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RSC

This Instrument Prepared By:
Robert S. Caliento
101 Loyola Circle
Helena, Alabama 35080


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Shelby Cnty Judge of Probate, AL
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RECIPROCAL EASEMENT AGREEMENT

This Reciprocal Easement Agreement is made as of 005 1st 2011 by and between Phillip J. Lusco, a married man for himself and his successors and assigns (“Lusco”) and Roy Martin Construction, LLC, an Alabama Limited Liability Company for itself and its successors and assigns (“Martin”).

Whereas Lusco is the owner of a certain tract of land located in Shelby County, Alabama as being more particularly described in Exhibit A attached hereto and made a part hereof and,

Whereas Roy Martin Construction LLC, is the owner of a certain tract of land located in Shelby County, Alabama as being more particularly described in Exhibit B attached hereto and made a part hereof, and

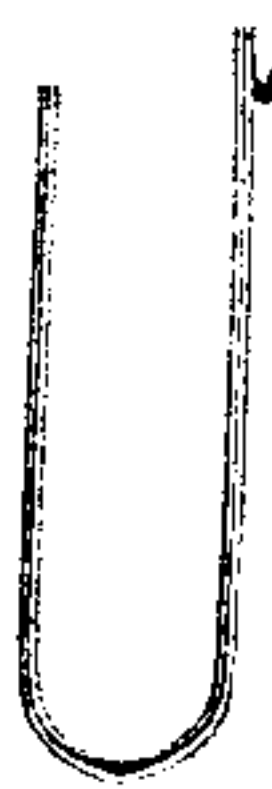
Whereas both tracts are contiguous and adjacent to each other; and

Whereas Lusco and Martin desire to grant and establish that the tracts, all owners and tenants, occupants and their respective employees, agents, contractors, customers, invitees and licensees shall be benefited and burdened by the following non-exclusive, perpetual easements which are to be imposed upon the lots and all present and future owners and tenants, occupants, employees, agents, contractors, customers, invitees and licensees of the lots;

Now, therefore, for and in consideration of Ten and 00/100 Dollars (\$10.00) and the premises, easements and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, Lusco and Martin do hereby covenant and agree as follows:

EASEMENTS

Phillip J. Lusco does hereby grant, bargain, sell and convey to Roy Martin Construction, LLC, their successors and assigns, tenants, occupants, and their respective employees, agents, contractors, customers, invitees and licensees, a non-exclusive perpetual easement for vehicular and pedestrian traffic over, under and across the Lusco tract entrance area along County Road 95 and its adjoining driveway for the purpose of providing ingress and egress to and from the Roy Martin tract onto County Road 95.

