

STATE OF ALABAMA)
)
SHELBY COUNTY)

RECIPROCAL EASEMENT AGREEMENT

THIS AGREEMENT made this 29TH day of October, 2002, between MARY FOUNTAIN, herein called Party of the First Part, and ANDREW TODD PRESLEY and STEPHANIE DAWN PRESLEY, herein called Party of the Second Part;

WHEREAS, Party of the First Part has purchased certain property located at 722 4th Street SW, Alabaster, Alabama, more particularly described as: Lot 1, according to the Survey of Joseph's Subdivision, as recorded in Map Book 8, Page 122, in the Probate Office off Shelby County, Alabama (see attached survey) and herein called "Property A";

WHEREAS, Party of the Second Part owns certain other property located at 732 4th Street SW, Alabaster, Alabama, which is abutting Property A to the North and is more particularly described as: Lot 2, according to the Survey of Joseph's Subdivision, as recorded in Map Book 8, Page 122, in the Probate Office off Shelby County, Alabama (see attached survey) and herein called "Property B";

WHEREAS, there is a certain driveway lying partly on Property A and partly on Property B, said driveway being designated herein as "Existing Driveway";

WHEREAS, Party of the First Part and Party of the Second Part consider that the continued preservation of the said existing driveway and the maintenance of the said driveway in a clean and sightly condition will be beneficial to Property A and Property B, and moreover, the parties hereto desire to have the mutual and reciprocal right to use the said driveway located on the property of the other party for purposes of egress and ingress so that the enjoyment of said driveway may be shared by the respective owners 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 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.

NOW THEREFORE, in condition of the grants and agreements herein made and in consideration of Ten Dollars (\$10.00) in hand paid, each to the other, the receipt and sufficiency of which is hereby acknowledged:

1. Party of the First Part hereby GRANTS, BARGAINS, SELLS, AND COVEYS, to Party of the Second Part the following easement related only to that part of said existing driveway lying within the bounds of Property A:

A nonexclusive easement for the use of the surface of said driveway, subject to the provisions of this agreement.

2. Party of the Second Part hereby GRANTS, BARGAINS, SELLS, AND COVEYS, to Party of the First Part the following easement related only to that part of said existing driveway lying within the bounds of Property B:

A nonexclusive easement for the use of the surface of said driveway, subject to the provisions of this agreement.

3. The reciprocal and mutual easements herein granted should be perpetual.

4. 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 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 in singular 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.

As a part of the consideration for the mutual conveyances set forth above, Party of the First Part and Party of the Second Part hereby further agree:

(a) To maintain that part of the surface of the existing driveway located upon their respective properties in a sightly and clean condition.

(b) To take no action to diminish the value or condition of said driveway and use their best efforts to maintain the condition of said driveway.

(c) That the respective parties will make a good faith effort to develop their respective properties in such a way as to prohibit mud and debris from their respective properties from flowing onto said driveway.

(d) The Easement may be canceled at any time by the mutual agreement of the then owners of the respective properties of Party of the First Part and Party of the Second Part by a recorded instrument referring to this Reciprocal Easement.

(e) That nothing in this Agreement shall be deemed to prohibit the development of the abutting property as permitted by applicable zoning regulations.

The parties hereto agree that the covenants and agreements herein made shall be burdens upon and shall run with Property A and Property B and shall be binding upon Party of the First Part and Party of the Second Part and their respective heirs, legal representatives, successors and assigns, as the case may be.

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

[Signature]
Witness

[Signature: Mary Fountain]
Party of the First Part

[Signature: Melanie Siow]
Witness

[Signature]
Party of the Second Part

[Signature: Melanie Siow]
Witness

[Signature]
Party of the Second Part

STATE OF ALABAMA)
SHELBY COUNTY)

BEFORE THE UNDERSIGNED, a Notary Public in and for said County and State, personally appeared MARY FOUNTAIN whose name is signed as Party of the First Part to the foregoing Reciprocal Easement Agreement, and who is known to me, and who acknowledged that being informed of the contents thereof, she executed the same voluntarily of her own free will.

