

STATE OF ALABAMA
SHELBY COUNTY

RECIPROCAL AGREEMENT

This agreement made this 10 day of October, 2003 between Jay Adams, Laura Adams, Walter Martin, Rachel Martin, Stephen White and Brenda White, landowners serviced by a certain private water line;

Whereas, the property serviced by said private water line is more particularly described below:

See attached Exhibit "A" for Legal Description.

Whereas, the parties considered that the continued preservation of the said water line and the maintenance of said water line will be beneficial to all parties and moreover hereto desire to have mutual and reciprocal right to use the said water line located on the property of the parties for the purpose of water service to their respective homes so that the enjoyment of said water line may be shared by the respective owners and their respective heirs, successors, assigns and successors in title to all or part of the property they currently own and tenants, lessees, agents, employees and guests, and invitees and their successors of the parties hereto and their successors in title and guests and invitees and tenants and lessees residing on their respective properties.

Now, Therefore, in condition of the grants and agreements herein made and in consideration of One Dollar and other good and valuable consideration in hand paid, each to the other, the receipt and sufficiency of which is hereby acknowledged:

1. Each party hereby grants, bargains, sells and conveys to each other party the following easement related only to that part of said water line lying within the bounds of the property herein described:

A nonexclusive easement for the use of the private water line, subject to the provisions of this agreement.

2. The reciprocal and mutual easements herein granted shall be perpetual.

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

As a part of the consideration for the mutual conveyances set forth above, the parties hereby further agree:

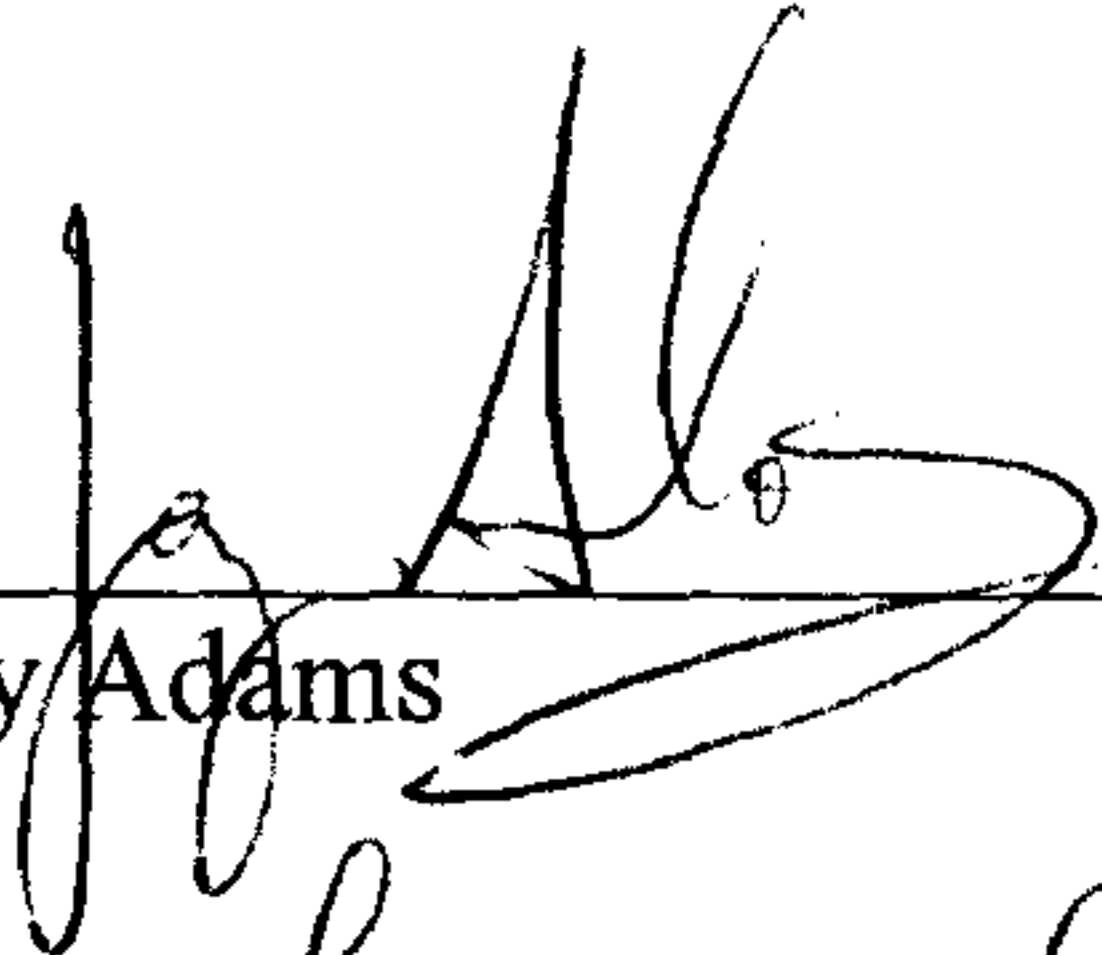
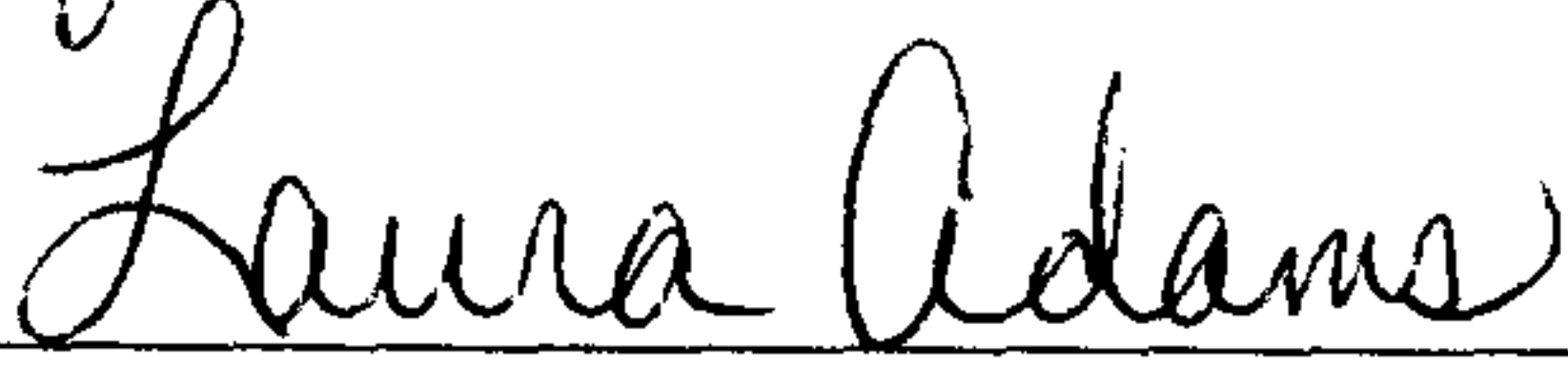
A. Any maintenance and repairs required on or for said water line shall be shared equally by the then land owners.