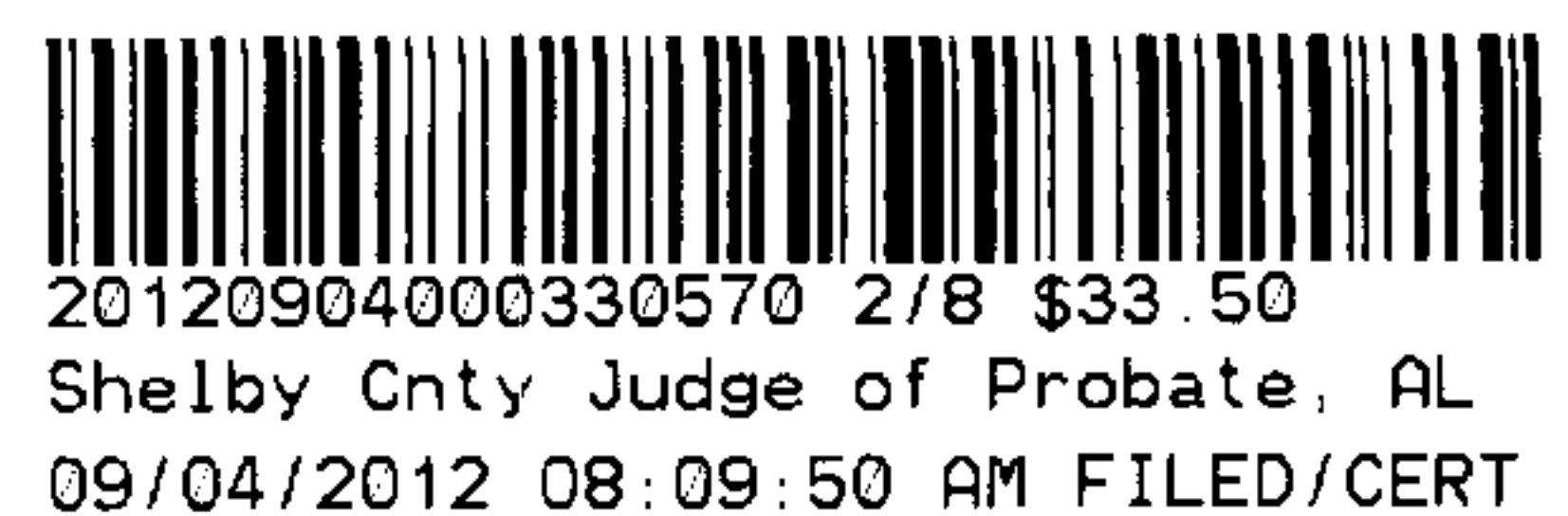


Roy Martin Construction, LLC, does hereby grant, bargain, sell and convey to Phillip J. Lusco, his successors and assigns, tenants, occupants and their respective employees, agents, contractors, customers, invitees and licensees, a non-exclusive perpetual easement for the purpose of utilization of parking spaces for passenger vehicles of all kinds, over, across and through the Roy Martin tract. Except for parking spaces in front of units H and I facing highway 95, when unit H and I are occupied.

*RM
PJL*

COVENANTS

1. Each owner of a parcel shall maintain at its expense the easement area located on its parcel in good order, condition and repair, free of all garbage, refuse and to keep the respective easement areas in such condition consistent with a first class commercial development.
2. Each owner shall pay or cause to pay all taxes, assessments, or charges of any type made or levied by any governmental body or agency with respect to its lot.
3. Each owner having rights with respect to an easement granted hereunder shall indemnify and hold the owner whose parcel is burdened by the easement harmless from any and all claims, liabilities and expenses relating to accidents, injuries, loss or damage of or to any person or property resulting from the negligent, intentional or willful acts or omissions of such owner, its tenants, occupants, their respective employees, agents, contractors, customers, invitees and licensees.
4. The easements granted herein shall be used and enjoyed by each owner and its successors, assigns, tenants, occupants and their respective employees, agents, contractors, customers, invitees and licensees in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operation of the business of any other owner or its successors, assigns, tenants, occupants and their respective employees, agents, contractors customers, invitees and licensees at any time conducted on its parcel, including but not limited to public access to and from said business, and the receipt or delivery of merchandise in connection therewith.
5. The easements granted herein shall not be modified, relocated or discontinued without the prior written consent of both parties.
6. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the tracts described in Exhibits A and B. No easements, except those expressly set forth shall be implied by this agreement.
7. In the event of any bankruptcy affecting any owner or occupant of any parcel, the parties agree that this shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that it is not rejectable, in whole or in part by the bankrupt person or entity.



8. In the event of a breach or threatened breach by an owner or its successors, assigns, tenants, occupants and their respective employees, agents, contractors, customers, invitees and licensees of any of the terms hereof, the other owner shall be entitled to full and adequate relief by injunction and/or all such other available legal or equitable remedies from the consequences of such breach.

9. This agreement will become null and void in the event of any attempt by the current lien holder encumbering the Martin tract, Aliant Bank or assigns, to terminate the easements created herein.

It is intended that each of the easements, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs and personal representative.

Lusco and Roy Martin Construction, LLC, acknowledge and agree that this agreement and the easements, and rights and obligations created herein, are essential to the use and enjoyment of each respective tract and that both owners shall cooperate fully with respect to the use and enjoyment of the easement and rights and obligations granted herein.

This agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein and all prior representations, negotiations, and understandings are superseded hereby.

In witness whereof, the parties have executed this agreement as of the effective date.

Phillip J. Lusco

By: _____

Its: _____

Roy Martin Construction, LLC

By: Roy L. Martin

Name: Roy L. Martin

Title: Sole Member

Signed on October 18, 2011
at: 1960 Hwy 33 Ste A, Pelham AL 35124



STATE OF ALABAMA

COUNTY OF SHELBY

I, Brenda H. Clayton a Notary Public in and for said County, in said State, hereby certify that **Roy L. Martin**, whose name as Sole Member of ROY MARTIN CONSTRUCTION, LLC, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such sole Member and with full authority, executed the same voluntarily for and as the act of limited liability corporation.

Given under my hand this 18th day of October, 2011.

Brenda H. Clayton
Notary Public

My Commission Expires: 4-20-13



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8. In the event of a breach or threatened breach by an owner or its successors, assigns, tenants, occupants and their respective employees, agents, contractors, customers, invitees and licensees of any of the terms hereof, the other owner shall be entitled to full and adequate relief by injunction and/or all such other available legal or equitable remedies from the consequences of such breach.

9. This agreement will become null and void in the event of any attempt by the current lien holder encumbering the Martin tract, Aliant Bank or assigns, to terminate the easements created herein.

It is intended that each of the easements, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs and personal representative.

Lusco and Roy Martin Construction, LLC, acknowledge and agree that this agreement and the easements, and rights and obligations created herein, are essential to the use and enjoyment of each respective tract and that both owners shall cooperate fully with respect to the use and enjoyment of the easement and rights and obligations granted herein.

This agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein and all prior representations, negotiations, and understandings are superseded hereby.

In witness whereof, the parties have executed this agreement as of the effective date.

Phillip J. Lusco

By: Phillip J. Lusco

Its: _____

Roy Martin Construction, LLC

By: _____

Name: Roy L. Martin

Title: Sole Member

Signed on _____, 2011

at: _____

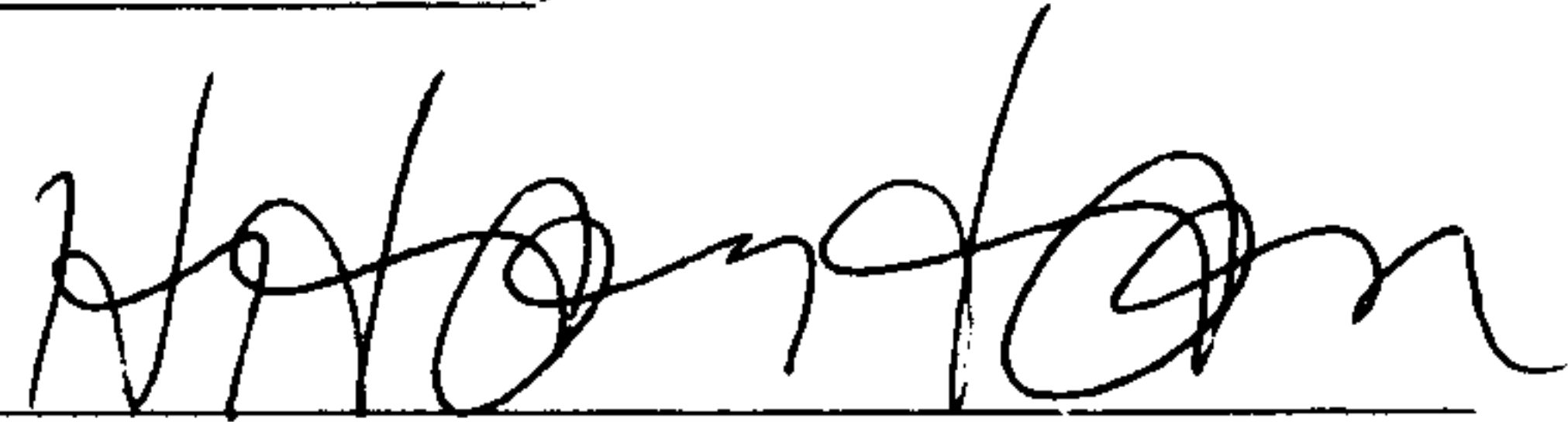


STATE OF ALABAMA

COUNTY OF SHELBY

I, Holly Horton a Notary Public, in and for said County and State, hereby certify that **Phillip J. Lusco**, whose name is signed to the foregoing who is known to me, acknowledged before me this day that, being informed of the contents, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 19 day of October, 2011.



