

STATE OF ALABAMA

COUNTY OF SHELBY

CROSS EASEMENT AGREEMENT

AGREEMENT, made March 5, 1993, by and between Raymond M. Garnem (hereinafter referred to as "Garnem") and Samia Michael Akl (hereinafter referred to as "Michael").

Recitals

Garnem owns certain real property commonly known as Parcel I of the former Phoenician Stud Ranch property located in Harpersville, Shelby County, Alabama, and more particularly described in that certain deed recorded in the Office of the Judge of Probate of Shelby County, Alabama at Real Vol. 1993, page 06675; said property being unimproved timber land

Michael owns certain real property commonly known as Parcel II of the former Phoenician Stud Ranch property located in Harpersville, Shelby County, Alabama, and more particularly described in that certain deed recorded in the Office of the Judge of Probate of Shelby County, Alabama at Real Vol. 1993, page 06676; said property being developed with several permanent structures and adjacent to Parcel I.

Access to the respective properties adjoin and abut each other along the common property line between the two properties, and neither access alone is sufficient to accommodate vehicular traffic relating to the use of the respective properties; but both accesses together, are sufficient and adequate for vehicular traffic of both properties.

The parties wish to provide for the unobstructed use of the accesss for ingress and egress, for the construction of drive way improvements and for the maintenance of the driveway improvements for their mutual benefit.

Agreement

Now, therefore, in consideration of the mutual covenants and easements herein contained, it is agreed as follows:

L. Bookaker

Inst # 1993-06677
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SHELBY COUNTY JUDGE OF PROBATE
003 MCD 11.50

1. Mutual easements. Garnem grants to Michael an easement of ingress and egress over "Tract A" more particularly described as, to wit:

"Commence at the northeast corner of Section 34, Township 19 south, Range 2 east, Shelby County, Alabama, and run thence N 88° 34' 07" W along the north line of said Section 34 1,078.11' to a point; Thence run S 0° 00' 22" E 2,642.05' to a point; Thence run S 9° 34' 32" E 917.94' to a point; Thence run S 25° 36' 46" W 141.97' to the point of beginning of the property being described; Thence run S 35° 18' 18" W 160.92' to a point on the northerly right of way line of Highway #280; Thence run S 53° 53' 46" W along said right of way 40.37' to a point; Thence run N 28° 19' 46" E 160.87' to a point; Thence run S 54° 35' 28" E 60.0' to the point of beginning."

Michael grants to Garnem an easement of ingress and egress over "Tract B", more particularly described as, to wit:

"Commence at the northeast corner of Section 34, Township 19 south, Range 2 East, Shelby County, Alabama and run thence S 0° 13' 40" E along the east line of said section 34 a distance of 2,612.34' to a point; Thence run S 40° 53' 23" W 1,416.36' to the point of beginning of the property being described; Thence continue S 40° 53' 23" W 162.19' to a point on the northerly right of way line of Highway #280; Thence run N 53° 53' 46" W 44.22' to a point; Thence run N 35° 18' 18" E 160.92' to a point; Thence run S 54° 35' 28" E 60.0' to the point of beginning."

2. Improvements. The parties hereby agree to share the cost of improvements to asphalt, curb and gutter, sod and provide drainage to the above described Tracts in equal shares up to a total combined cost of \$10,000.

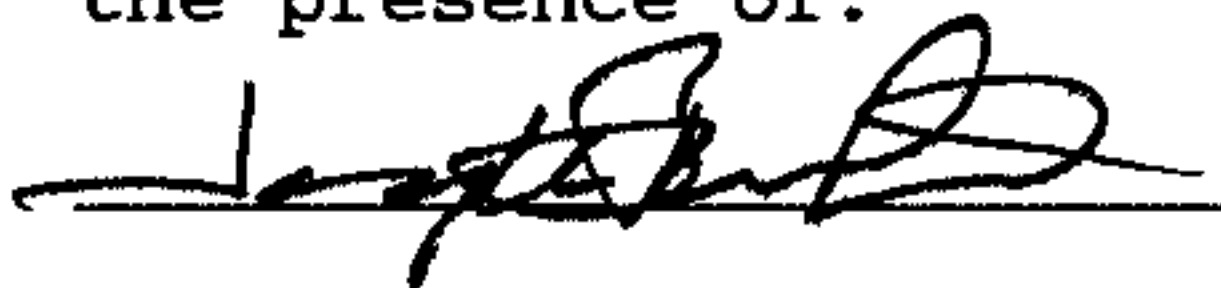
3. The parties shall not obstruct, impede, or interfere, either with the other, in the reasonable use of such access way for the purpose of ingress and egress to and from the respective properties.

4. Maintenance. The parties shall maintain their respective driveway improvements in a usable, neat and uniform manner, so that the overall appearance of the said driveway improvements is that of one driveway. The parties shall share the cost of maintaining the improvements jointly made.

5. Binding effect. This agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators, and assigns.

In witness whereof, the parties have set their hands
and seals this day and year first written above.

Signed, sealed and delivered in Birmingham, Alabama in
the presence of:


Raymond M. Garnem
Samia Michael Akl

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