

RECIPROCAL STORM WATER DRAINAGE AGREEMENT

THIS RECIPROCAL STORM WATER DRAINAGE EASEMENT AGREEMENT (the "Agreement") is made this _____ day of _____, 2013 by and between Dewey H Brazelton & Wife, Cheryl K. Brazelton (hereinafter referred to as "A"), and Millstream Apartments, Inc. (hereinafter referred to as "B").

WITNESSETH:

WHEREAS, A is the owner of that certain tract or parcel of land lying and being in Baldwin County, Alabama, being more particularly described on Exhibit "A" attached hereto and made part hereof by this reference (hereinafter referred to as the "A Tract"; and

WHEREAS, B is the owner of that certain tract or parcel of land contiguous to the A Tract and lying and being in Baldwin County, Alabama, and being more particularly described on Exhibit "B" attached hereto and made a part of hereof by this reference (hereinafter referred to as the "B Tract"; the A Tract and the B Tract each being herein sometimes referred to individually as "Tract" and collectively as the "Tracts"); and

WHEREAS, A and B desire to establish a storm water drainage easement benefiting and burdening Tracts, as hereinafter provided.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), the premises, the mutual benefits to be derived by the provisions of this Agreement, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties hereto, A and B do hereby covenant and agree as follows:

1. Benefited Parties/Binding Effect. The easement and obligations established in this Agreement shall run with the land and be for the benefit of the Tracts and shall run with the land and be binding upon the Tracts.

2. Easements. A hereby grants and conveys to B, for the benefit of and as an appurtenance to the B Tract, a non-exclusive, perpetual easement over, upon, across and through that portion of the easement area identified in Exhibit "C" attached hereto (the "Easement Area") and located on the A Tract for purposes of storm water drainage, together with right of maintaining and repairing that portion of the Easement Area located on the A Tract. B hereby grants and conveys to A, for the benefit of and as an appurtenance to the A Tract, a nonexclusive, perpetual easement over, upon, across and through that portion of the Easement Area located on the B Tract for the purposes of storm water

drainage, with the right, of maintain and repairing that portion of the Easement Area located on the B Tract. In no even shall the Easement Area be altered or changed in any manner without the written consent of the parties hereto.

Each of A and B hereby covenants and agrees to keep and maintain in good order, condition and state of repair, at its sole expense, those portions of the Easement Area located on its respective Tract, including mowing and cleaning. In the event A or B fails to maintain said easement on its Tract, then the non-defaulting owner shall have the right to perform such maintenance upon ten (10) days advance written notice on behalf of the defaulting owner and the defaulting owner shall reimburse the non-defaulting owner within ten (10 days) of receipt of invoice for same. All rights granted in this Section 2 shall also be deemed granted to each Tract owners' successors, assigns and tenants/lessees.

A and B do further agree that no party hereto shall at any time fill in, erect, construct, or cause to be erected or constructed, any fence, wall, or other barrier between A Tract and B Tract or in any manner interfere with or restrict the full and complete use and enjoyment by any party of the easements granted herein. This agreement does not dedicate the easements created herein to the general public, nor does this Agreement restrict the full and complete use and enjoyment by any party of the easements granted herein. It is the intent of this Agreement to grant reciprocal easements over the Easement Area without limiting the right of A and of B to alter, demolish, redevelop or, subject to the provisions of this Section 2, improve the remainder of each Tract unless expressly stated herein to the contrary.

IN WITNESS WHEREOF, A and B have set their hands and seals as of the day, month and year first above written.

A:

Dewey H. Brazelton
Dewey Brazelton

Cheryl K. Brazelton
Cheryl K. Brazelton

B:

Millstream Apartments, Inc.

By:

Dewey H. Brazelton

Title: Owner

Attest:

President
(CORPORATE SEAL)

STATE OF ALABAMA)
 :
MADISON COUNTY)

I, the undersigned, a Notary Public in and for said County and in said state, hereby certify that, Dewey H. Brazelton and Cheryl K. Brazelton is signed to the foregoing (conveyance instrument), and who is known to me, acknowledged before me on this day that being informed of the contents of the (conveyance or instrument), together, and with full authority, executed the same voluntarily for and as the authorized acts of said entities on the day the same bears date.

Given under my hand and official seal this the 9th day of October, 2013

Sherry Kay Thompson
Notary Public
My Commission Expires: Jan 9, 2016

STATE OF ALABAMA)
 :
MADISON COUNTY)

I, the undersigned, a Notary Public in and for said County and in said state, hereby certify that, Dewey H. Brazelton, whose name as Owner of Millstream Apartments, Inc., an Alabama corporation in its capacity as Owner of Millstream Apartments, Inc., an Alabama corporation is signed to the foregoing (conveyance or instrument), and who is known to me, acknowledged before me on this day that being informed of the contents of the (conveyance or instrument) he, as such Manager, and with full authority, executed the same voluntarily for and as authorized acts of said entities on the day the same bears date.

