

EXHIBIT B

STATE OF ALABAMA)
SHELBY COUNTY)

Inst # 2000-09747

03/27/2000-09747
02:06 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
17.00
004 HNS

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made and entered into as of the 10 day of NOVEMBER, 1999 by GREYSTONE DEVELOPMENT COMPANY, LLC, an Alabama limited liability company ("Developer"), and RICHARD G. WEILAND and wife, SHARON M. WEILAND ("Owner").

RECITALS:

Owner is the owner of that certain real property (the "Adjacent Saddle Creek Lot") situated in Shelby County, Alabama which is more particularly described as Lot 4A, according to the Survey of Saddle Creek Farms, as recorded in Map Book 14, Page 5 in the Office of the Judge of Probate of Shelby County, Alabama (the "Probate Office").

Developer desires to grant to Owner a permanent and perpetual driveway easement over, across, through and upon that certain real property (the "Easement Property") owned by Developer which is more particularly described in Exhibit A attached hereto and incorporated herein by reference.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer and Owner do hereby agree as follows:

1 Driveway Connection Rights.

(a) Subject to Owner's compliance with all of the terms and provisions of this Paragraph 1, Developer does hereby grant to Owner, for the benefit of the Adjacent Saddle Creek Lot, a permanent and perpetual easement appurtenant (the "Driveway Easement") over, across, through and upon the Easement Property for the purpose of providing vehicular and pedestrian ingress and egress to and from the Adjacent Saddle Creek Lot and that certain private roadway known as "Legacy Drive" which is shown and depicted on that certain subdivision plat entitled "Greystone Legacy, 1st Sector" recorded in Map Book 26 Page 794B in the Probate Office.

(b) The exercise of the Driveway Easement by Owner shall be subject to satisfaction of all of the following terms and conditions:

(i) Owner, at Owner's sole cost and expense, shall be solely responsible for constructing, operating, maintaining, repairing and replacing a driveway with appropriate storm drainage facilities (the "Driveway") over and across the Easement Property;

(ii) At such time as Owner commences use of any Driveway constructed on the Easement Property, Owner shall (1) subject and encumber the Adjacent Saddle Creek Lot with and to the terms, covenants, conditions, easements, restrictions,

changes and liens of the Greystone Legacy Declaration of Covenants, Conditions and Restrictions dated as of December 1, 1999 as recorded in the Probate Office, as amended from time to time (collectively, the "Declaration"); provided, however, that any and all improvements situated on the Adjacent Saddle Creek Lot at the time such Adjacent Saddle Creek Lot is subjected to and encumbered by the Declaration shall automatically be deemed to be in full compliance with all of the terms and provisions of the Declaration and (2) use best efforts to petition the City of Hoover, Alabama (the "City") and cause the Adjacent Saddle Creek Lot to be annexed into the City;

(iii) Any Driveway constructed on the Easement Property and the exercise of the Driveway Easement shall only benefit the Adjacent Saddle Creek Lot. Only one (1) driveway shall be constructed and maintained on the Easement Property and the Driveway shall serve no more than two (2) residences situated on the Adjacent Saddle Creek Lot; and

(iv) Without the prior written consent of Developer, which consent may be withheld by Developer in its sole and absolute discretion, Owner shall not (1) grant to any person or entity (other than the then owner of the Adjacent Saddle Creek Lot) any rights to cross or come upon the Adjacent Saddle Creek Lot in order to utilize the Driveway or Driveway Easement or (2) transfer or assign the Driveway Easement or any rights or interests therein to any other person or any other real property (other than to any subsequent owner of the Adjacent Saddle Creek Lot).

(c) Subject to the terms and provisions of Paragraphs 1(b) above which limit, restrict or prohibit the assignment of any of the rights granted pursuant to this Paragraph 1, the terms and provisions of this Paragraph 1 shall be binding upon and inure to the benefit of Developer, Owner and their respective heirs, executors, personal representative, successors and assigns.

2. Amendments. This Agreement may not be modified or amended except by a written instrument executed by Developer or the then owner of the Easement Property and the then owner(s) of the Adjacent Saddle Creek Lot.

IN WITNESS WHEREOF, Developer and Owner have executed this Agreement as of the day and year first above written.

**GREYSTONE DEVELOPMENT COMPANY,
LLC, an Alabama limited liability company**

By: DANIEL REALTY CORPORATION, an Alabama
corporation, Its Manager

By: 

Its: VICE-PRESIDENT


Richard G. Weiland


Sharon M. Weiland

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that M. Lewis Gwaltney, Jr., whose name as VICE-PRESIDENT of DANIEL REALTY CORPORATION, an Alabama corporation, as Manager of GREYSTONE DEVELOPMENT COMPANY, 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as Manager of said limited liability company.

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

Judith Ann Lawson
Notary Public

My commission expires: 2/17/2002

[NOTARIAL SEAL]

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Richard D. Weiland and wife, Sharon M. Weiland, whose names are signed to the foregoing instrument, and who are 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 this 15th day of November, 1999.

Barbara Cheryl Mann
Notary Public

My commission expires: MY COMMISSION EXPIRES DECEMBER 28, 2002

[NOTARIAL SEAL]

This instrument prepared by and upon recording should be returned to:

Stephen R. Monk, Esq.
Bradley Arant Rose & White LLP
2001 Park Place, Suite 1400
Birmingham, Alabama 35203
(205) 521-8429

EXHIBIT A

A 20-foot easement for ingress and egress exclusive to Lot 4A, according to the Survey of Saddle Creek Farms, as recorded in Map Book 14, Page 5 in the Office of the Judge of Probate of Shelby County, Alabama (the "Probate Office"), situated directly adjacent to the northwestern property line of Lot 149, according to the Survey of Greystone Legacy, 1st Sector as recorded in Map Book 26, Pages 79 A, B & C in the Probate Office, which said 20-foot easement is more particularly shown on the foregoing plat.

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