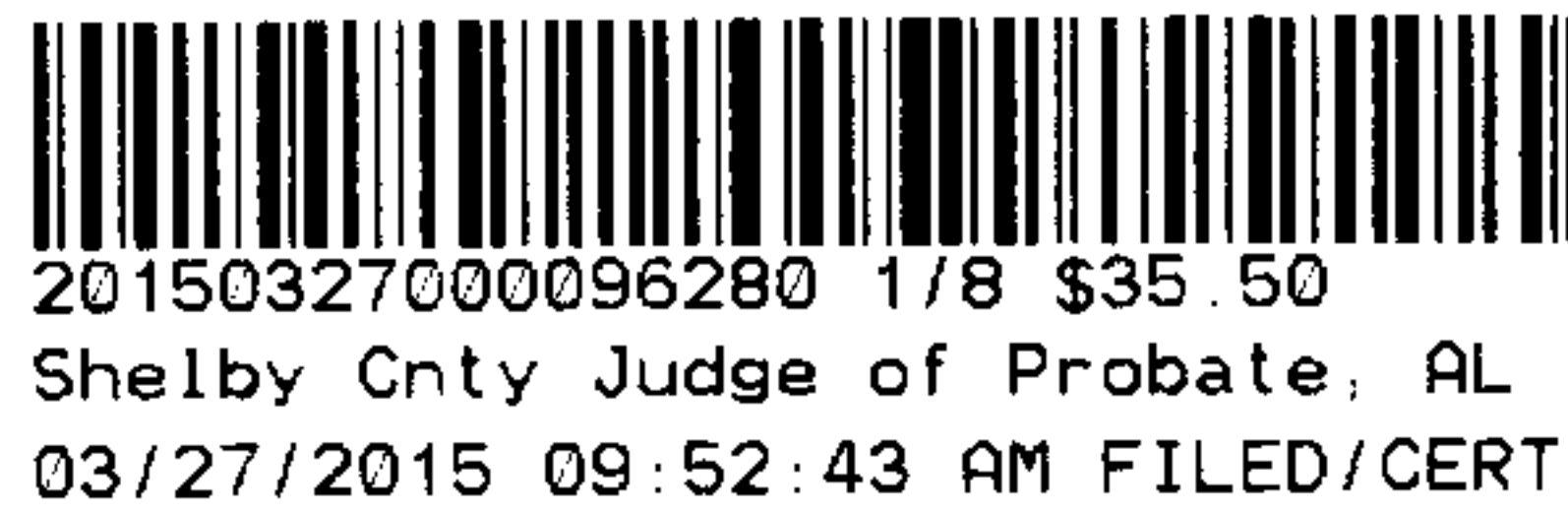


\$500

This Instrument was prepared by:

R. Shan Paden, Attorney at Law
PADEN & PADEN, P.C.
1826 3rd Avenue N., Suite 200
Bessemer, AL 35020
205-432-0270



STATE OF ALABAMA)
COUNTY OF SHELBY)

Shelby County, AL 03/27/2015
State of Alabama
Deed Tax: \$.50

AGREEMENT TO GRANT RECIPROCAL EASEMENTS

This agreement is made and entered into this the 17 day of March, 2015, by and between James Lee, V, a single person, hereinafter referred to as "Lee," and Tommy R. Duncan and Kim W. Duncan, husband and wife, hereinafter referred to as "the Duncans."

WHEREAS, the Duncans own the following described real estate situated in Shelby County, Alabama, free and clear of all liens, encumbrances, restrictions, and right-of-ways of record, to-wit:

Lot 18, according to the Survey of Cahaba River Estates, as recorded in Map Book 3, page 11, in the Probate Office of Shelby County, Alabama.

