

**AGREEMENT BETWEEN ADJOINING LANDOWNERS
FORBIDDING ENCROACHMENT OF A CENTRAL AIR
CONDITIONING UNIT AND ITS CONCRETE SLAB BASE**

This Agreement made this the 1st day of August, 1995, by and between Charles C. Fridlin and Nancy Fridlin ("Fridlin") and Donald R. Cantley ("Cantley"):

1. Charles C. Fridlin and Nancy Fridlin are the joint owners of that certain lot in Shelby County, Alabama, described as follows:

Lot 24 of the Survey of Stratford Place, Phase V, as recorded in Map Book 15, Page 81, in the Office of Judge of Probate of Shelby County, Alabama.

2. That Donald R. Cantley is the owner of the adjoining lot which is described as follows:

Lot 25 of the Survey of Stratford Place, Phase V, as recorded in Map Book 15, Page 81, in the Office of Judge of Probate of Shelby County, Alabama.

3. There is now erected on the westerly side of Lot 25, owned by Donald R. Cantley, a free-standing central air conditioning unit resting on a concrete slab some 1.9 feet inside the westerly property line of Lot 25. That said air conditioning unit and slab are connected to and service the adjoining Lot 24 and the residence constructed thereon and owned by Charles C. Fridlin and Nancy Fridlin. That said air conditioning unit and slab encroach onto and/or over the adjoining Lot 25 owned by Donald R. Cantley as shown by the attached survey of Robert O. Blain, dated the 18th day of November, 1994. (A copy of said survey is attached hereto as Exhibit "A" and incorporated as if fully set out herein.)

✓ CHARLES FRIDLIN
140 STRATFORD CIRCLE
PELHAM, AL 35124-2706

08/02/1995 03:37 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MCD 16.00

Inst # 1995-20700

4. In consideration of this Agreement and other good and valuable considerations, Donald R. Cantley agrees that Charles C. Fridlin and Nancy Fridlin, and any future property owner, shall have the right to have the free standing air conditioning unit and concrete slab upon which it rests, together with all connecting pipes, wires, etc. on the westerly side of the adjoining Lot 25 encroach as it now stands.

5. This instrument shall remain in force and effect for only so long as the free standing air conditioning unit, its concrete slab base, together with all pipes, wires, etc. on the westerly side of Lot 25 shall remain standing, and upon the removal or destruction thereof, all rights of Charles C. Fridlin and Nancy Fridlin shall cease.

6. That no provision in this Agreement shall be construed to restrict, prevent or hinder in any way the maintenance, repair and/or replacement of said free standing air conditioning unit, its pipes, wires, attachments and any and all connections necessary to the proper operation and continued use of said unit.

7. Further, the owner of Lot 25, Donald R. Cantley, specifically grants and allows access to, on and over Lot 25 for the purposes of maintenance and repair of said free standing air conditioning unit, all pipes, wires, attachments and connections thereto and its concrete slab base as may from time to time be necessary.

8. Said Agreement and the provisions contained therein regarding the encroachment of the free standing air conditioning unit, all pipes, wires, attachments and connections thereto, including its concrete slab base, located on the westerly side of Lot 25 is hereby intended and granted to run with the land of Charles R. Fridlin and Nancy Fridlin and the land of Donald R. Cantley above-described, and is to be superior and paramount to the rights of any of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this the 1st day of August, 1995.

Charles C. Fridlin
CHARLES C. FRIDLIN

Nancy Fridlin
NANCY FRIDLIN

Donald R. Cantley
DONALD R. CANTLEY

STATE OF ALABAMA)

