

STATE OF ALABAMA)

COUNTY OF SHELBY)

Inst # 1998-36462

09/17/1998-36462

12:58 PM CERTIFIED

EASEMENT AGREEMENT
SHELBY COUNTY ALABAMA PROBATE

THIS EASEMENT AGREEMENT (this "Agreement") is made and entered into as of the 15th day of September, 1998 by and between CHARLES S. GIVIANPOUR, AS TRUSTEE OF THE CSG CONSTRUCTION COMPANY, INC., PROFIT SHARING TRUST ("Grantor"), and MORNINGSTAR UNITED METHODIST CHURCH, INC. ("Grantee").

RECITALS:

Contemporaneously herewith, Grantor has sold, transferred and conveyed to Grantee that certain real property (the "Grantee's Property") situated in Shelby County, Alabama which is more particularly described in Exhibit A attached hereto and incorporated herein by reference.

Grantor is the owner of that certain real property (the "Remaining Property") situated in Shelby County, Alabama which is more particularly described in Exhibit B attached hereto and incorporated herein by reference.

Grantor desires to grant to Grantee a permanent, perpetual and non-exclusive easement over and across certain portions of the Remaining Property for the construction thereon of a roadway by Grantee.

Grantor also desires to establish a permanent, non-exclusive easement over and across the Remaining Property in order to provide access to and from Shelby County, Alabama Highway 11 and that certain real property situated directly to the south of the Remaining Property (the "Southerly Contiguous Property") in order to provide the access easement reserved in that certain Warranty Deed dated August 22, 1994 from Kimberly-Clark Corporation in favor of Cycam Development Co., Inc. and recorded as Instrument No. 1994-36503 in the Office of the Judge of Probate of Shelby County, Alabama (the "Deed Reservation").

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

1. Grant of Access Easement.

(a) Subject to the terms and provisions of Paragraph 1(c) below, Grantor does hereby grant to Grantee and its successors and assigns, forever, a permanent, perpetual and non-exclusive easement over, across, through and upon that portion of the Remaining Property which is more particularly described in Exhibit C attached hereto and incorporated herein by reference the ("Access Easement Parcel") for the purposes of providing vehicular and pedestrian access to and from the Grantee's Property and the Remaining Property and the installation and maintenance of

underground utility lines, pipes and conduit thereunder to serve the Grantee's Property and the Remaining Property.

(b) Subject to the satisfaction of the Road Construction Conditions, as defined below, Grantee shall commence, on or before September 15, 1999:

(i) Construction of a paved road on the Access Easement Property (the "Road") over and across that portion of the Access Easement Parcel which runs from the southerly right of way line of Highway 11 to the point where the southwest corner of the western panhandle of the Property intersects the Access Easement Parcel (as shown on Exhibit C); and

(ii) Construction and installation, within the right-of-way of the Road, of all necessary underground utilities (including, without limitation, electricity, gas, telephone, water, sanitary sewer (if available), cable television and storm sewers and drains) to serve the Property and the Remaining Property (collectively, the "Utilities"), which Utilities will be constructed and installed from the southerly right of way line of Highway 11 to the point where the southwest corner of the western panhandle of the Property intersects the Access Easement Parcel (as shown on Exhibit C), which point constitutes the end of the Road to be constructed as provided above in Paragraph 1(b)(i).

