

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT made this 10th day of December, 1999, by and between **METROPOLITAN LIFE INSURANCE COMPANY**, a New York corporation, (hereinafter "Grantor") and **FIRST NATIONAL BANK OF SHELBY COUNTY**, an Alabama corporation (hereinafter "Grantee").

WHEREAS, by Limited Warranty Deed dated December 9, 1999, Grantor conveyed unto Grantee certain real estate situated in Shelby County, Alabama as described in the attached Exhibit "A" such real estate hereinafter referred to as the "Property", and

WHEREAS, Grantee intends to develop the Property and construct a bank thereon, and

WHEREAS, Grantor owns the shopping center commonly known as Inverness Corners Shopping Center of which the Property is a part, and

WHEREAS, Grantee has requested a non-exclusive access easement, as indicated on Exhibit "A" and hereinafter referred to as the "Easement", over a portion of Inverness Corners Shopping Center for the purpose of perpetual access to and from the Property, from Valleydale Road, and U.S. Highway 280 via an existing access road (the "Existing Access Road") as shown on Exhibit "A", and

WHEREAS, Grantor has agreed to grant such Easement subject to the terms, conditions, and reservations hereinafter set forth.

AGREEMENT

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) in hand paid by Grantee to Grantor the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, bargain, sell, and convey unto Grantee, and its successors and assigns, as owners of the Property, the Easement.

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TO HAVE AND TO HOLD to the said Grantee and its successors and assigns forever, for the benefit of the Grantee property, subject to the following terms, conditions and reservations:

1. Grantee's sole access to the Property for construction and the conduct of business therefrom shall be from the Existing Access Road within the Easement.
2. The Easement is for the benefit of the owners, present or future, of the Property as herein defined.
3. Grantor reserves to itself, its successors and assigns and others claiming by, under or through Grantor, as the case may be, the unrestricted use of the Easement and the property burdened by the Easement subject only to the rights of Grantee as herein set forth.
4. The Easement shall be used by Grantee solely for purpose of ingress and egress to and from the Property.
5. Subject to prior written approval of Grantee or its assigns, which approval shall not be unreasonably withheld or delayed, Grantor may relocate the Easement, the Existing Access Road and all utilities at Grantor's sole cost and expense, provided however, that Grantor shall not unreasonably interrupt utility services or access to the Property.
6. In the event Grantor relocates the Easement pursuant to the terms of this Agreement, upon written request of Grantor, Grantee shall execute a written instrument in recordable form to evidence the relocation or removal of the Easement.
7. The Existing Access Road may be dedicated as a public right-of-way at the election of Grantor, and Grantee hereby agrees to execute and deliver any legal documents necessary or desirable to accomplish the dedication thereof.
8. The Easement herein granted does not include mineral and mining rights not owned by Grantor and is subject to other restrictions and limitations of record.

9. The Easement herein granted shall run with the land, and, except as herein expressly provided in Section 13 below, shall be perpetual.

10. Grantee acknowledges that the Property is subject to the terms and conditions of the Declaration of Protective Covenants attached to and by reference made a part of the aforementioned Limited Warranty Deed. This Agreement is subject to the terms, conditions and reservations set forth in the Easement Agreement between Metropolitan Life Insurance Company and General Electric Capital Corporation, Boston Chicken, Inc. its Agent dated February 19, 1997, and recorded as Instrument No. 1997-05888 in Shelby County, Alabama and the Easement Agreement between Metropolitan Life Insurance Company and Pier One Imports (U.S.), Inc. dated April 26, 1996 and recorded as Instrument No. 1996-14794 in Shelby County, Alabama.

11. The Easement, restrictions, benefits and obligations hereunder shall create mutual benefits and servitudes running with the land. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. Grantee reserves the right to assign this Agreement and the rights set forth herein, and to bind its assignee to the terms and conditions set forth herein, provided, however, that Grantee shall remain liable for all its obligations hereunder.

12. Grantee will protect, defend, hold harmless, and indemnify Grantor, its heirs, legal representatives, successors, and assigns, as the case may be, from and against any and all claims for death of or injury to person or damage to property, and from all actions of every kind and nature which may arise out of or in connection with, or by reason of the negligent installation or maintenance of any of the roadway improvements by Grantee, its successors, assigns, agents, or employees upon or adjacent to the easement land except for any claims which may arise out of or in connection with or by reason of Grantor's negligence, sole or concurrent.

13. This Agreement may be modified or canceled only as set forth herein or by mutual agreement in writing, signed by the parties, including Grantor so long as it or its affiliate has any interest as owner of Inverness Corners Shopping Center and Grantee so long as it or its affiliate has any interest as owner of the Grantee Property.

14. This Agreement is to be construed and interpreted pursuant to the laws of the State of Alabama.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date first above written.