Also, a part of the Northerly portion of Lot 19, according to the Survey of Cahaba River Estates, as recorded in Map Book 3, pages 32 and 33, in the Office of the Judge of Probate of Jefferson County, Alabama, and also recorded in Volume 17, page 64, Birmingham Office of the Judge of Probate of Jefferson County, Alabama, and also recorded in Shelby County, Alabama, in office of the Judge of Probate in Map Book 3, page 11, and being more particularly described as follows: Commence at the Northwest corner of the above described Lot 19, said corner being the Northwest corner of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 26, Township 19 South, Range 3 West; thence Southwardly along the West line of said Lot for a distance of 50.0 feet to the point of beginning; thence continue Southwardly for a distance of 311.86 feet to a crimped iron found; thence turn an angle to the left of 89 degrees 53 minutes 19 seconds for a distance of 15.98 feet; thence turn an angle to the right of 79 degrees 40 minutes 11 seconds for a distance of 120.67 feet to a crimped iron found; thence turn an angle to the left 35 degrees 12 minutes 32 seconds for a distance of 58.27 feet to a crimped iron found; thence turn an angle to the left of 20 degrees 49 minutes 27 seconds for a distance of 126.84 feet to a crimped iron found; thence turn an angle to the left of 89 degrees 59 minutes 37 seconds for a distance of 7.62 feet to a crimped iron found; thence turn an angle to the right of 79 degrees 29 minutes 02 seconds for a distance of 52.87 feet to a crimped iron found, said point being located on the East line of said Lot 19; thence turn an angle to the left of 103 degrees 10 minutes 44 seconds and run Northwardly along said east line for a distance of 524.83 feet to a point located 50.0 feet South of the Northeast

corner of said Lot 19; thence turn an angle to the left of 89 degrees 23 minutes 59 seconds for a distance of 249.90 feet to the point of beginning.

Also, a part of the Northerly portion of Lot 19, according to the Survey of Cahaba River Estates, as recorded in Map Book 3, pages 32 and 33, in the Office of the Judge of Probate of Jefferson County, Alabama, and also recorded in Volume 17, page 64, Birmingham Office of the Judge of Probate of Jefferson County, Alabama, and also recorded in Shelby County, Alabama, in Office of the Judge of Probate in Map Book 3, page 11, and being more particularly described as follows: Begin at the Northwest corner of the above described Lot 19, said corner being the Northwest corner of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 26, Township 19 South, Range 3 West; thence Southwardly along the West line of said Lot for a distance of 50.0 feet; thence turn an angle to the left of 89 degrees 20 minutes 24 seconds for a distance of 249.90 feet; thence turn an angle to the left of 89 degrees 23 minutes 59 seconds for a distance of 50.0 feet to the Northeast corner of said Lot 19; thence turn an angle to the left of 89 degrees 23 minutes 59 seconds for a distance of 249.95 feet to the point of beginning.

and

WHEREAS, Lee owns the following described real estate situated in Shelby County, Alabama, subject to a mortgage in favor of Regions Bank, but otherwise free and clear of all encumbrances, restrictions and right-of-ways of record, to-wit:

Lot 17, according to the map and survey of Cahaba River Estates, a map of which is recorded in the Office of the Judge of Probate of Jefferson County, Alabama, in Map Book 17, Page 64. Said Map and Survey of Cahaba River Estates is also recorded in the Bessemer Division of the Office of the Probate Judge of Jefferson County, Alabama, in Map Book 3, Pages 32 and 33, and is also recorded in the Office of the Probate Judge of Shelby County, Alabama, in Map Book 3, Page 11.

and

WHEREAS, the Duncans' eastern property boundary adjoins Lee's western property boundary, and

WHEREAS, a common pond is situated on and between the parties real property as shown on the Karl Hager survey attached hereto as Exhibit "A" and both parties desire to enter an agreement which will: (1) create a permanent easement to the other party to use and enjoy that portion of the pond situated on the other party's property, (2) create a ten foot (10') easement around the water's edge of the pond for use by the other party to fish or otherwise have ingress and egress to the pond and (3) delineate and create certain rights, duties and obligations of the parties to each other in connection with the use and operation of the common pond as hereinafter set forth;

NOW, THEREFORE, in consideration of the covenants and promises herein set forth and other good and valuable consideration, the parties do hereby agree as follows, to-wit:



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Shelby Cnty Judge of Probate, AL
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1. Lee and the Duncans do hereby specifically and expressly subject their respective real property to a ten foot (10') ingress and egress easement around the boundary of the common pond in connection with their use of the common pond as the pond is shown on the Karl Hager survey attached hereto as Exhibit "A." The common pond will be a common area and the parties do hereby establish and reserve for themselves and their respective successors and assigns, a permanent and perpetual easement for the enjoyment of the common pond.