The Road will be constructed in accordance with minimum Shelby County standards and regulations for residential subdivision streets and have a minimum width of 27 feet. The Utilities will all be underground and will be constructed in accordance with all rules, regulations and requirements of the applicable utility companies or providers providing any utility service to the Property and the Remaining Property. As used herein, the term "Road Construction Conditions" shall mean (1) Grantor and Grantee agreeing upon a contractor, a budget and bids for the construction and installation of the Road and the Utilities as aforesaid and (2) following approval (or deemed approval of such contractor, budget and bids through the arbitration process described below), Grantor and Grantee have deposited into an escrow account with Highland Bank as escrow agent (the form of any such escrow agreement to be mutually approved by Grantor and Grantee) their respective halves of the budgeted costs related to construction and installation of the Road and the Utilities as aforesaid. If Grantee and Grantor have not agreed upon a contractor, budget and bid for the construction of the Road and the Utilities by August 15, 1999, Grantor and Grantee shall submit the same to an arbitrator chosen by them for resolution of the selection of the contractor, budget and bids for such Road and Utilities in a binding arbitration. Grantor and Grantee shall share equally in all out-of-pocket costs of constructing and installing the Road and Utilities (including obtaining all necessary permits required to be obtained from Shelby County for curb cuts and constructing any acceleration/de-acceleration lanes for the Road) with each paying one-half of each advance for expenses relating to construction and installation of the Road and the Utilities, with such amounts being disbursed by the escrow agent from the funds escrowed by Grantor and Grantee pursuant to this paragraph. After such escrowed funds are depleted, each of Grantor and Grantee shall pay their respective portions of each advance directly to the contractor. Except for the final 1" seal coat of

pavement for the Road, the Road and Utilities shall be completed within 90 days of the commencement of construction.

(c) Grantee acknowledges and agrees that the Roadway will, upon completion of construction, become a public roadway and Grantee covenants and agrees to promptly, at no cost or expense of Grantor, execute and deliver any and all documents, instruments and agreements, including subdivision plats, which may be reasonably required by Grantor in order to dedicate the Roadway as a public roadway.

2. **Establishment of Access Easement to Southerly Contiguous Property.** Subject to the remaining terms and provisions of this Paragraph 2, Grantor does hereby establish a permanent, perpetual and non-exclusive easement over, across, through and upon that portion of the Remaining Property (the "Additional Easement Property") which is more particularly shown on Exhibit D attached hereto and incorporated herein by reference, for the purpose of providing access to and from Shelby County, Alabama Highway 11 and the Southerly Contiguous Property, as required by the Deed Reservation; provided, however, that:

(a) Neither Grantor, Grantee nor any of their respective successors or assigns shall be under any obligation to improve any portion of the Additional Easement Property (except to the extent Grantee is obligated to construct the Roadway on the Access Easement Parcel);

(b) Grantor and its successors and assigns may, from time to time and at any time, without any further consent or approval of Grantee, the owners of the Southerly Contiguous Property or any of their respective successors and assigns, unilaterally amend Exhibit D to this Agreement in order to either (i) change the location of the Additional Easement Property so long as the Additional Easement Property (1) continues to abut the Access Easement Property and provides reasonable access, ingress and egress to the Southerly Contiguous Property over and across the Access Easement Property to and from Shelby County, Alabama Highway 11 and (2) adjoins the Southerly Contiguous Property of a point along the southern boundary of the Remaining Property or (ii) more properly set forth the legal description of the Additional Easement Property. Any such amendment to Exhibit D to this Agreement shall be executed solely by Grantor or any of its successors and assigns and recorded in the Office of the July of Probate of Shelby County, Alabama (the "Probate Office"); and

(c) The foregoing described easement over and upon the Additional Easement Property may be permanently abandoned and vacated to the extent approved in writing by Grantor and the owner of that portion of the Southerly Contiguous Property which abuts the Remaining Property, which abandonment and vacation shall be evidenced by a written agreement executed solely by Grantor and the owner of that portion of the Southerly Contiguous Property which abuts the Remaining Property and recorded in the Probate Office.

3. **Miscellaneous.** Subject to the rights reserved by Grantor pursuant to Paragraph 2(b) above, the easements granted pursuant to this Agreement are and shall be covenants running with the land which shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

C-S
CHARLES S. GIVIANPOUR, AS TRUSTEE
OF THE CSG CONSTRUCTION COMPANY,
INC., PROFIT SHARING TRUST

MORNINGSTAR UNITED METHODIST
CHURCH, INC.


By: [Signature]
Its: President & Trustee

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned, a notary public in and for said county in said state, hereby certify that Charles S. Givianpour, whose name as Trustee of THE CSG CONSTRUCTION COMPANY, INC. PROFIT SHARING TRUST, 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 said instrument, he, as such Trustee and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 15th day of September, 1998.