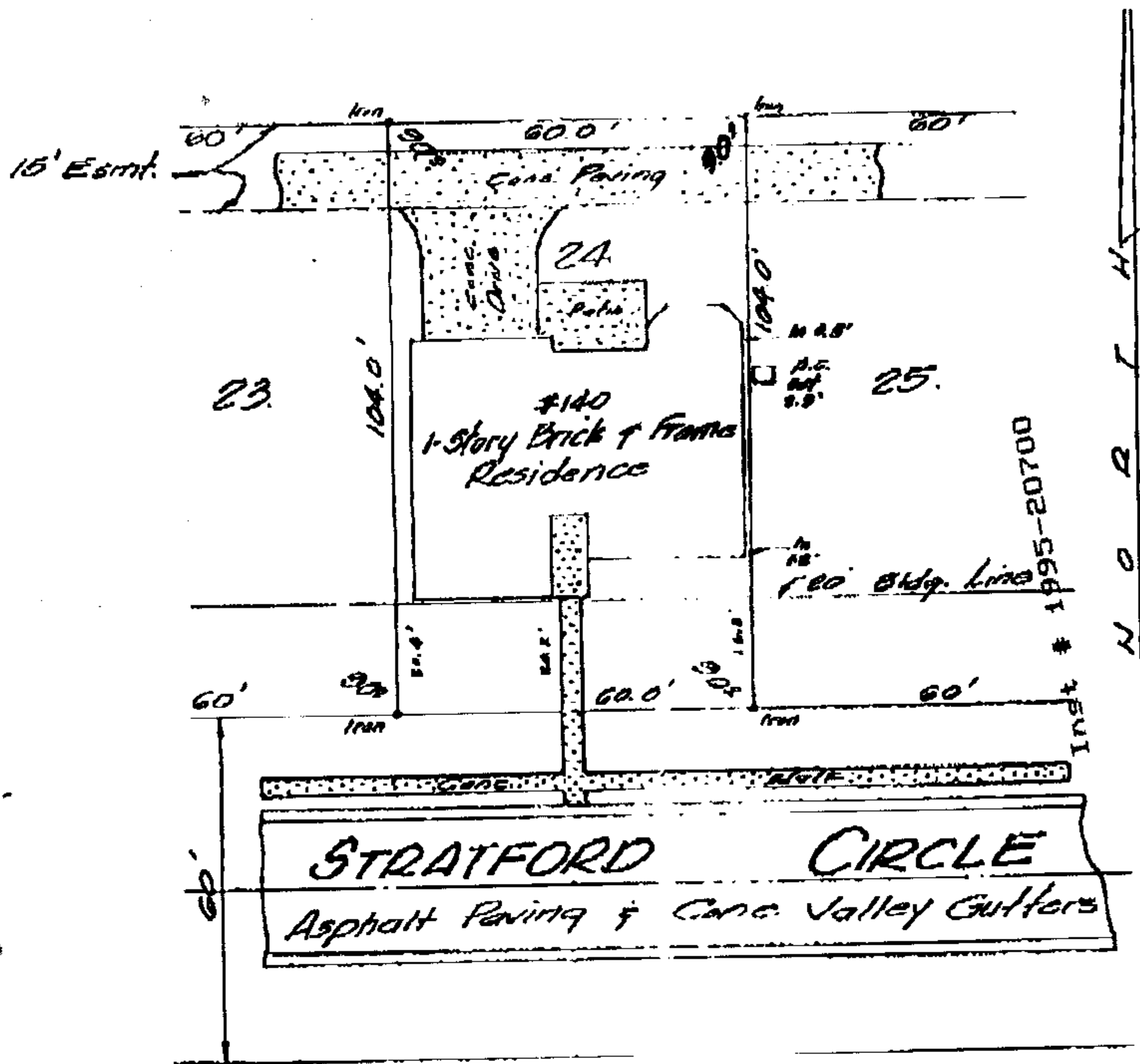
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Charles C. Fridlin and wife, Nancy Fridlin, whose names are signed to the foregoing Agreement and who are known to me, acknowledged before me on this day, that, being informed of the contents of the Agreement, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 1st day of AUGUST, 1995.

