

STATE OF ALABAMA)
COUNTY OF SHELBY)

EASEMENT AGREEMENT

This easement agreement made and entered into this the 24 day of May, 2002, by and between **DOUBLE OAK WATER RECLAMATION, LLC**, an Alabama Limited Liability Company (hereinafter referred to as "Grantor") and **BENSON PROPERTIES, LLC**, an Alabama Limited Liability Company (hereinafter referred to as "Grantee"):

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration in hand paid to the Grantor by Grantee, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant, bargain, sell, convey and warrant to the Grantee, its respective successors, agents, assigns, guests and invitees, a right of way and easement in perpetuity, with the right, privilege and authority to said Grantee, its respective successors, agents and assigns, for ingress, egress, utilities and parking on the following described land, situated in Shelby County, Alabama:

Exhibit "A" (the "Easement") is attached hereto and made a part hereof.

Further, there shall be a right of way for ingress and egress to, over and under the Easement at any and all times for the purpose of constructing, inspecting, maintaining, repairing, replacing, renewing or adding to the parking spaces, and for doing anything necessary, useful or convenient for the enjoyment and use of the Easement herein granted; and said Easement shall be used as a right of way for ingress and egress.

TO HAVE AND TO HOLD, unto the said **BENSON PROPERTIES, LLC**, an Alabama Limited Liability Company, its successors, agents and assigns, forever, subject to the following terms and conditions:

1. The grant of this Easement shall run with the land and shall be binding on and shall inure to the benefit of the parties hereto, its successors, agents and assigns.

2. Grantor is the owner of Lot 6, according to the map and survey of The Shoppes at the Corners, Phase 2, as recorded in Map Book 26, Page 89 in the Office of the Judge of Probate of Shelby County, Alabama ("Lot 6"). The Easement is situated within a portion of said Lot 6 and Grantor intends hereby to retain fee simple title to Lot 6 and the Easement, subject only to the terms and provisions hereof and other matters of record. Grantor, for itself and its successors and assigns, reserves hereby the right of full use and enjoyment of the Easement in common with Grantee and the right to use the Easement for the unobstructed ingress and egress to said Lot 6 in its entirety. Grantee shall not obstruct, interfere with, limit or otherwise deny the pedestrian or vehicular access

to Lot 6 or the use and enjoyment of the Easement by Grantor, and its successors, assigns, agents, employees, guests and invitees.

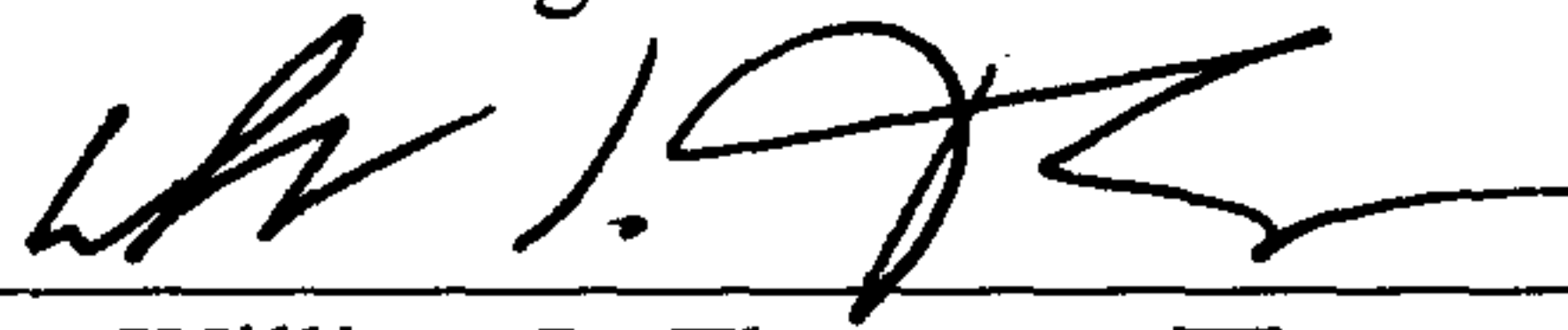
3. Grantee hereby covenants and agrees that Grantee, and/or its successors and assigns, shall have the full and sole responsibility and obligation for the maintenance and repair of the Easement and any and all improvements situated within the Easement so long as the Easement and parking area are only constructed of gravel or crushed stone. Grantee agrees to keep the Easement in good repair for the benefit of Grantor and Grantee and their respective successors, assigns, agents, employees, guests and invitees. If the Grantor, its successors or assigns seeks to upgrade the Easement or parking area to asphalt or other hard surfacing, the maintenance and repair of the Easement shall be shared equally between Grantor and Grantee, their successors or assigns.

Together with and subject to the rights, easements, privileges and appurtenances in and to said lands which may be required for the full enjoyment of the rights herein granted.