Notary Public

[NOTARIAL SEAL]

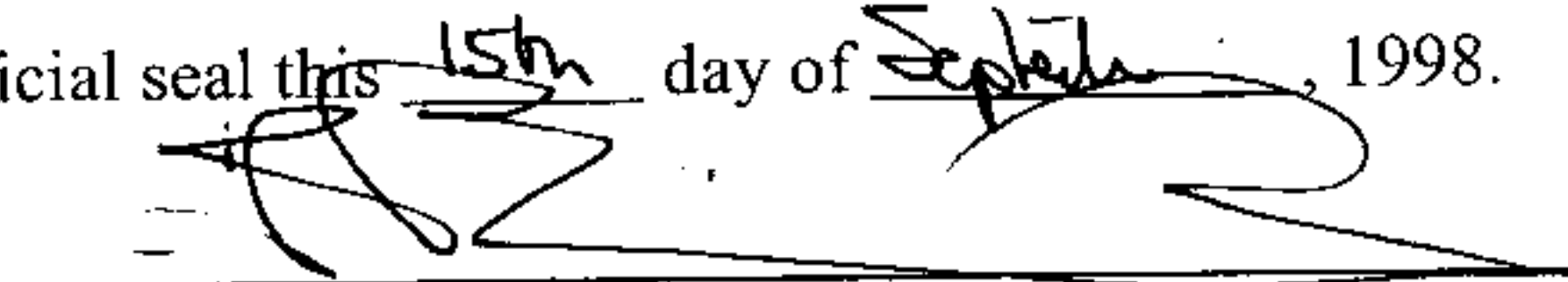
My commission expires: 9/8/2001

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned, a notary public in and for said county in said state, hereby certify that Sam Abston, II, whose name as President and Trustee of MORNINGSTAR UNITED METHODIST CHURCH, INC., a corporation, 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 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 15th day of September, 1998.



Notary Public

[NOTARIAL SEAL]

My commission expires: 9/8/2001

This instrument prepared by and upon recording should be returned to:

Stephen R. Monk, Esq.
Bradley Arant Rose & White LLP
2001 Park Place, Suite 1400
Birmingham, Alabama 35203
(205) 521-8429

EXHIBIT A

LEGAL DESCRIPTION OF GRANTEE'S PROPERTY

Part of the East $\frac{1}{2}$ of the NE $\frac{1}{4}$ and part of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ both in Section 31, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at the NE corner of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 31, run in a southerly direction along the east line of said section for a distance of 1318.97 feet to an existing iron rebar set by Laurence D. Weygand; then turn an angle to the right of 54 degrees 51 minutes 55 seconds and run in a southwesterly direction for a distance of 511.71 feet to an existing iron rebar; then turn an angle to the right of 117 degrees 44 minutes 18 seconds and run in a northerly direction for a distance of 852.21 feet to an existing iron rebar set by Laurence D. Weygand; then turn an angle to the left of 116 degrees 27 minutes 06 seconds and run in a southwesterly direction for a distance of 223.39 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 116 degrees 27 minutes 06 seconds and run in a northerly direction for a distance of 111.69 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 63 degrees 32 minutes 54 seconds and run in a northeasterly direction for a distance of 223.39 feet to an existing iron rebar set by Laurence D. Weygand and being on a curve, said curve being concave in a westerly direction and having a central angle of 17 degrees 30 minutes 31 seconds and a radius of 657.59 feet; thence turn an angle to the left (76 degrees 53 minutes 06 seconds to the chord of said curve) and run in a northerly and northwesterly direction along the arc of said curve for a distance of 200.95 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right (76 degrees 53 minutes 06 seconds from the chord of last mentioned curve) and run in a northeasterly direction for a distance of 666.36 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 56 degrees 09 minutes 07 seconds and run in a northerly direction for a distance of 361.22 feet, more or less, to an existing iron rebar set by Laurence D. Weygand being on the south right-of-way line of Shelby County Highway #11; thence turn an angle to the right of 56 degrees 09 minutes 07 seconds and run in a northeasterly direction along the south right-of-way line of said Shelby County Highway #11 for a distance of 72.24 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 123 degrees 50 minutes 53 seconds and run in a southerly direction along the east line of said Section 31 for a distance of 302.25 feet, more or less, to the point of beginning.

