

STATE OF ALABAMA
SHELBY COUNTY

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made and entered into as of the 25th day of March, 1999, by and between **STEPHEN J. GARRETT (a/k/a STEVEN J. GARRETT)** and **JANICE W. GARRETT** (together the "Grantors") and **WILLIAM L. CHRISTENBERRY, JAMES F. JORDAN, JR., and CALDWELL MILL ANIMAL CLINIC PARTNERSHIP**, an Alabama general partnership, (collectively the "Grantees"), as follows:

W I T N E S S E T H:

WHEREAS, Grantors are the fee simple owners of a parcel of real estate situated in Shelby County, Alabama, more particularly described on Exhibit "A" attached hereto and made a part hereof by reference and incorporation (hereinafter referred to as "Parcel 1");

WHEREAS, Grantees are, or will be at the time of recording this document, the fee simple owners of that certain parcel of real estate adjacent to Parcel 1, which said parcel is more particularly described on Exhibit "B" attached hereto and made a part hereof by reference and incorporation (hereinafter referred to as "Parcel 2"); and

WHEREAS, Grantors have agreed to grant to Grantees, their heirs, legal representatives, successors and assigns, perpetual easements as hereinafter described.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors, for themselves, their heirs, legal representatives, successors and assigns, for the benefit of Parcel 2, do hereby give, grant, bargain, sell and convey to Grantees, their heirs, legal representatives, successors and assigns and to each and every person, firm, corporation or other entity who may now or hereafter own, use or lease all or a portion of Parcel 2, the easements described herein.

1. **EASEMENT FOR INGRESS AND EGRESS.** (a) Grantors grant and convey to Grantees, for themselves, their heirs, legal representatives, successors and assigns, a non-exclusive perpetual easement for the purpose of vehicular and pedestrian ingress and egress to and from Parcel 2, appurtenant to Parcel 2, over, upon and across the parking areas and spaces, common use driveways and other driveways and access ways, sidewalks and walkways, exits and entrances, and other common areas, as such areas now exist and/or shall, from time to time be developed, altered, or modified, on that certain parcel of real estate more particularly described on Exhibit "C" attached hereto and made a part hereof by reference and incorporation, as such real property is shown cross-hatched on the map attached hereto as Exhibit "D" (hereinafter referred to as the "Ingress/Egress Easement Area").

04/15/1999-16001
09:44 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
017 HNS 49.00

Inst # 1999-16001

(b) The Grantors also grant to the Grantees, for themselves, their heirs, legal representatives, successors and assigns, the right, at Grantees' expense, to (i) pave all portions of the Ingress/Egress Easement Area which are not currently paved (the "Newly Paved Ingress/Egress Area"), such Newly Paved Ingress/Egress Area being more particularly noted on Exhibit "D" attached hereto, (ii) connect such Newly Paved Ingress/Egress Area to the paving already located in the Ingress/Egress Easement Area and to Parcel 2, and (iii) install, place, repair, replace, renew and maintain in the Newly Paved Easement Area curb dividers, concrete parking breakers, islands, curb cuts, speed breakers, bumpers, and any and all other barriers and impediments deemed necessary by Grantees in order to prevent and prohibit delivery vehicles and/or large trucks from parking, crossing and/or using in any manner the Ingress/Egress Easement Area, to prevent and prohibit the parking of any vehicles in the Ingress/Egress Easement Areas, and to prevent and prohibit the use of the Ingress/Egress Easement Area in any way which would affect or diminish Grantees' use of the Ingress/Egress Easement Area as granted by Grantors by this Easement Agreement. Grantees shall maintain, at Grantees' expense, the Newly Paved Ingress/Egress Easement Area until Parcel 1 is developed. At the time Parcel 1 is developed, Grantors shall be responsible for supervising any additions, changes, modifications, maintenance and repair of the Ingress/Egress Easement Area and the Newly Paved Ingress/Egress Easement Area necessary as a result of the development of Parcel 1, and Grantors and Grantees, and any other party subsequently granted the right by the Grantors or Grantors' legal representatives, heirs, successors and assigns, to use the Ingress/Egress Easement Area and the Newly Paved Ingress/Egress Easement Area shall share equally the reasonable cost of maintaining, repairing and renewing the surface of the Ingress/Egress Easement Area and the Newly Paved Ingress/Egress Easement Area. If Grantors, and any other party subsequently granted the right to use the Ingress/Egress Easement Area and the Newly Paved Ingress/Egress Area shall fail to meet his/her/their/its responsibilities in connection with the Ingress/Egress Area and the Newly Paved Ingress/Egress Area, Grantees may maintain and repair the Ingress/Egress Easement Area and/or the Newly Paved Easement Area and bill Grantors and all other users for its costs. If Grantees are not reimbursed within thirty (30) days from the date of billing for its costs, the parties failing to pay their share may, at the Grantees' discretion, have a lien for unpaid costs placed upon the title to their property by the Grantees recording a lien claim and notice.