IN WITNESS WHEREOF, **DOUBLE OAK WATER RECLAMATION, LLC**, by its Manager, South Edge, Inc., by its Vice President, William L. Thornton, III and **BENSON PROPERTIES, LLC**, by its Manager, Richard W. Benson, have caused this Easement Agreement to be executed this the 24 day of May, 2002.

DOUBLE OAK WATER RECLAMATION, LLC
BY: SOUTH EDGE, INC.

Its Manager

By: 
William L. Thornton, III
Its: Vice President

BENSON PROPERTIES, LLC

By: 
Richard W. Benson
Its: Manager

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that William L. Thornton, III, whose name as Vice President of South Edge, Inc., an Alabama Corporation, which is Manager of **DOUBLE OAK WATER RECLAMATION, 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 the above and foregoing 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 of office this the 24th day of May, 2002.


Notary Public

My Commission Expires: 6-5-2003

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Richard W. Benson, whose name as Manager of **BENSON PROPERTIES, 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 the above and foregoing instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal of office this the 28th day of May, 2002.


Notary Public

My Commission Expires: 6-5-2003

EXHIBIT "A"

An easement situated in the Northwest quarter of the Southwest quarter of Section 27, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of Lot 4, The Shoppes at the Corners, Phase II, as recorded in Map Book 26, Page 89 in the Office of the Judge of Probate, Shelby County, Alabama; thence run in a Westerly direction along the South line of said Lot 4 for a distance of 33.18 feet to the point of beginning; thence continue along last stated course for a distance of 108.40 feet to a point; thence turn an angle to the left of 41 degrees, 22 minutes, 40 seconds and run in a Southwesterly direction along the South line of said Lot 4 for a distance of 157.39 feet to a point; thence turn an angle to the right of 41 degrees, 22 minutes, 40 seconds and run in a Northwesterly direction along the South line of said Lot 4 for a distance of 45.39 feet to a point on a curve to the right, having a central angle of 40 degrees, 15 minutes, 55 seconds and a radius of 115.00 feet; thence run in a Northwesterly direction along the Southwest line of said Lot 4 and also along the arc of said curve for a distance of 80.82 feet to a point; thence run tangent to last stated curve in a Northwesterly direction along the Southwest line of said Lot 4 for a distance of 39.70 feet to a point on a curve to the right, having a central angle of 49 degrees, 05 minutes, 25 seconds and a radius of 115.00 feet; thence run in a Northwesterly direction along the arc of said curve and also along the Southwest line of said Lot 4 for a distance of 98.53 feet to a point; thence run tangent to last stated curve along the West line of said Lot 4 in a Northwesterly direction for a distance of 156.16 feet to a point on a curve to the right, having a central angle of 31 degrees, 45 minutes, 46 seconds and a radius of 115 degrees; thence run along the arc of said curve in a Northwesterly to Northeasterly direction and along the Northwest line of said Lot 4 for a distance of 63.75 feet to a point; thence run tangent to last stated curve in a Northeasterly direction along the Northwest line of said Lot 4 for a distance of 56.98 feet to a point on the Southwest right-of-way line of Chelsea Corners Way, in said The Shoppes at the Corners, Phase II; thence turn an angle to the left of 90 degrees, 00 minutes, 00 seconds and run in a Northwesterly direction along the Southwest right-of-way line of said Chelsea Corners Way for a distance of 30.00 feet to the Easternmost corner of Lot 3, in said The Shoppes at the Corners, Phase II; thence turn an angle to the left of 90 degrees, 00 minutes, 00 seconds and run in a Southwesterly direction along the East line of said Lot 3 for a distance of 56.98 feet to a point on a curve to the left, having a central angle of 31 degrees, 45 minutes, 46 seconds and a radius of 145.00 feet; thence run in a Southwesterly to Southeasterly direction along the arc of said curve and also along the East line of said Lot 3 for a distance of 80.38 feet to a point; thence run tangent to last stated curve in a Southeasterly direction along the East line of said Lot 3 for a distance of 156.16 feet to a point on a curve to the left, having a central angle of 49 degrees, 05 minutes, 25 seconds and a radius of 145.00 feet; thence run in a Southeasterly direction along the arc of said curve and also along the Southeast line of said Lot 3 for a distance of 124.24 feet to a point; thence run radial to last stated curve in a Southwesterly direction along the Southeast line of said Lot 3 for a distance of 8.35 feet to a point on the Northeast right-of-way line of CSXT Railroad; thence turn an angle to the left of 89 degrees, 57 minutes, 27 seconds and run in a Southeasterly direction along the Northeast right-of-way line of said CSXT Railroad for a distance of 129.32 feet to a point; thence turn an angle to the left of 43 degrees, 08 minutes, 35 seconds and run in a

EXHIBIT "A" continued

Northeasterly direction for a distance of 303.12 feet to a point; thence turn an angle to the left of 87 degrees, 09 minutes, 53 seconds and run in a Northwesterly direction for a distance of 149.00 feet to the point of beginning; said easement containing 49,789 square feet, more or less.