

STATE OF ALABAMA)

SHELBY COUNTY)

EASEMENT

This Declaration of Easement is entered into on this 21st day of January, 2000, by and between Michael R. Riley and Brenda C. Riley (the "Rileys") and William H. Hoover and Julia G. Hoover (the "Hoovers").

WITNESSETH

WHEREAS, the Rileys are owners of that certain real property more particularly described on Exhibit A attached (hereinafter referred to as the "Riley Property"). The Hoovers are the owners of a parcel of real estate more particularly described on Exhibit B attached hereto (hereinafter referred to as the "Hoover Property"), which is immediately adjacent to the Riley Property;

WHEREAS, there exists a natural gas utility line across the Hoover Property which serves the Riley Property and the Hoover Property. The Rileys desire an easement over and under the Hoover Property where the gas line is located for the continued service of the natural gas utility;

WHEREAS, the parties desire to establish a cross easement over the two adjoining driveways and parking areas located on their respective properties for ingress, egress and turning vehicles around; and

WHEREAS, the purpose of this instrument is to establish the cross easement for use of the driveways and to establish an easement in favor of the Riley Property over and under the Hoover Property for the natural gas utility line.

NOW THEREFORE, in consideration of the foregoing recitals, Ten Dollars (\$10.00), the mutual covenants and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the undersigned, the undersigned do hereby covenant, declare and agree as follows:

1. The Hoovers do hereby grant, bargain and sell unto the Rileys, their heirs, successors and assigns, an easement over and under the Hoover Property for the natural gas utility line that currently serves the Riley Property. The easement shall exist where the gas line is currently located so long as the existing gas line serves the Riley Property. Further, the Hoovers agree not to construct or build any structure over the gas line which would obstruct access to or interfere with the natural gas line.

2. The parties hereto do hereby grant, bargain, sell and convey unto each other, an easement over, across and through their respective driveways and parking areas on their respective

properties for purposes of turning around, ingress and egress. This cross easement shall run in favor of the respective owners of the two properties, their guests and invitees to pass over and along said driveways with automobiles for the purpose of turning their vehicles around and ingress and egress to and from the respective properties. No party shall obstruct the driveways by vehicle parking or otherwise so as to hinder the free use of the respective driveways except during special social functions, moves or in the case of emergency. Additionally, no vehicle larger than a pickup truck shall be allowed over the respective driveways, except in emergency situations, or for moving or delivery purposes. However, nothing stated herein shall prevent the parties from parking a recreational vehicle on their own property.

3. It is further understood and agreed that the respective owners of the properties shall maintain and keep in good repair the portions of the driveway located on their respective properties.

4. The parties reserve the absolute right to use the real estate subject to this easement for any purposes not inconsistent or in conflict with the rights and privileges herein granted to the other parties.

5. This easement states the entire agreement between the parties and merges in this document all statements, representations and covenants heretofore made and any agreements not included in this instrument are void and of no force and effect.

6. This easement shall inure to the benefit of, and be binding upon the parties and their respective heirs, successors and assigns.

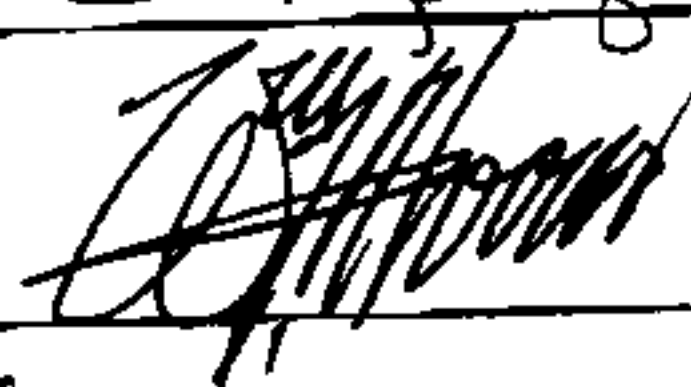
7. This agreement shall be a covenant running with the land and shall be binding upon the present and subsequent owners of said respective lots.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 21st day of

January, 2000.


