

AGREEMENT OF NON-EXCLUSIVE EASEMENT  
FOR INGRESS AND EGRESS

THIS AGREEMENT, made and entered into this 21<sup>st</sup> day of April, 1982, by and between SEA BREEZE, INC., an Alabama corporation, party of the first part, and SEA BREEZE CONDOMINIUM ASSOCIATION, INC., a non-profit corporation organized under the ~~Alabama Non-Profit Corporation Act~~ and the Alabama Condominium Ownership Act, party of the second part,

W I T N E S S E T H:

WHEREAS, the party of the first part owns and has title to that real estate and real property located in the County of Baldwin, State of Alabama, more particularly described as follows, to wit:

A strip of land five (5) feet wide having as its westernmost boundary the west line of Lot 34, Block 3, Unit 2, Gulf Shores, according to the map or plat thereof recorded in Map Book 1, page 166, in the records in the Office of the Judge of Probate of Baldwin County, Alabama, said strip of land running the full length of the said Lot 34 thereof.

AND, WHEREAS, the party of the second part desires a non-exclusive easement for ingress, egress and access to the Gulf of Mexico.

NOW THEREFORE, in consideration of ONE AND NO/100 (\$1.00) DOLLAR and other valuable consideration, the receipt of which is hereby acknowledged, the party of the first part does hereby GRANT, ASSIGN and SET over unto the party of the second part a non-exclusive easement for ingress and egress unto the party of the second part. The party of the first part shall fully use and enjoy the aforesaid premises, except

REEL 111 PAGE 1209

as for the rights herein granted; and the party of the second part hereby agrees to hold and save the said party of the first part harmless from any and all damage arising from its use of the right, easement and right of way herein granted and agrees to pay any damage or damages which may arise to the property, premises or rights of the party of the first part through the second party's use, occupation, and possession of the rights herein granted.

It is distinctly agreed and understood that the easement thus granted is not an exclusive easement, but is subject to the equal right of the party of the first part herein of ingress and egress over and upon the same portion of said easement, which right is expressly reserved. The purpose and intention of the easement hereby granted is that henceforth the parties hereto, their respective successors and assigns shall have equal rights of ingress and egress over and upon all that portion of said easement and that neither shall have the right of ingress and egress to the exclusion of the other.

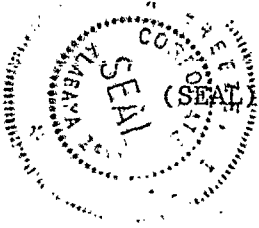
It is further agreed that neither party shall place any obstructions, gates, fences, or barriers of any description whatsoever nor buildings, houses, nor structures of any description on said heretofore described property.

The party of the first part hereby agrees to have and to hold this said easement, right and right of way unto the party of the second part, its successor and assigns, forever, under the specific conditions, restrictions and considerations heretofore described.

All provisions hereof shall inure to the benefit of and bind the parties and their respective successors, vendees and assigns.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals this the 21<sup>st</sup> day of April, 1982.

REN 111 PAGE 1210



SEA BREEZE, INC.

STATE OF ALABAMA,  
BALDWIN COUNTY

I certify that this instrument was filed  
and the following tax collected on

APR 22 1982 <sup>11:40A</sup> M

Min. Tax \$ 50 Mort. \$      Index \$       
Deed \$      Recorded in       
Book 44 Shirley Deline  
Page 109 Judge of Probate  
By 1211

By John E. Hodges  
As its President

SEA BREEZE CONDOMINIUM  
ASSOCIATION, INC., a non-profit  
corporation organized under the  
Alabama Non-Profit Corporation  
Act and the Alabama Condominium  
Ownership Act

(SEAL)

By John E. Hodges  
As its President

STATE OF ALABAMA  
COUNTY OF MOBILE

I, the undersigned Notary Public in and for said County  
and State hereby certify that John E. Hodges, whose  
name as President of SEA BREEZE, INC., is signed to  
the foregoing instrument and who is known to me acknowledged  
before me on this date that being informed of the contents of  
said instrument he as such officer and with full authority  
executed the same voluntarily for and as the act of said  
Corporation.

Given under my hand and official seal this 22nd day of  
April, 1982.

Shirley Deline  
NOTARY PUBLIC  
My commissions expire 24 Commission Expires February 19, 1983

STATE OF ALABAMA  
COUNTY OF MOBILE

I, the undersigned Notary Public in and for said County  
and State hereby certify that John E. Hodges, whose  
name as President of SEA BREEZE CONDOMINIUM  
ASSOCIATION INC., a non-profit corporation organized under  
the Alabama Non-Profit Corporation Act and the Alabama  
Condominium Ownership Act is signed to the foregoing  
instrument and who is known to me acknowledged before me on  
this date that being informed of the contents of said  
instrument he as such officer and with full authority  
executed the same voluntarily for and as the act of said  
Corporation.

Given under my hand and official seal this 22nd day of  
April, 1982.

Shirley Deline  
NOTARY PUBLIC  
My commissions expire 24 Commission Expires February 19, 1983

REAL 111 PAGE 1211