

AGREEMENT FOR RIGHT OF WAY EASEMENT

STATE OF ALABAMA)
SHELBY COUNTY)

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of all of which is hereby acknowledged, EnviroBuild, Inc., an Alabama corporation, and Saddle Lake Farms Association, Inc., an Alabama corporation (the "Grantors") does hereby grant to Saddle Lake Association, Inc. an Alabama corporation (the "Grantees") its successors and assigns, to be shared as a common easement by the Grantors and the Grantees, a right of way easement located and more particularly described in the map and legal description in "PARCEL B" attached hereto and made a part hereof.

For the consideration aforesaid, the Grantors does grant unto the Grantees the right and privilege of a perpetual use of said lands together with all the rights and privileges to build and construct a road, placement of utilities, maintenance and ingress and egress of said strip of lands and for no other purposes, except as expressly set forth herein.

The Grantors retains the right to use the lands within the easement as desired except as noted herein. The Grantors agrees not to use the lands within the easement in a manner which will adversely affect its purpose or improvements. The Grantors further agrees not to construct any permanent structure within the lands in the easement outside of its use as stated in this right of way easement agreement.

The Grantors shall require that any construction, maintenance and repair work within the easement be done in a workmanlike manner and that any damage to the Grantor's property which results from said construction, maintenance and/or repair activities will be corrected by the Grantees, at Grantee's sole expense.

The Grantees shall indemnify and hold the Grantors harmless from any liability or damage arising from the use or construction of road or utilities that the Grantees places within the easement or any loss, damages, claims or causes of action arising out of the construction, maintenance and repair operations within the easement.

As part of this agreement, at any time after the completion of the construction of a road which is located in whole or in part within the boundaries of this described easement and upon acceptance of road by Shelby County, Alabama the Grantors does hereby agree, upon receipt of the Grantees written request, to dedicate the road located within the lands of this described easement to Shelby County, Alabama.

If any one or more of the provisions of this right of way easement agreement are determined to be unenforceable, in whole or in part, for any reason, the remaining provisions shall remain fully operative.

Inst # 1997-36125
11/04/1997-36125
01:29 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MCD 16.00

Inst # 1997-36125

IN WITNESS WHEREOF, the Grantors and Grantees hereby agree to be bound by the terms and conditions of this agreement, and have hereunto set their hands and seals, all on this 10TH day of OCTOBER, 1997.

EnviroBuild, Inc.

Saddle Lake Association, Inc.

By [Signature] (Seal)
Gerd Anderson
Its: President

By [Signature] (Seal)
Gerd Anderson
Its: President

STATE OF ALABAMA)
SHELBY COUNTY)

GENERAL ACKNOWLEDGMENT

I, the undersigned Notary Public in and for said County in said State, hereby certify that Gerd Anderson, whose name as President of EnviroBuild, Inc. and President of Saddle Lake Association, Inc. is signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 10TH day of October, 1997.

[Signature]
Notary Public NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
My commission expires July 7, 1999.
THRU NOTARY PUBLIC UNDERWRITERS.

PARCEL B

INGRESS/EGRESS EASEMENT

1 Ingress/Egress Easement lying in the NW 1/4 of Section 9, the NE 1/4 of Section 8 and the SE 1/4 of Section 5 all in Township 21 South, Range 2 West, Shelby County, Alabama being more particularly described as follows:

Begin at the NW Corner of Section 9, said point also being the SE Corner of Lot 76, Saddle Lake Farms, A Condominium as recorded Instrument # 1995/17531 in the Office of the Judge of Probate, Shelby County, Alabama; thence N 87deg-42'42" E along the north boundary line of said Section 9 a distance of 5.01'; thence S 3deg-34'17" E along a line parallel to the east line of the NW 1/4 of the NW 1/4 of said Section 9 a distance of 291' more or less to the northerly R.O.W. line of Massey Road (40' R.O.W.); thence in a westerly direction along said R.O.W. line a distance of 35' more or less to the intersection of said 1/4-1/4 line and the northerly R.O.W. line of Massey Road; thence N 78deg-54'39" W along said R.O.W. line a distance of 20.67'; thence leaving said R.O.W. line N 03deg-34'17" W along a line lying 20' West of and parallel to said 1/4-1/4 line, a distance of 202.83'; thence S 37deg-59'49" W a distance of 103.58' to a point on the south boundary line of said Section 5, said point lying 18.58' west of the NW Corner of said Section 9; thence S 87deg-42'42" W along the south boundary line of said Section 5 a distance of 99.91' to a point, said point being the SW Corner of said Lot 76 Saddle Lake Farms; thence N 16deg-50'42" W along the centerline of an existing 15' easement as shown on aforesaid Saddle Lake Farms Record Map and the west line of said Lot 76 a distance of 208.46' to a point on the southerly R.O.W. line of Saddle Lake Drive; said point also lying on a curve to the left having a radius of 55.0' and a central angle of 46deg-39'30"; said curve subtended by a chord which bears N 49deg-49'33" E a distance of 43.56'; thence along the arc of said curve a distance of 44.79'; thence leaving said R.O.W. S 16deg-50'42" E a distance of 145.46'; thence S 53deg-45'44" E a distance of 65.77'; thence S 65deg-13'11" E a distance of 102.74' to a point on the southerly boundary line of said Section 5; thence N 87deg-42'42" E along said Section line a distance of 17.0' to the Point of Beginning.

CAMP BRANCH ROAD
SHELBY COUNTY HWY. NO. 339st * 1997-36125

11/04/1997-36125
01:29 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MCB 16.00

MASSEY ROAD
SHELBY COUNTY
HWY. NO. 339

CROSS CUT ROAD

NW CORNER
S9-T21S-R2W

PARCEL "B"

SCALE: 1"=100'