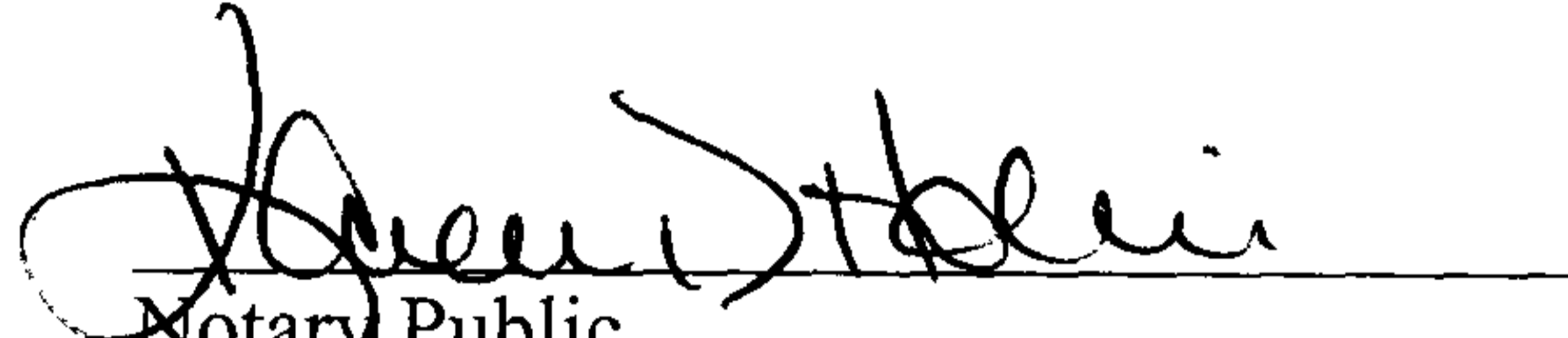
GIVEN under my hand and official seal this 29th day of October, 2002.

[Signature: Heather A. Bentley]
Notary Public
My Commission expires: 6/13/06

STATE OF ALABAMA)
SHELBY COUNTY)

BEFORE THE UNDERSIGNED, a Notary Public in and for said County and State, personally appeared ANDREW TODD PRESLEY and STEPHANIE DAWN PRESLEY whose names are signed as Party of the Second Part to the foregoing Reciprocal Easement Agreement, and who are known to me, and who acknowledged that being informed of the contents thereof, they executed the same voluntarily of their own free will.

GIVEN under my hand and official seal this 20th day of October, 2002.


Notary Public
My Commission expires: 12-12-03

This Instrument Prepared By:
G. WRAY MORSE
Attorney at Law
1920 Valleydale Road
Birmingham, Alabama 35244
Telephone: (205) 988-4385