Given under my hand and official seal this the 9th day of October, 2013

Sherry Kay Thompson
Notary Public
My Commission Expires: Jan 9, 2016

EXHIBIT "A"

LOT 1 & 2 OF TBG III, A RESUBDIVISION OF LOT 1 POSH PLAZA, SLIDE 2476-F

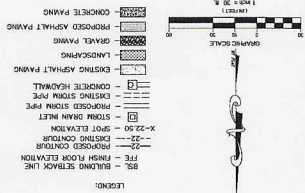
EXHIBIT "B"

LOT 2 POSH PLAZA, SLIDE# 2309-B

EXHIBIT "C"

STORM WATER DRAINAGE EASEMENT:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 9 SOUTH, RANGE 5 EAST, BALDWIN COUNTY, ALABAMA. THENCE RUN SOUTH 00°28'11" EAST, 50.00 FEET TO THE SOUTH RIGHT-OF-WAY OF STATE HIGHWAY 180 (CANAL ROAD, PRIOR TO OCTOBER 2007); THENCE ALONG SAID SOUTH RIGHT-OF-WAY RUN NORTH 89°46'15" EAST, 670.97 FEET TO THE NORTHWEST CORNER OF LOT 1, POSH PLAZA, AS RECORDED ON SLIDE 2309-B OF THE PROBATE RECORDS OF BALDWIN COUNTY, ALABAMA, ALSO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED STORMWATER DRAINAGE EASEMENT; THENCE CONTINUE ALONG SAID SOUTH RIGHT-OF-WAY NORTH 89°46'15" EAST, 10.00 FEET; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY RUN SOUTH 00°20'48" WEST, 546.60 FEET; THENCE RUN SOUTH 89°55'35" EAST, 346.70 FEET; THENCE RUN NORTH 01°41'57" WEST, 79.83 FEET TO A CURVE IN THE SOUTH LINE OF A PRIVATE INGRESS AND EGRESS EASEMENT; THENCE RUN ALONG SAID CURVE IN THE SOUTH LINE HAVING A RADIUS OF 50.0 FEET ON A CHORD BEARING OF NORTH 69°02'54" EAST, 10.59 FEET; THENCE LEAVING SAID CURVE AND EASEMENT RUN SOUTH 01°41'57" EAST, 83.63 FEET; THENCE RUN SOUTH 89°55'35" EAST, 284.89 FEET; THENCE RUN NORTH 00°14'58" WEST, 109.86 FEET; THENCE RUN NORTH 89°45'02" EAST, 25.00 FEET TO THE EAST LINE OF LOT 2 OF SAID POSH PLAZA PLAT, THENCE RUN SOUTH ALONG SAID EAST LINE SOUTH 00°14'58" EAST, 160.00 FEET; THENCE LEAVING SAID EAST LINE RUN NORTH 89°55'35" WEST, 667.07 FEET; THENCE RUN SOUTH 00°20'48" WEST, 20.00 FEET; THENCE RUN NORTH 89°55'35" WEST, 10.00 FEET; TO THE WEST LINE OF SAID LOT 1 OF POSH PLAZA PLAT, THENCE RUN NORTH 00°20'48" EAST, 616.55 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED STORMWATER DRAINAGE EASEMENT ALL LOCATED IN SECTION 5, TOWNSHIP 9 SOUTH, RANGE 5 EAST, BALDWIN COUNTY, ALABAMA.



STORMWATER NOTES:

4. NOTIFY ENGINEER OF ANY VARIATIONS IN SITE CONDITIONS.
5. CLEAN OUT INLET SLUAPS PRIOR TO TURNING PROJECT OVER TO OWNER.
6. PROTECT INLETS FROM SAND AND SILT.
7. CONSTRUCT RETENTION PRIOR TO PAVING OPERATIONS.
8. CALCULATIONS.

7. GRASS AND LANDSCAPE ACCORDING TO OWNERS REQUIREMENTS.

B. ALL STORM DRAIN PIPE SHALL BE CLASS 3 RCP, UNLESS OTHERWISE NOTED.

GRADING NOTES:

1. REMOVE ALL EXISTING STRUCTURES, FOUNDATIONS, FLOOR SLABS, PAVEMENT AND UTILITY LINES AS REQUIRED TO

2. STRIP ALL TOPSOIL AND OTHER DELETERIOUS MATERIAL AS REQUIRED TO ACCOMPLISH EARTHWORK AS INDICATED ON CONSTRUCT PROJECT.

THE PLANS, STOCKPILE STRIPPING IN AREA(S) DESIGNATED BY THE OWNER FOR REUSE IN LANDSCAPED AREAS.

3. AFTER TOPSOIL REMOVAL AND DEMOLITION ARE COMPLETE, CONTRACTOR IS TO PROOF ROLL THE EXPOSED SUBGRADE TO DETECT ANY LOOSE, SOFT OR EXCESSIVELY WET AREAS.

ANY YIELDING OR UNSUITABLE MATERIAL SHALL BE UNDERCUT AND REPLACED WITH SUITABLE FILL AND COMPACTED TO 98% MINIMUM PROCTOR DENSITY.

4. FILL MATERIAL SHALL MEET THE REQUIREMENTS OF A.D.O.T. SPECIFICATIONS.

5. PROVIDE ENGINEER WITH TEST RESULTS OF ALL PROPOSED MATERIALS FOR APPROVAL PRIOR TO BEGINNING FILL AND PAVING OPERATIONS.

BSL - BUILDING SETBACK LINE
FFE - FINISH FLOOR ELEVATION

—22— PROPOSED CONTOUR
—22— EXISTING CONTOUR
X-22.50 - SPOT ELEVATION

STORM DRAIN INLET - -
PROPOSED STORM PIPE - -
EXISTING STORM PIPE -  -
CONCRETE HEADWALL - -

LANDSCAPING
EXISTING ASPHALT PAVING

(IN FEET)
1 inch = 30 ft.

CONCRETE PAVING

SECTION 5, TOWNSHIP 5 SOUTH, RANGE 5 EAST
BALDWIN COUNTY, ALABAMA

THE POSH PLAZA WAREHOUSE
2575 CANAL ROAD
ORANGE BEACH, AL 36561

GRADING & DRAINAGE
PLAN

13372

C-2.00

10/09/2013
10/09/2013
10/09/2013

