

PROPERTY RIGHTS AGREEMENT

This Property Rights Agreement (“Agreement”) is made between the Angela Lane Harris and husband, Jack Edward Harris III (“Harris”), and Paul Anderson Garrett and wife, Dona M. Garrett (“Garrett”), and is effective on the date of the later to sign as shown below.

Recitals

A. Harris owns real property in Shelby County, Alabama, by virtue of a deed recorded as Instrument # 1996-00200 in the Probate Office of Shelby County, Alabama. The Harris property is described in the attached Exhibit A.

B. Garrett owns real property in Shelby County, Alabama, adjoining that of Harris, by virtue of a deed recorded as Instrument # 1996-00370 in the Probate Office of Shelby County, Alabama. The Garrett property is described in the attached Exhibit B.

C. The real property of the parties shares a common boundary line. The Harris property lies to the east and the Garrett property lies to the west of the common boundary line.

D. Both Harris and Garrett contributed money and labor to construct and install various improvements (“Improvements”) which have been used for their mutual benefit, including a swimming pool, boat house, and concrete driveway. Other than the swimming pool, which is located on both properties, the Improvements are located on the Garrett property. The location of the Improvements is shown on the attached Exhibit C.

E. Garrett now intends to sell the Garrett property to a third party. Following the sale, Harris will no longer use the Improvements located on the Garrett property. Harris and Garrett have negotiated a settlement of their rights to the Improvements, the terms of which are incorporated in this Agreement.

THEREFORE, in consideration of these premises and to settle any disputes they might have concerning the rights to the Improvements, the parties for themselves and for their grantees, heirs, successors, and assigns covenant and agree as follows:

1. Garrett will remove the swimming pool and replace the ground cover (by seeding with top cover of straw, or by sod, at Garrett’s discretion), at Garrett’s expense.
2. Harris will vacate and remove all of Harris’ property from the concrete pad located north

Harris-Garrett Property Rights Agreement

of Mulberry Lane as shown on Exhibit C.

3. Harris releases any and all of Harris' rights to the boat house in consideration of Garrett's payment of \$8,500.00 to Harris, such payment to be made at or before the closing of the sale of the Garrett property. Harris may continue to store a boat in the boat house until March 31, 2014, and upon removal of the boat Garrett will pay Harris an additional \$750.00.

4. There is an easement for access and turnaround over and across the concrete drive on the Garrett property shown on Exhibit C for the benefit of the Harris property.

5. Harris has the right to maintain the mailbox in place on the Garrett property as shown on Exhibit C.

6. Harris has the non-exclusive right to use the concrete turnaround area marked on the attached Exhibit D for temporary parking for a period of not longer than one year from the date of this Agreement, to terminate earlier upon completion by Harris of a new turnaround/parking area on the Harris property.

7. There is an easement for the benefit of the Harris property to use and maintain the portion of the Garrett property lying between the concrete drive and the mutual boundary line of the Harris property and Garrett property, as marked on Exhibit D, as part of the yard for the Harris property, provided that Harris may not place any structures on this property.

8. Harris and Garrett mutually covenant and agree that this Agreement shall run with the land and shall be binding upon them and binding upon and enure to the benefit of their respective grantees, heirs, personal representatives, successors and assigns.

9. Harris and Garrett agree that the executed copy of this Agreement may be recorded in the real property records in the Probate Office of Shelby County, Alabama, at Harris' expense and indexed under both of their names.

10. Upon execution of this Agreement, Harris will release, at Harris' expense, the notice of boundary line dispute recorded as Instrument # 20130404000140770 in the Probate Office of Shelby County, Alabama.

11. Each party shall pay that party's respective attorney's fees.

Executed by the parties on the date of the later to sign as shown by their signatures below.

[signatures on following pages]

Harris-Garrett Property Rights Agreement

Angela Lane Harris 1-9-2014
Angela Lane Harris date

Jack Edward Harris III 1-9-2014
Jack Edward Harris III date

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Angela Lane Harris and Jack Edward Harris III, whose names are signed to the foregoing agreement, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the agreement, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 9th day of January, 2014.



William R. Justice
Notary Public



Harris-Garrett Property Rights Agreement

Anderson
Paul A. Garrett 1/9/14
Paul Anderson Garrett date

Dona M. Garrett 1/9/14
Dona M. Garrett date

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Paul Anderson Garrett and Dona M. Garrett, whose names are signed to the foregoing agreement, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the agreement, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 9th day of January, 2014.