METROPOLITAN LIFE INSURANCE COMPANY

By: *Joel R. Redmon*
Joel R. Redmon
Assistant Vice President *JR*

STATE OF GEORGIA }
Fuller COUNTY }

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that *Joel R. Redmon* whose name as ASSISTANT VICE PRESIDENT of Metropolitan Life Insurance Company, a New York corporation, is signed to the foregoing Easement Agreement, and who is known to me, acknowledged before me on this day, that being informed of the contents of the foregoing Easement Agreement, he executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this *9th* day of *December*, 1999.

Kathleen O'Leary
Notary Public

[SEAL]

FIRST NATIONAL BANK OF SHELBY COUNTY

By:

William T. Harrison, CEO

Its:

Chief Executive Officer

STATE OF ALABAMA }
SHELBY COUNTY }

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that William T. Harrison whose name as CEO of First National Bank of Shelby County, an Alabama corporation, is signed to the foregoing Easement Agreement, and who is known to me, acknowledged before me on this day, that being informed of the contents of the foregoing Easement Agreement, he executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 10th day of December, 1999.

Patricia L. Lorne
Notary Public

[SEAL]

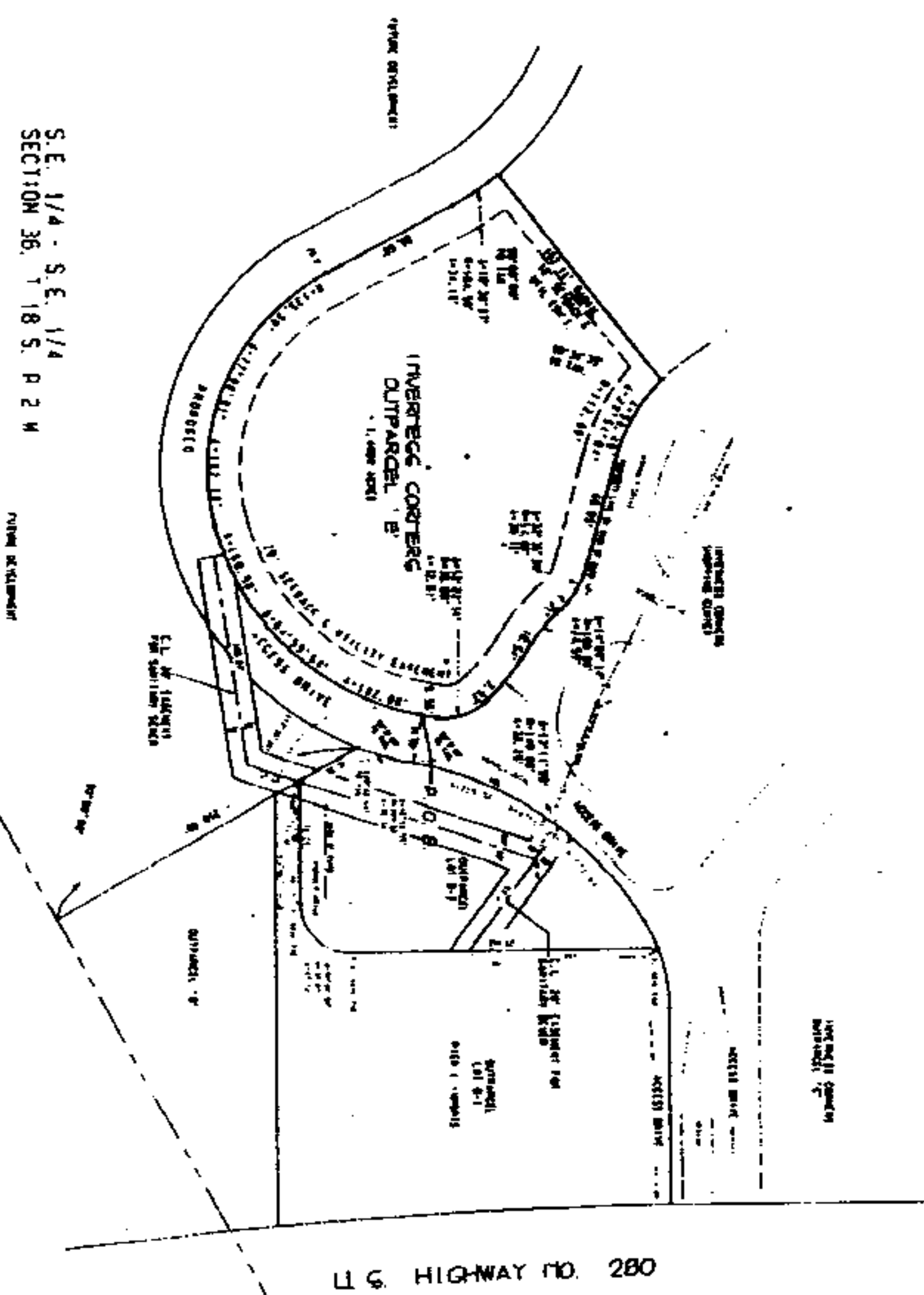
For the latter situation, several specific techniques of behavioral assessment and training, such as this manual, is a "cookbook" manual of two exactly what have been "found" and "what works" in the field at the time of writing. That the authors are a "cook" and "cookbook" rather than a "scientist" is not a criticism, with the caveat that the book should be read with a critical eye. The authors are not "scientists" in the traditional sense of the word, but they are "practitioners" in the sense that they are applying their knowledge to the field. The book is a "cookbook" in the sense that it provides a "recipe" for the reader to follow. The authors are not "scientists" in the traditional sense of the word, but they are "practitioners" in the sense that they are applying their knowledge to the field. The book is a "cookbook" in the sense that it provides a "recipe" for the reader to follow.