2. No pesticides or other toxic, hazardous or harmful chemicals shall be used whatsoever within fifty (50) feet of the common pond. Any such chemicals used or applied more than fifty (50) feet from the common pond shall be so used and applied to prevent their spread or dissemination into the pond.

3. In the event that either party to this agreement, invitee, tenant or occupant violates any of the restrictions and limitations set forth and such violation causes damage to the pond or the fishing conditions thereof, such party shall be liable for the cost of curing the damage to the pond caused by such violation which may include, without limitation, the cost of draining and restocking the pond if recommended by a professional consultant. In the event that any such violation causes personal injury to any person or to the property of any person, the responsible party shall indemnify and hold the other party to this agreement, successors and assigns, harmless from and against any liability they may have to such person.

4 Any person, by his/her use of the pond pursuant to the easement granted hereunder or otherwise, shall be deemed to have constructively agreed that the parties to this agreement shall have no duty of care to keep the pond safe for entry and use by such persons, or to give any warning of hazardous conditions, use of structures or activities on or about the pond, and the parties hereto, their respective heirs, successors and assigns shall have no liability for any injury to persons or property caused by any act or omission of a party hereto or any other person relating to or arising out of the use of the pond by any person.

5. The parties hereto, any occupant of the real property described in this Agreement and their respective invitees, heirs, executors, personal representatives, administrators, successors and assigns (collectively the "Releasing Parties"), by executing this Agreement, do hereby waive all claims against the other party, their respective heirs, executors, personal representatives, administrators, successors and assigns, from and against any and all liability of any nature arising out of or on account of any loss, damage or injury to personal property, including death as a result of entry onto the pond or water areas by any of the Releasing Parties, the rise and fall of the water level of the pond including without limitation, the flow of water onto and out of the pond which could result in or cause damage, by flooding, soil erosion or otherwise, to the land, the improvements of either party to this agreement or which would result in or cause any improvements situated or adjacent to the pond to be unusable due to low water levels. Furthermore, the Releasing Parties do hereby acknowledge and agree that (I) no party hereto shall provide any life guard or any other supervisory personnel or assistance in the conduct of any activity on or about the pond, (II) the use of the pond by any of the releasing parties shall be at the sole risk and expense of the person or entity using the pond, and (III) neither party to this Agreement nor any of their respective heirs, successors or assigns, shall be obligated to take any action to maintain a specific water level in the pond.