(c) Grantors also grant to Grantees, their heirs, legal representatives, successors and assigns, an irrevocable license, coupled with the easement granted herein, to use the Newly Paved Ingress/Egress Area for ingress and egress to and from Parcel 2. No additional charge or fee of any type shall be charged for this license.

2. **EASEMENT FOR UTILITY LINES.** (a) Grantors also grant to Grantees, for themselves, their heirs, legal representatives, successors and assigns, a perpetual, exclusive easement, appurtenant to Parcel 2, for the purpose of installing, operating, maintaining, repairing, replacing and renewing any and all utility lines and related facilities, including, but not limited to, sewer lines and related facilities, over, above, along, under, in and across that certain portion of the Ingress/Egress Easement Area as depicted as cross-hatched and dotted on

Exhibit "E" attached hereto and made a part hereof by reference and incorporation (the "Utility Easement Area"), which Utility Easement Area is also legally described on Exhibit "F" attached hereto and made a part hereof by reference and incorporation.

(b) Grantors also grant to Grantees, their heirs, legal representatives, successors and assigns, an irrevocable license, coupled with the easement granted herein, to use the utilities and all related facilities used, placed and located in the Utility Easement Area. Grantees covenant to maintain the utility lines and all related facilities located in the Utility Easement Area in good condition and repair. No additional charge or fee of any type shall be charged for this license.

(c) Grantors also grant to Grantees the right, at Grantees' sole discretion and upon terms and conditions agreeable to Grantees, to dedicate to Shelby County, Alabama, the utility lines installed, operated and maintained in the Utility Easement Area and the right, at Grantees' sole discretion and upon terms and conditions agreeable to Grantees, to convey, assign and transfer all of Grantees' right, title and interest in and to the Utility Easement Area granted to Grantees by this Easement Agreement to Shelby County, Alabama.

3. **SIGN EASEMENT.** Grantors also grant to the Grantees, for themselves, their heirs, legal representatives, successors and assigns, a perpetual, non-exclusive easement appurtenant to Parcel 2 for the purpose of installing, operating, maintaining, repairing, replacing and renewing a sign or signs and all related underground utilities to serve the sign(s) over, above, along, under, in and across the Ingress/Egress Easement Area, the location(s) of the sign(s) shall be at the reasonable discretion of the Grantees. The cost of maintenance of the operation of the Grantees' sign(s) shall be borne by Grantees. Grantees shall be responsible for obtaining all necessary governmental approvals for such sign(s). Grantors hereby covenant and agree that Grantors shall not grant any other person, firm, corporation, or entity the right to install and/or operate a sign in the Ingress/Egress Easement Area without the prior written consent of Grantees, which consent shall not be unreasonably withheld.

4. **USE OF EASEMENT AREAS.** Grantees shall have the right of ingress and egress across the respective easement areas granted herein for any purposes granted and such ingress and egress will be exercised in a reasonable manner. No trees, permanent buildings or other structures shall be placed in or allowed to encroach upon the easements granted to Grantees herein (the Ingress/Egress Easement Area, the Newly Paved Easement Area, the Utility Easement Area, and the Sign Easement Area are collectively hereinafter called the "Easement Areas"), and no change of grade elevation, excavation or construction of any kind shall be made over, above, along, under, in and/or across the Easement Areas and/or Parcel 1 which would affect in any way Parcel 2 and/or the Easement Areas, without Grantees' prior written approval and consent, which approval and consent shall not be unreasonably withheld. However, the Easement Areas may be used for landscaping or other purposes that do not then or later interfere in any way with the granted easement uses.

5. **EASEMENT TO GRANTORS.** (a) Grantees hereby grant to Grantors, if and when Parcel 1 is developed, subject to the terms and conditions set forth in this Easement Agreement, and at the Grantors' sole cost and expense, the right to tie-on (the "Tie-On") the newly developed Parcel 1 to that portion of the Ingress/Egress Easement Area as shown and depicted as cross-hatched on Exhibit "G" attached hereto and made a part hereof by reference and incorporation (not drawn to scale).

(b) Prior to the Tie-On, Grantors agree to perform, at Grantors sole cost and expense, a traffic study of the Ingress/Egress Easement Area. The traffic study shall be submitted to Grantees for Grantees' approval, which approval shall not be unreasonably withheld. In the event the traffic study determines that the flow of traffic through the Ingress/Egress Easement Area should be altered, changed and/or modified, Grantors agree at Grantors' sole cost and expense to make all additions, changes, alterations or modifications to the Ingress/Egress Easement Area to provide for the safe and free flow of traffic through the Ingress/Egress Easement Area.

