

Document Prepared By:
Raymond P. Fitzpatrick, Jr.
1200 Corporate Drive, Ste. 105
Birmingham, Alabama 35242

STATE OF ALABAMA

SHELBY COUNTY

RECIPROCAL LIMITED EASEMENT AGREEMENT

Whereas, on June 30, 2020, Jonathan L. Wright (hereinafter "Wright") purchased a tract of land referred to herein as the "Wright Parcel", from Roy W. Gilbert, Jr. and Judith L. Gilbert (hereinafter collectively "Gilberts Jr.") as conveyed by Statutory Warranty Deed recorded as Doc. 20200630000267650 in the Office of the Shelby County Judge of Probate; and

Whereas, on June 30, 2020 Wright and Gilberts Jr. also entered into a Conditional Obligation To Purchase and First Right To Negotiate Agreement, recorded as Doc. 20200630000267660 in the Office of the Shelby County Judge of Probate, wherein Wright and Gilberts Jr. agreed to certain obligations concerning the possible conveyance in the future of a parcel of land referenced to herein as the "Gilbert Higdon Home And Two Acres", which is largely surrounded by the Wright Parcel; and

Whereas, on August 26, 2020, Gilberts Jr. conveyed the same Gilbert Higdon Home And Two Acres" to their daughter, Leigh Ann Gilbert Higdon, by Statutory Warranty Deed recorded as Doc. 20200827000377050 in the Office of the Judge of Probate of Shelby County; and

Whereas, on July 23, 2020, Roy W. Gilbert III and Sharon Gilbert (hereinafter collectively "Gilberts III") conveyed certain acreage that adjoins the Wright Parcel and Legacy Drive to Gilberts Jr. by Statutory Warranty Deed recorded as Doc. 20200804000328930 in the Office of the Judge of Probate of Shelby County, said lands hereinafter referred to as "Gilbert Front Parcel"; and

Whereas, Gilberts III are the owners of parcels of land as further described in the deeds recorded as Doc. 20080521000207370, Doc. 20121217000481270 and Doc. 20200804000328920 in the Office of the Judge of Probate of Shelby County referred to herein as the "Gilbert III Parcels"; and

Whereas, all of the above-named parties desire to grant to one another a mutual easement for ingress and egress purposes only through a designated portion of their respective lands as described in Exhibit A, annexed hereto;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties do hereby agree as follows:

1. The parties do hereby grant to each other a limited ingress and egress easement as described in Exhibit A hereto for the benefit of the Wright Parcel, the Gilbert Higdon Home And Two Acres, the Gilbert Front Parcel and the Gilbert III Parcels, and the owners, occupants, guests and invitees thereof, subject to the limitations and further obligations as stated herein. Subject to the provisions stated below, this easement shall run with the land and is binding upon the assigns, successors or heirs of the parties.

2. Each party shall be responsible for maintaining the portion of the road on their respective lands as previously constructed in the easement area in its current condition and state of repair at their sole cost. In the event a party or their respective occupants, guests or invitees causes damage to the road or other portion of the easement area, that party shall be responsible for all costs to repair such damages.

3. In the event a party or its respective occupants, guests or invitees suffers any alleged loss or damages while in the course of using the subject easement, that party shall indemnify and hold harmless all other parties from any claims, demands, damages, causes of action, attorney's fees or costs incurred or arising out of the claim of alleged loss or damage.

4. This reciprocal easement is granted by the parties to each other for the purpose of supporting the current use and occupancy of their respective parcels of land. In the event any party subdivides the Wright Parcel, the Gilbert Higdon Home And Two Acres, or the Gilbert III Parcels for more than two (2) additional homesites or utilizes said property for any use other than as currently used for private residential purposes, any party hereto may elect to unilaterally terminate this easement by written notice of termination to the other parties and recorded in the Office of the Judge of Probate of Shelby County.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 28th day of January, 2021.

SIGNATURES ON NEXT PAGE

SIGNATURE PAGE TO EASEMENT AGREEMENT

Roy W. Gilbert, Jr.
Roy W. Gilbert, Jr.