[Signature]
Notary Public

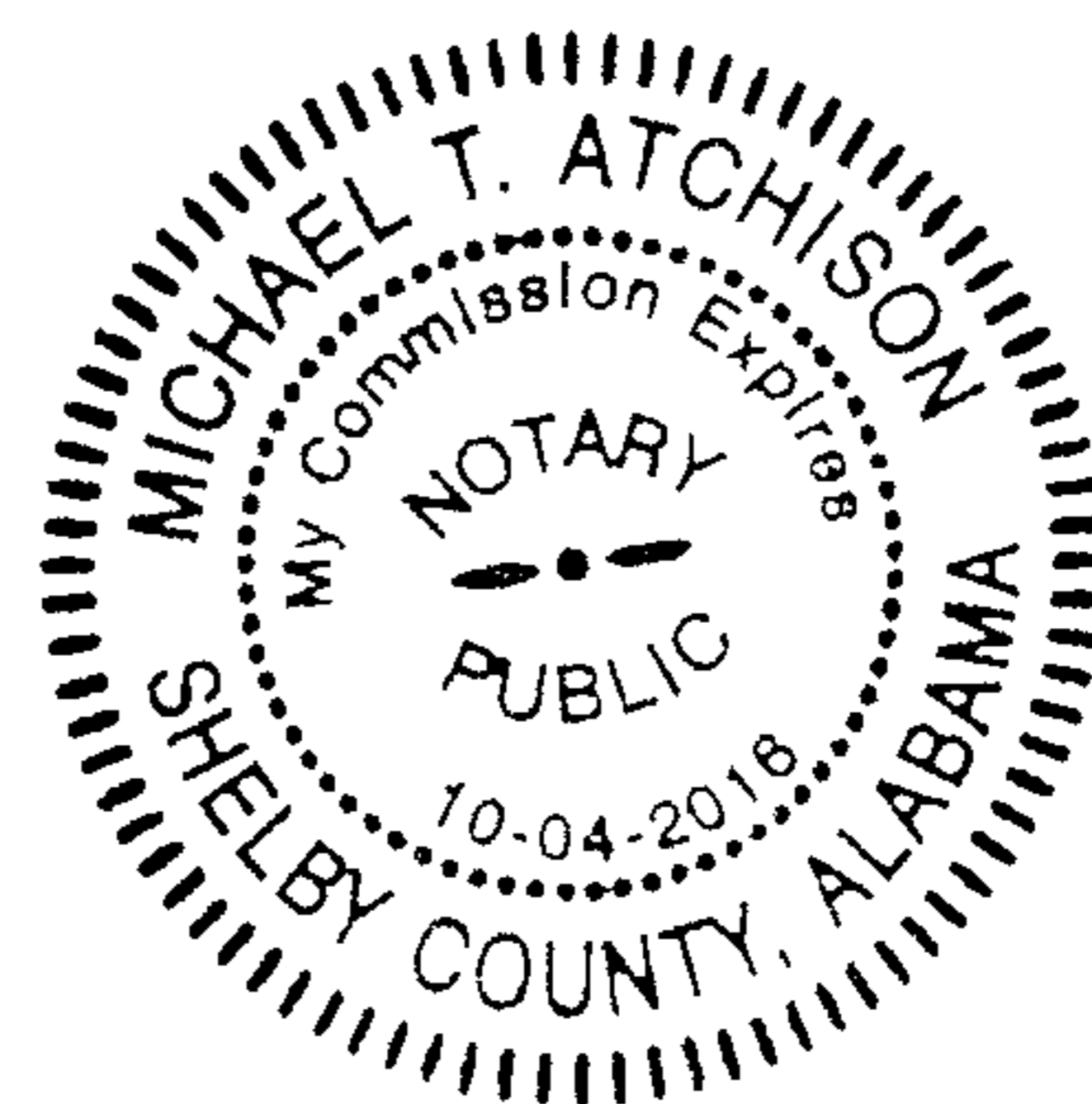



EXHIBIT A


20140109000009610 5/12 \$48.00
Shelby Cnty Judge of Probate, AL
01/09/2014 04:15:28 PM FILED/CERT

This instrument was prepared by

HARRISON, CONWILL, HARRISON & JUSTICE
P. O. Box 557
Columbiana, Alabama 35051

Grantee's address:

Angela Lane Harris
P.O. Box 1383
Atalapha, AL 35557

WARRANTY DEED

STATE OF ALABAMA
SHELBY

COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Thirty-one Thousand and no/100 Dollars
(\$31,000.00)

to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I or we,

Dennis T. Barrow, a single person

(herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto

Angela Lane Harris

(herein referred to as grantee, whether one or more), the following described real estate, situated in
Shelby County, Alabama, to-wit:

Commence at the SW corner of Section 25, Township 24 North, Range 15 East, Shelby County, Alabama, and run thence North 88° 00' 40" East along the South line of said Section a distance of 1192.67 feet to a point; thence North 0° 37' 00" East a distance of 421.77 feet to a point; thence North 89° 23' 00" East a distance of 150.74 feet to the point of beginning and being on the North bank of Lay Lake; thence North 18° 10' 06" East a distance of 195.96 feet to a point; thence North 32° 07' 59" East a distance of 378.52 feet to a point on the Southerly right of way line of a 60 foot wide County Road; thence South 44° 42' 54" East along said Southerly right of way line a distance of 100.00 feet to a point; thence South 30° 34' 34" West a distance of 373.97 feet to a point; thence South 18° 10' 06" West a distance of 187.99 feet to a point on the said North bank of said Lay Lake; thence North 49° 17' 00" West along said North bank a distance of 30.07 feet to a point; thence North 53° 28' 00" West continuing along said North bank a distance of 76.10 feet to the point of beginning.
Also known as Lot 3, according to the Survey of Mulberry Landing Estates, as recorded in Map Book 17 page 109 in the Probate Office of Shelby County, Alabama.

Subject to easements, setbacks, restrictions, covenants, and conditions as shown on recorded plat and as set out in instruments recorded in Real Book 60 page 991 and 206 page 67 in the Probate Office of Shelby County, Alabama.
Subject to utility easements and rights of way of record.
Subject to Alabama Power Company flood rights.
Less and except all minerals and mining rights not owned by Grantors, including those set out in Real Book 60 page 991, in the Probate Office of Shelby County, Alabama.

Inst # 1996-00200

01/03/1996-00200
03:16 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
301 SNA 40.50

TO HAVE AND TO HOLD to the said grantee, his, her or their heirs and assigns forever.

And I (we) do, for myself (ourselves) and for my (our) heirs, executors and administrators, covenant with said grantee, his, her or their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise stated above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will, and my (our) heirs, executors and administrators shall warrant and defend the same to the said grantee, his, her or their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal(s) this _____ 20th
day of _____ October _____, 1995.

(SEAL) Dennis T. Barrow (SEAL)
Dennis T. Barrow
(SEAL) Dennis F. Barrow, Jr. (SEAL)
by Dennis F. Barrow, Jr., as attorney in fact
(SEAL) _____ (SEAL)

STATE OF ALABAMA

SHELBY

COUNTY

General Acknowledgment

I, _____ the undersigned
in said State, hereby certify that Dennis T. Barrow, a single person by Dennis F. Barrow, Jr., as attorney in fact, _____
a Notary Public in and for said County.

Whose name(s) are _____ signed to the foregoing conveyance, and who are _____ known to me, acknowledged before me on this day, that being
informed of the contents of the conveyance, _____ executed the same voluntarily on the day the same bears date.
he/she/they


Given under my hand and official seal this _____ 20th _____ day of _____ October _____ A.D. 1995

3NBL/DAVIS PLAZA

William R. Justin
Notary Public

20140109000009610 6/12 \$48.00
Shelby Cnty Judge of Probate, AL
01/09/2014 04:15:28 PM FILED/CERT

EXHIBIT B


20140109000009610 7/12 \$48.00
Shelby Cnty Judge of Probate, AL
01/09/2014 04:15:28 PM FILED/CERT

This instrument was prepared by

HARRISON, CONWILL, HARRISON & JUSTICE
P. O. Box 557
Columbiana, Alabama 35051

Grantee's address:

Paul Anderson Garrett
P.O. Box 1745
Alabama, AL 36007

WARRANTY DEED

STATE OF ALABAMA
SHELBY

COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Thirty-one Thousand and no/100 Dollars
(\$31,000.00)

to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I or we,
Fleet Barrow and Memory Barrow, husband and wife

(herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto

Paul Anderson Garrett

(herein referred to as grantee, whether one or more), the following described real estate, situated in
Shelby County, Alabama, to-wit:

Commence at the SW corner of Section 25, Township 24 North, Range 15 East, Shelby County, Alabama, and run thence North 88° 00' 40" East along the South line of said Section a distance of 1192.67 feet to a point; thence North 0° 37' 00" East a distance of 497.51 feet to a point; thence North 89° 23' 00" East a distance of 69.81 feet to the point of beginning and being on the North bank of Lay Lake; thence North 18° 10' 06" East a distance of 202.94 feet to a point; thence North 40° 15' 26" East a distance of 366.82 feet to a point on the Southerly right of way line of a 60 foot wide County Road; thence South 44° 42' 54" East along said Southerly right of way line a distance of 60.00 feet to a point; thence South 32° 07' 59" West a distance of 378.52 feet to a point; thence South 18° 10' 06" West a distance of 195.96 feet to a point on the said North bank of said Lay Lake; thence North 53° 28' 01" West along said North bank a distance of 14.36 feet to a point; thence North 45° 13' 00" West continuing along said North bank a distance of 96.61 feet to the point of beginning.
Also known as Lot 2, according to the Survey of Mulberry Landing Estates, as recorded in Map Book 17 page 109 in the Probate Office of Shelby County, Alabama.

