

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 Robert A. Thacker and Jamie M. Thacker (the "Grantees") their successors and assigns, to be shared as a common easement by the Grantors and the Grantees, a right of way easement located and particularly described as follows, to wit:

" COMMON AREA A" together with that portion of the existent 20 foot easement beginning at the SE Corner of Section 5, Township 21 South, Range 2 West, thence North along the east boundary line of said Section 5 a distance of 2,625.01' more or less to the NE Corner of the NE ¼ of the SE ¼ of Section 5, Township 21 South, Range 2 West, Shelby County, Alabama, as established by Declaration of Condominium as recorded in Instrument No. 1995-17533 and Articles of Incorporation of Saddle Lake Farms Association, Inc. as recorded in Instrument No. 1995-17530, in the Office of the Judge of Probate of Shelby County, Alabama.

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.

It being the intent of Grantors that Grantees shall also have the right to extend all existing or future utilities from Grantors property over and through any and all existing utility easements or any future utility easements which may be located on Grantors property. Grantors or their assigns will make no charge for any utility taps. Grantees agree to pay any tap fees charged by any respective utility. Grantors will notify and assist Grantees at Grantees expense in placing underground sleeves or conduit to serve Grantees property prior to paving any of Grantors future roads.

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 shall be corrected by the Grantees, at Grantee's sole expense.

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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.

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. and Saddle Lake Farms Association, Inc.

By Gerd Anderson (Seal)
Gerd Anderson

Its: President

By Roderick M. Nicholson (Seal)
Roderick M. Nicholson

Its: Secretary/Treasurer

By Charles N. Sanders (Seal)
Charles N. Sanders

Its: Vice 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, Charles N. Sanders and Roderick M. Nicholson whose names are respectively President, Vice President and Secretary/Treasurer of EnviroBuild, Inc. and Saddle Lake Association, Inc. are 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.



Notary Public

My commission expires

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: July 7, 1999.
THRU NOTARY PUBLIC UNDERWRITERS.

MORTGAGEE'S SUBORDINATION

Colonial Bank, the mortgagee of the property described below and in the attached Agreement for Right of Way Easement between SADDLE LAKE FARMS ASSOCIATION, INC. as Grantors, and ROBERT A. THACKER and JAMIE M. THACKER, as Grantees, hereby subordinates its mortgages interest in the following described property, to the easement rights created by such Agreement for Right of Way Easement, to wit:

"Common Area A" together with that portion of the existent 20 foot easement beginning at the SE Corner of Section 5, Township 21 South, Range 2 West, thence North along the east boundary line of said Section 5 a distance of 2,625.01 feet more or less to the NE Corner of the NE 1/4 of the SE 1/4 of Section 5, Township 21 South, Range 2 West, Shelby County, Alabama, as established by Declaration of Condominium as recorded in Instrument No. 1995-17533 and Articles of Incorporation of Saddle Lake Farms Association, Inc. as recorded in Instrument No. 1995-17530, in the Office of the Judge of Probate of Shelby County, Alabama.

[Nothing contained in the subordination, shall be construed, in any way, to subordinate the mortgage in favor of Colonial Bank to property rights other than the easement created in the attached Agreement for Right of Way Easement pertaining to the above described property.]

COLONIAL BANK

By: Patricia E. Smith
(Its Asst. Vice President)

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Patricia E. Smith, whose name as Assistant Vice President of COLONIAL BANK, 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/she, as such officer, and with full authority, executed the same voluntarily, as an act of said corporation, acting in his/her capacity as aforesaid.

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

April C. Price
NOTARY PUBLIC

My Commission Expires: 11/04/1997-36126

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