FROM : MELANIE SIOW REALTYSOUTH-SHELBY FAX NO. : 205 621-7633

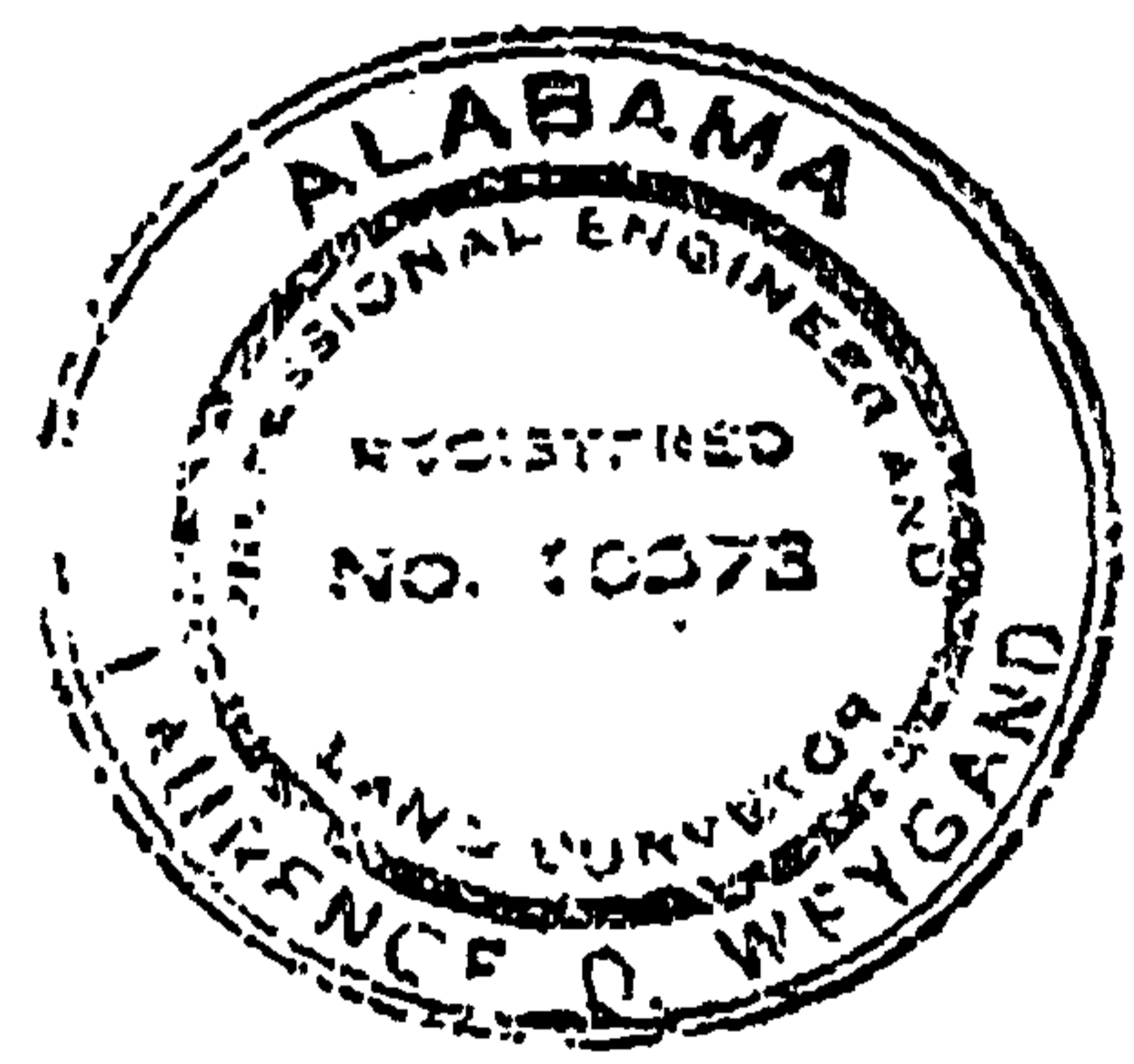
