
EASEMENT AGREEMENT

THIS AGREEMENT made and entered into this 12th day of June, 2001, by and between M. M. Argo, Jr. and wife, Dorothy W. Argo (hereinafter collectively referred to as "Argo") and J. Thomas Holton, (hereinafter referred to as "Holton") as follows:

WITNESSETH:

Whereas, Argo owns in fee the property described in Exhibit "A" (the "Driveway Easement") attached hereto and made a part hereof; and

Whereas, Holton is purchasing the property described in Exhibit "B" ; and

Whereas, Argo has agreed to grant to Holton an non-exclusive easement and right-of-way across the property described in Exhibit "A" for the purpose of ingress and egress to and from Holton's property described in Exhibit "B."

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and conditions herein set forth, it is agreed by the parties as follows:

1. Argo hereby grants and conveys to Holton, and to his heirs and assigns, and to his tenants, customers, invitees, employees, and guests, a permanent non-exclusive easement for the free and uninterrupted passage of motor vehicles, farm equipment, horses and pedestrians over and across the property described in Exhibit "A" attached hereto. It is understood and agreed, however, that such Driveway Easement and means of ingress and egress shall be and shall remain private and specifically shall not be public driveways or roadways.

2. Argo and Holton agree that the Driveway Easement shall be maintained in good condition necessary to accommodate the uses and anticipated traffic. Argo will be responsible for the cost of maintaining the Driveway Easement in a good condition and safe for passage. Maintenance of the Driveway Easement shall include the provision for proper water drainage, and keeping the Driveway Easement clear of trash, debris, and obstructions. In the event Argo shall fail to properly maintain the Driveway Easement, Holton will have the right, but not the obligation, to perform or cause to be performed such maintenance activities at Holton's cost and expense. Argo will not be responsible for the construction or maintenance of any roads from the existing barn to the property described in Exhibit "B" or on the property described in Exhibit "B".

3. In the event Holton uses the Driveway Easement for construction activities, he will be responsible for the repair of any damage or unusual wear caused by such activities.

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4. As a condition and covenant of the Driveway Easement granted herein, Argo and Holton covenant and agree that neither Argo or Holton, or their heirs, successors, or assigns, or any of their affiliated entities, shall in any way be liable for any injury or damage whatsoever to persons or property which may result from Argo's or Holton's use of the Driveway Easement, and/or lack of safety, latent or patent, of the lane upon which said Driveway Easement herein is granted, and Argo and Holton, respectively, each assumes all risk of personal injury and death of their respective employees, and/or damage or injury to their respective properties and their respective employees from their use of said Driveway Easement.


5. The covenants and agreements herein contained shall be covenants running with the land and shall bind and inure to the benefit of Argo and Holton and their respective successors and assigns.


6. This agreement shall be governed by the laws of the State of Alabama.

7. This agreement shall be recorded at the expense of Holton.

IN WITNESS WHEREOF, Argo and Holton have set their hands and seals this 12th day of June, 2001.

 [SEAL]
M. M. Argo, Jr.

