

STATE OF ALABAMA)
)
SHELBY COUNTY)

479
1217
AGREEMENT

WHEREAS Jack D. Harris and/or J. Harris Development Corporation (hereinafter "Harris") is the owner of the real property described on Exhibit A, and the optionee of the real property described on Exhibits B and C, and the owner of the real property described on Exhibit D, all attached hereto and made a part hereof; and

WHEREAS C. I. Crais and Marion F. Dick (hereinafter Crais and Dick) are the owners and optionors of the real property described in Exhibits B and C; and

WHEREAS Robert ("Bobby") Hinds (hereinafter "Hinds") has heretofore claimed title to a portion of the real property described on Exhibits A, B and C by adverse possession or otherwise which claim by Hinds has resulted in a dispute as to the true boundary line separating the real property owned by or under option to Harris and described on Exhibits A, B and C and real property owned by Hinds which is adjacent thereto; and

WHEREAS the parties have reached an agreement to settle the dispute;

NOW THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth and the payment of One Dollar (\$1.00) and other good and valuable consideration by each of the parties to the other, the parties do hereby agree and declare as follows:

1. The parties fix and declare the true boundary line between the real property owned by or under option to Harris and described on Exhibits A, B and C and the adjacent real property owned by Hinds to be as shown and set forth on the survey attached hereto as Exhibit E and initialed by the parties hereto and made a part hereof. Said boundary line is designated on the survey as DIVISION LINE "A" running the length of Parcels A, B and C shown thereon, (Parcels A, B and C being the same parcels described on Exhibits A, B and C respectively).

2. Hinds agrees to execute contemporaneously herewith a Quit Claim Deed to Harris conveying any and all right, title or interest he has now or ever claimed in the real property described on Exhibits A, B and C whether by adverse possession or otherwise.

3. To the extent necessary in this Agreement or otherwise to establish the true boundary line as that shown on the survey attached as Exhibit E, Hinds agrees to and does hereby release, quit claim, grant, sell and convey to Harris all of his right, title, interest and claim in or to the real property described on Exhibits A, B and C and does acknowledge that the true and correct boundary line between the said real property described on Exhibits A, B and C and Hinds adjacent property is and shall be the boundary line as defined in the survey attached hereto as Exhibit E.

4. Harris has filed for record a subdivision plan for a portion of the real property described on Exhibit A, known as Dearing Downs Sixth Addition Phase I. Harris intends to develop for residential subdivisions at a time in the future all or a portion of the remainder of the real property described on Exhibit A which is to be known as Dearing Downs Sixth Addition Phase II and the real property described on Exhibits B and C. As to the real property described on Exhibits B and C, Harris agrees that any future subdivision plan filed with the governmental authorities having jurisdiction thereof must show a terminal point adjacent to or at the boundary of the real properties described on Exhibits B and C, so as to permit Hinds a right of access over, across, and through the street or roadway in the subdivisions to be developed by Harris on the real properties described in Exhibits A, B and C. It is the intent of the parties that Hinds access to the real property described on Exhibit A shall be by the existing roadway connecting parcels A and B. This shall not restrict Harris' sole discretion as to the location of said access.

5. It is intended by this grant that Hinds shall have all rights accorded the general public but no more, for ingress and egress to and from the real property owned by Hinds being adjacent to the real property owned by or under option to Harris described on Exhibits A, B and C. However, it is specifically intended hereby and the parties agree that once the subdivisions are filed and developed, Hinds right of access for ingress and egress shall be limited to a street or roadway into and out of the subdivisions developed by Harris on the real property described on Exhibits A, B and C. Harris does not by this instrument agree that he will be responsible for providing, building or maintaining any roadway or street on any real property owned by Hinds but rather, agrees only to develop his subdivisions on the real property described on Exhibits B and C, such that

in each subdivision there shall be a terminal point adjacent to or at the boundary of the real property described on Exhibits B and C, and lying adjacent to the real property owned by Hinds which will permit Hinds a right of access for ingress and egress to and from Hinds property.

6. Harris agrees and hereby covenants that he will not submit any subdivision plan to the governmental authorities for approval except one which shows a terminal point of a dedicated street on such plan as being on the boundary of the real property described on Exhibits B and C, and real property owned by Hinds lying adjacent thereto, in such manner that Hinds may use such dedicated street as and for ingress and egress to and from Hinds property.

7. As to the real property described on Exhibit D, being a lot owned by Harris; Harris agrees that Hinds shall have an easement over, across and through said lot for ingress and egress to and from adjacent real property located on Highway 52 owned by Hinds.