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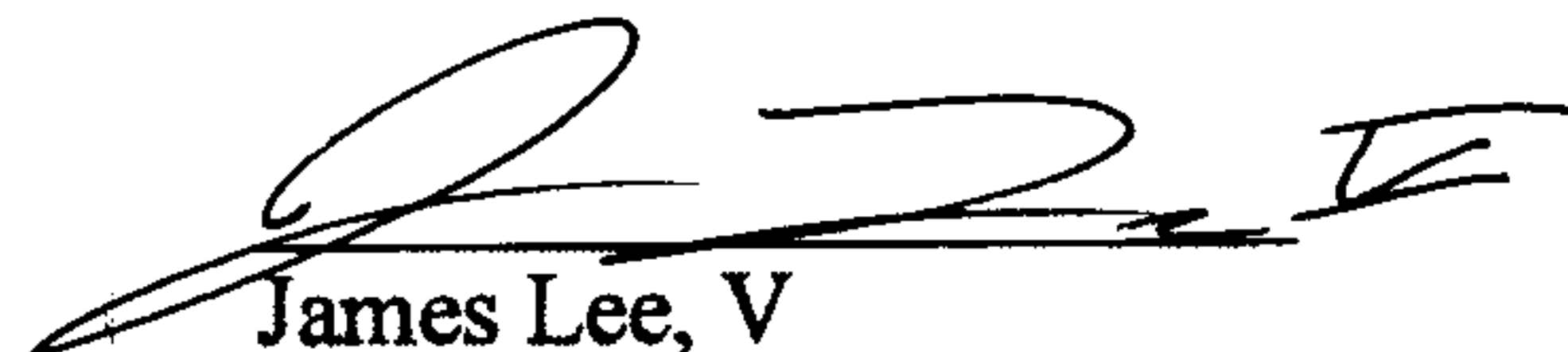
6. It is understood that said easement regarding the common pond is so given upon the express understanding and condition that the same may be used in conjunction with the use of the other party, their heirs, assigns and tenants; also that the other party, their heirs, assigns and tenants will be in no way bound to keep the pond in repair; nor the other party their heirs or assigns, assume any liability or responsibility to the other party, their heirs or assigns or any person using said easement by invitation expressed or implied, or otherwise.

7. That this agreement shall constitute a covenant running with the lands and shall inure to the benefit of the assigns, heirs and grantees or successors of the undersigned and to all future owners of said real property.

8. It is understood that said easement on Lee's real property is subject a Mortgage held by Regions Bank recorded in Instrument No. _____ on _____ in the Probate Office of _____ County, Alabama. The Duncans and Lee agree to cause any lender possessing a mortgage on any property that is subject to the easement at the time of execution and recording of this Agreement to execute the Joinder attached hereto as Exhibit "B" solely to evidence their consent to the terms and provisions of this Agreement and also to evidence their consent that the terms and provisions of this Agreement shall survive and continue upon and after any foreclosure of their mortgage on property or the acquisition of title to property by such lender or another third party.

TO HAVE AND TO HOLD the same unto each other, their heirs and assigns for the uses and purposes for which said real property is granted.

In Witness Whereof, the said Lee and Duncans have hereunto set their hands and seals on this the 17 day of March, 2015.


James Lee, V

STATE OF ALABAMA)
COUNTY OF Shelby

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that James Lee, V, a single person, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this date that, being informed of the contents of the conveyance, he executed the same voluntarily on the day same bears date.

Given under my hand and seal of office this 17 day of March, 2015.