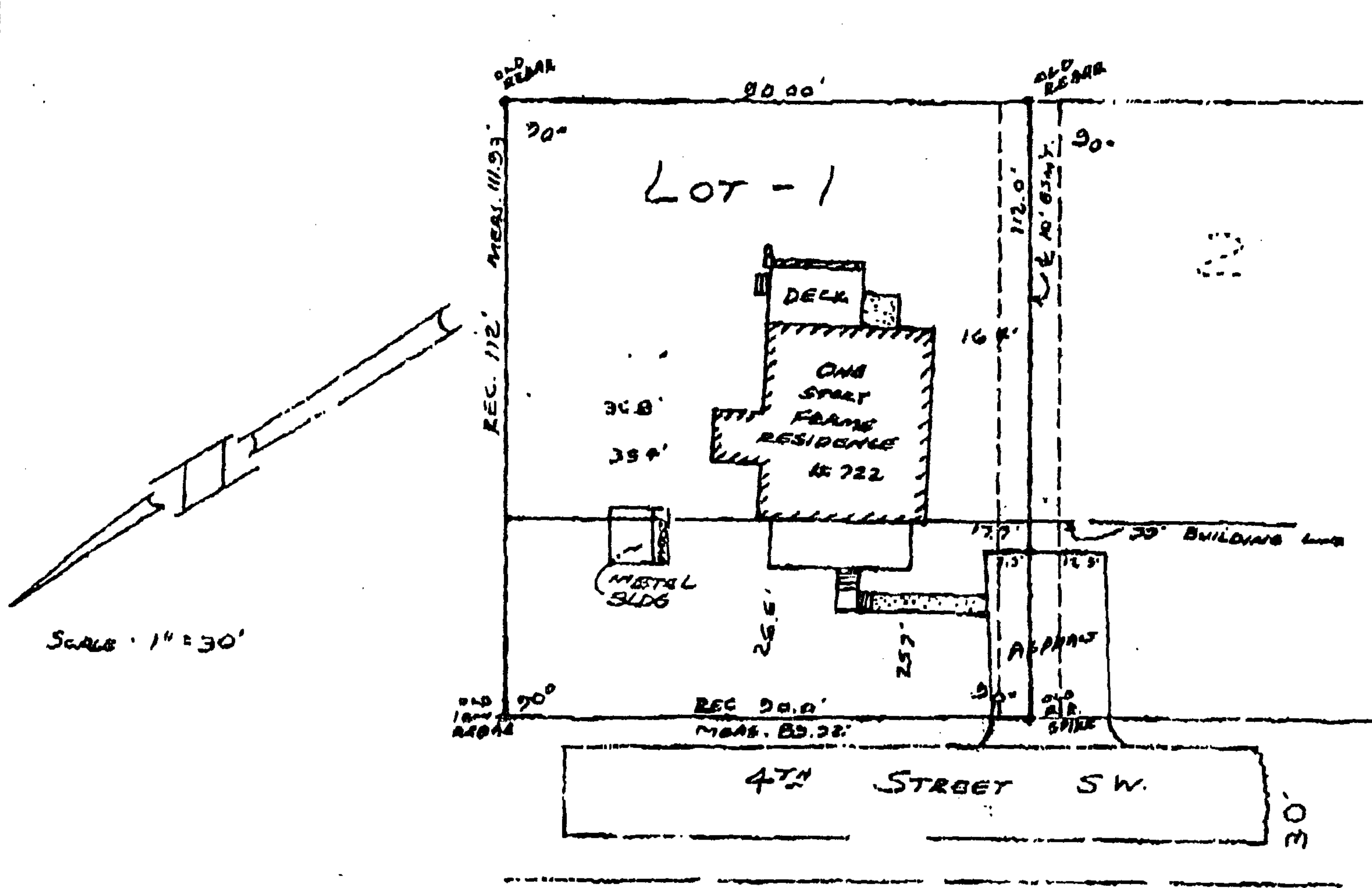
Sep. 04 2002 03:58PM P2