 [SEAL]
Dorothy W. Argo

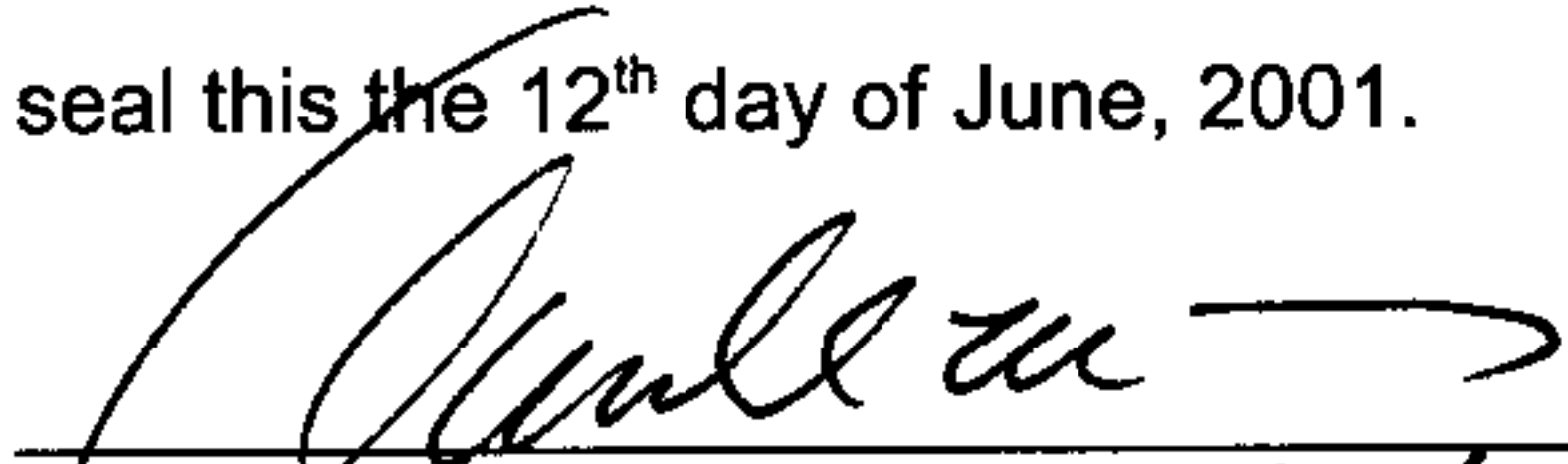
 [SEAL]
J. Thomas Holton

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **M. M. Argo, Jr., and wife, Dorothy W. Argo**, whose name is 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 the 12th day of June, 2001.

[NOTARIAL SEAL]



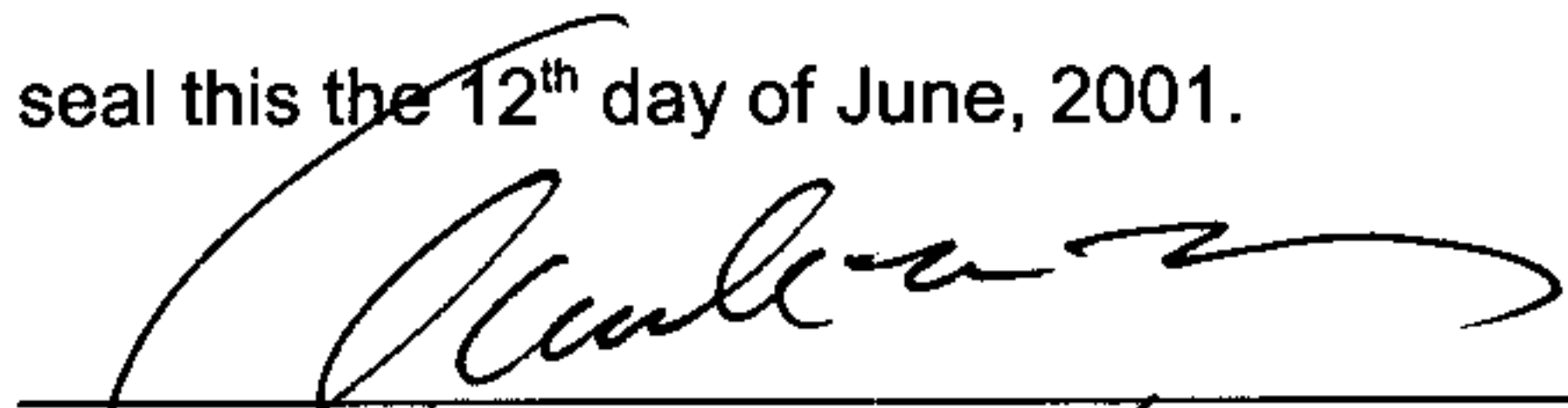
NOTARY PUBLIC
My Commission Expires: 12/28/2003

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **J. Thomas Holton**, 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 this the 12th day of June, 2001.

