present or future requirements of the DeKalb County Health Department for the sewage disposal system serving the existing restaurant building of Grantee.

3. Grantors further convey to Grantee the right, on the above describe property of Grantors, to install a concrete pad for a garbage dumpster and, if required, the erection of a fence and gate to enclose said dumpster to meet DeKalb County Health Department requirements. Said pad and dumpster shall be located at the northerly side of the parking lot.

4. Grantee acknowledges that the parking easement is non-exclusive and that the invitees and licensees of Grantors have and continue to utilize the parking area. Grantee agrees not to impede,

impede, restrict or interfere with the use of said parking area by Grantors, their invitees and licensees.

5. Grantee agrees to maintain the parking lot at its sole expense and to timely remove all trash and debris from same.

6. Grantee shall install, at a minimum, a concrete slab for the garbage dumpster to be placed upon within 60 days of the date of this Agreement.

7. Grantee shall maintain and make timely repairs as needed to the sewage disposal system serving the existing restaurant located on Grantee's property in accordance with the requirements of the DeKalb County Health Department.

8. Grantors agree to promptly pay all property taxes due or attributable to the property burdened by the easements herein granted.

9. Grantee shall remit to Jones, or the then current owner of the Jones property described above, \$700.00 on September 1 of each year. Grantee shall remit to Wood, or the then current owner of the Wood property described above, \$300.00 on September 1 of each year. Said payments shall be deemed to be made in advance and shall entitle Grantee to the rights and privileges conveyed herein for a period of one year ending the following year on August 30, at which time the next year's payments shall be due and payable.

10. In the event the Grantee fails to pay the annual sums or fails to comply with the terms of this Agreement, following 30 days written notice to Grantee by certified mail return receipt requested, of such non-payment or noncompliance, Grantors may terminate this Agreement.

11. The parties agree that this Agreement shall be recorded in the Office of the Judge of Probate for DeKalb County at the sole cost and expense of Grantee. This Agreement is intended to be

to be permanent, so long as the annual sums are paid to the Grantors, and shall run with the land, and for this reason shall be binding upon and shall inure to the benefit of and obligate the parties' heirs, administrators, executors, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands to this Agreement on this the 16th day of October, 2013.

Olive S. Jones
Olive S. Jones, Grantor

Angela J. Wood
Angela J. Wood, Grantor

Estate of Collette Kerby, deceased, Grantee

By: Jamie Mikaelian Executrix
Jamie Mikaelian, Executrix

STATE OF ALABAMA

COUNTY OF DEKALB

I, the undersigned, a notary public in and for said County and State, hereby certify that **OLIVE S. JONES**, whose name is signed to the foregoing Easement Agreement and who is known to me, acknowledged before me this day, that, being informed of the contents of said instrument, she executed the same voluntarily on the day the same bears date and verified that the facts and matters set forth in said Agreement are true and correct to the best of her knowledge, information and belief.

Given under my hand and official seal this the 16th day of October, 2013.

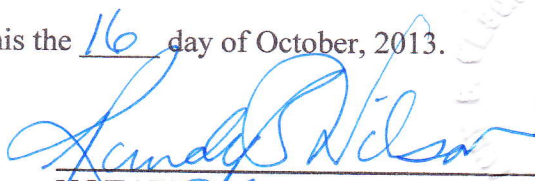
Randy Wilson
NOTARY PUBLIC
My Commission Expires: 6/24/2015

STATE OF ALABAMA

COUNTY OF DEKALB

I, the undersigned, a notary public in and for said County and State, hereby certify that **ANGELA J. WOOD**, whose name is signed to the foregoing Easement Agreement and who is known to me, acknowledged before me this day, that, being informed of the contents of said instrument, she executed the same voluntarily on the day the same bears date and verified that the facts and matters set forth in said Agreement are true and correct to the best of her knowledge, information and belief.

Given under my hand and official seal this the 16 day of October, 2013.



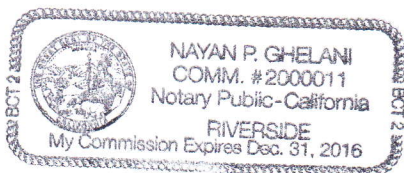
NOTARY PUBLIC
My Commission Expires: 6-24-2015

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

I, the undersigned, a notary public in and for said County and State, hereby certify that **JAMIE MIKAELIAN**, whose name as **EXECUTRIX** of the **ESTATE OF COLLETTE KERBY**, signed the foregoing Easement Agreement and who is known to me, acknowledged before me this day, that, being informed of the contents of said instrument, she executed the same voluntarily and on behalf of said corporation on the day the same bears date and verified that the facts and matters set forth in said Agreement are true and correct to the best of her knowledge, information and belief.

