

STATE OF ALABAMA)
SHELBY COUNTY)

This instrument prepared by:
Clayton T. Sweeney
Attorney At Law
2700 Highway 280 East Suite 160
Birmingham, AL 35223

**COVENANTS FOR THE INSTALLTION OF UTILITIES AND
SIGNAGE IN CONNECTION WITH AN INGRESS/EGRESS EASEMENT**

This Agreement, made and entered into this the 10th day of March, 2009, by and between **G & S Properties, LLC, an Alabama Limited Liability Company** (hereinafter referred to as "G & S") and **TERESA SCOTT, a married woman** (hereinafter referred to as "SCOTT").

WITNESSETH:

WHEREAS, **G & S Properties, LLC** is the owner of the property described on Exhibit "A" attached to that certain deed recorded in Instrument # 2080909000358430, in the Probate Office of Shelby County, Alabama (Hereinafter referred to as the "G & S Parcel"), and

WHEREAS, **TERESA SCOTT** is the owner of the property described Exhibit "A" attached to that certain deed recorded in Instrument #20060501000202370 as recorded in the Probate Office of Shelby County, Alabama (Hereinafter referred to as the "SCOTT parcel"), and

WHEREAS, G & S and SCOTT, desire to establish terms for the installation of signage and utilities above or below ground, and on, upon, under and over that certain non-exclusive easement for ingress/egress recorded in Book 167, Page 178, in the Probate Office of Shelby County, Alabama which serves and benefits both the G & S Parcel and the SCOTT, and;

NOW, THEREFORE, **G & S Properties, LLC** and **TERESA SCOTT** do hereby agree for themselves and their respective heirs, personal representatives, successors and assigns, that either party may install signage to identify their respective businesses, as long as such signage is in compliance with any City of Pelham signage ordinance(s) and to install utilities to serve their respective Parcels, either above or below ground and on, upon, under, and over that certain non-exclusive easement for ingress/egress recorded in Book 167, Page 178, in the Probate Office of Shelby County, Alabama. In the event that Scott or her heirs, successors or assigns shall subdivide the Scott Parcel, additional signage may be necessary to identify the businesses or a residential subdivision located on the Scott Parcel. G & S acknowledges and agrees that its sign may be removed and a marquee sign shall be constructed so as to identify each business or residential subdivision accessing through the ingress/egress easement. The cost and maintenance of the marquee sign shall be shared in proportion to the number of businesses or residential subdivision(s) to be identified on such signage.

CLAYTON T. SWEENEY, ATTORNEY AT LAW

Notwithstanding the foregoing, a party choosing to install utilities shall do so in a manner as not to interfere with ingress or egress and will promptly repair all damage caused by such installation at its sole expenses.

The property described herein is not the homestead of Teresa Scott or that of her spouse.

This Agreement shall be perpetual and shall constitute a covenant running with the land.

IN WITNESS WHEREOF, the undersigned, have set their signatures and seals this 10th
day of March, 2009.

G & S Properties, LLC
an Alabama limited liability company

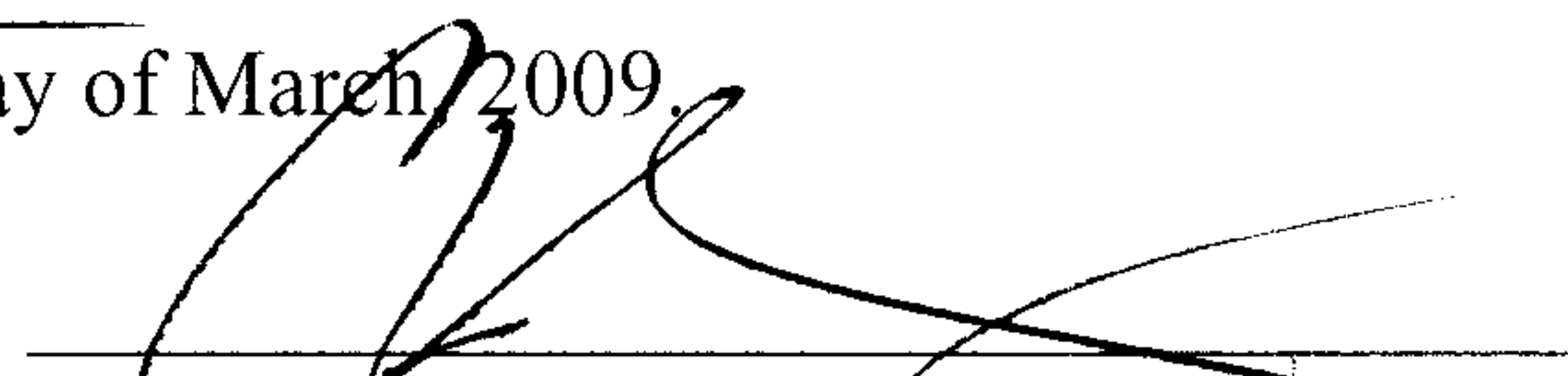

TERESA SCOTT

By: 
Gregory S. Metcalf, Member

STATE OF ALABAMA }
COUNTY OF JEFFERSON }

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Gregory S. Metcalf, whose name as Member of G & S Properties, LLC, an Alabama limited liability company, 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, he in his capacity as such Member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal this 10th day of March, 2009.

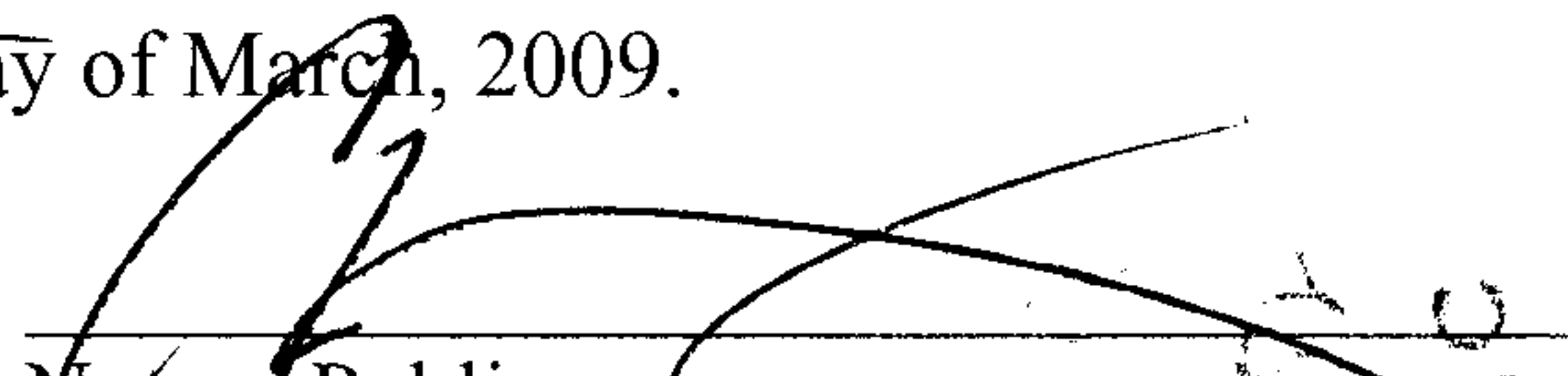

Notary Public

My commission expires: 6-5-2011

STATE OF ALABAMA }
COUNTY OF JEFFERSON }

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that TERESA SCOTT, 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, she executed the same voluntarily and as her act on the day the same bears date.

Given under my hand and seal this 10th day of March, 2009.


Notary Public

My commission expires: 6-5-2011