According to the survey of Laurence D. Weygand dated August 20, 1998.

EXHIBIT B

LEGAL DESCRIPTION OF REMAINING PROPERTY

All of that certain real property owned by Grantor situated in Township 19 South, Range 1 West, in Shelby County, Alabama, described as follows:

- (a) that part of the Southeast Quarter of the Northeast Quarter of Section 31, lying south of Shelby County Highway 11;
- (b) the Northeast Quarter of the Southeast Quarter of Section 31;
- (c) that part of the Northeast Quarter of the Northeast Quarter of Section 31, lying south of Shelby County Highway 11.

LESS AND EXCEPT, HOWEVER, THE FOLLOWING DESCRIBED REAL PROPERTY:

Part of the East $\frac{1}{2}$ of the NE $\frac{1}{4}$ and part of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ both in Section 31, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at the NE corner of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 31, run in a southerly direction along the east line of said section for a distance of 1318.97 feet to an existing iron rebar set by Laurence D. Weygand; then turn an angle to the right of 54 degrees 51 minutes 55 seconds and run in a southwesterly direction for a distance of 511.71 feet to an existing iron rebar; then turn an angle to the right of 117 degrees 44 minutes 18 seconds and run in a northerly direction for a distance of 852.21 feet to an existing iron rebar set by Laurence D. Weygand; then turn an angle to the left of 116 degrees 27 minutes 06 seconds and run in a southwesterly direction for a distance of 223.39 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 116 degrees 27 minutes 06 seconds and run in a northerly direction for a distance of 111.69 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 63 degrees 32 minutes 54 seconds and run in a northeasterly direction for a distance of 223.39 feet to an existing iron rebar set by Laurence D. Weygand and being on a curve, said curve being concave in a westerly direction and having a central angle of 17 degrees 30 minutes 31 seconds and a radius of 657.59 feet; thence turn an angle to the left (76 degrees 53 minutes 06 seconds to the chord of said curve) and run in a northerly and northwesterly direction along the arc of said curve for a distance of 200.95 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right (76 degrees 53 minutes 06 seconds from the chord of last mentioned curve) and run in a northeasterly direction for a distance of 666.36 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 56 degrees 09 minutes 07 seconds and run in a northerly direction for a distance of 361.22 feet, more or less, to an existing iron rebar set by Laurence D. Weygand being on the south right-of-way line of Shelby County Highway #11; thence turn an angle to the right of 56 degrees 09 minutes 07 seconds and run in a northeasterly direction along the south right-of-way line of said Shelby County Highway #11 for a distance of 72.24 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 123 degrees 50 minutes 53 seconds and run in a southerly direction along the east line of said Section 31 for a distance of 302.25 feet, more or less, to the point of beginning.

According to the survey of Laurence D. Weygand dated August 20, 1998.