Michael R. Riley


Brenda C. Riley


William H. Hoover


Julia G. Hoover

**STATE OF ALABAMA
COUNTY OF SHELBY**

I, HUBERT E. RAWSON JR. a Notary Public in and for said County in said State, hereby certify that Michael R. Riley and Brenda C. Riley, whose names are signed to the foregoing easement, and who are known to me, acknowledged before me on this day that, being informed of the contents of such instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 21st day of January, 2000.

Hubert E. Rawson Jr.
NOTARY PUBLIC

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: MAY 6, 2001

My Commission Expires: _____

[SEAL]

**STATE OF ALABAMA
COUNTY OF SHELBY**

I, HUBERT E. RAWSON JR. a Notary Public in and for said County in said State, hereby certify that William H. Hoover and Julia G. Hoover, whose names are signed to the foregoing easement, and who are known to me, acknowledged before me on this day that, being informed of the contents of such instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 21st day of January, 2000.

Hubert E. Rawson Jr.
NOTARY PUBLIC

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: MAY 6, 2001

My Commission Expires: _____

[SEAL]

EXHIBIT A**RILEY PROPERTY**

A portion of Plot 2 according to survey made of Lee Street Estates by Alton Young in March, 1963, as shown by map recorded in Map Book 4, page 80 in the Probate Office of Shelby County, Alabama, which said portion is more particularly described as follows: From the northeast corner of Section 22, Township 19 South, Range 2 West, run westerly along the north boundary line of said Section 22 a distance of 943.09 feet more or less, to a point in the center of a county road, thence turn an angle of $78^{\circ}32'$ to the right and run north 33.28 feet; thence turn an angle of $75^{\circ}11'20''$ to the left and run 407.04 feet to the northeast corner of Aubrey N. and Elizabeth L. Franklin lot; thence turn an angle of $103^{\circ}57'$ to the left and run along the east line of said Franklin lot 148.5 feet to the point of beginning; thence continue last described course in a southerly direction along said Franklin lot a distance of 163.36 feet to the center line of a 50 foot dedicated road; thence turn left an angle left of $71^{\circ}50'$ and run in an easterly direction along the center line of said dedicated road a distance of 366.49 feet to the center line of county road; thence turn an angle of $93^{\circ}32'$ to the left and run northerly along the centerline of said county road a distance of 100 feet; thence turn an angle left of $8^{\circ}11'$ and continue northerly a distance of 88.0 feet; thence turn left an angle of $83^{\circ}30'$ and run in a westerly direction a distance of 393.5 feet, more or less, to the point of beginning. Less and except any part of said land lying within the public road right of way.

EXHIBIT B**HOOVER PROPERTY**

A portion of Plot 2 according to survey made of Lee Street Estates by Alton Young in March 1963, as shown by map recorded in Map Book 4, Page 80, in the Probate Office of Shelby County, Alabama, which said portion is more particularly described as follows: From the northeast corner of Section 22, Township 19 South, Range 2 West, run westerly along the north boundary line of said Section 22, distance of 943.09 feet, more or less, to a point in the center of a county road, being the point of beginning of the lot herein described; thence turn an angle of $78^{\circ}32'$ to the right and run north 33.28 feet; thence turn an angle of $75^{\circ}11'20''$ to the left and run 407.04 feet to the northeast corner of Aubrey N. and Elizabeth L. Franklin lot; thence turn an angle of $103^{\circ}57'$ to the left and run along the east line of said Franklin lot south 148.65 feet; thence turn $76^{\circ}15'53''$ left and run easterly 394.50 feet to a point in said county road; thence turn $97^{\circ}24'03''$ left and run 111.60 feet to the point of beginning. Less and except any part of said land lying in the public road right of way.

Inst # 2000-02407

01/24/2000-02407

11:02 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

004 WMS

18.50

** TOTAL PAGE.06 **