Judith L. Gilbert

Roy W. Gilbert III

Sharon Gilbert

Jonathan L. Wright

Jonathan L. Wright



Leigh Ann Gilbert Higdon

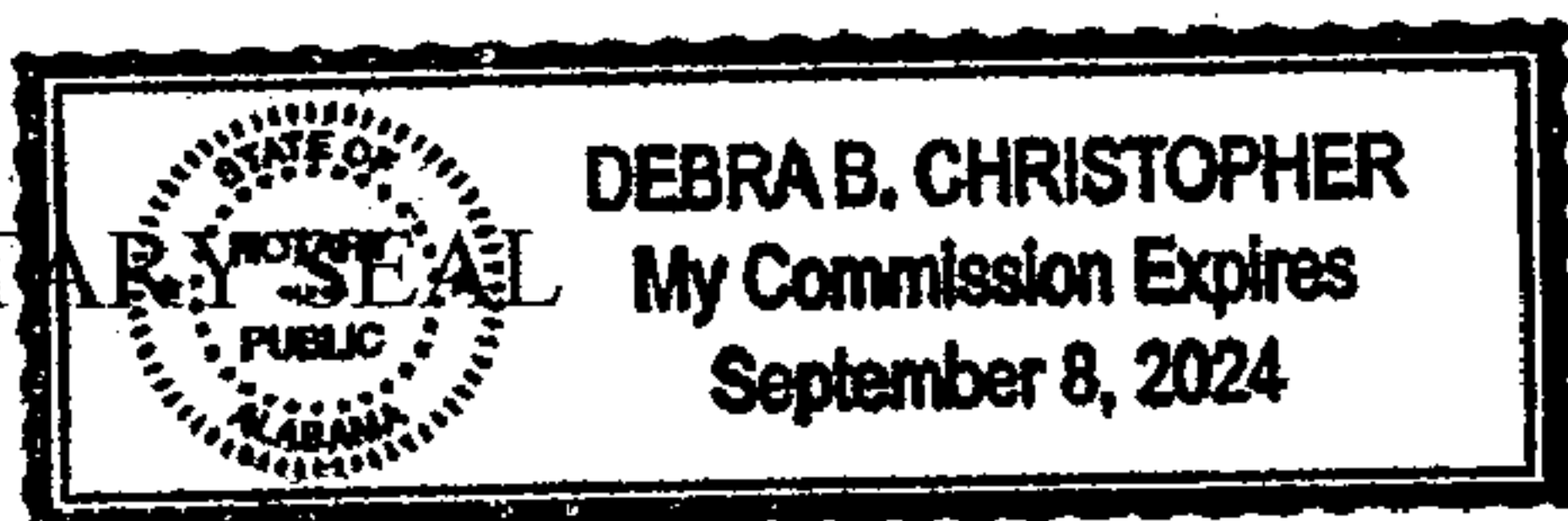
STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Roy W. Gilbert, Jr., whose name 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, has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal the 28th day of January, 2021.