8. The parties acknowledge that at the time this agreement is entered into Harris is not the owner of the real property described on Exhibits B and C, but has been granted an option to purchase said real property by the owners namely, Crais and Dick. Therefore, for the purpose of assuring to Hinds the future performance of the promises and undertakings hereinabove set forth the said Crais and Dick do hereby consent to and join in this agreement and it is specifically agreed that in the event Harris should fail to exercise his option to purchase the real property described on Exhibits B and C that Crais and Dick will agree to be bound by all of the promises, representations, and covenants as hereinabove set forth as same pertain to the real property described on Exhibits B and C. Crais and Dick do not by this agreement represent or warrant that they will undertake the development or filing of a subdivision plan of the real property described on Exhibits B and C in the event Harris does not exercise his option, but they do agree that in the event Harris does not exercise his option and they do not undertake a plan of development for a subdivision that they will nevertheless allow and provide Hinds an easement, at their election and description, for access over, across and through the real property described on Exhibits B and C for the purpose of providing access to Hinds for ingress to and from the real property owned by Hinds which is adjacent thereto. In the event Harris does not exercise his option to purchase the real property described on Exhibits B and C,

Crais and Dick shall have no obligation whatsoever to develop or build any roadway on the real property described therein or to incur any expense in connection with any roadway built by any other person. It is expressly understood and agreed by the parties hereto that the sole and exclusive undertaking of Crais and Dick in this Agreement is to grant Hinds an easement for ingress and egress to and from the real property described on Exhibits B and C in the event Harris should fail to exercise his option to purchase said real property. In the event Hinds or his successors should desire to improve the easements granted by Crais and Dick by building a roadway, Crais and Dick specifically reserve unto themselves and their successors the right to determine the location of any such roadway(s), so that the building or development of any roadway(s) shall not interfere with any development of the real property described on Exhibits B and C undertaken by Crais and Dick.

9. It is specifically understood and agreed between the parties hereto that the easements granted herein to Hinds shall be nonexclusive easements for the purpose of vehicular traffic between the real properties described on Exhibits A, B, C and D and adjacent real property owned by Hinds. Upon development of the real property described in Exhibits A, B, C and D, the easements granted hereby shall be limited to those portions of the property which are improved by Harris from time to time for vehicular accessways as such portions may be relocated from time to time by Harris.

10. With regard to Harris' future development of the real property described in Exhibits A, B, C and D; Hinds agrees that he may not use any of the easements granted hereby so as to conflict with or interfere with the development of said tracts by Harris. Hinds acknowledges that the development of the real property described on Exhibits A, B, C and D may from time to time interfere with his use of the easements granted hereby and Hinds does hereby consent to said interference and agrees to hold Harris harmless from any claim or damage resulting therefrom.

11. It is agreed by the parties that the representations, promises and mutual undertakings described herein shall be a covenant running with the land and shall both bind and enure to the benefit of the parties hereto and their respective heirs, successors, personal representatives, and assigns.

IN WITNESS WHEREOF, we have hereunto set out hands and seals on this
the 30th day of Sept., 1987.

Jack D. Harris
Jack D. Harris

J. HARRIS DEVELOPMENT CORPORATION

By: Jack D. Harris
As: President

Robert Bobby Hinds
Robert Bobby Hinds

C. I. Crais
C. I. Crais

Marion F. Dick
Marion F. Dick

Carrie Sue Hinds
Carrie Sue Hinds

BOOK 168 PAGE 17

BOOK 170 PAGE 477

STATE OF ALABAMA)
)
SHELBY COUNTY)

ACKNOWLEDGMENT

I the undersigned authority in and for said County, and said State, hereby certify that Jack D. Harris 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 on the day the same bears date.

Given under my hand and official seal this 30 day of September 1987.

Judith I. Neil
Notary Public
My Commission Expires September 18, 1991

STATE OF ALABAMA)
)
SHELBY COUNTY)

ACKNOWLEDGMENT

I, Judith I. Neil, a Notary Public, in and for said County in said State, hereby certify that Jack D. Harris, whose name as President of J. Harris Development 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 the instrument, he, in his capacity as such President, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30 day of September 1987.

Judith I. Neil
Notary Public
My Commission Expires September 18, 1991

STATE OF ALABAMA)
)
SHELBY COUNTY)

ACKNOWLEDGMENT

I the undersigned authority in and for said County, in said State, hereby certify that Robert Bobby Hinds / ^{& wife, Carrie Sue Hinds} 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 on the day the same bears date.