EXHIBIT C

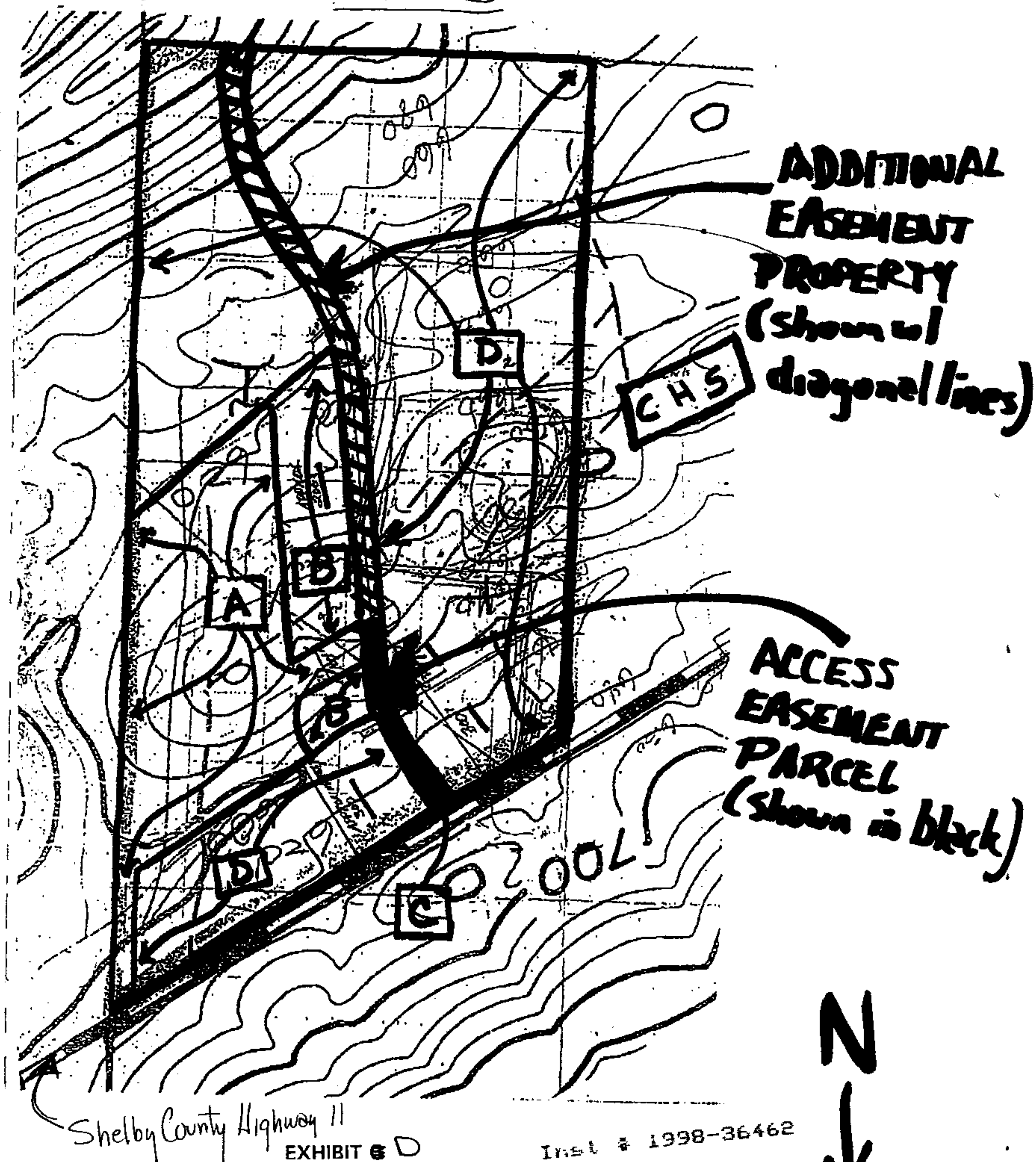
PARCEL C

Description of a 60 foot wide roadway easement lying 30 feet on either side of the centerline, said centerline being more particularly described as follows:

Part of the SE 1/4 of the NE 1/4 of Section 31, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

From the NE corner of said SE 1/4 of NE 1/4 of said Section 31, run in a westerly direction along the north line of said 1/4-1/4 section for a distance of 476.57 feet to a point of intersection with the southeast right-of-way line of Shelby County Highway #11; thence turn an angle to the left of 31 degrees 47 minutes 08 seconds and run in a southwesterly direction along the southeast right-of-way line of said Shelby County Highway #11 for a distance of 596.55 feet to the point of beginning; thence turn an angle to the left of 90 degrees and run in a southeasterly direction for a distance of 250.0 feet to the point of beginning of a curve, said curve being concave in a westerly direction and having a central angle of 26 degrees 27 minutes 06 seconds and a radius of 425.49 feet; thence turn an angle to the right and run in a southeasterly and southerly direction along the arc of said curve for a distance of 196.44 feet; thence run in a southerly direction along a line tangent to the end of said curve for a distance of 178.66 feet, more or less, to the point of ending.

EXHIBIT D



Shelby County Highway 11

EXHIBIT D

Inst # 1998-36462

Description of Access Easement Parcel

The land in Section 31, Township 20 South, Range 19 West, Shelby County, Alabama, shown as Parcel C above.

09/17/1998-36462

12:58 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

009 CRH 28.50