Notary Public

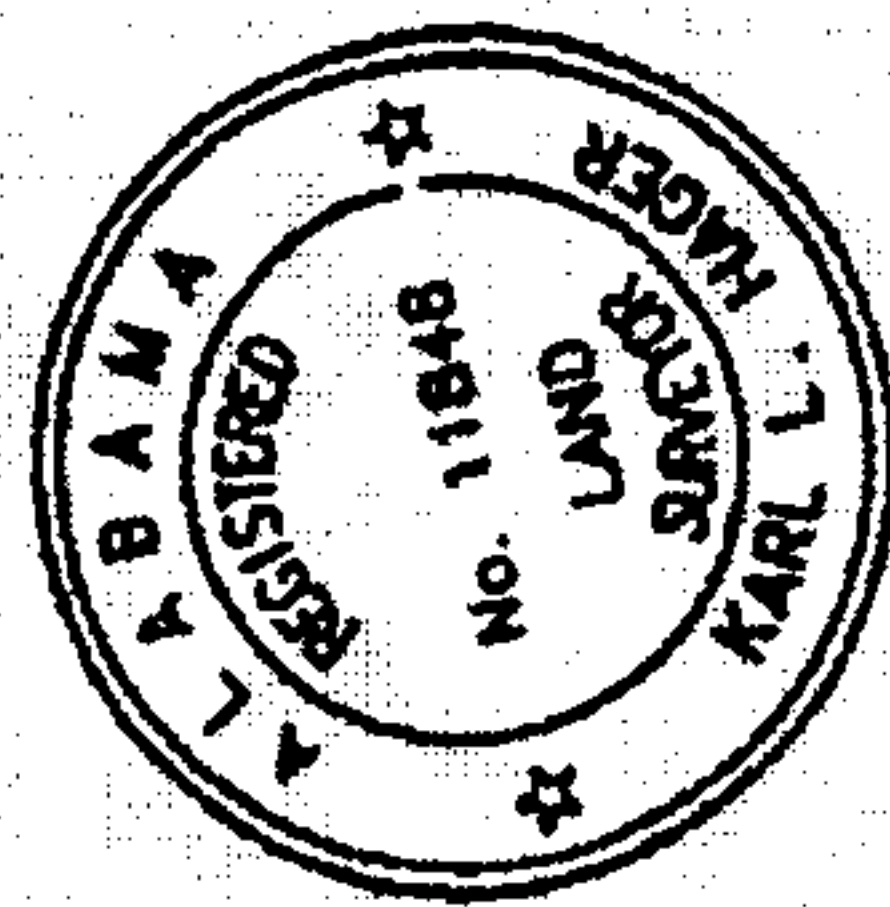
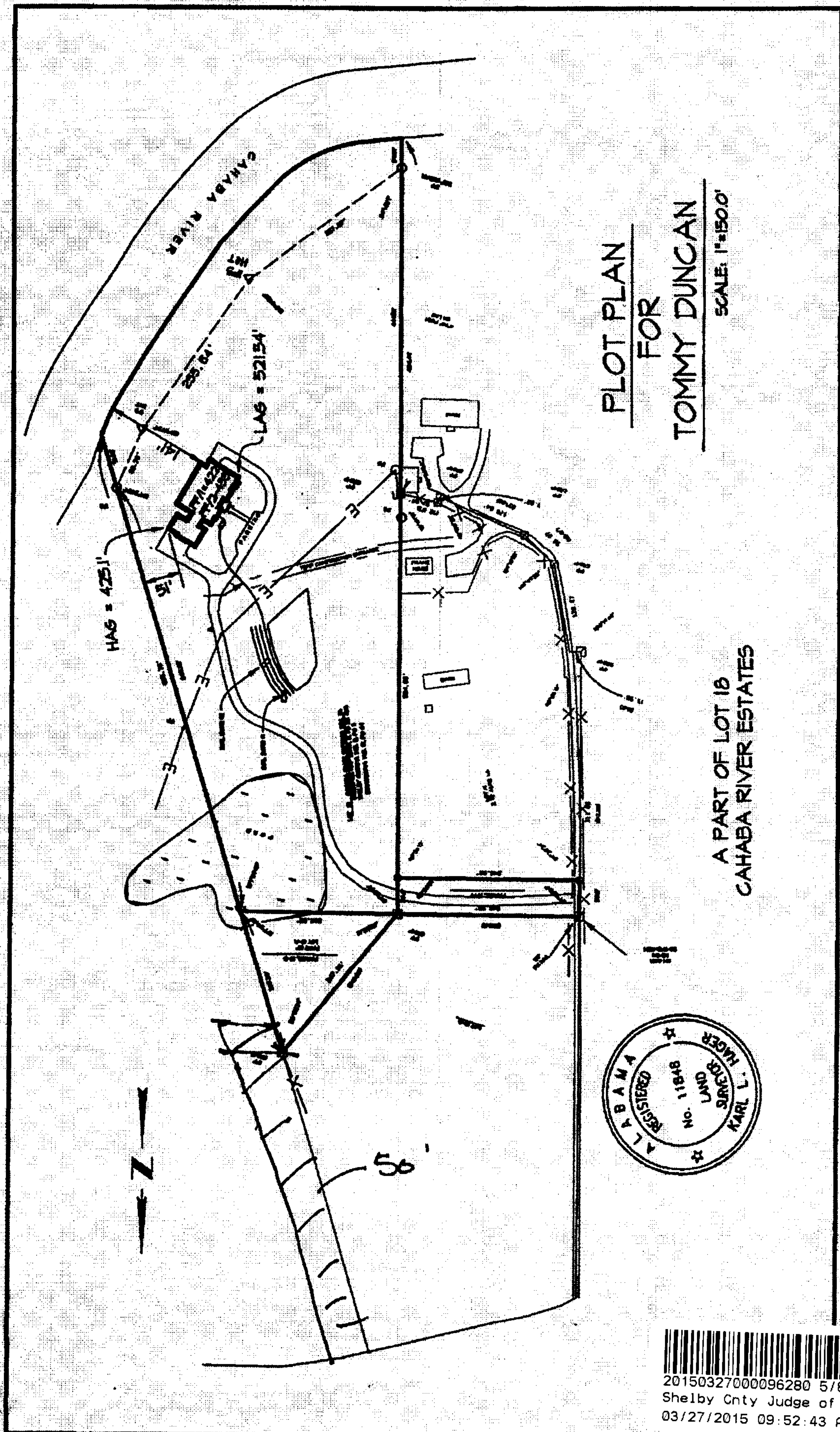
MY COMMISSION EXPIRES DECEMBER 11, 2016

