

State of Alabama

Shelby County

EASEMENT AGREEMENT

("Access Road")

Inst. # 2001-33149
08/07/2001-33149
11:33 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MSB 17.50

This Easement Agreement made this date 5th day of June, 2001, by and between Stephen Hayes and Carolyn Hayes, (hereinafter "Grantors") and Douglas Joseph, George Dreher and Paul Dreher, (hereinafter "Grantees").

Agreement

Now, therefore, in consideration of \$1.00 and exchange of easements in hand paid by Grantees to Grantors, the receipt and sufficiency of which are hereby acknowledged. Grantors, to the extent of their right, title and interest, do hereby grant, bargain, sell, and convey unto Grantees, and their successors and assigns, the hereinafter described Easement;

SEE EXHIBIT "A"

To have and to hold to the said Grantees, their successors and assigns forever, for the benefit of the Grantees, subject to the following terms, conditions and reservations:

1. As a condition of granting this easement, Grantees agree that their land which adjoins Grantors land will only be used for single family estate development with no mobile homes, trailer parks, or industrial developments. The Grantees further agree that Grantors may establish a road connection at some point along their mutual property line in the future. These conditions are binding to Grantees and their heirs, successors and assigns.

2. The Easement, with respect to access, is for the benefit of the Grantees, their customers, guests and invites, and Grantees successors and assigns, and shall be used solely for purpose of ingress and egress to and from the Property.

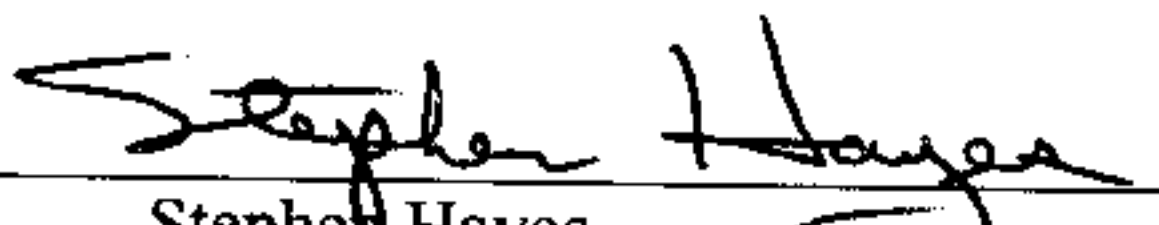
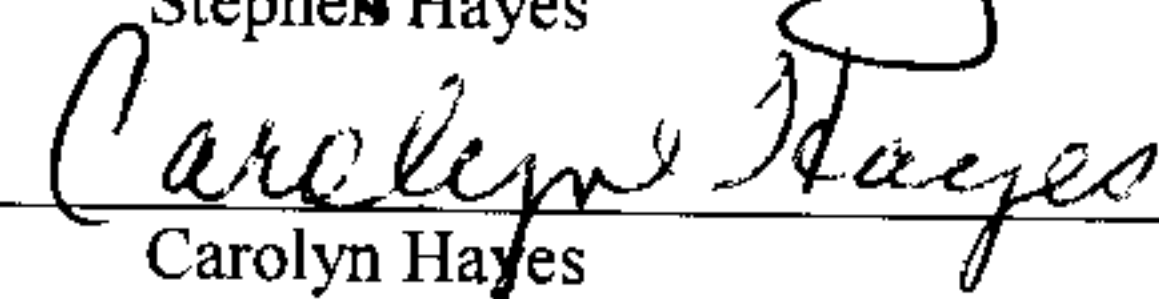
3. The Easement herein granted shall run with the land and shall be perpetual and non-exclusive.

This is not the homestead of the grantors.

4. The Easement, restrictions, benefits and obligations hereunder shall create mutual benefits and servitude running with the land. This Agreement shall bind and inure to the benefit of the parties hereto, their respective successors and assigns.

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

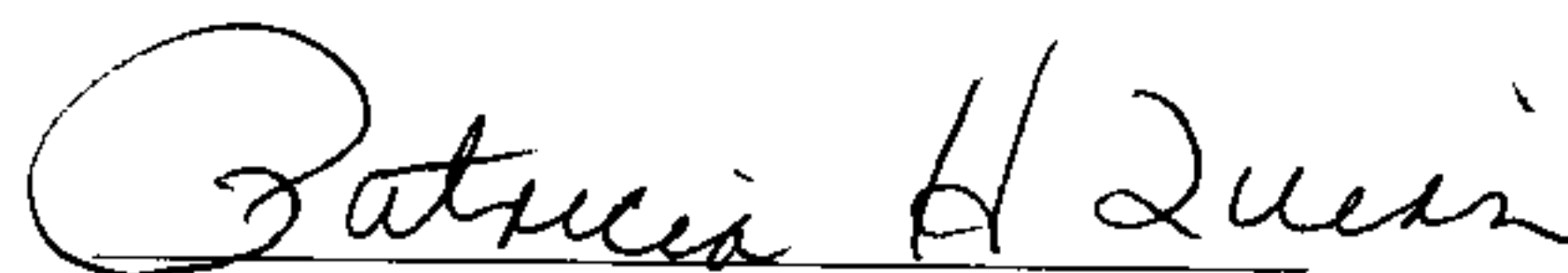
In Witness whereof, the parties hereto have caused this Agreement to be duly executed on the date first above written.


Stephen Hayes

Carolyn Hayes

State of Alabama)
)
Shelby County)

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Stephen Hayes and Carolyn Hayes are signed to the foregoing Easement Agreement, and who are known to me, acknowledge before me on this day, that being informed of the contents of the foregoing Easement Agreement, they executed the same voluntarily.

Given under my hand and official seal this 5th day of JUNE, 2001


Notary Public

[Seal]

MY COMMISSION EXPIRES JUNE 25, 2003

Exhibit "A"

From a 1.5" pipe accepted as the N. W. corner of the NE ¼-NE ¼ of Section 19, Township 20 South, Range 1 E., being the point of beginning of herein described easement, run thence South along the accepted West boundary of said NE ¼-NE ¼ a distance of 389.72 feet to the P.C. of a curve concave right having a delta angle of 17 deg. 58 min. 02 sec. and tangents of 95.26 feet; thence turn 171 deg. 00 min. 59 sec. left and run a chord distance of 188.18 feet to the P.C. of a curve concave left having a delta angle of 18 deg. 56 min. 26 sec. and tangents of 105.00 feet; thence turn 00 deg. 24 min. 42 sec. left and run a chord distance of 205.52 feet to a point on the North boundary of said NE ¼-NE ¼; thence turn 97 deg. 58 min. 17 sec. left and run 60.02 feet along the North boundary of said NE ¼-NE ¼ to the point of beginning of herein described easement, situated in the NE ¼-NE ¼ of Section 19, Township 20 South, Range 1 East, Shelby County, Alabama; being situated in Shelby County, Alabama.

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