Given under my hand and official seal this 30th day of December 1987.

Eva D. Mooney
Notary Public

BOOK 168 PAGE 18

BOOK 170 PAGE 478

STATE OF ALABAMA)
SHELBY COUNTY)

ACKNOWLEDGMENT

I the undersigned authority in and for said County in said State, hereby certify that C. I. Crais 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 on the day the same bears date.

Given under my hand and official seal this 30 day of September 1987.

Judith I. Hill
Notary Public

[My Commission Expires September 18, 1991]

STATE OF ALABAMA)
SHELBY COUNTY)

ACKNOWLEDGMENT

I the undersigned authority in and for said County in said State, hereby certify that Marion F. Dick 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 on the day the same bears date.

Given under my hand and official seal this 30th day of September 1987.

A. Romig
Notary Public

BOOK 170 PAGE 479
BOOK 168 PAGE 19

PARCEL "A"

Commence at the Southwest corner of the Northeast Quarter of the Northwest Quarter of Section 26, Township 20 South, Range 3 West as per the recorded plat of the Third Sector of Portsmouth Sub-division; run thence North $88^{\circ} 26' 20''$ West for 148.48 feet to the centerline of a Alabama Power Company easement; run thence North $23^{\circ} 19' 29''$ West along said centerline for 1337.12 feet to the Northeast corner of Dearing Downs 6th Addition, Phase I and the North right of way of a gas line easement; run thence North $64^{\circ} 49' 24''$ East along said gas line for 751.04 feet; run thence South $00^{\circ} 03' 14''$ East for 44.18 feet to the centerline of said gas line easement; run thence North $64^{\circ} 49' 24''$ East along said centerline for 644.19 feet to the Western most corner of Lot 11 of Dearing Downs 6th Addition, Phase I; run thence South $04^{\circ} 50' 57''$ East along the West line of said Lot 11 for 171.3 feet; run thence in a Southeasterly direction along a curve to the right having a radius of 50 feet for an arc distance of 54.74 feet; run thence North $57^{\circ} 52' 29''$ East along the South line of said Lot 11 for 168.45 feet; run thence South $00^{\circ} 03' 49''$ East for 365.27 feet; run thence South $00^{\circ} 02' 26''$ West for 1988.67 feet; run thence North $88^{\circ} 29' 48''$ West for 788.15 feet; run thence North $0^{\circ} 01' 31''$ East for 656.35 feet to the Point of Beginning.

Said land being in Section's 23 & 26, Township 20 South, Range 3 West of the Huntsville Principle Meridian, Shelby County, Alabama and containing 55.88 acres.

BOOK 168 PAGE 20

BOOK 170 PAGE 480

EXHIBIT A

PARCEL "B"

Commence for the Point of Beginning at the Northwest corner of the Southeast Quarter of the Southwest Quarter of Section 23, Township 20 South, Range 3 West; run thence North 00° 08' 47" West for 797.41 feet to the Southwest corner of Dearing Downs 4th Addition; run thence North 89° 53' 37" East along the South line of said 4th Addition for 228.00 feet; run thence North 55° 53' 37" East along the South line of said 4th Addition for 204.99 feet; run thence North 89° 53' 37" East along the South line of said 4th Addition for 389.09 feet; run thence South 0° 09' 42" East for 935.65 feet; run thence North 88° 44' 52" West for 2.04 feet; run thence South 0° 03' 49" East for 766.69 feet to the Northeast corner of Dearing Downs 6th Addition, Phase I and the centerline of a gas line easement, run thence South 64° 49' 24" West along said centerline for 869.04 feet; run thence North 0° 00' 45" East along the East line of Dearing Downs 2nd Addition for 1158.49 feet to the Point of Beginning.

Said land being in Section 23, Township 20 South, Range 3 West of the Huntsville Principle Meridian, Shelby County, Alabama and containing 33.24 acres.

BOOK 168 PAGE 21

BOOK 170 PAGE 481

EXHIBIT B

PARCEL "C"

Commence for the Point of Beginning at the Northwest corner of the Southeast Quarter of the Northwest Quarter of Section 23, Township 20 South, Range 3 West; run thence North $0^{\circ} 06' 12''$ West along the East line of Dearing Downs 3rd Addition for 352.99 feet, run thence South $88^{\circ} 20' 43''$ East for 789.45 feet; run thence South $0^{\circ} 02' 59''$ East for 352.71 feet; run thence South $0^{\circ} 03' 19''$ East for 590.13 feet; run thence South $89^{\circ} 56' 51''$ West along the North line of Dearing Downs 4th Addition for 789.03 feet; run thence North $0^{\circ} 01' 51''$ West for 613.38 feet to the Point of Beginning.