M. Lynne Fry
NOTARY PUBLIC

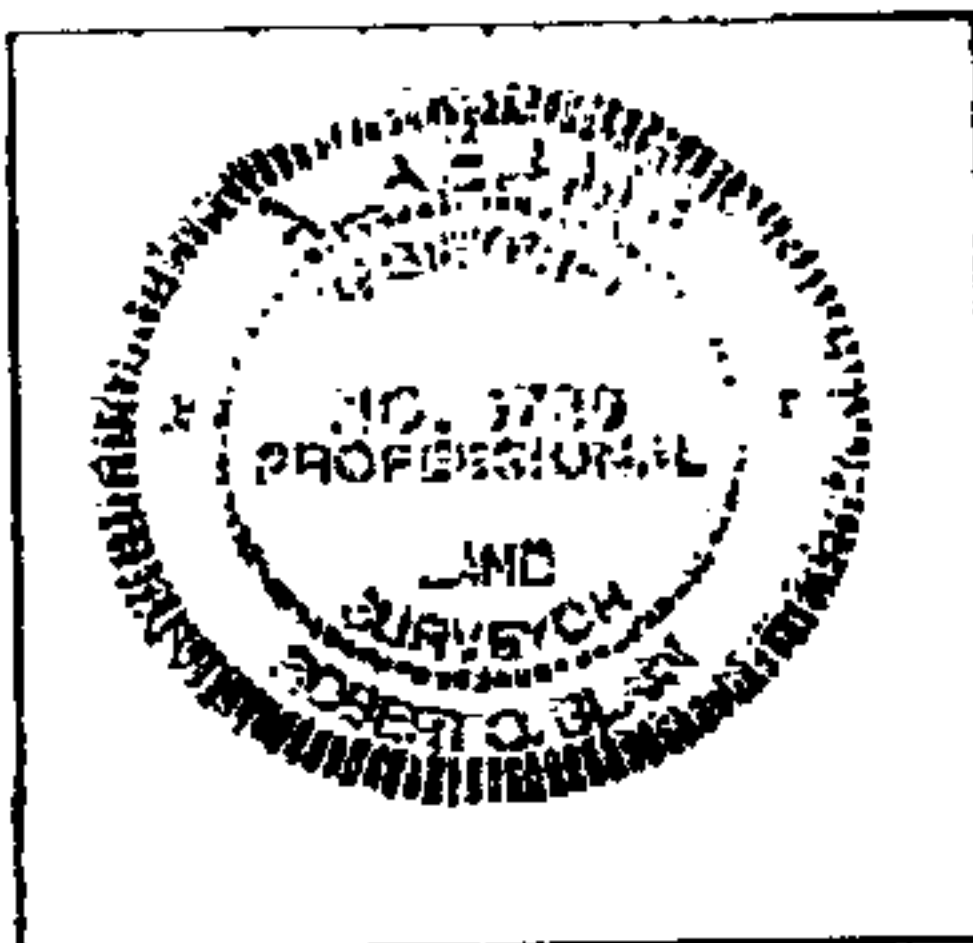
My commission expires: 3-30-98



08/02/1995-20700
03:37 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
16.00
004 MCD

STATE OF ALABAMA
SHELBY COUNTY

I, ROBERT O. BLAIN, A REGISTERED LAND SURVEYOR IN THE STATE OF ALABAMA, HEREBY STATE THAT THE SURVEY SHOWN HEREON IS A TRUE AND CORRECT COPY OF A SURVEY MADE BY OR SUPERVISED BY ME AND THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN MADE PREPARED IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE STATE OF ALABAMA. I FURTHER STATE THAT THE SURVEY SHOWN HEREON IS A TRUE AND CORRECT PLAT OF LOT 24, BLOCK _____, OF THE SURVEY OF Stratford Place Phase I, AS RECORDED IN MAP BOOK 15, PAGE 81, IN THE OFFICE OF THE JUDGE OF PROBATE OF Shelby COUNTY, ALABAMA; THAT THE BUILDING/S ERRECTED ON SAID LOT ARE WITHIN THE BOUNDARIES OF SAME; THAT THERE ARE NO ENCROACHMENTS BY BUILDINGS OF ADJOINING PROPERTIES; THAT THERE ARE NO EASEMENTS, RIGHTS OF WAYS OR JOINT USE FACILITIES OVER OR ACROSS SAID PROPERTY VISIBLE ON THE SURFACE, EXCEPT AS NOTED HEREON; THAT I HAVE INVESTIGATED THE FEDERAL INSURANCE ADMINISTRATION "FLOOD HAZARD BOUNDARY MAP" AND HAVE DETERMINED THAT THIS PROPERTY DOES NOT APPEAR TO BE IN A SPECIAL FLOOD HAZARD AREA, UNLESS NOTED HEREON; THAT THE CORRECT STREET ADDRESS IS NO. 140 Stratford Circle, ALABAMA.



[Signature]
ROBERT O. BLAIN, AL. REG. NO. 9789

F.I.R.N. FLOOD ZONE: 6' / PANEL 1

TYPE OF SURVEY: Mortgage Loan

PURCHASER: Fridlin

SCALE OF MAP: 1" = 30'

DATE: 11-18-94

JOB NO.: 9412.28