1. Name of the individual: [redacted]
2. Date of birth: [redacted]
3. Address: [redacted]
4. Contact information: [redacted]
5. Reason for request: [redacted]
6. Signature: [redacted]
7. Date: [redacted]

[illegible][illegible]

James W. Day
Barrett L. Matthews, JR. 4190057

12/7/25

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U.S. HIGHWAY NO. 280

EXHIBIT "A"

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PARAGON ENGINEERING, INC.
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INVERNESS CORNERS OUTPARCEL "E"

A part of the Southeast 1/4 of the Southeast 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of said 1/4-1/4 section and run North along the East line of said 876.66 feet; thence a deflection angle to the left of $90^{\circ}00'00''$ and run in a Westerly direction 210.00 feet to a point on a curve to the left, said curve being on the Southeasterly line of the access drive for Inverness Corners Shopping Center; thence a deflection angle right to the tangent of said point on curve and run in a Northwesterly direction along the arc of said curve 35.94 feet to a point; thence a deflection angle left of $90^{\circ}00'00''$ from the tangent of said point on curve and run in a Northwesterly direction 29.00 feet to a point on the Northwesterly line of said access drive, said point being on a curve to the right, having a radius of 160.50 feet and a central angle of $64^{\circ}59'54''$; thence a deflection angle left of $90^{\circ}00'00''$ to the tangent of said point on curve and run in a Southeasterly to Southwesterly direction along the arc of said curve and access drive 182.08 feet to a point of compound curve, said curve having a radius 135.50 feet and a central angle of $77^{\circ}00'01''$; thence run in a Southwesterly to Westerly direction along the arc of said curve and access drive 182.10 feet to the point of tangent; thence continue in a Westerly direction along said tangent 88.60 feet to the point of curve of a curve to the left, said curve having a radius of 184.50 feet and a central angle of $10^{\circ}36'27''$; thence continue in a Westerly to Southwesterly direction along the arc of said curve and access drive 34.16 feet to a point on said curve; thence an interior angle of $90^{\circ}00'00''$ from the tangent of said point on curve and run

EXHIBIT "A"

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in a Northwesterly direction 163.11 feet to a point on a curve to the left, said curve being on the Southeasterly line of the access drive behind Inverness Corners Shopping Center, said curve having a radius 112.00 feet and a central angle of $29^{\circ}54'04''$; thence an interior angle of $96^{\circ}34'35''$ and run to the right in a Northeasterly direction along the arc of said curve and access drive 58.45 feet to the point of tangent; thence continue in a Northeasterly direction along said access drive 65.95 feet to the point of curve of a curve to the right, said curve having a radius of 54.00 feet and a central angle of $32^{\circ}35'39''$; thence continue in a Northeasterly direction along the arc of said curve and access drive 30.72 feet to the point of tangent; thence continue in a Northeasterly direction along said tangent and access drive 4.21 feet to the point of curve of a curve to the left, said curve having a radius 100.00 feet and a central angle of $14^{\circ}05'14''$; thence continue in a Northeasterly direction along the arc of said curve and access drive 24.59 feet to the point of tangent; thence continue in a Northeasterly direction along said tangent and access drive 10.54 feet to the point of curve of a curve to the right, said curve having a radius 140.00 feet and a central angle of $13^{\circ}11'55''$; thence continue in a Northeasterly direction along the arc of said curve and access drive 32.25 feet to the point of tangent; thence continue in a Northeasterly direction along said tangent 2.93 feet to the point of curve of a curve to the right, said curve having a radius of 35.00 feet and a central angle of $53^{\circ}22'51''$; thence continue in a Northeasterly to Southeasterly direction along the arc of said curve and access drive 32.61 feet to the point of tangent; thence continue in a Southeasterly along said tangent and access drive 9.55 feet to the POINT OF BEGINNING. Contains 1.4000 acres, more or less.

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