NOTARY SEAL

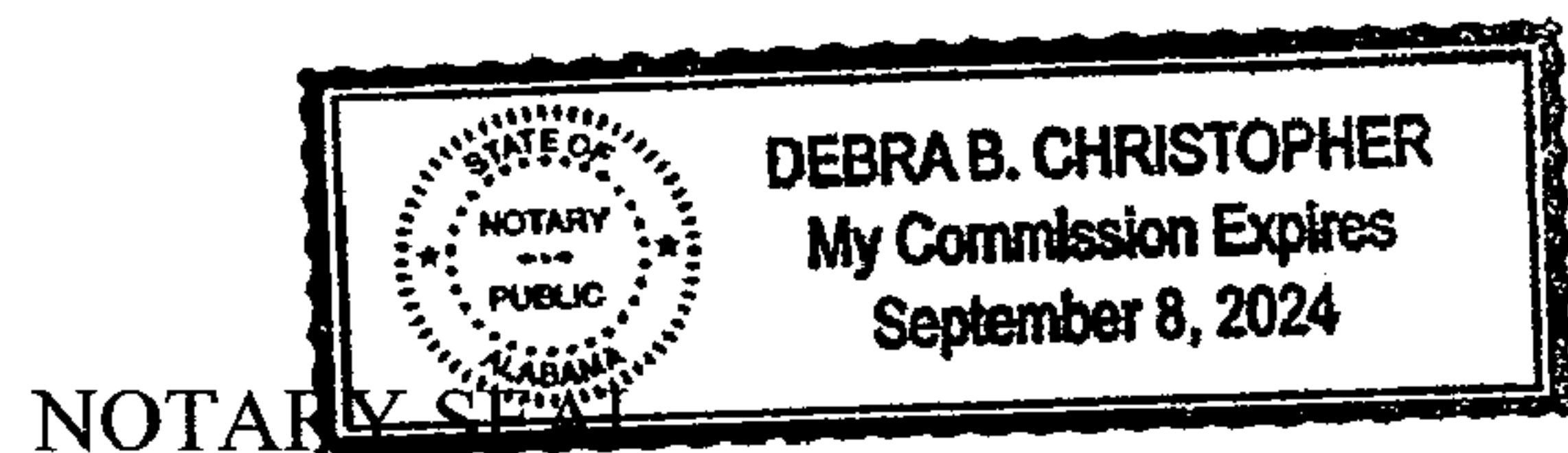


Dina B. Chutkan
Notary Public
My commission expires: 9/8/2024

STATE OF ALABAMA)
 :
SHELBY COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Judith L. Gilbert, whose name 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, has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal the 29th day of January, 2021.

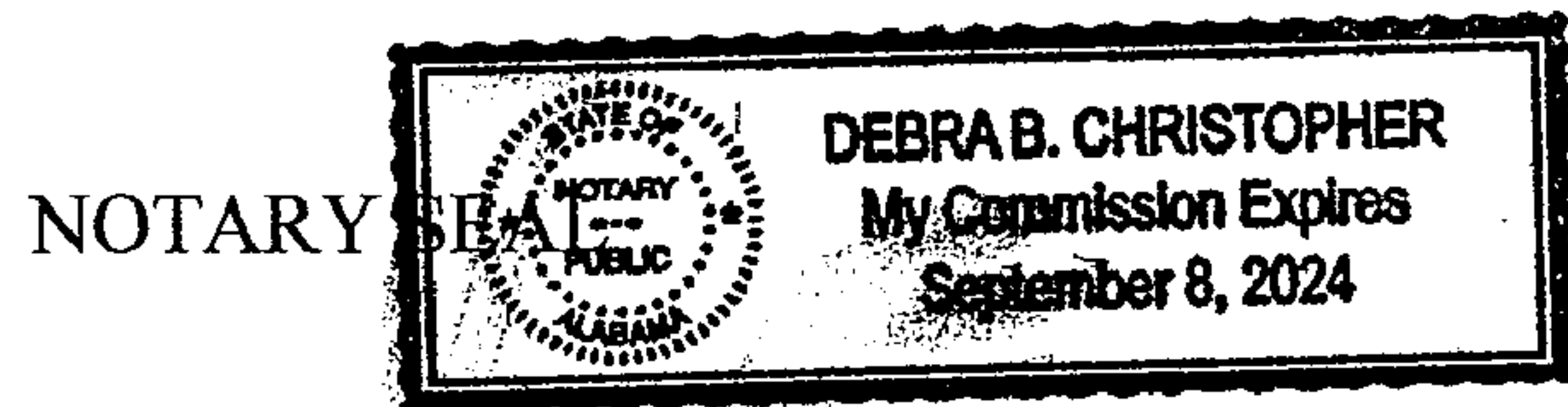


Debra B. Christopher
Notary Public
My commission expires: 9/8/2024

STATE OF ALABAMA)
 :
SHELBY COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Roy W. Gilbert III, whose name 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, has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal the 29th day of January, 2021.