Said land being in Section 23, Township 20 South, Range 3 West of the Huntsville Principle Meridian, Shelby County, Alabama and containing 17.28 acres.

BOOK 170 PAGE 482

BOOK 168 PAGE 22

That portion of Lot 1, Dearing Downs Seventh Addition as recorded in Map Book 9, Page 177, in the office of the Judge of Probate of Shelby County, Alabama, lying east of Dearing Downs Drive as shown on Exhibit E.

BOOK 170 PAGE 483

BOOK 168 PAGE 23

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

88 JAN 19 AM 11:17

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

RECORDING FEES

Recording Fee	\$ 27.50
Index Fee	3.00
TOTAL	\$ 30.50

EXHIBIT D

CERTIFICATION

I, Joe E. McKinley, a Registered Professional Land Surveyor in the State of Alabama, for Perry Ward & Associates, Inc., certify that this is a correct plot of an original field survey performed by me or under my direction on March 12, 1987, on the following described property:

PARCEL "A"

Commence at the Southwest corner of the Northeast Quarter of the Northwest Quarter of Section 26, Township 20 South, Range 3 West as per the recorded plat of the Third Sector of Fortsnouth Sub-division; run thence North 88° 24' 30" West for 188.88 feet to the centerline of a Alabama Power Company easement; run thence North 33° 15' 30" West along said centerline for 157.12 feet to the Northeast corner of Bearing Down 6th Addition; run thence North 84° 10' 20" East along said gas line for 751.64 feet; run thence South 60° 03' 15" East for 41.10 feet to the centerline of said gas line easement; run thence North 64° 49' 34" East along said centerline for 446.15 feet to the Western most corner of said Lot 11 of Bearing Down 6th Addition; Phase I; run thence South 84° 50' 37" East along the West line of said Lot 11 for 171.3 feet; run thence in a Southwesterly direction along a curve to the right having a radius of 70 feet for an arc distance of 54.74 feet; run thence North 37° 52' 29" East along the South line of said Lot 11 for 168.45 feet; run thence South 60° 03' 49" East for 365.77 feet; run thence South 60° 02' 26" East for 1988.67 feet; run thence North 88° 29' 48" West for 788.15 feet; run thence North 8° 01' 31" East for 654.25 feet to the Point of Beginning.

Said land being in Section 23 & 26, Township 20 South, Range 3 West of the Huntsville Principle Meridian, Shelby County, Alabama and containing 35.88 acres.

PARCEL "B"

Commence for the Point of Beginning at the Northeast corner of the Southwest Quarter of the Southwest Quarter of Section 23, Township 20 South, Range 3 West; run thence North 00° 00' 00" East for 197.41 feet to the Southwest corner of Bearing Down 6th Addition; run thence North 84° 53' 37" East along the South line of said 6th Addition for 228.00 feet; run thence North 53° 53' 37" East along the South line of said 6th Addition for 204.75 feet; run thence North 53° 37' East along the South line of said 6th Addition for 389.05 feet; run thence North 60° 03' 42" East for 935.65 feet; run thence North 60° 03' 42" East for 766.65 feet to the Northeast corner of Bearing Down 6th Addition; Phase I to the centerline of a gas line easement; run thence South 64° 49' 34" East along said centerline for 869.64 feet; run thence North 60° 03' 05" East along the East line of Bearing Down 6th Addition for 1158.09 feet to the Point of Beginning.

Said land being in Section 23, Township 20 South, Range 3 West of the Huntsville Principle Meridian, Shelby County, Alabama and containing 23.24 acres.

PARCEL "C"

Commence for the Point of Beginning at the Northeast corner of the Southwest Quarter of the Northwest Quarter of Section 23, Township 20 South, Range 3 West; run thence North 00° 00' 00" East along the East line of Bearing Down 6th Addition for 228.00 feet; run thence South 53° 53' 37" East for 789.65 feet; run thence South 60° 03' 42" East for 352.71 feet; run thence South 60° 03' 15" East for 399.13 feet; run thence North 64° 49' 34" West along the North line of Bearing Down 6th Addition for 789.65 feet; run thence North 60° 01' 31" West for 513.20 feet to the Point of Beginning.