B. To take no action to diminish the value or condition of said water line and use their best efforts to maintain the condition of said water line.


C. The owners of Lots 1, 2 and 3B all reserve the right to install a water meter on their respective properties.


D. The easement may be canceled at any time by mutual agreement of the then owners of their respective properties of the parties by a recorded instrument referring to this reciprocal easement.


IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, on this the 10 day of October, 2003.


Jay Adams

Laura Adams


Walter Martin


Rachel Martin


Stephen White


Brenda White

**STATE OF ALABAMA
SHELBY COUNTY**

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Jay Adams is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily as his own free will.

Given under my hand and official seal, this the 10 day of October, 2003.


Notary Public

My Commission Expires: 5-13-06

**STATE OF ALABAMA
SHELBY COUNTY**

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Laura Adams is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she, executed the same voluntarily as her own free will

Given under my hand and official seal, this the 10 day of October, 2003.


Notary Public

My Commission Expires: 5-13-06

**STATE OF ALABAMA
SHELBY COUNTY**

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Walter Martin is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily his own free will.

Given under my hand and official seal, this the 10 day of October, 2003.

Sallie B Ray
Notary Public

My Commission Expires: 5-13-06

**STATE OF ALABAMA
SHELBY COUNTY**

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Rachel Martin is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she executed the same voluntarily her own free will.

Given under my hand and official seal, this the 10 day of October, 2003.

Sallie B Ray
Notary Public

My Commission Expires: 5-13-06

**STATE OF ALABAMA
SHELBY COUNTY**

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Stephen White is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily his own free will.

Given under my hand and official seal, this the 10 day of October, 2003.

[Signature]
Notary Public
JOHN R. HOLLIMAN

My Commission Expires: 08-29-06

**STATE OF ALABAMA
SHELBY COUNTY**

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Brenda Martin is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she executed the same voluntarily her own free will.

Given under my hand and official seal, this the 10 day of October, 2003.

[Signature]
Notary Public
JOHN R. HOLLIMAN

My Commission Expires: 08-29-06

Exhibit A

Lot 1 according to the Survey of Triple M Farm as recorded in Map Book 25, Page 93, Shelby County, Alabama Records.

Lot 2 according to the Survey of Final Plat of Triple M Farm as recorded in Map Book 25, Page 93, Shelby County, Alabama Records.

Lot No. 5, First Addition to Triple Springs Subdivision, First Sector, as recorded in Map Book 6, Page 51, in the Probate Records of Shelby County, Alabama.
Situating in Shelby County, Alabama.

A parcel of land being part of Lot 3 of Triple "M" Farm as recorded in the Office of the Judge of Probate for Shelby County, Alabama, Inst. No. 1999-18647, and being situated in the Northeast Quarter of the Southeast quarter of Section 31, Township 21 South, Range 1 West, and being more particularly described as follows:

Beginning at a 1/2" rebar set at the Northeast corner of said Lot 3; thence along the westerly right of way line of Shelby Springs Road with a curve turning to the left with an arc length of 535.28 feet, a radius of 5504.52 feet, and a chord bearing and distance of South 17 degrees 23 minutes 50 seconds West for 535.07 feet to a 1/2" rebar set; thence North 59 degrees 28 minutes 27 seconds West a distance of 351.85 feet to a point within an existing lake; thence North 10 degrees 45 minutes 37 seconds east a distance of 337.82 feet to a 1.2" rebar set on the North line of said Lot 3; thence North 90 degrees 00 minutes 00 seconds East, a distance of 400.00 feet to the point of beginning.

According to the survey of Rodney Shiflett, dated August 14, 2003.

HOLLIMAN, SHOCKLEY & KELLEY
JOHN OR JIM HOLLIMAN
201 PELHAM PARKWAY
HIGHWAY 31 AT OAK MOUNTAIN
PELHAM, ALABAMA 35124