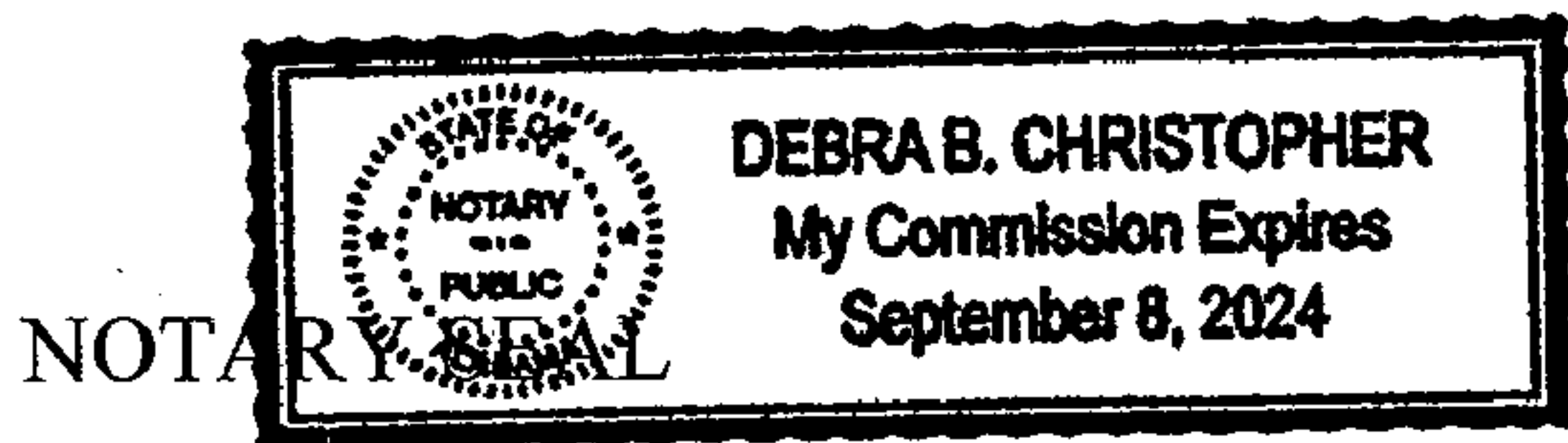


Debra B. Christopher
Notary Public
My commission expires: 9/8/2024

STATE OF ALABAMA)
 :
SHELBY COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Sharon Gilbert, whose name 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, has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal the 27th day of January, 2021.

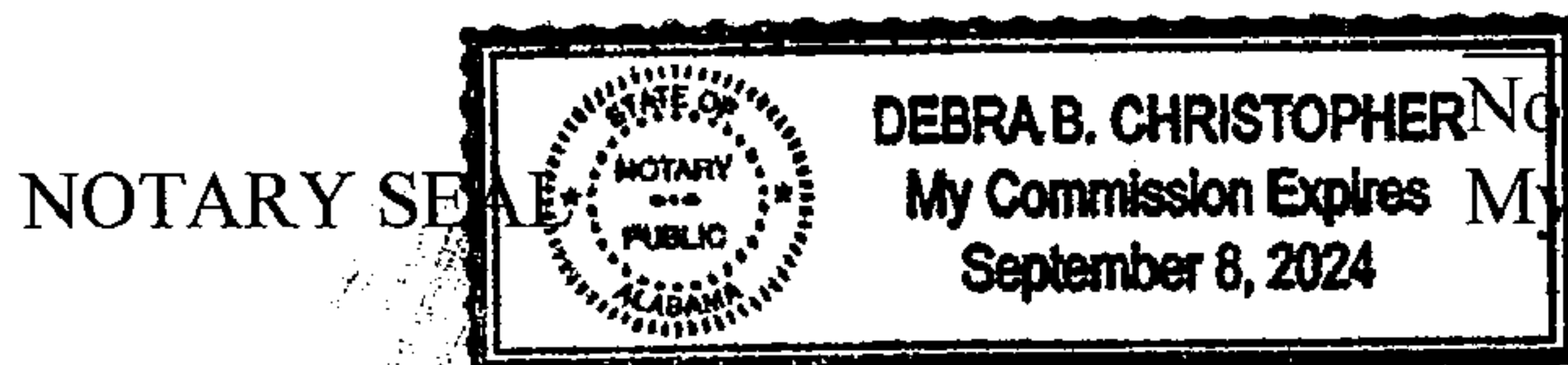


Debra B. Christopher
Notary Public
My commission expires: 9/8/2024

STATE OF ALABAMA)
 :
SHELBY COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Jonathan L. Wright, whose name 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, has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal the 28th day of January, 2021.