My commission expires: Dec 11/16



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Shelby Cnty Judge of Probate, AL
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Exhibit "A"



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EXHIBIT "B"

Joinder and Consent of Mortgagee

Regions Bank (hereinafter referred to as "Mortgagee" or "Regions"), being the owner and holder of that certain Mortgage executed by James Lee V, a single person (hereinafter referred to as "Lee"), in favor of Regions recorded in Instrument No. _____ on _____ in the Probate Office of _____ County, Alabama (the "Mortgage"), does hereby join in and consent to the Agreement to Grant Easement (the "Agreement") dated _____ by and between Lee and Tommy R. Duncan and Kim W. Duncan, husband and wife (hereinafter referred to as "the Duncans") to which Joinder and Consent of Mortgagee is attached, and in connection therewith, Regions hereby agrees that:

(1) in the event that any proceedings are brought by Regions, its nominees, successors or assigns (collectively, the "Secured Party") in connection with or arising out of the Mortgage, including, but not limited to, any foreclosure or other action to enforce payment of any amounts due to Regions as secured by the Mortgage or any part thereof, Regions agrees that the Secured Party shall not join the Duncans as a party to any such action or proceedings and the Secured Party will not foreclose, terminate or alter the Agreement or any provision thereof in connection therewith; and

(2) in the event Regions, its nominees, successors or assigns or any other party (collectively, the "Secured Owner") acquires title to or right of possession of all or any portion of the property described in and the subject of the Agreement pursuant to or in connection with the Mortgage, including, but not limited to, through foreclosure, deed in lieu of foreclosure or otherwise, the Agreement and all of its terms, provisions, covenants and conditions shall remain in full force and effect, and each of the parties of the Agreement shall continue to have the benefit of all rights and be burdened by all obligations provided in the Agreement, it being expressly agreed that all the terms, provisions, covenants and conditions of the Agreement shall survive and continue in full force and effect upon and after any foreclosure or other acquisition of title to Lee's real property (as described in the Agreement) by Regions, its nominees, successors, assigns or any other party.

IN WITNESS WHEREOF, Region has executed this Joinder and Consent of Mortgagee on this the 10th day of March, 2015.