(c) Prior to the Tie-On, Grantors shall construct such concrete curbs, concrete curb-cuts, concrete islands, barriers, speed bumpers, or other barriers and/or impediments, as Grantees deem necessary, in, around or along the boundaries of the Ingress/Egress Easement Area, along the boundary of Parcel 1, along the boundary of Parcel 2, and all parking areas and spaces, common use driveways and other driveways and access ways, sidewalks and walkways, exits and entrances, and other common areas, as is necessary to prevent the use of the Ingress/Egress Easement Area by owners, tenants, licensees, employees or invitees of property other than the Grantees' property on Parcel 2 and the Grantors' property on Parcel 1. No curb cuts will be made, and no vehicular entrance will be allowed from any adjacent parcels or property other than Parcel 1 and Parcel 2, except as expressly permitted by Grantees.

(d) Prior to the Tie-On and any change, addition, alteration or modification of the Ingress/Egress Area, Grantors shall submit plans and specifications to Grantees showing the location and type of the Tie-On and all proposed changes, additions, alterations or modifications of the Ingress/Egress Easement Area for Grantees' prior written consent, which consent shall not be unreasonably withheld.

(e) Grantors also agree, at Grantors sole cost and expense, to prohibit delivery vehicles and/or large trucks from crossing and/or using in any manner the Ingress/Egress Easement Area.

6. **WARRANTIES OF TITLE.** Grantors warrant that Grantors have good and indefeasible fee simple title to the Easement Areas; that Grantors have the full right and lawful authority to grant these easements; that Grantors will defend and indemnify Grantees against all lawful claims; and, that Grantees shall and may peaceably have, hold and enjoy the easements granted herein.

7. **RUNNING OF BENEFITS TO GRANTEES.** All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the Grantees, Grantees' licensees, invitees, tenants, employees, legal representatives, heirs, successors, and assigns.

8. **DEFAULT.** If there is a failure by either party to perform, fulfill or observe any agreement contained within this Easement Agreement, to be performed, fulfilled or observed by him/her/it or them, continuing for thirty (30) days, or in situations involving potential danger to the health or safety of persons in, on or about or substantial deterioration of Parcel 1, Parcel 2, the Ingress/Egress Easement Area, the Utility Easement Area, and/or the Sign Easement Area, in each case after written notice, the other party may, at its election, cure such failure or breach on behalf of the defaulting party. Any amount which the party so electing shall expend for such purpose, or which shall otherwise be due by either party to the other, shall be paid to the party to whom due on demand, without contest, upon delivery of its invoice, together with interest at the lower of (i) the rate of ten per cent (10%) per annum, or (ii) the maximum rate permissible from time to time under applicable law, from the date of the expenditure or the date when it shall have become due to the date of payment in full. The provisions of this paragraph shall be in all respects subject and subordinate to the lien of any mortgages at any time or from time to time on the land of the defaulting party and the rights of the holder or holders of any mortgages.

9. **COVENANTS BINDING.** The covenants and agreements herein contained shall constitute covenants running with the land and shall be binding upon and shall inure to the benefit of the Grantors and the Grantees and their respective heirs, administrators, successors and assigns.

10. **CONSTRUCTION.** The rule of strict construction does not apply to this grant. This grant shall be given a reasonable construction so that the intention of the parties to convey a commercially usable right of enjoyment to Grantees is carried out.

11. **NOTICE.** Grantors' address is 5303 Mountain Park Drive, Pelham, Alabama 35124, and the Grantees' address is 5201 Caldwell Mill Road, Birmingham, Alabama 35242. Any party may notify the other party with written notice of a change of address. All notices shall be sent by certified mail, return receipt requested, to the addresses provided for in this paragraph and shall be deemed given when placed in the mail.