Debra B. Christopher
Notary Public
My commission expires: 9/8/2024

STATE OF ALABAMA)

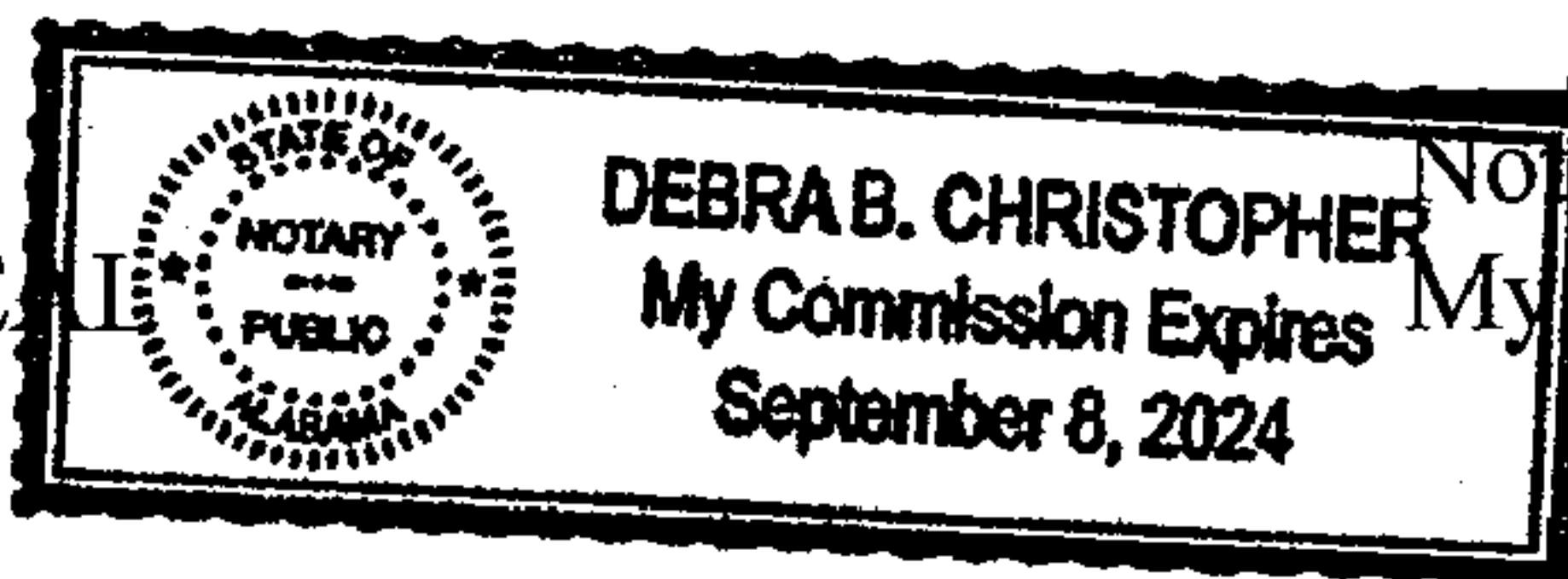
:

SHELBY COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Leigh Ann Gilbert Higdon, whose name 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, has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal the 29th day of January, 2021.

NOTARY SEAL



Debra B. Christopher
Notary Public
My commission expires: 9/8/2024



Carl Daniel Moore 12-2-2020
 Carl Daniel Moore, Reg. L.S. #12159 Date of Signature