01/04/1994 18:22 2058235403

SOUTHERN CAPITAL RES

PAGE 03

205 621 7633



STATE OF ALABAMA }
SHELBY COUNTY

AS-BUILT SURVEY

I, Laurence D. Weygand, a registered Engineer-Land Surveyor, certify that I have surveyed Lot ... Block ... as recorded in Map Volume ... Page ... 122, in the office of the Judge of Probate, Shelby County, Alabama; that there are no rights-of-way, easements, or joint driveways over or across said land visible on the surface except as shown; that there are no electric or telephone wires (excluding wires which serve premises only) or structures or supports therefor, including poles, anchors and guy wires on or over said premises except as shown; that I have consulted the Federal Insurance Administration "Flood Hazard Boundary Map" and found that this property is not located in "a special flood hazard area"; that there are no encroachments on said lot except as shown; that improvements are located as shown above; that this survey meets the minimum technical standards for surveys as required by the State of Alabama (using 14" long #5 iron rebar); and that the correct address is as follows: # 722, 4TH STREET, S.W. according to my survey of MARCH 24, 1994.

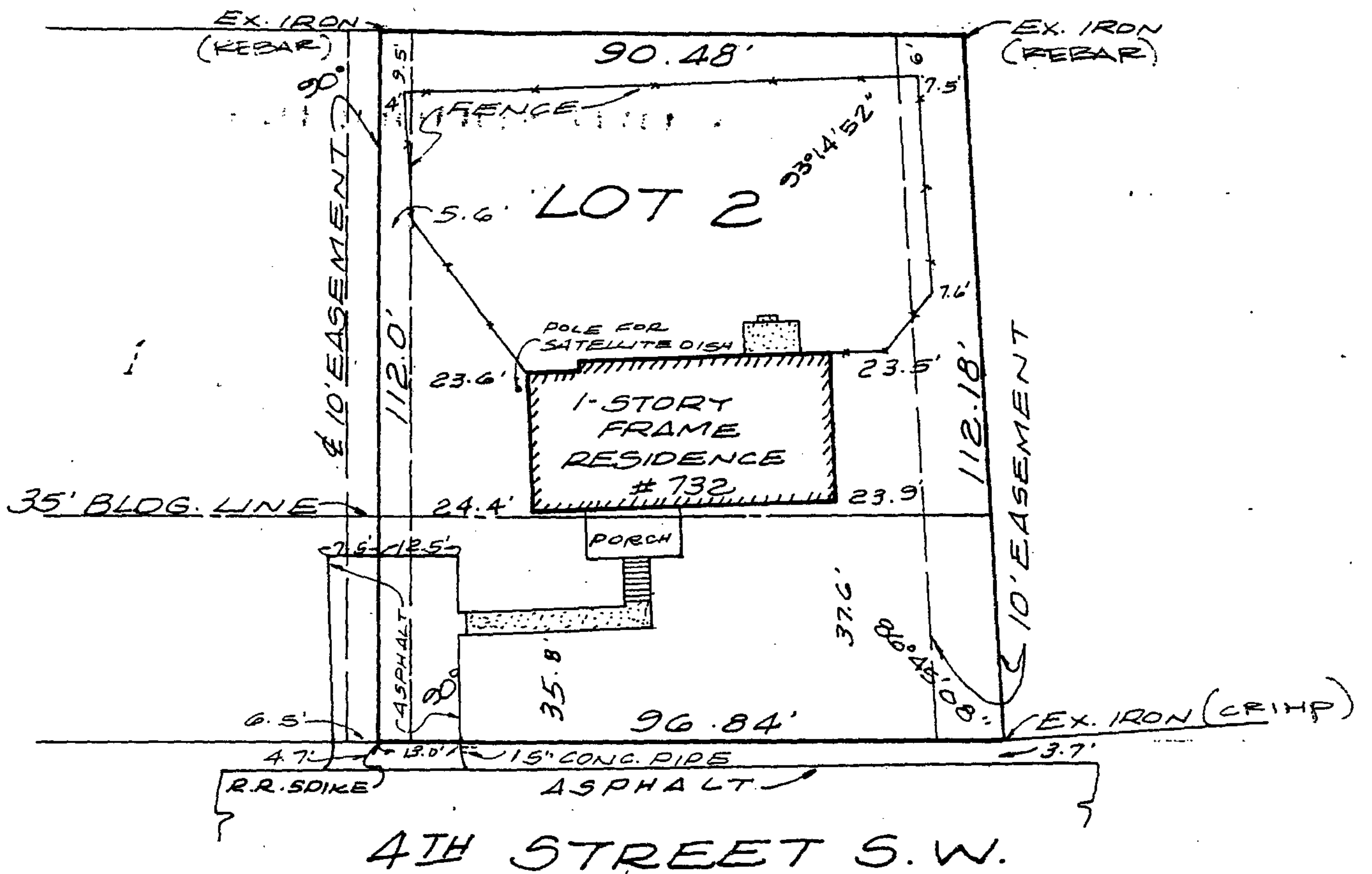
GRANBERRY
Order No. 89973

Flood Zone " C "
Community Panel No.: 010177 0009A

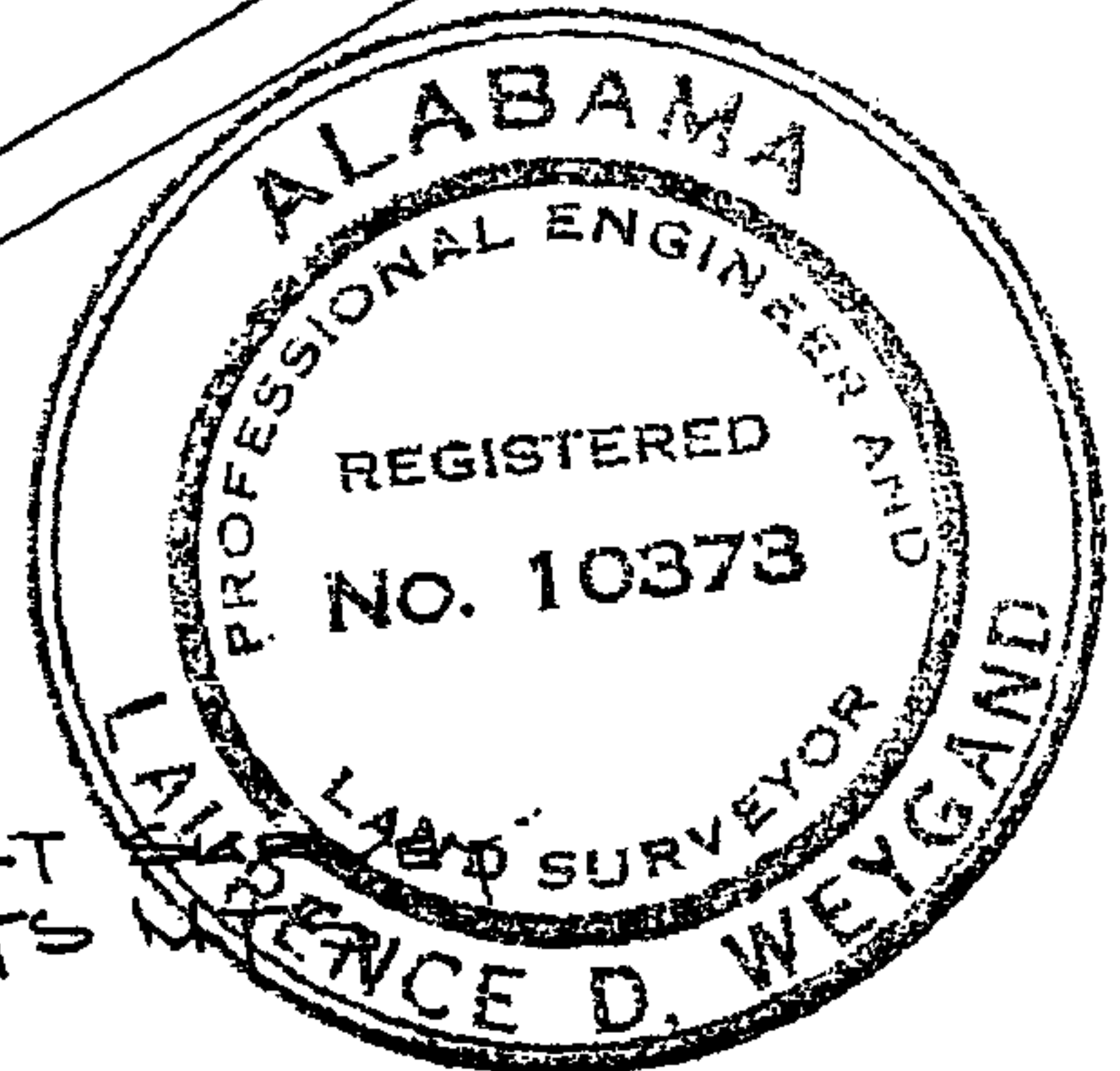