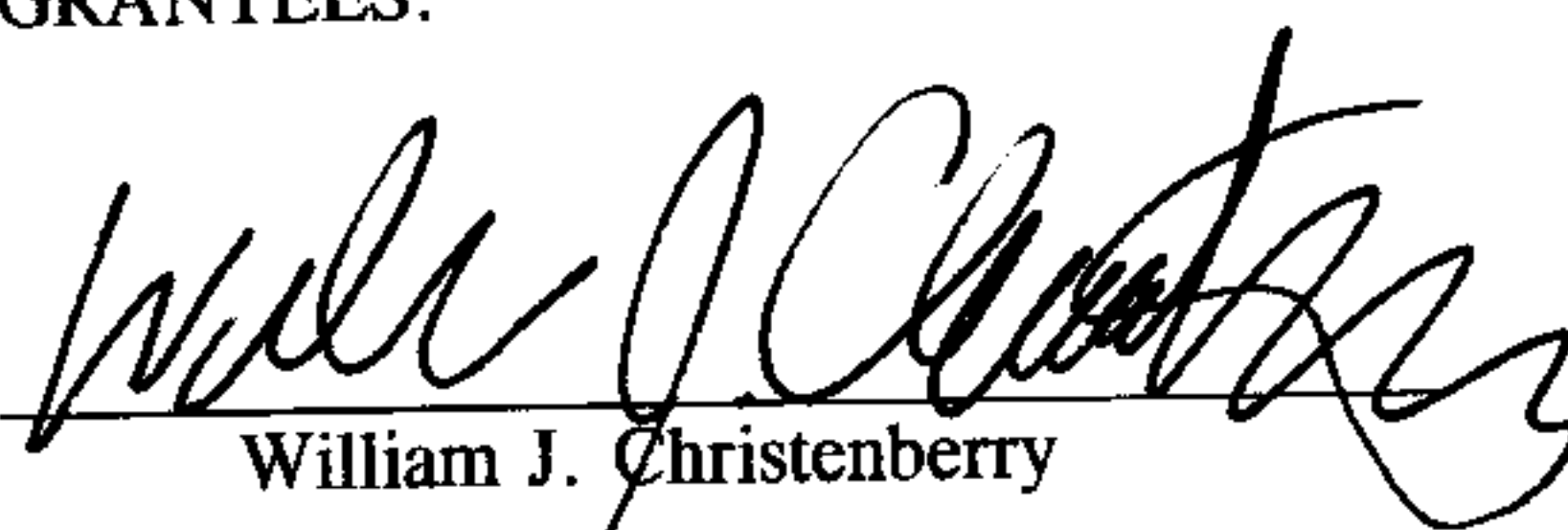
TO INDICATE THEIR CONSENT TO THIS EASEMENT AGREEMENT, Grantors and Grantees have hereunto set their signatures and seals as of the 25th day of March, 1999.

GRANTORS:


STEPHEN J. GARRETT
(a/k/a Steven J. Garrett)


JANICE W. GARRETT

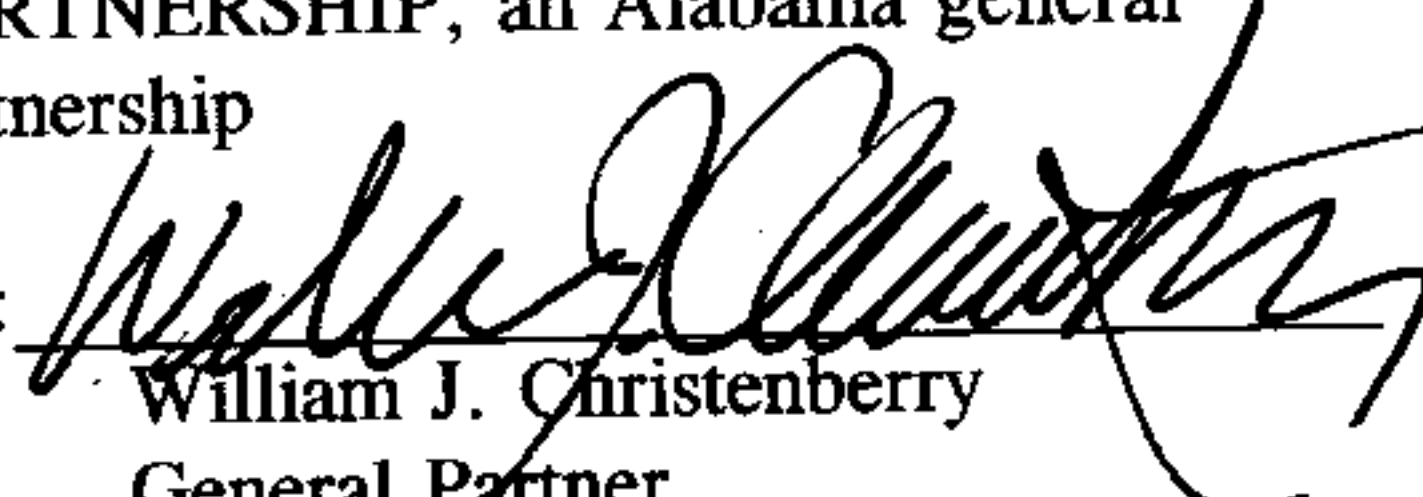
GRANTEES:


William J. Christenberry


James F. Jordan, Jr.

CALDWELL MILL ANIMAL CLINIC
PARTNERSHIP, an Alabama general
partnership

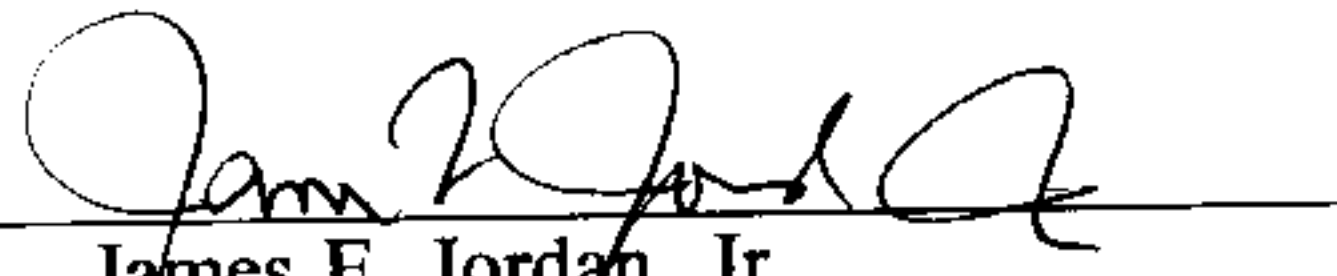
BY:


William J. Christenberry

Its:

General Partner

BY:


James F. Jordan, Jr.