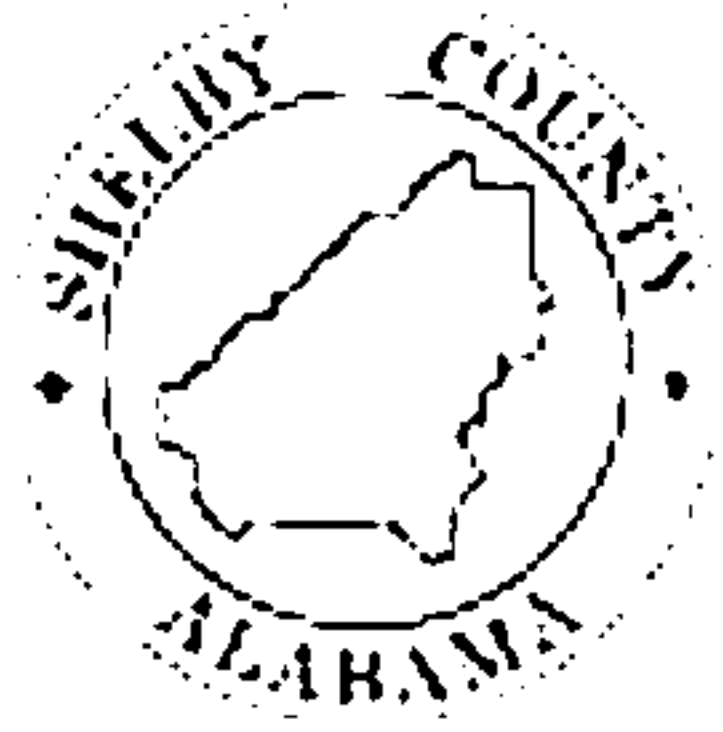
Order No. 332463

A 20 foot Easement for ingress and egress from point A to point B within Roy Gilbert III land situated in the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 21, Township 18 South, Range 1 West, Shelby County, Alabama, lying 10 either side of a centerline being more particularly described as follows:

Commence at the Southeast corner of said SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 21, run North 01 degrees, 31 minutes, 32 seconds East along an assumed bearing and also along the east line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for a distance of 97.91 feet to an iron pin found; thence run North 77 degrees 45 minutes 35 seconds West for a distance of 104.02 feet to an iron pin found; thence run North 39 degrees 37 minutes 23 seconds West for a distance of 121.41 feet to a PK nail found; thence run North 39 degrees 37 minutes 24 seconds West for a distance of 187.20 feet to an iron pin found; thence run North 38 degrees 34 minutes 14 seconds West for a distance of 365.38 feet to an iron pin found; thence run North 18 degrees 53 minutes 55 seconds West for a distance of 187.01 feet to an iron pin found on to the Southwest Right-of-Way line of Legacy Drive in Greystone Legacy 1st Sector as recorded in Map Book 26 on Page 79A in the Office of the Judge of Probate, Shelby County, Alabama, also being on a curve to the right having a central angle of 22 degrees 23 minutes 08 seconds, a radius of 408.30, and a chord bearing of North 58 degrees 07 minutes 41 seconds West; thence run in a Northwesterly direction along the arc of said curve for a distance of 159.52 feet to a point; thence run South 43° 03' 53" West for a distance of 20.00 feet to a point on a curve to the right having a central angle of 08 degrees 52 minutes 29 seconds, a radius of 428.30, and a chord bearing of North 42 degrees 29 minutes 52 seconds West; thence run in a Northwesterly direction along the arc of said curve for a distance of 66.34 feet to a point on a compound curve to the right having a central angle of 02 degrees 41 minutes 34 seconds, a radius of 428.30, and a chord bearing of North 36 degrees 42 minutes 51 seconds West; thence run in a Northwesterly direction along the arc of said curve for a distance of 20.13 feet to the Point of Beginning (point "A") of the center line of said easement; thence run South 47 degrees 22 minutes 28 seconds West along said centerline for a distance of 24.23 feet to a point on a curve to the left having a central angle of 59 degrees 47 minutes 45 seconds, a radius of 106.88 feet, and a chord bearing of South 13 degrees 42 minutes 28 seconds West; thence run in a Southwesterly direction along said centerline and also along the arc of said curve for a distance of 111.54 feet to a point; thence run South 24 degrees 22 minutes 40 seconds East along said centerline for a distance of 128.60 feet to a point; thence run South 03 degrees 53 minutes 19 seconds East along said center line for a distance of 72.71 feet to a point; thence run South 02 degrees 28 minutes 18 seconds West along said center line for a distance of 72.79 feet to a point; thence run South 06 degrees 41 minutes 49 seconds West along said center line for a distance of 179.39 feet to a point; thence run South 03 degrees 23 minutes 01 seconds East along said center line for a distance of 102.62 feet to the Point; thence run South 53 degrees 36 minutes 54 seconds East along said center line for a distance of 37.75 feet to the Point of Ending (point "B") of said easement being 729.63 feet total.