Notary Public

My Commission Expires: 12/11/12



EXHIBIT A
(Lusco Tract)

A parcel of land situated in the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 27 Township 20 South, Range 3 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Northwest corner of said $\frac{1}{4}$ - $\frac{1}{4}$ Section, run thence in a Southerly direction along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section for a distance of 401.85 feet to an iron pin found; thence turn an angle to the left of $88^{\circ} 43'24''$ and run in an Easterly direction for a distance of 803.43 feet to the point of beginning the parcel herein described; from the point of beginning thus obtained, continue Eastwardly along the same course as before for a distance of 250.00 feet to the West right of way line of Shelby County Highway No. 95; thence turn an angle to the right of $97^{\circ} 24'02''$ and run in a Southerly direction along the West right of way line of said Shelby County Highway No. 95 for a distance of 14.46 feet; thence turn an angle to the right of $11^{\circ} 18'36''$ and run in a Southwesterly direction along said West right of way of said Shelby County Highway No. 95 for a distance of 50.99 feet; thence turn an angle to the left of $11^{\circ}18'36''$ and run in Southerly direction along the West right of way line of said Shelby County Highway No. 95 for a distance of 100.00 feet; thence turn an angle to the left of $11^{\circ}18'36''$ and run in a Southeasterly direction along the West right of way line of said Shelby County Highway 95 for a distance of 50.99 feet; thence turn an angle to the right of $97^{\circ}14'30''$ and run in a Westerly direction for a distance of 250.00 feet; thence turn an angle to the right of $94^{\circ}29'04''$, and run in a Northerly direction for a distance of 200.00 feet to the point of beginning of the parcel herein described.

Situated in Shelby County, Alabama.




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EXHIBIT B
(Martin Tract)

A parcel of land situated in the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 27, Township 20 South, Range 3 West, City of Helena, Shelby County, Alabama and being more particularly described as follows:

Beginning at the Southeast corner of Lot 40 of a Resurvey of Village Parish a Townhome Community as recorded in Map Book 24, Page 75, said point being the point of beginning; thence South 06 deg. 29 min.53 sec. West, a distance of 19.67 feet; thence South 88 deg. 00 min., 00 sec. East, a distance of 250.06 feet to a point lying on the Westerly right of way of County Road #95 thence South 06 deg. 04 min. 06 sec. West along said right of way a distance of 107.20 feet; thence South 50 deg. 27 min. 47 sec. West a distance of 102.1 feet to a point lying on the Northerly right of way of County Road #58; thence North 84 deg. 52 min. 53 sec. West along said right of way a distance of 366.91 feet; thence North 05 deg. 07 min. 07sec. East and leaving said right of way a distance of 147.42 feet to point lying on the Southerly right of way of Frances Lane, then North 89 deg. 38 min. 38 sec. East, a distance of 89.20 feet to the point of a curve to the right, having a radius of 25.00 feet; a central angle of 48 deg. 11 min. 22 sec. and subtended by a chord which bears South 66 deg. 15 min. 41 sec. East a chord distance of 20.41 feet; thence along arc and said right of way a distance of 21.03 feet to the point of curve to the left having radius of 50.00 feet; a central angle of 131 deg. 20 min. 24 sec. and subtended by a chord which bears North 72 deg. 09 min. 48 sec. East a chord distance of 91.12 feet; thence along arc and said right of way a distance of 114.62 feet to the Point of Beginning; being situated in Shelby County, Alabama.


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