Its:

General Partner

STATE OF ALABAMA
JEFFERSON COUNTY

Shelby

I, the undersigned notary public, in and for said county, in said state, hereby certify that Stephen J. Garrett (a/k/a Steven J. Garrett) and Janice W. Garrett, whose names are 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, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this ^{2nd} ~~25th~~ day of ^{April} ~~March~~, 1999.

Robert S. Henrich

Notary Public.

My Commission Expires MY COMMISSION EXPIRES DECEMBER 27, 2001

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned authority, a Notary Public, in and for said county, in said state, hereby certify that William J. Christenberry, 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 said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this 25th day of March, 1999.

Lynne Reynolds

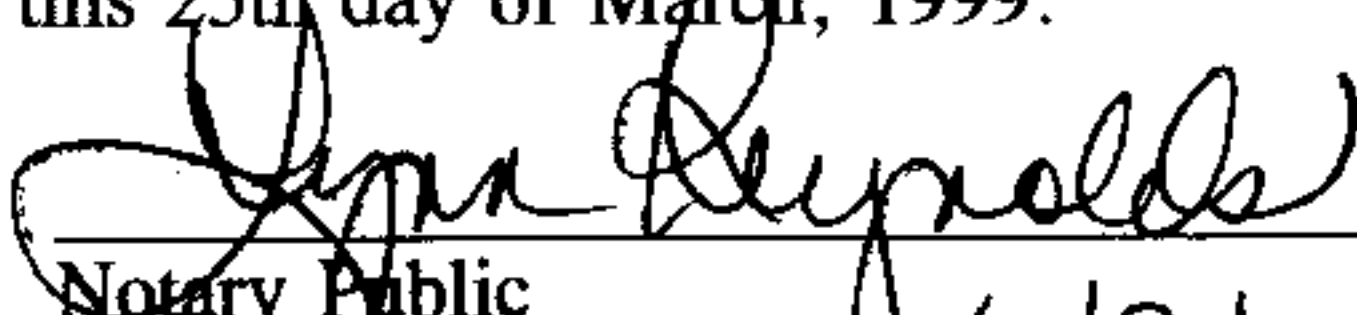
Notary Public

My Commission Expires: 6/8/2002

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned authority, a Notary Public, in and for said county, in said state, hereby certify that James F. Jordan, Jr., 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 said instrument, he executed the same voluntarily on the day the same bears date.

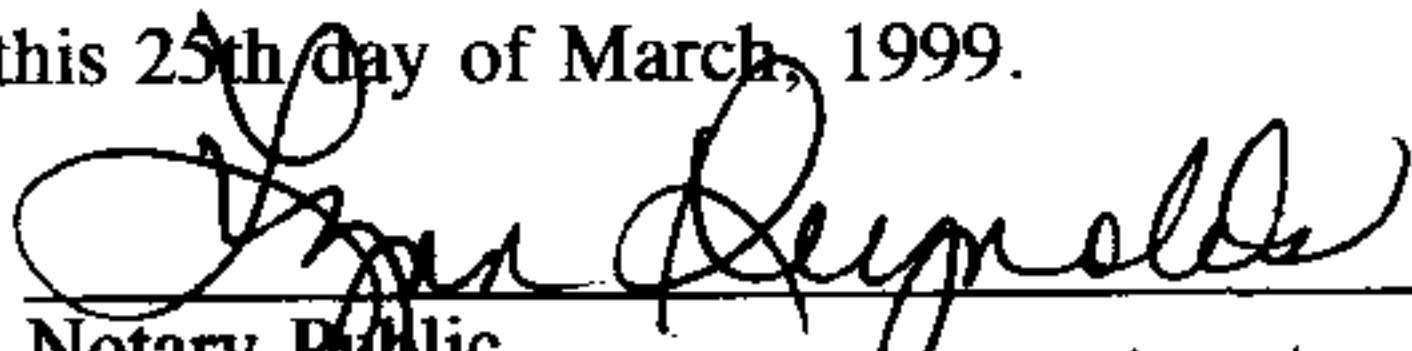
Given under my hand and official seal on this 25th day of March, 1999.


Notary Public
My Commission Expires: 6/8/2002

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned authority, a Notary Public, in and for said county, in said state, hereby certify that William J. Christenberry, whose name as a general partner of Caldwell Mill Animal Clinic Partnership, an Alabama general partnership, 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 general partner and with full authority, executed the same voluntarily for and as the act of said general partnership.