Subject to easements, setbacks, restrictions, covenants, and conditions as shown on recorded plat and as set out in instruments recorded in Real Book 60 page 991 and 206 page 69 in the Probate Office of Shelby County, Alabama.

Subject to utility easements and rights of way of record.

Subject to Alabama Power Company flood rights.

Less and except all minerals and mining rights not owned by Grantors, including those set out in Real Book 60 page 991, in the Probate Office of Shelby County, Alabama.

Inst # 1996-00370

01/04/1996-00370
03:39 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 MCD 40.50

TO HAVE AND TO HOLD to the said grantee, his, her or their heirs and assigns forever.

And I (we) do, for myself (ourselves) and for my (our) heirs, executors and administrators, covenant with said grantee, his, her or their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise stated above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will, and my (our) heirs, executors and administrators shall warrant and defend the same to the said grantee, his, her or their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal(s) this 20th
day of October, 1995.

(SEAL)

Fleet Barrow
Fleet Barrow

(SEAL)

(SEAL)

Memory Barrow
Memory Barrow

(SEAL)

(SEAL)

(SEAL)

STATE OF ALABAMA

SHELBY

COUNTY

General Acknowledgment

I, the undersigned
in said State, hereby certify that Fleet Barrow and Memory Barrow, husband and wife

a Notary Public in and for said County.

Whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 20th day of October, A.D. 1995


GNBC/ Davis Pledge

William A. Justice
Notary Public



20140109000009610 8/12 \$48.00
Shelby Cnty Judge of Probate, AL
01/09/2014 04:15:28 PM FILED/CERT