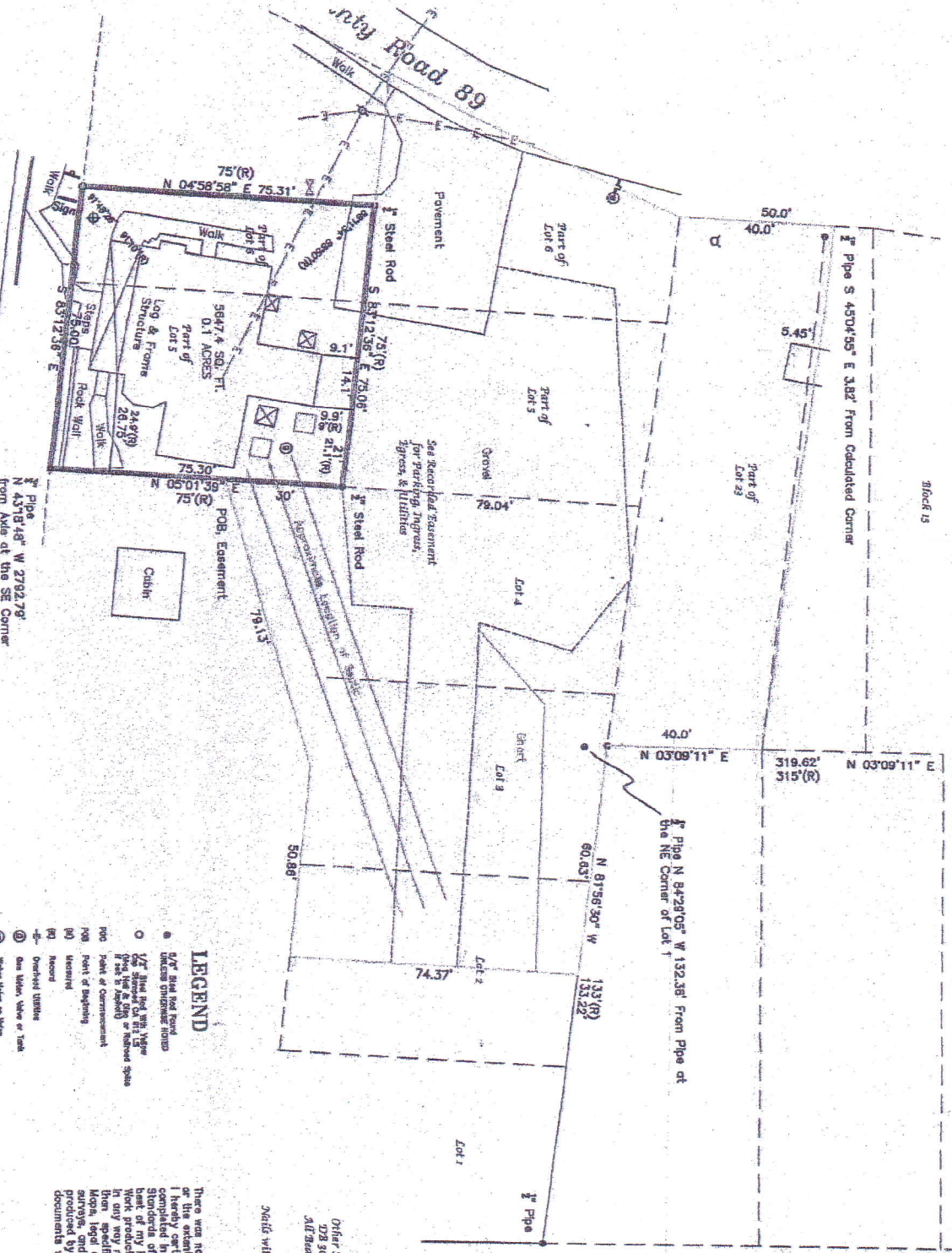
Given under my hand and official seal this the 11th day of October, 2013.





NOTARY PUBLIC
My Commission Expires: 12/31/2016

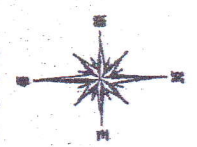
Alabama Highway 117 ROW Varies



- LEGEND**
- 1/2" Steel Rod Found Unless Otherwise Noted
 - 1/2" Steel Rod in Wall (Per 1941 Ala. Code)
 - Lot, Sublot, or Parcel
 - ▭ Part of Easement
 - ▭ Part of Encroachment
 - ▭ Part of Beginning
 - ▭ Boundary
 - ▭ Record
 - ▭ Overhead Utility
 - ▭ Gas Main, Water or Sewer
 - ▭ Day Marker
 - ▭ Utility Pole
 - ▭ Air, Heat, or Gas
 - ▭ Street Sign
 - ▭ 1/4" Pipe or Stake
 - ▭ Fire Hydrant

There was no attempt in the field to determine the location of or the extent of possible encroachments beneath the surface. I hereby certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief, and that I am a duly licensed Professional Surveyor in the State of Alabama. This product may not be used for any other purpose other than that specifically intended by client and authorized by Surveyor. Maps, legal descriptions and all original papers, documents, maps, surveys, and other work product of Surveyor, and copies thereof, produced by Surveyor not for use by any other person, except documents which client is required to file with public agencies.

Referenced to Our Survey 07-001
 South Line of Tract #
 Official Sources: Survey by Mark McCurdy dated 4-21-1984,
 728 80° 2' 56.4" 228.73' 2° 20', 228 58° 2' 38.4" 228 47.4' 2' 58"
 All Bearings and Distances along Right-of-Ways are Closed
 Bearings and Distances
 Interior Points Not Located
 Wells with Flagging are Reference Points for This Surveyor and
 Have 300' Relation to the Boundary.
 Unless Otherwise Noted
 Unless Otherwise Noted



| | | | |
|---------------------------------------|---------|---------------------------|-------------|
| DATE | | 2018 | |
| BOUNDARY SURVEY WITH IMPROVEMENTS FOR | | | |
| WILSON REALTY | | | |
| MOONLIGHT BISTRO | | | |
| DATE | 9-22-18 | OWNER LAND SURVEYING, LLC | |
| FIELD | 9-24-18 | P. O. BOX 188 | |
| SCALE | 1"=80' | HEWLETT ALABAMA 36884 | |
| | | MOBILE 36688-2000 | |
| | | REVISED | PROJECT NO. |
| | | 10-4-18 | 18-050 |