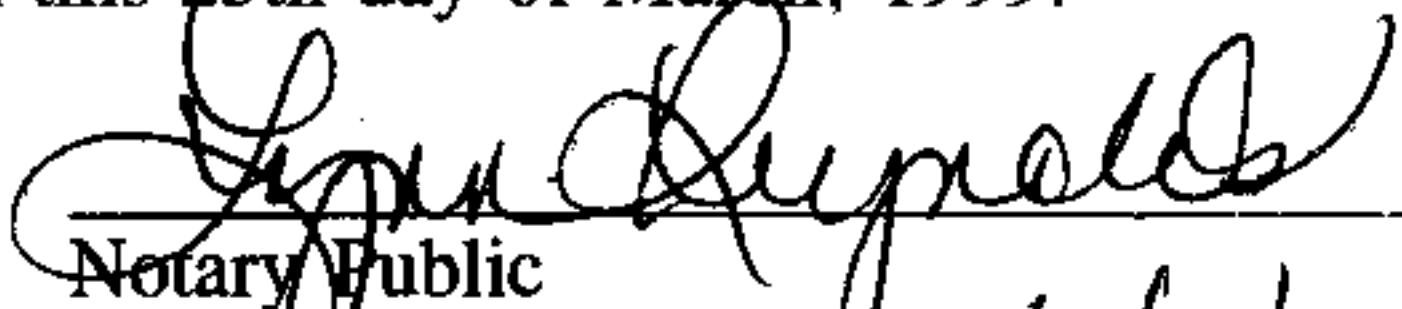
Given under my hand and official seal on this 25th day of March, 1999.


Notary Public
My Commission Expires: 6/8/2002

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned authority, a Notary Public, in and for said county, in said state, hereby certify that James F. Jordan, Jr., whose name as a general partner of Caldwell Mill Animal Clinic Partnership, an Alabama general partnership, 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 general partner and with full authority, executed the same voluntarily for and as the act of said general partnership.

Given under my hand and official seal on this 25th day of March, 1999.



Notary Public
My Commission Expires: 6/8/2002

EXHIBIT "A"

Lot 2, according to the Survey of the Garrett Subdivision as recorded in Map Book 24, Page 95, in the Office of the Judge of Probate of Shelby County, Alabama.

207099.1

EXHIBIT "B"

Lot 1, according to the Survey of the Garrett Subdivision as recorded in Map Book 24, Page 95, in the Office of the Judge of Probate of Shelby County, Alabama.

207099.1

EXHIBIT "C"

A non-exclusive perpetual ingress/egress easement more particularly described as follows:

Being a part of Lot 2, Garrett Subdivision, as recorded in Map Book 24, Page 95, in the Probate Office of Shelby County, Alabama, being a parcel of land situated in the Northwest one-quarter of the Northwest one-quarter of Section 15, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of the Northwest one-quarter of the Northwest one-quarter of said Section 15; thence north along the east line of said quarter-quarter section 225.38 feet to the point of beginning of the easement herein described; thence continue along the last stated course 25.11 feet; thence turn an interior angle of $239^{\circ} 40'$ and run easterly 51.15 feet to the westerly right-of-way line of Caldwell Mill Road; thence turn an interior angle of $105^{\circ} 56' 44''$ and run northerly 60.42 feet along said right-of-way line; thence turn an interior angle of $74^{\circ} 03' 16''$ leaving said right-of-way line and run southwesterly 33.85 feet; thence turn an interior angle of $120^{\circ} 19' 40''$ and run southerly 7.29 feet; thence turn an interior angle of $215^{\circ} 41' 47''$ and run southwesterly 74.00 feet; thence turn an interior angle of $234^{\circ} 16' 12''$ and run westerly 144.60 feet; thence turn an interior angle of $90^{\circ} 04' 01''$ and run southerly 25.00 feet; thence turn an interior angle of $89^{\circ} 58'$ and run easterly 187.83 feet to the point of beginning.

EXHIBIT "D"

TAX. I.D. # 58-10-5-15-001-036

STEVEN J. GARRETT AND JANICE W. GARRETT
5303 MOUNTAIN PARK DRIVE
PELHAM, AL 35124
DEED BOOK 215, PAGE 474

ZONED B-2

ONED B-2

LOT 1
Garrett Subdivision
45,809.80 SQ. FT.
1.05 AC.

