


THIS INSTRUMENT WAS PREPARED BY:
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20041116000629930 Pg 1/5 23.00
Shelby Cnty Judge of Probate, AL
11/16/2004 12:33:00 FILED/CERTIFIED

STATE OF ALABAMA)
)
SHELBY COUNTY) **RECIPROCAL EASEMENT AGREEMENT**

THIS AGREEMENT made this the 15 day of November, 2004, between Wayne Thompson, herein referred to as "Party of the First Part", and John Roper and Patricia G. Roper, herein referred to as "Party of the Second Part".

WHEREAS, Party of the First Part owns certain property in Montevallo, Shelby County, Alabama, more particularly described below and herein called "Property A";

WHEREAS, Party of the Second Part owns certain other property abutting Property A to the east located in Montevallo, Shelby County, Alabama, more particularly described below and herein called "Property B";

WHEREAS, there is a certain private easement partly on Property A and partly on Property B, said easement being designated "Existing Easement";

WHEREAS, Party of the First Part and Party of the Second Part consider that the continued preservation of the said easement and the maintenance of said easement 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 easement located on the property of the other party for various purposes so that the enjoyment of said easement 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 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 CONVEYS to Party of the Second Part the following easement related only to that part of said Existing Easement lying within the bounds of the Property A and legally described as follows: Commence at the SE corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 3, Township 24 North, Range 12 East, Shelby County Alabama; thence North 00 degrees 51 minutes 03 seconds East, a distance of 721.06 feet; thence North 81 degrees 47 minutes 44 seconds West, a distance of 517.75 feet; thence North 00 degrees 33 minutes 12 second East, a distance of 238.11 feet; thence North 89 degrees 26 minutes 48 seconds West, a distance of 29.73 feet; thence North 81 degrees 25 minutes 54 seconds West, a distance of 145.37 feet to the POINT OF BEGINNING OF SAID EASEMENT; thence North 89 degrees 24 minutes 37 seconds West, a distance of 12.00 feet; thence South 00 degrees 35 minutes 23 seconds West, a distance of 211.96 feet; thence South 13 degrees 43 minutes 55 seconds West, a distance of 21.37 feet; thence South 81 degrees 47 minutes 44 seconds East, a distance of 17.01 feet; thence North 00 degrees 35 minutes 23 seconds East, a distance of 235.02 feet to the POINT OF BEGINNING.

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

2. Party of the Second Part hereby GRANTS, BARGAINS, SELLS AND CONVEYS to Party of the First Part the following easement related only to that part of said Existing Easement lying within the bounds of Property B and legally described as follows: Commence at the SE corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 3, Township 24 North, Range 12 East, Shelby County Alabama; thence North 00 degrees 51 minutes 03 seconds East, a distance of 721.06 feet; thence North 81 degrees 47 minutes 44 seconds West, a distance of 517.75 feet; thence North 00 degrees 33 minutes 12 seconds East, a distance of 238.11 feet; thence North 89 degrees 26 minutes 48 seconds West, a distance of 29.73 feet; thence North 81 degrees 25 minutes 54 seconds West, a distance of 133.25 feet to the POINT OF BEGINNING OF SAID EASEMENT; thence continue along last described course, a distance of 12.12 feet; thence South 00 degrees 35 minutes 23 seconds West, a distance of 235.02 feet; thence South 81 degrees 47 minutes 44 seconds East, a distance of 12.11 feet; thence North 00 degrees 35 minutes 23 seconds East, a distance of 234.95 feet to the POINT OF BEGINNING.

A nonexclusive easement for the use of the easement, 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 as 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 Easement located upon their respective properties in a sightly and clean condition;
- (B) To take no action to diminish the value or condition of said easement and use their best efforts to maintain the condition of the easement;
- (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 easement;
- (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 Party by a recorded instrument referring to this Reciprocal Easement; and
- (E) That nothing in this Agreement shall be deemed to prohibit the development of the abutting property as permitted by applicable zoning regulations.

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

WITNESSES

WITNESS

WITNESS

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

PARTY OF THE SECOND PART

)

;

;

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this the 1st
day of November, 2004.

NOTARY PUBLIC

My Commission Expires: 12-11-04

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I, Chris Smitherman, a Notary Public for the State at Large, hereby certify that the above posted names, *John Roper and Patricia G. Roper*, which are signed to the foregoing Easement, who are known to me, acknowledged before me on this day that, being informed of the contents of the Easement, that said persons executed the same voluntarily on the day the same bears date.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this the 16th
day of November, 2004.

NOTARY PUBLIC

My Commission Expires: 12-1-07.

PROPERTY "A"
LEGAL DESCRIPTION

A parcel of land located in Section 3, Township 24 North, Range 12 East, Shelby County, Alabama described as follows: Commence at the SE corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 3 and go North 4 degrees 30 minutes 37 seconds West along the East boundary of said $\frac{1}{4}$ - $\frac{1}{4}$ section for 708.90 feet to the North boundary of the 60 feet right of way of Highway #25; thence North 89 degrees 29 $\frac{1}{2}$ feet West along said North boundary 697.20 feet to the point of beginning; thence continue along North 89 degrees 29 $\frac{1}{2}$ feet for 100.00 feet; thence North 4 degrees 47 $\frac{1}{2}$ feet West for 602.95 feet to the southerly boundary of Southern Railway's 100.00 feet right of way; thence North 64 degrees 52 minutes East along said boundary 170.00 feet; thence South 6 degrees 03 minutes East for 447.58 feet; thence South 85 degrees 12 $\frac{1}{2}$ feet West for 70.00 feet; thence South 4 degrees 47 $\frac{1}{2}$ feet East for 225.00 feet to the Point of Beginning.

According to the survey of James A. Riggins, dated January 2, 1984.

LESS AND EXCEPT, property described in Deed Book 361, Page 293, recorded in Probate Office, Shelby County, Alabama.

PROPERTY "A"
LEGAL DESCRIPTION

A parcel of land located in Section 3, Township 24 North, Range 12 East, Shelby County, Alabama described as follows: Commence at the SE corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 3 and go North 4 degrees 30 minutes 37 seconds West along the East boundary of said $\frac{1}{4}$ - $\frac{1}{4}$ section for 708.90 feet to the North boundary of the 60 feet right of way of Highway #25; thence North 89 degrees 29 $\frac{1}{2}$ feet West along said North boundary 697.20 feet to the point of beginning; thence continue along North 89 degrees 29 $\frac{1}{2}$ feet for 100.00 feet; thence North 4 degrees 47 $\frac{1}{2}$ feet West for 602.95 feet to the southerly boundary of Southern Railway's 100.00 feet right of way; thence North 64 degrees 52 minutes East along said boundary 170.00 feet; thence South 6 degrees 03 minutes East for 447.58 feet; thence South 85 degrees 12 $\frac{1}{2}$ feet West for 70.00 feet; thence South 4 degrees 47 $\frac{1}{2}$ feet East for 225.00 feet to the Point of Beginning.

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