Regions Bank

BY: Marianne Garner Lee
ITS: Vice President



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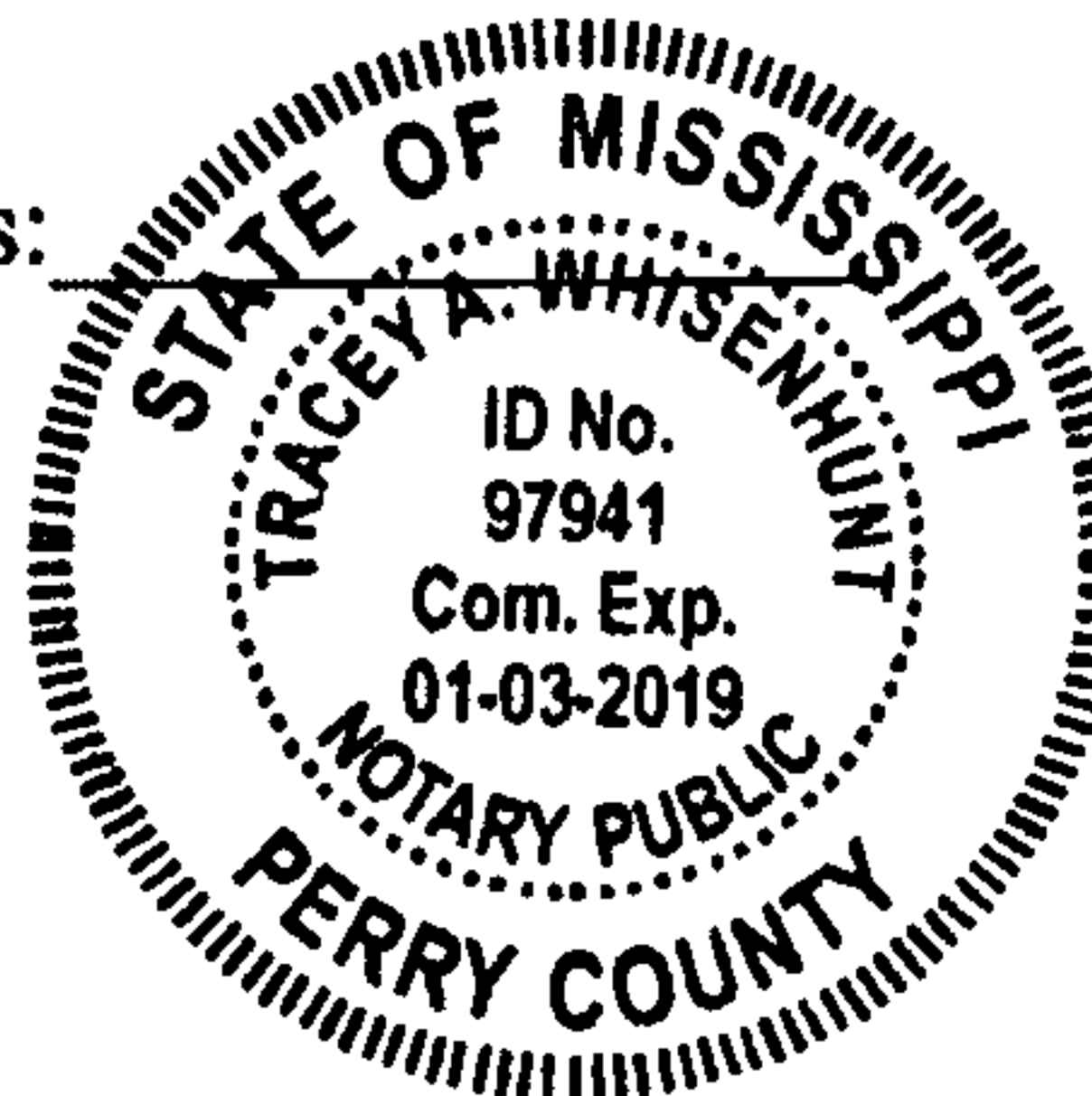
Mississippi
STATE OF ~~ALABAMA~~)
COUNTY OF ~~JEFFERSON~~)
Forrest

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Regions Bank through Marianne Garner Lee, VP, whose name is signed to the Joinder and Consent of Mortgagee, and who is known to me, acknowledged before me on this date that, being informed of the contents of the Joinder and Consent of Mortgagee, he/she in his/her capacity as VP and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