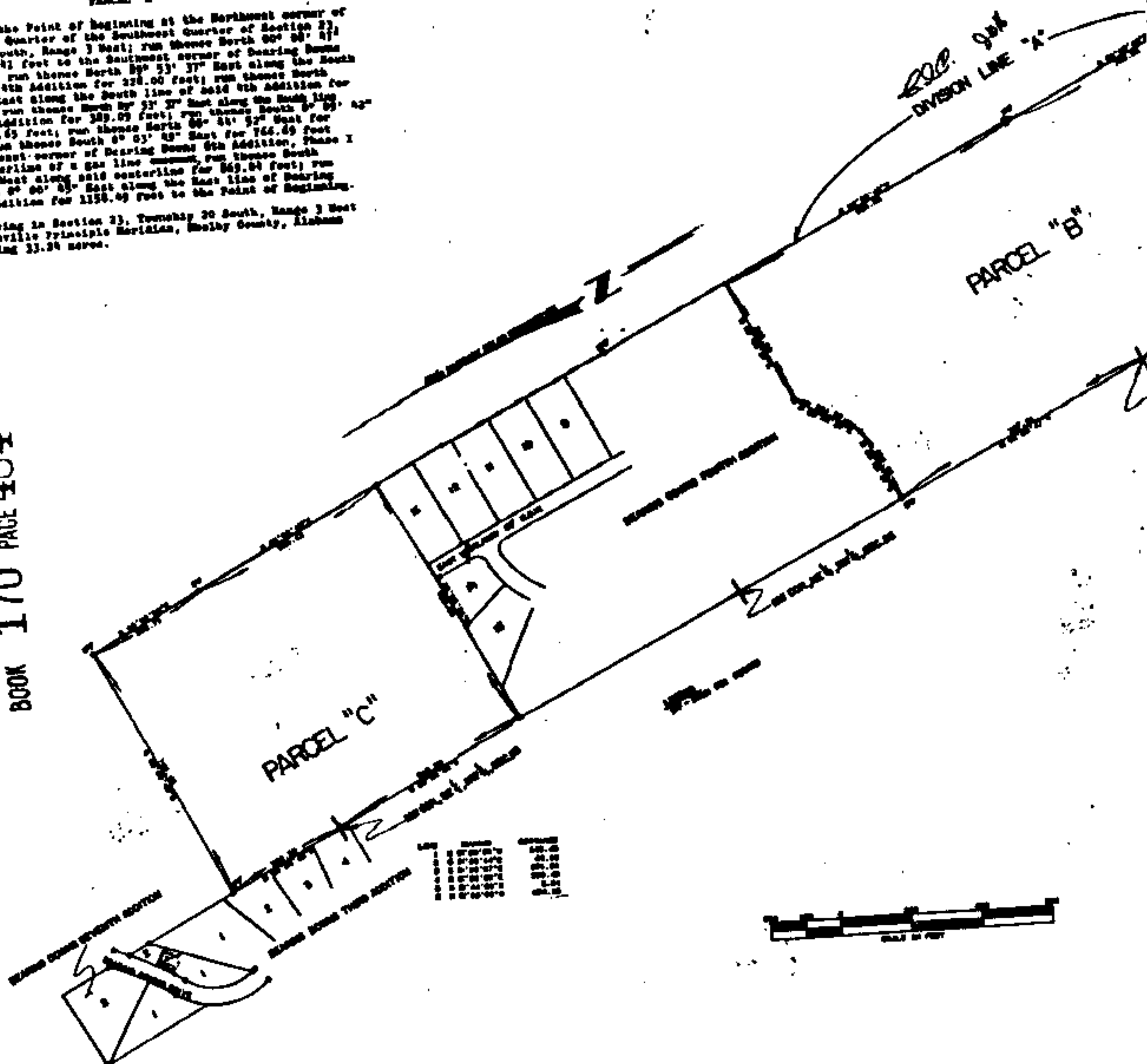
Said land being in Section 23, Township 20 South, Range 3 West of the Huntsville Principle Meridian, Shelby County, Alabama and containing 17.20 acres.

I further certify that this plot does not reflect if there are any recorded and unrecorded easements or underground encroachments (other than shown) and that this survey is performed to or exceeds the requirements of the Minimum Technical Standards for the Practice of Land Surveying in the State of Alabama as approved on January 27, 1984.