A 20 foot Easement for ingress and egress from point B to point C within Jonathan L. Wright's land situated in the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 21 and the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 28, in Township 18 South, Range 1 West, Shelby County, Alabama, lying 10 either side of a centerline being more particularly described as follows:

Commence at the Southeast corner of said SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 21, run North 01 degrees, 31 minutes, 32 seconds East along an assumed bearing and also along the east line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for a distance of 97.91 feet to an iron pin found; thence run North 77 degrees 45



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 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
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minutes 35 seconds West for a distance of 104.02 feet to an iron pin found; thence run North 39 degrees 37 minutes 23 seconds West for a distance of 121.41 feet to a PK nail found; thence run North 39 degrees 37 minutes 24 seconds West for a distance of 187.20 feet to an iron pin found; thence run North 38 degrees 34 minutes 14 seconds West for a distance of 365.38 feet to an iron pin found; thence run North 18 degrees 53 minutes 55 seconds West for a distance of 187.01 feet to an iron pin found on to the Southwest Right-of-Way line of Legacy Drive in Greystone Legacy 1st Sector as recorded in Map Book 26 on Page 79A in the Office of the Judge of Probate, Shelby County, Alabama, also being on a curve to the right having a central angle of 22 degrees 23 minutes 08 seconds, a radius of 408.30, and a chord bearing of North 58 degrees 07 minutes 41 seconds West; thence run in a Northwesterly direction along the arc of said curve for a distance of 159.52 feet to a point; thence run South 43° 03' 53" West for a distance of 20.00 feet to a point on a curve to the right having a central angle of 08 degrees 52 minutes 29 seconds, a radius of 428.30, and a chord bearing of North 42 degrees 29 minutes 52 seconds West; thence run in a Northwesterly direction along the arc of said curve for a distance of 66.34 feet to a point on a compound curve to the right having a central angle of 02 degrees 41 minutes 34 seconds, a radius of 428.30, and a chord bearing of North 36 degrees 42 minutes 51 seconds West; thence run in a Northwesterly direction along the arc of said curve for a distance of 20.13 feet to point "A" of the center line of an easement; thence run South 47 degrees 22 minutes 28 seconds West along said centerline for a distance of 24.23 feet to a point on a curve to the left having a central angle of 59 degrees 47 minutes 45 seconds, a radius of 106.88 feet, and a chord bearing of South 13 degrees 42 minutes 28 seconds West; thence run in a Southwesterly direction along said centerline and also along the arc of said curve for a distance of 111.54 feet to a point; thence run South 24 degrees 22 minutes 40 seconds East along said centerline for a distance of 128.60 feet to a point; thence run South 03 degrees 53 minutes 19 seconds East along said center line for a distance of 72.71 feet to a point; thence run South 02 degrees 28 minutes 18 seconds West along said center line for a distance of 72.79 feet to a point; thence run South 06 degrees 41 minutes 49 seconds West along said center line for a distance of 179.39 feet to a point; thence run South 03 degrees 23 minutes 01 seconds East along said center line for a distance of 102.62 feet to the Point; thence run South 53 degrees 36 minutes 54 seconds East along said center line for a distance of 37.75 feet to the the Point of Beginning (point "B") of the center line of said easement within Jonathan L. Wright's land; thence continue South 53 degrees 36 minutes 54 seconds East along said center line for a distance of 11.04 feet to a point; thence run South 58 degrees 11 minutes 07 seconds East along said centerline for a distance of 111.73 feet to a point; thence run South 49 degrees 30 minutes 54 seconds East along said centerline for a distance of 108.81 feet to a point on a curve to the Right having a central angle of 76 degrees 13 minutes 00 seconds, a radius of 78.30 feet, and a chord bearing of South 11 degrees 24 minutes 24 seconds East; thence run in a Southeasterly direction along said centerline and also along the arc of said curve for a distance of 104.16 feet to a point; thence run South 26 degrees 42 minutes 06 seconds West along said centerline for a distance of 49.71 feet to a point; thence run South 33 degrees 43 minutes 46 seconds West along said centerline for a distance of 148.59 feet to a point where the easement changes to 6 feet either side of said center line; thence run South 41 degrees 59 minutes 54 seconds West along said centerline for a distance of 41.18 feet to a point; thence run South 48 degrees 31 minutes 51 seconds West along said centerline for a distance of 67.32 feet to a point; thence run South 54 degrees 15 minutes 31 seconds West along said centerline for a distance of 44.26 feet to a point; the Point of Ending (point "C") of said easement being 686.80 feet total.