[NOTARIAL SEAL]



NOTARY PUBLIC
My Commission Expires: 12/28/2003

This Instrument was Prepared By:
Claude McCain Moncus, Esq.
Corley, Moncus & Ward, P.C.
400 Shades Creek Parkway
Suite 100
Birmingham, AL 35209

EXHIBIT "A" TO EASEMENT AGREEMENT

A twenty foot wide (20.0') access easement along an existing driveway, the centerline of which is described as follows:

Commence at the southeast corner of the southeast quarter of the northwest quarter of Section 11, Township 21 south, Range 2 west, Shelby County, Alabama and run thence North 00 41' 15" West along said east line of said quarter-quarter section a distance of 522.85' to a point; Thence run North 88 43' 15" West a distance of 55.33' to the point of beginning, on the centerline, of the easement being described; Thence run along the centerline of said existing driveway and the centerline of proposed 20.0' wide easement the next 26 courses

Thence run South 56 53' 33" West along centerline of easement a distance of 206.69' to a P.I. point; Thence run Thence run South 03 41' 22" East along centerline of easement a distance of 100.90' to a P.I. point; Thence run Thence run South 85 40' 07" West along centerline of easement a distance of 58.60' to a P.I. point; Thence run Thence run South 01 46' 39" West along centerline of easement a distance of 91.45' to a P.I. point; Thence run Thence run South 17 08' 42" West along centerline of easement a distance of 97.69' to a P.I. point; Thence run Thence run South 28 31' 29" West along centerline of easement a distance of 44.34' to a P.I. point; Thence run Thence run South 55 50' 03" West along centerline of easement a distance of 54.97' to a P.I. point; Thence run Thence run North 79 41' 34" West along centerline of easement a distance of 53.40' to a P.I. point; Thence run Thence run North 34 26' 11" West along centerline of easement a distance of 60.40' to a P.I. point; Thence run Thence run North 50 18' 26" West along centerline of easement a distance of 66.72' to a P.I. point; Thence run Thence run North 63 30' 31" West along centerline of easement a distance of 65.52' to a P.I. point; Thence run Thence run North 72 54' 55" West along centerline of easement a distance of 76.16' to a P.I. point; Thence run Thence run North 84 09' 29" West along centerline of easement a distance of 65.98' to a P.I. point; Thence run Thence run South 84 33' 16" West along centerline of easement a distance of 74.98' to a P.I. point; Thence run Thence run South 86 49' 40" West along centerline of easement a distance of 70.26' to a P.I. point; Thence run Thence run North 76 36' 21" West along centerline of easement a distance of 74.37' to a P.I. point; Thence run Thence run North 58 25' 53" West along centerline of easement a distance of 80.66' to a P.I. point; Thence run Thence run North 51 09' 40" West along centerline of easement a distance of 94.22' to a P.I. point; Thence run Thence run North 49 00' 02" West along centerline of easement a distance of 83.04' to a P.I. point; Thence run Thence run North 22 55' 45" West along centerline of easement a distance of 33.48' to a P.I. point; Thence run Thence run North 04 55' 00" East along centerline of easement a distance of 20.71' to a P.I. point; Thence run Thence run North 36 39' 31" East along centerline of easement a distance of 56.59' to a P.I. point; Thence run Thence run North 35 51' 51" East along centerline of easement a distance of 39.88' to a P.I. point; Thence run Thence run North 12 30' 24" West along centerline of easement a distance of 35.57' to a P.I. point; Thence run Thence run North 79 25' 30" West along centerline of easement a distance of 99.15' to a P.I. point; Thence run Thence run South 48 14' 50" West along centerline of easement a distance of 91.63' to a point in the centerline of Arabian Road and the end of required easement.

EXHIBIT "B"
TO
EASEMENT AGREEMENT

A part of the SE ¼ of the NW ¼ of Section 11, Township 21 South, Range 2 West, situated in Shelby County, Alabama, more particularly described as follows:

Beginning at the northeast corner of the southeast quarter of the northwest quarter of Section 11, Township 21 south, Range 2 west, Shelby County, Alabama and run thence North 87° 40' 31" West along the north line of said quarter-quarter section a distance of 1,322.60' to a found concrete monument corner representing the northwest corner of same said quarter-quarter; Thence run South 00° 31' 07" East along the west line of said quarter-quarter a distance of 463.72' to a set capped rebar corner; Thence run North 88° 04' 21" East a distance of 578.85' to a property corner in Bounds Lake; Thence run South 00° 31' 12" East within Bounds Lake a distance of 423.48' to a property corner within Bounds Lake; Thence run North 89° 31' 07" East a distance of 531.13' to a property corner within Bounds Lake; Thence run South 88° 43' 15" East a distance of 213.67' to a set capped rebar corner on the east line of said southeast quarter of the northwest quarter; Thence run North 00° 41' 15" West along said east line of said quarter-quarter a distance of 814.42' to the point of beginning,

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