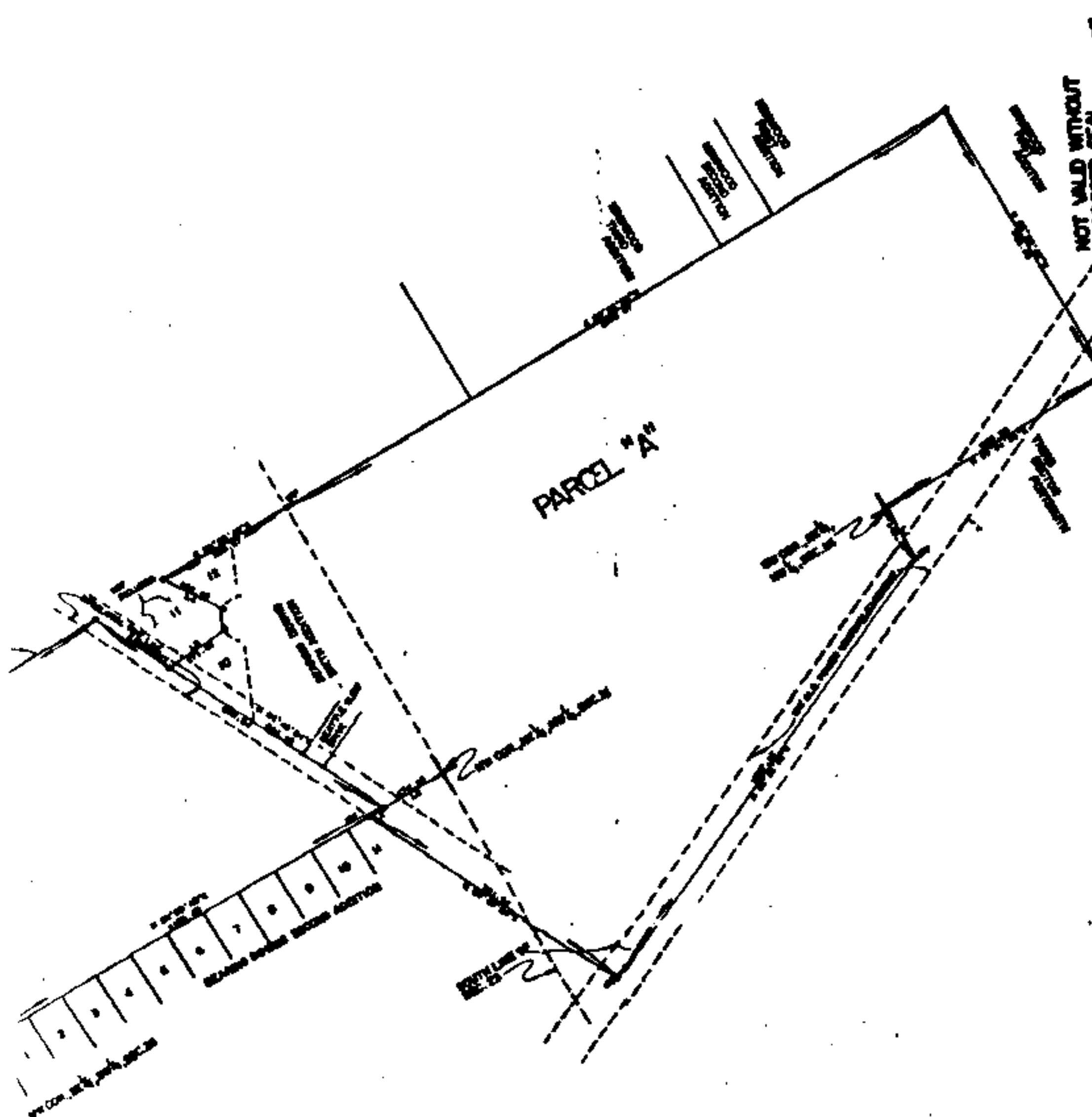
This the 12th day of March, 1987

Joe E. McKinley
Ala. Reg. No. 12942

BOOK 170 PAGE 484



BOOK 170 PAGE 485



Rec 32.50
3.00
35.50

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

88 FEB -8 PM 3: 18

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

PERRY HAND & ASSOCIATES
INCORPORATED
P.H.

S.S. 2024 470
SHELBY COUNTY, ALA. 36801
PERRY HAND & ASSOCIATES

JACK HARRIS

PROJECT NO.
G-184

DATE
1/1/88

FILE NO.

SCALE: 1"=200'
DATE: MAR 11 87
DRAWN BY: J. BLINN
CHECKED BY: J.E.M.