

THIS INSTRUMENT WAS PREPARED BY:
RICE, RICE & YATES, P.C.
ATTORNEYS AT LAW
LINEVILLE, ALABAMA 36266

STATE OF ALABAMA
RANDOLPH COUNTY

**RECIPROCAL ACCESS EASEMENT AGREEMENT
RANDOLPH COUNTY, ALABAMA**

This Reciprocal Access Easement Agreement (this "Agreement") is made and effective as of the 10th day of October, 2020, by **RONALD CURTIS BARFIELD LIVING TRUST** dated April 11, 2013 a/k/a **REVOCABLE LIVING TRUST OF RONALD CURTIS BARFIELD ("BARFIELD")** and **REDD BROOKE TREE FARM, L.P. ("REDD")**. **BARFIELD** and **REDD**, and their respective successors and assigns are sometimes individually referred to herein as a "Owner" and sometimes collectively referred to herein as the "Owners."

RECITALS:

- A. **RONALD CURTIS BARFIELD LIVING TRUST** dated April 11, 2013 is the owner of certain real property located in Randolph County, Alabama, which is described in Exhibit A attached hereto.
- B. **REDD BROOKE TREE FARM, L.P.** is the owner of certain real property located in Randolph County, Alabama, which is described in Exhibit B attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **REDD EASEMENTS TO BARFIELD.** **REDD** hereby grants to **BARFIELD** two separate perpetual, nonexclusive, appurtenant easements across the Properties described in the attached Exhibit B and depicted on the attached map marked Exhibit 1, subject to all matters of public record, for the purposes described in this Agreement over, across and through all roads, roadways, drives, thoroughfares and rights-of-way now existing on the Property between the Property and the public road or to another portion of the Property. The Easement shall run with the land, shall burden the Property, and shall be for the benefit of and appurtenant the Property, including any division or partition thereof.

2. **BARFIELD EASEMENT TO REDD.** BARFIELD hereby grants to REDD perpetual, nonexclusive, appurtenant easements across the Property described in the attached Exhibit A and depicted on the attached map marked Exhibit 1, subject to all matters of public record, for the purposes described in this Agreement over, across and through all roads, roadways, drives, thoroughfares and rights-of-way now existing on the Property between the Property and the public road or to another portion of the Property. The Easement shall run with the land, shall burden the Property, and shall be for the benefit of and appurtenant the Property, including any division or partition thereof.

The easement areas under the REDD Easement and the BARFIELD Easement are herein sometimes referred to collectively as the "Easement Areas."

3. **Purpose.** The Easement Areas shall only be used for: (a) ingress and egress to and from the Owners' respective properties for any and all lawful purposes provided, in all cases, each of the Owners when crossing another Owner's property shall only use the Easement Areas that are the most direct and commercially reasonable routes (i) between its respective property and a public road or (ii) to another portion of such Owner's property which is otherwise inaccessible.

4. **Assumption of Risks.** Each Owner assumes all risks of personal injury or property damage to itself and its permittees in connection with such Owner's or its permittees' activities on another Owner's property.

IN WITNESS WHEREOF, this Reciprocal Access Agreement has been executed as of the date and year first above written.

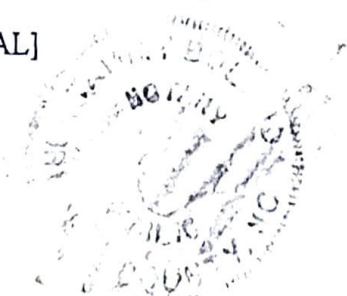
Ronald Curtis Barfield, Trustee
RONALD CURTIS BARFIELD, as Trustee
RONALD CURTIS BARFIELD LIVING TRUST

STATE OF ALABAMA
CLAY COUNTY

I, Tammy Beland, a notary public, in and for said County in said State, do hereby certify that RONALD CURTIS BARFIELD, as Trustee of the RONALD CURTIS BARFIELD LIVING TRUST, whose names are signed to the foregoing easement, and who are known to me, acknowledge before me on this day that, being informed of the contents of said easement, executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal this the 8TH day of October, 2020.

[SEAL]



Tammy Beland
NOTARY PUBLIC
My notary expires 06/21/2023

COPY

Ellen W. Sims

REDD BROOKTREE FARM, L.P.

By:

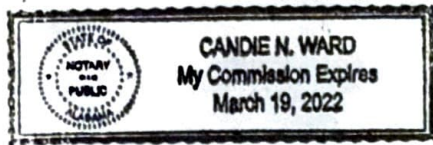
Its:

STATE OF Alabama
Randolph COUNTY

I, Candie N Ward, a notary public, in and for said County in said State, do hereby certify that Ellen W Sims, as manager of **REDD BROOKTREE FARM, L.P.**, whose name is signed to the foregoing conveyance, and who is known to me, acknowledge before me on this day that, being informed of the contents of said conveyance and with full authority to do so, executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal this the 06 day of October, 2020.

[SEAL]



Candie N Ward
NOTARY PUBLIC

EXHIBIT "A"

Parcel I: The S 1/2 of the NW 1/4 of the SW 1/4 of Section 34, Township 21, Range 11, Randolph County, Alabama.

Parcel II: The N 1/2 of the NW 1/4 of the SW 1/4 of Section 34, Township 21, Range 11, Randolph County, Alabama.