LOT 2

ONED B-2

•DONALD'S

D. # 56-10-5-15-001-038.001

JEN ARCH LIMITED PARTNERSHIP
CLP#49
SUMMIT PARKWAY
EWOOD, AL 35209

20' SANITARY SEWER EASEMENT

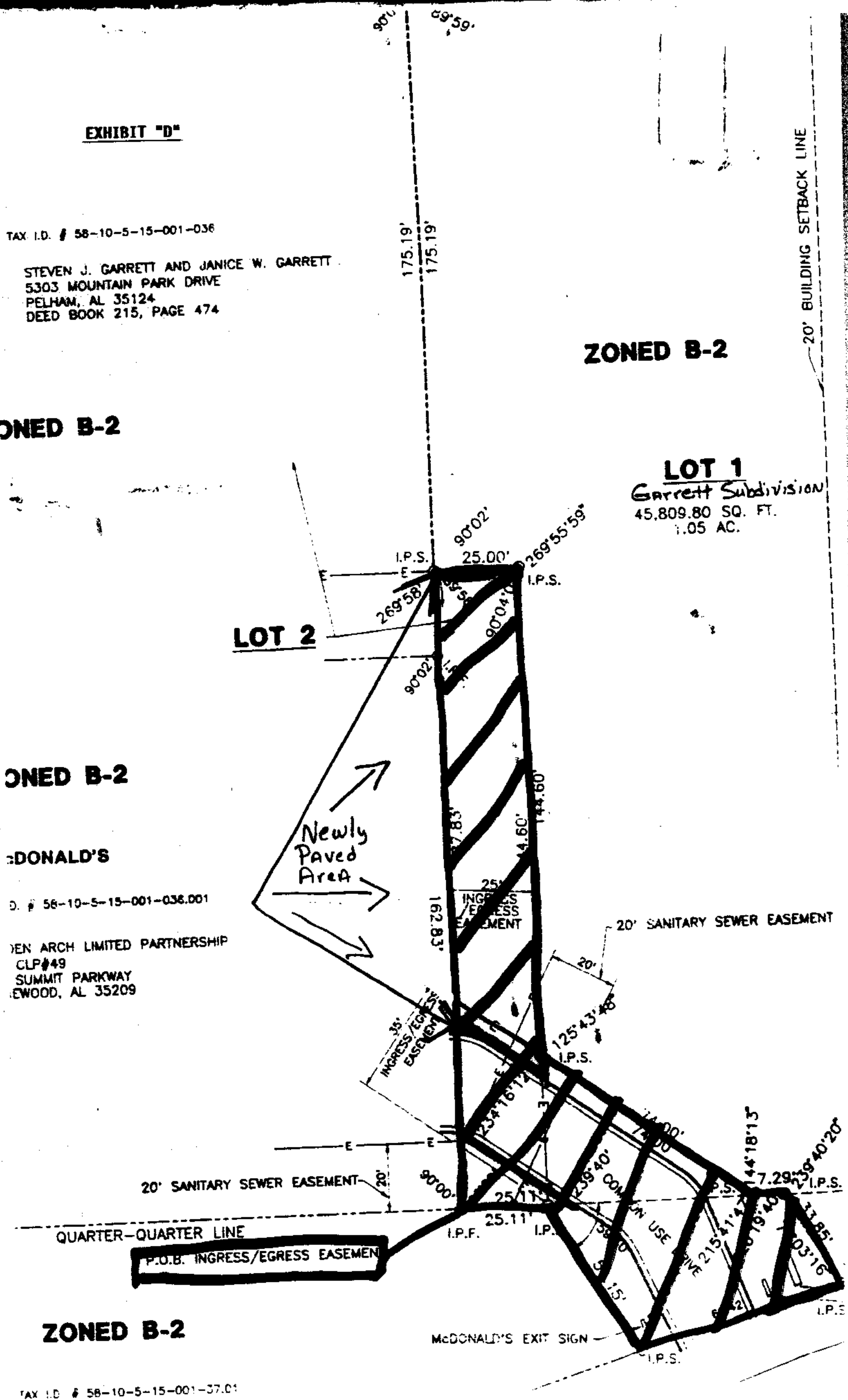
20' SANITARY SEWER EASEMENT-

QUARTER-QUARTER LINE

P.O.B. INGRESS/EGRESS EASEMENT

ZONED B-2

TAX ID # 58-10-5-15-001-37.01



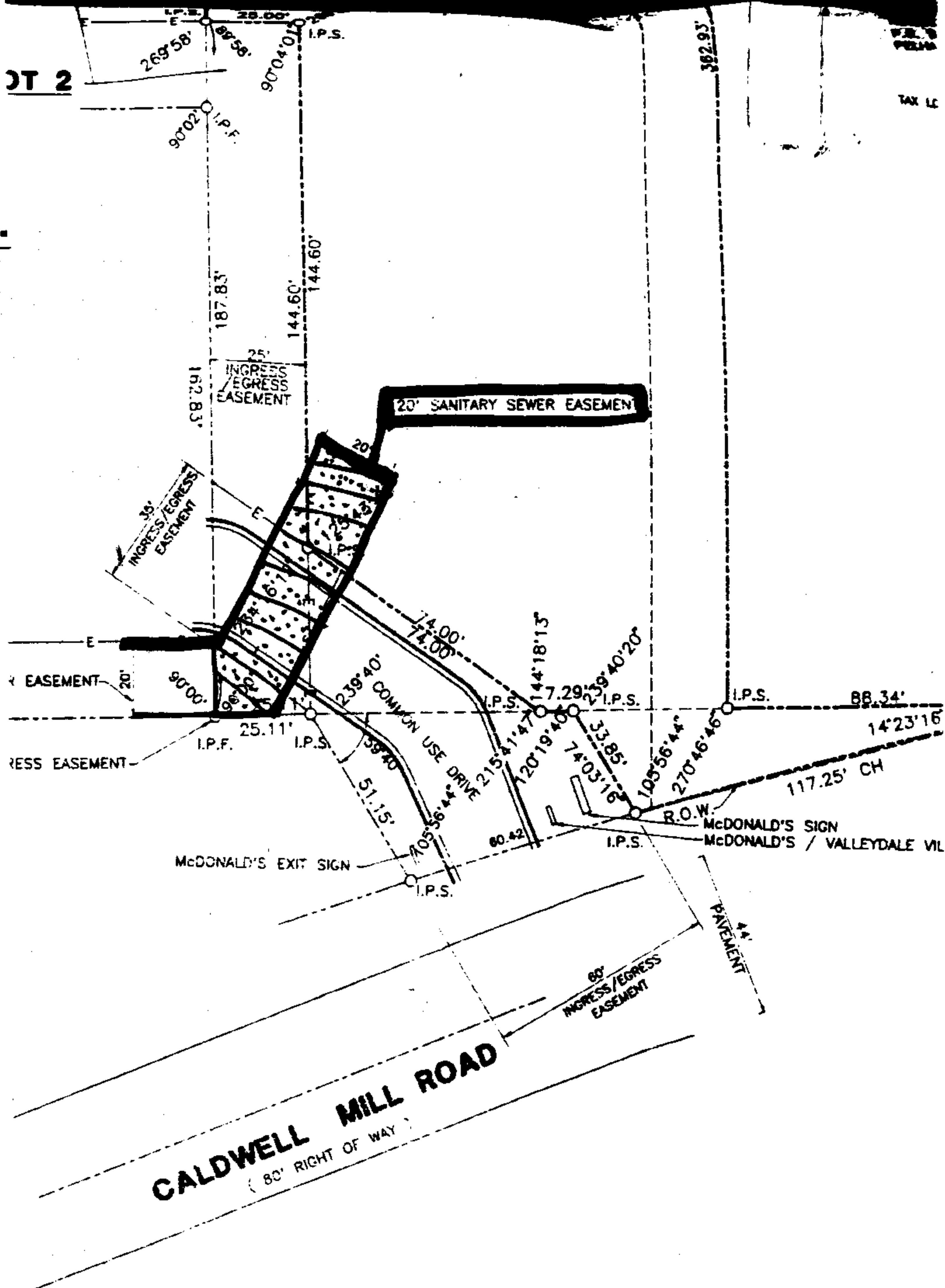


EXHIBIT "F"

SANITARY SEWER EASEMENT DESCRIPTION:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 19 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA AND RUN IN A NORTHERLY DIRECTION ALONG THE EAST LINE OF SAID QUARTER-QUARTER SECTION FOR A DISTANCE OF 225.38 FEET TO THE POINT OF BEGINNING OF A SANITARY SEWER EASEMENT HEREIN DESCRIBED; THENCE CONTINUE LAST DESCRIBED COURSE FOR A DISTANCE OF 14.45 FEET; THENCE TURN A DEFLECTION ANGLE TO THE LEFT OF 62 DEGREES 42 MINUTES 58 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 42.07 FEET; THENCE TURN A DEFLECTION ANGLE TO THE LEFT OF 81 DEGREES 33 MINUTES 27 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 10.72 FEET; THENCE TURN A DEFLECTION ANGLE TO THE RIGHT OF 54 DEGREES 14 MINUTES 50 SECONDS AND RUN IN A WESTERLY DIRECTION FOR A DISTANCE OF 20.47 FEET; THENCE TURN A DEFLECTION ANGLE TO THE LEFT OF 152 DEGREES 41 MINUTES 23 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 49.64 FEET; THENCE TURN A DEFLECTION ANGLE TO THE RIGHT OF 62 DEGREES 42 MINUTES 58 SECONDS AND RUN IN A SOUTHERLY DIRECTION FOR A DISTANCE OF 2.26 FEET; THENCE TURN A DEFLECTION ANGLE TO THE LEFT OF 90 DEGREES 00 MINUTES 00 SECONDS AND RUN IN AN EASTERLY DIRECTION FOR A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

TAX I.D. # 58-10-

ZONED B-2

LOT 1

45,809.80 SQ. FT.
1.05 AC.

Area
Location of
Tie-On

Inst # 1999-16001

04/15/1999-16001
09:44 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
017 NMS 49.00