EXHIBIT C

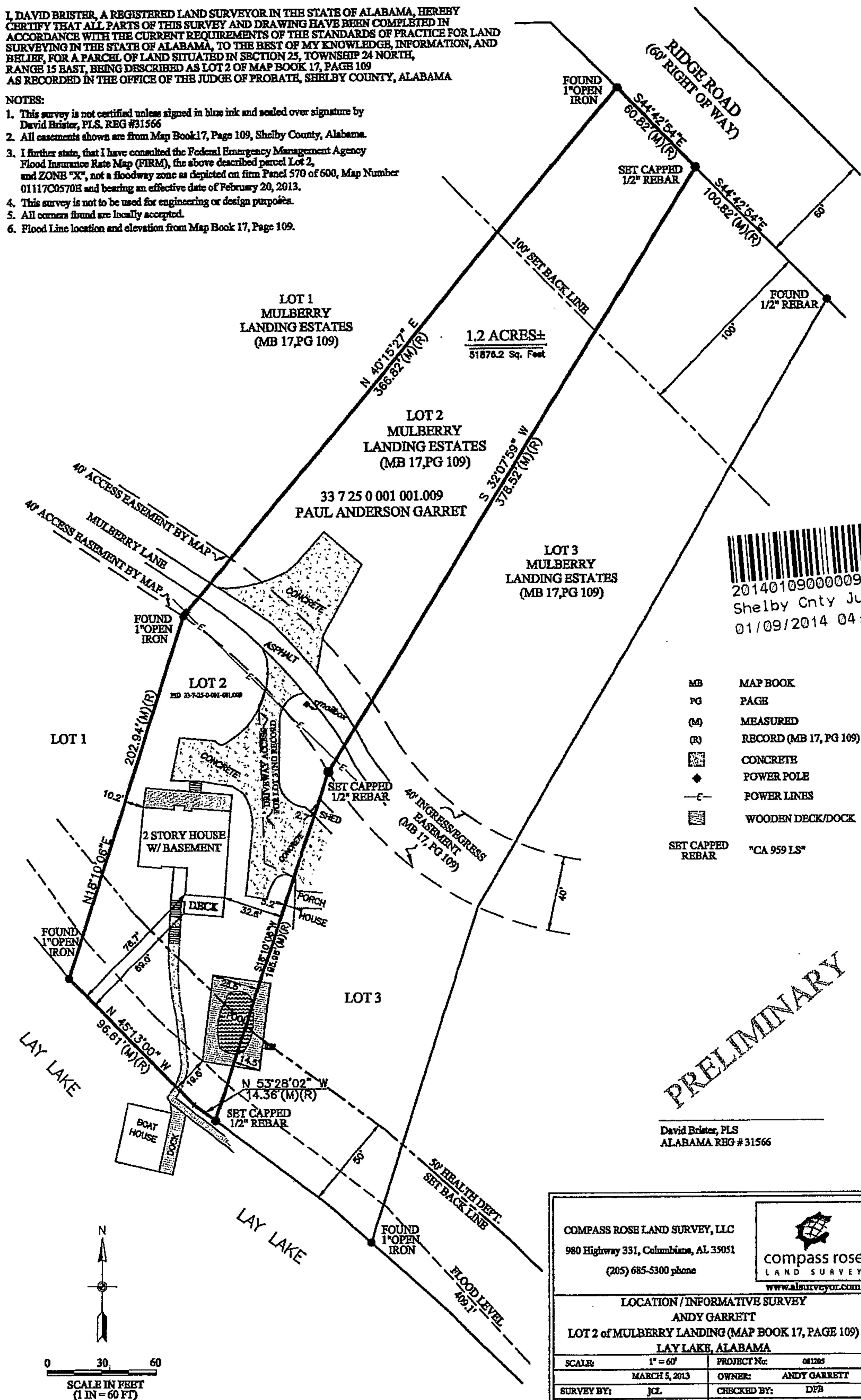

20140109000009610 9/12 \$48.00
Shelby Cnty Judge of Probate, AL
01/09/2014 04:15:28 PM FILED/CERT

STATE OF ALABAMA
COUNTY OF SHELBY

I, DAVID BRISTER, A REGISTERED LAND SURVEYOR IN THE STATE OF ALABAMA, HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF ALABAMA, TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, FOR A PARCEL OF LAND SITUATED IN SECTION 25, TOWNSHIP 24 NORTH, RANGE 15 EAST, BEING DESCRIBED AS LOT 2 OF MAP BOOK 17, PAGE 109 AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA

NOTES:

1. This survey is not certified unless signed in blue ink and sealed over signature by David Brister, PLS, REG #31566
2. All easements shown are from Map Book 17, Page 109, Shelby County, Alabama.
3. I further state, that I have consulted the Federal Emergency Management Agency Flood Insurance Rate Map (FIRM), the above described parcel Lot 2, and ZONE "X", not a floodway zone as depicted on firm Panel 570 of 600, Map Number 01117C0570B and bearing an effective date of February 20, 2013.
4. This survey is not to be used for engineering or design purposes.
5. All corners found are locally accepted.
6. Flood Line location and elevation from Map Book 17, Page 109.



20140109000009610 10/12 \$48.00
Shelby Cnty Judge of Probate, AL
01/09/2014 04:15:28 PM FILED/CERT

COMPASS ROSE LAND SURVEY, LLC
980 Highway 331, Columbiana, AL 35051
(205) 685-5300 phone



LOCATION / INFORMATIVE SURVEY
ANDY GARRETT
LOT 2 of MULBERRY LANDING (MAP BOOK 17, PAGE 109)
LAY LAKE, ALABAMA

SCALE: 1" = 60'	PROJECT No: 061205
MARCH 5, 2013	OWNER: ANDY GARRETT
SURVEY BY: JCL	CHECKED BY: DEB
DRAWN BY: JCL	APPROVED BY: DFB
BEARING: MAP BOOK 17, PAGE 109	ADDRESS: 136 MULBERRY LANE, 35143

EXHIBIT D



20140109000009610 11/12 \$48.00
Shelby Cnty Judge of Probate, AL
01/09/2014 04:15:28 PM FILED/CERT

LOT 2
MULBERRY
LANDING ESTATES
(MB 17, PG 109)

33 7 25 0 001 001.009
PAUL ANDERSON GARRET

LOT 3
MULBERRY
LANDING ESTATES
(MB 17, PG 109)

LOT 2

FD 33-7-25-0-001-001.009

2 STORY HOUSE
W/ BASEMENT

DECK

SET CAPPED
1/2" REBAR

40' INGRESS/EGRESS
EASEMENT
(MB 17, PG 109)

Turnaround for
temporary parking
#6

LOT 3



20140109000009610 12/12 \$48.00
Shelby Cnty Judge of Probate, AL
01/09/2014 04:15:28 PM FILED/CERT

SET CAPPED