Parcel III: The S 1/2 of NW 1/4 of Section 34, Township 21 South, Range 11 East, Randolph County, Alabama.

EXHIBIT "B"

All land lying West of Caldwell Road of the following legal description:

The SE 1/4 of Section 34, Township 21 South, Range 11 East, Randolph County, Alabama.

Also, the East 1/2 of the SW 1/4 and the SW 1/4 of the SW 1/4 of Section 34, Township 21 South, Range 11 East, Randolph County, Alabama.

And Also, the SE 1/4 of the NE 1/4 of Section 34, Township 21 South, Range 11 East, Randolph County, Alabama.

Less and Except: About two acres for school deeded to the State of Alabama and one-half acres, more or less, deeded to the Masonic Lodge. Also, three acres deeded to the church; situated and lying in Section 34, Township 21 South, Range 11 East, Randolph County, Alabama.

Viewer Map

COPY

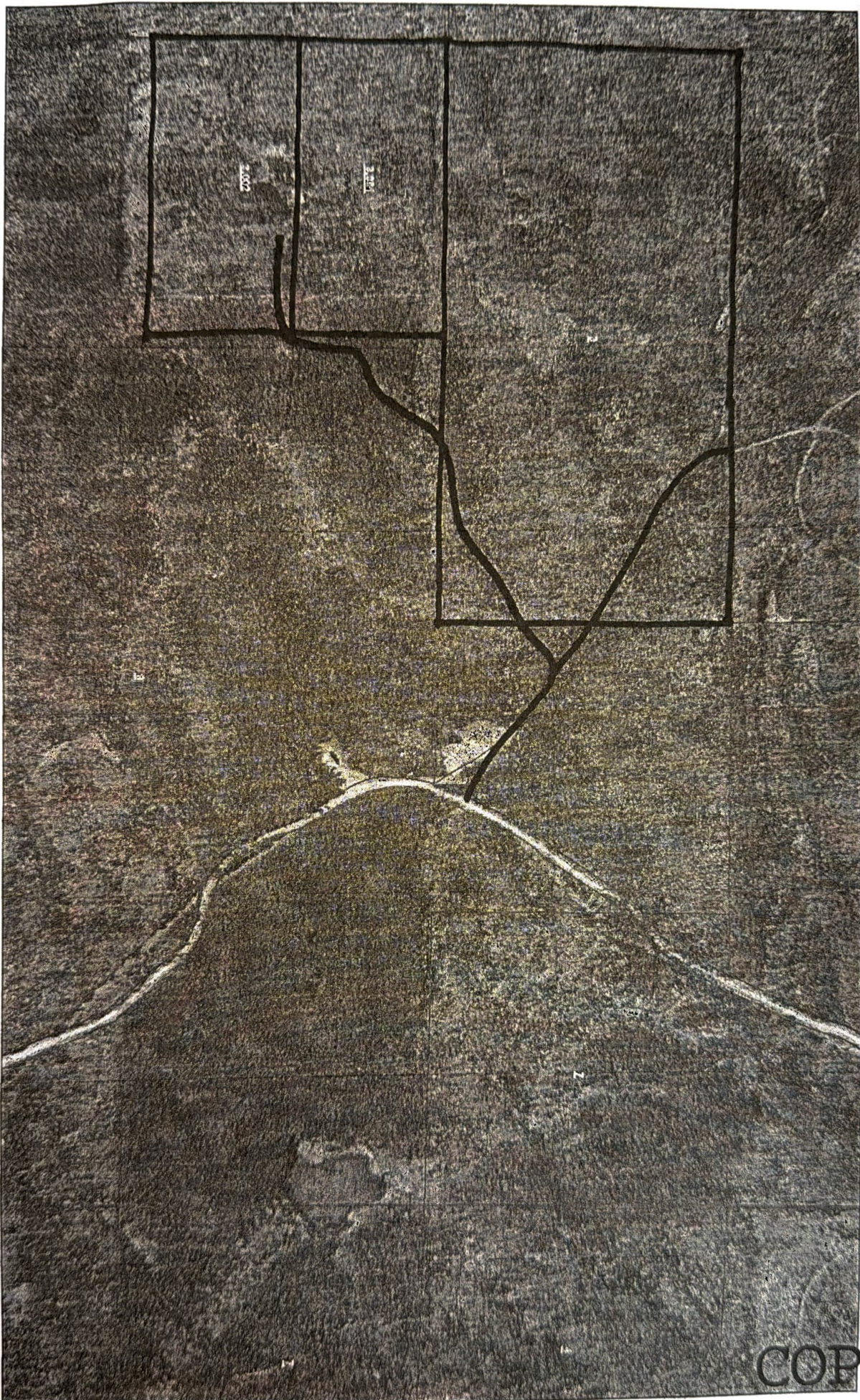
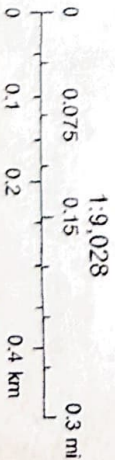


Exhibit "1"

October 6, 2020

- polygonLayer
- Override 1
- graphicsLayer1
- Corporate Line
- Buildings
- County Boundary



Sources: Esri, HERE, Garmin, USGS, Imagery, Mapbox, NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),