Laurence D. Weygand
 Laurence D. Weygand, Reg. PE & LS #10073
 189 Oxmoor Road, Birmingham, AL 35209

PROPERTY A

5606086 80:90 2002/02/00



SCALE: 1" = 30'



"AS-BUILT MEETS"

STATE OF ALABAMA }
 SHELBY COUNTY }

I, Laurence D. Weygand, a registered Engineer- Land Surveyor, certify that I have surveyed Lot 2, Block JOSEPH'S SUBDIVISION, as recorded in Map Volume 8, Page 122, in the office of the Judge of Probate SHELBY County, Alabama; that there are no rights-of-way, easements, or joint driveways over or across said land visible on the surface except as shown; that there are no electric or telephone wires (excluding wires which serve premises only) or structures or supports therefor, including poles, anchors and guy wires, on or over said premises except as shown; that I have consulted the Federal Insurance Administration "Flood Hazard Boundary Map" and found that this property is not located in "a special flood hazard area", that there are no encroachments on said lot except as shown; that improvements are located as shown above; and that the correct address is as follows: 732 4TH STREET S.W.; according to my survey of: July 16, 1993

Survey invalid if not sealed in red.

TEW

Order No. 52573

FLOOD ZONE "C"
 CP# 010192 0003B

Laurence D. Weygand
 Laurence D. Weygand, Reg. No. 10373 phone: 942-0086
100 Oxmoor Road Birmingham, AL 35209

PROPERTY B