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This instrument was prepared by

W. Lee Thuston  
1100 First National-Southern Nat. Bldg.  
Birmingham, Alabama 35203

RECIPROCAL EASEMENT AGREEMENT

THIS AGREEMENT made this the 6 day of April, 1989 between Bayard F. Tynes (hereinafter referred to as "Tynes") and Charles E. Sharp (hereinafter referred to as "Sharp"):

WHEREAS, Sharp has, simultaneously with the execution of this Agreement, purchased from Tynes certain property located in Shelby County, Alabama, as more particularly described in Exhibit "A" attached hereto and made a part hereof, herein referred to as "Property A"; and

WHEREAS, Tynes owns certain other property above Property A located in Shelby County, Alabama, as more particularly described in Exhibit "B" attached hereto and made a part hereof, herein called "Property B"; and

WHEREAS, both Tynes and Sharp desire to have the mutual and reciprocal right to cross each other's property for the purposes of pedestrian and vehicular access to and for the benefit of the adjacent property owned by Sharp and Tynes.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereto, and in consideration of the sum of Ten Dollars (\$10) in hand paid, each to the undersigned, the receipt and sufficiency of which is hereby acknowledged:

(1) Sharp, as owner of Property A, hereby grants, bargains, sells and conveys to Tynes, as owner of Property B, and Tynes, as the owner of Property B, hereby grants, bargains, sells and conveys to Sharp, as the owner of Property A, the following

✓ **SADLER, SULLIVAN, HERRING & SHARP, P.C.**  
\* ATTORNEYS AT LAW - PAYROLL ACCOUNT  
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BIRMINGHAM, AL. 35203

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mutual easement across each other's property: An easement on and across both Property A and Property B for the purposes of pedestrian and vehicular access to and for the benefit of the adjacent property owned by either Tynes or Sharp, as the case may be.

(2) The reciprocal and mutual easements herein granted shall terminate upon either the mutual agreement of Tynes and Sharp or January 1, 2088, whichever shall first occur.

(3) The easements herein granted shall be deemed appurtenant to and to run with the ownership of Property A and Property B and their respective heirs, successors, assigns and successors in title to all or part of Property A and Property B, and the tenants, lessees, agents, employees, guests and invitees of the parties hereto, and their successors in title and guests and invitees of tenants and lessees residing on said respective properties until terminated as herein provided.

TO HAVE AND TO HOLD SAID Reciprocal Easements and all the members and appurtenances thereto belonging and every part thereof unto the respective grantee in each case and their respective heirs, successors, assigns and successors in title to all or part of Property A and Property B, and tenants, lessees, agents, employees, guests and invitees of the parties hereto and their successors in title and guests and invitees of tenants and lessees residing on said respective properties until terminated as herein provided.

IN WITNESS WHEREOF, this instrument is executed on the day and year first above written.

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[Signature]  
Witness  
[Signature]  
Witness

Bayard Tynes  
Bayard Tynes  
Charles E. Sharp  
Charles E. Sharp

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

Before me, the undersigned, a Notary Public, in and for said county, in said state, personally appeared Bayard Tynes, who, being first duly sworn, makes oath that he has read the foregoing Reciprocal Easement Agreement and knows the contents thereof, and that he is informed and believes, and upon such information and belief, avers that the facts alleged therein are true and correct.

This the 6<sup>th</sup> day of April, 1989.

[Signature]  
Notary Public

My Commission Expires 6-6-92

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

Before me, the undersigned, a Notary Public, in and for said county, in said state, personally appeared Charles E. Sharp, who, being first duly sworn, makes oath that he has read the foregoing Reciprocal Easement Agreement and knows the contents thereof, and that he is informed and believes, and upon such information and belief, avers that the facts alleged therein are true and correct.

This the 6<sup>th</sup> day of April, 1989.

[Signature]  
Notary Public

My Commission Expires 6-6-92

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EXHIBIT "A"

State of Alabama  
Shelby County

A parcel of land located in a part of Section's 17, 18, and 19, Township 20 South, Range 2 East Shelby County, Alabama. Said parcel being more particularly described as follows: As a point-of-beginning start at the SE corner of Section 18 and run South 2 degrees 32 minutes and 25 seconds West and along the East Boundary of Section 19 for a distance of 1321.64 ft. to a point; thence run North 86 degrees 54 minutes and 35 seconds West and along the South line of the N 1/2 of the N 1/2 of Section 19 for a distance of 1964.96 ft. to a point; thence run North 02 degrees 56 minutes and 25 seconds East and along the West line of the E 1/2 of the NW 1/4 of the NE 1/4 for a distance of 1317.74 ft. to a point lying on the South line of Section 18; thence run North 87 degrees 01 minutes and 35 seconds West and along the South line of said section for a distance of 651.94 ft. to a point; thence run North 0 degrees 30 minutes and 25 seconds East and along the West line of the E 1/2 of the S 1/2 Section 18 for a distance of 1335.86 ft. to a point; thence run North 87 degrees 05 minutes and 35 seconds West and along the South line of the NE 1/4 of the SW 1/4 of Section 18 for a distance of 325.28 ft. to a point; thence run North 21 degrees 18 minutes and 25 seconds East for a distance of 668.63 to a point; thence run South 87 degrees 01 minutes and 33 seconds East for a distance of 3047.35 ft. to a point on the West bank of Yellow Creek; thence run South and along a meandering Yellow Creek to the intersection of the South line of Section 17; thence run North 87 degrees 06 minutes and 40 seconds West and along the South line of Section 17 for a distance of 1313.70 ft. to the point-of-beginning. Said parcel containing 233.94 acres more or less.

EXHIBIT "B"

All that part of the N $\frac{1}{2}$  of Section 18, Township 20 South, Range 2 East, that lies South and West of Yellow Leaf Creek.

All that part of the NE $\frac{1}{4}$  of SE $\frac{1}{4}$  of Section 18, Township 20 South, Range 2 East, that lies South and West of Yellow Leaf Creek.

The NW $\frac{1}{4}$  of SE $\frac{1}{4}$ ; the S $\frac{1}{2}$  of SE $\frac{1}{4}$  and the E $\frac{1}{2}$  of E $\frac{1}{2}$  of NE $\frac{1}{4}$  of SW $\frac{1}{4}$  of Section 18, Township 20 South, Range 2 East.

The NE $\frac{1}{4}$  of NE $\frac{1}{4}$  and E $\frac{1}{2}$  of NW $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section 19, Township 20 South, Range 2 East.

All that part of the W $\frac{1}{2}$  of SW $\frac{1}{4}$  of Section 17, Township 20 South, Range 2 East, that lies South and West of Yellow Leaf Creek.

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

89 APR -7 PM 3:19

*Thomas A. Sweeney, Jr.*  
JUDGE OF PROBATE

1. Prod Tax	\$ 50
2. Mtg Tax	
3. Recording Fee	12.50
4. Indexing Fee	1.00
TOTAL	14.00