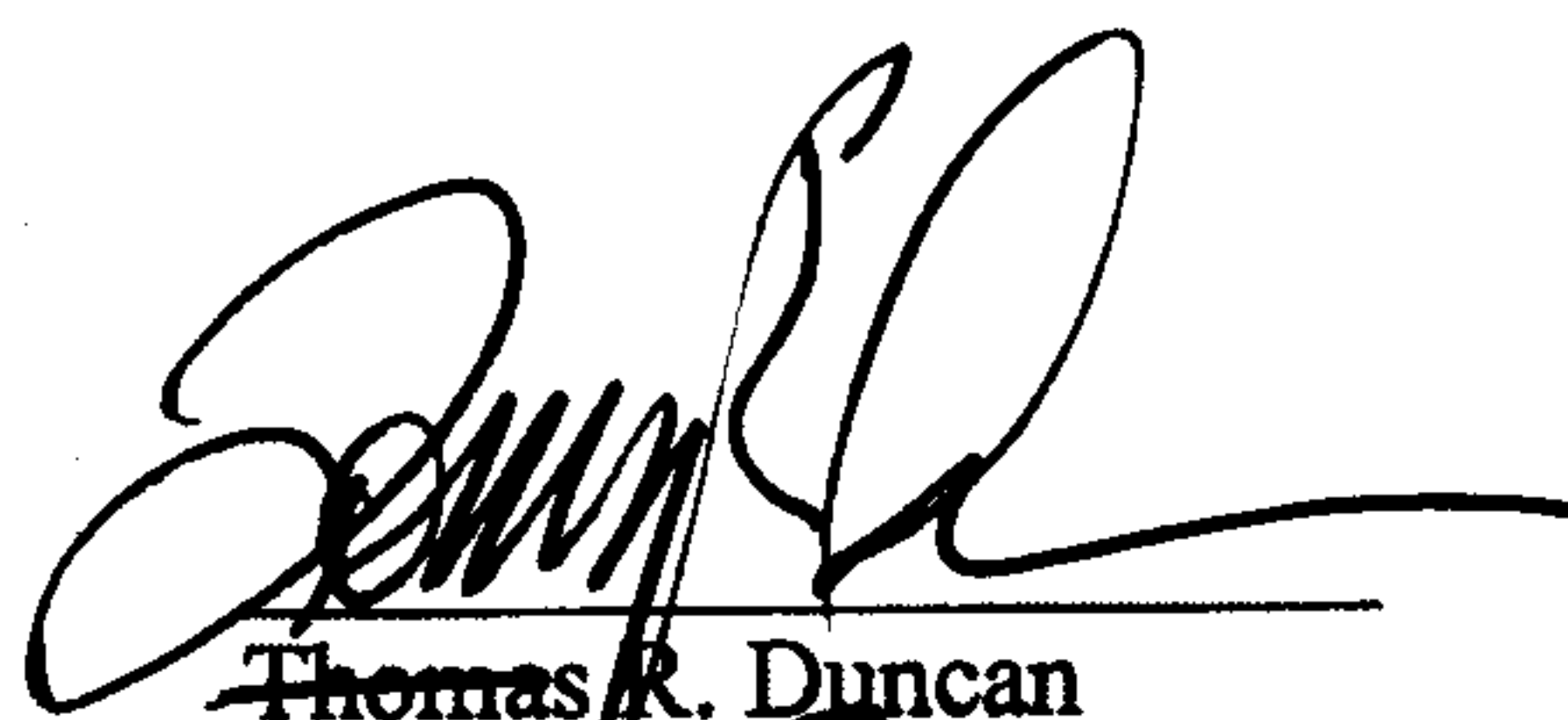
Given under my hand and seal of office this 10th day of March, 2015.

Tracey A. Whisenant
Notary Public

My commission expires:



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Thomas R. Duncan

Tommy



Kim W. Duncan

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Thomas R. Duncan and spouse, Kim W. Duncan, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this date that, being informed of the contents of the conveyance, they executed the same voluntarily on the day same bears date.


Given under my hand and seal of office this 17 day of March, 2015.

MY COMMISSION EXPIRES DECEMBER 11, 2016


Notary Public

My commission expires: Dec 11/16

This easement was prepared without the benefit of a title examination.


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