

STATE OF ALABAMA)
SHELBY COUNTY)

ENCROACHMENT EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 8 day of March, 2002, by and between GENESIS GROUP, L.L.C., (hereinafter "Genesis") and DAVID P. PRITCHARD and CELIA H. PRITCHARD, (hereinafter "Pritchard").

W I T N E S S E T H

WHEREAS, Genesis is the owner of the property described as follows:

Lot 201, according to the Survey of The Woodlands, Sector 2, 4 & 5, as recorded in Map Book 29, page 99, in the Probate Office of Shelby County, Alabama.

known hereinafter as "Lot 201".

WHEREAS, Pritchard is the owner of the property adjacent to Lot 201, described as follows:

Lot 16, according to the Survey of The Woodlands, Sector 1, as recorded in Map Book 27, Page 63, in the Probate Office of Shelby County, Alabama.

known hereinafter as "Lot 16", as shown on that Survey by The Sommerville Group, Inc., dated April 26, 2001 and attached hereto and incorporated herein as Exhibit "A".

WHEREAS, the Survey shown on Exhibit "A" discloses that a portion of the driveway for Lot 16 is located on Lot 201.

NOW THEREFORE, in consideration of the premises, Ten Dollars (\$10.00) in hand paid by Pritchard to Genesis and other good and valuable consideration, the parties covenant and agree as follows:

1. Pritchard, their heirs, executors, successors and assigns, hereby disclaims any title or interest in any portion of Lot 201 by reason of said encroachment.
2. Genesis hereby grants unto Pritchard, their heirs, executors, successors and assigns, a permanent easement over Lot 201 at the site of the encroachment for the purpose of using and maintaining the portion of the driveway which is located thereon.
3. Pritchard, their heirs, executors, successors and assigns, covenant and agree that should said portion of the driveway on Lot 201 be removed by Pritchard, their heirs, executors, successors and assigns, at any time, all rights granted under this Agreement shall immediately become null and void.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals, the day and year first above written.

David P. Pritchard
DAVID P. PRITCHARD

Celia H. Pritchard
CELIA H. PRITCHARD

GENESIS GROUP, L.L.C.

BY: J. Dan Taylor
J. DAN TAYLOR, MEMBER

BY: John Crawford
JOHN CRAWFORD, MEMBER

ACKNOWLEDGEMENTS ON NEXT PAGE

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that J. DAN TAYLOR & JOHN CRAWFORD, whose names as Members of Genesis Group, L. L. C., 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, as such members, and with full authority, executed the same voluntarily, as an act of said limited liability company, acting in their capacity as aforesaid.

Given under my hand and official seal, this the 8th day of March, 2002.

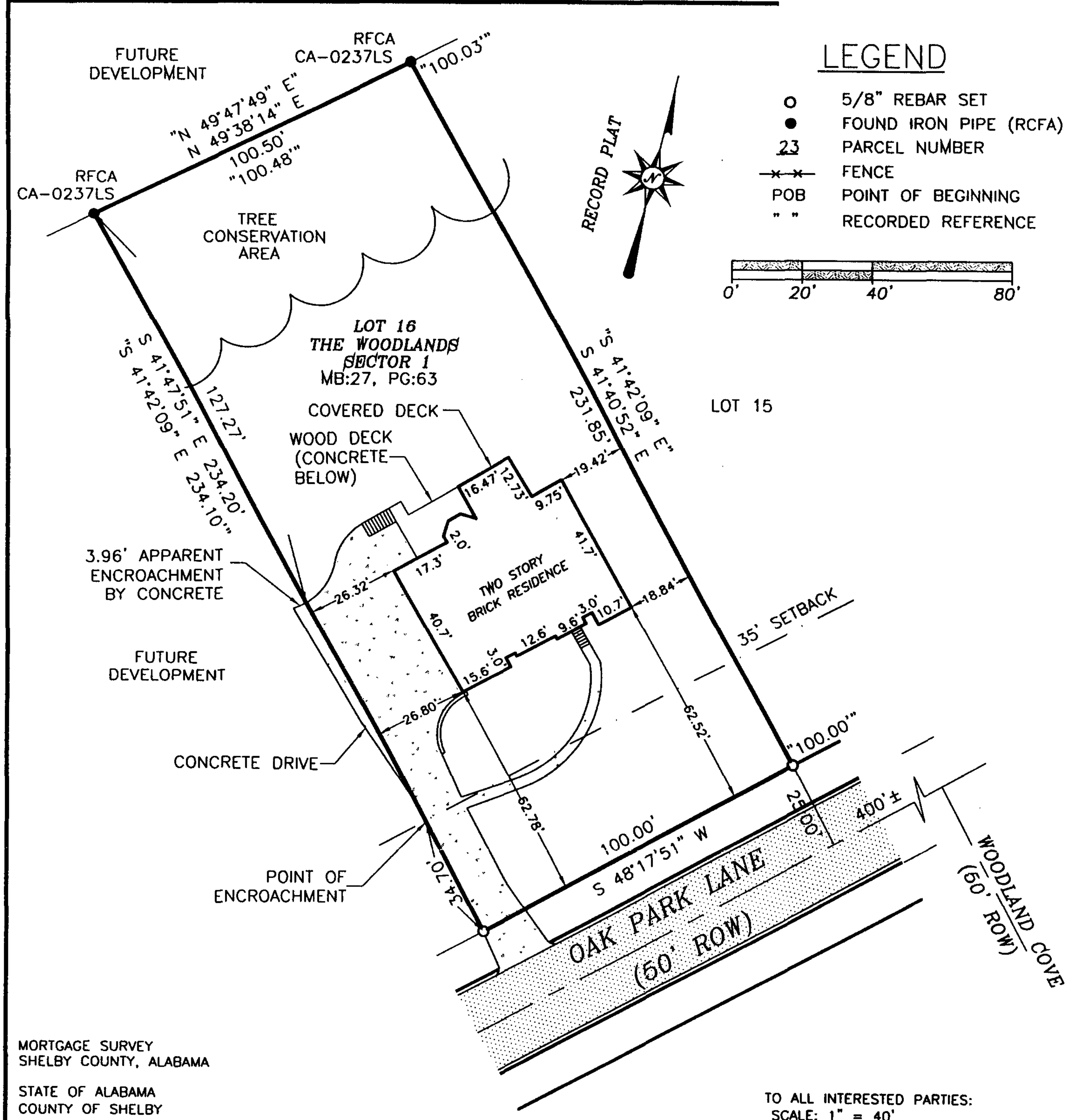
Carla Martin Kirk
NOTARY PUBLIC
My Commission Expires: 5/30/05

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that David P. Pritchard and Celia H. Pritchard, 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 the 18 day of March, 2002.

Angelo J. Kuti
NOTARY PUBLIC
My Commission Expires: 9-9-02



MORTGAGE SURVEY
SHELBY COUNTY, ALABAMA

STATE OF ALABAMA
COUNTY OF SHELBY

This is to state that on the 23rd day of April, 2001, I, W.H. Sommerville, III., Alabama Registered No. 19753 made an accurate survey which substantially meets the requirements of the minimum technical standards for the State of Alabama of the following described Property:

Lot 16, The Woodlands, Sector 1, as recorded in Map Book 27, Page 63 in the Office of the Judge of Probate, Shelby County, Alabama.

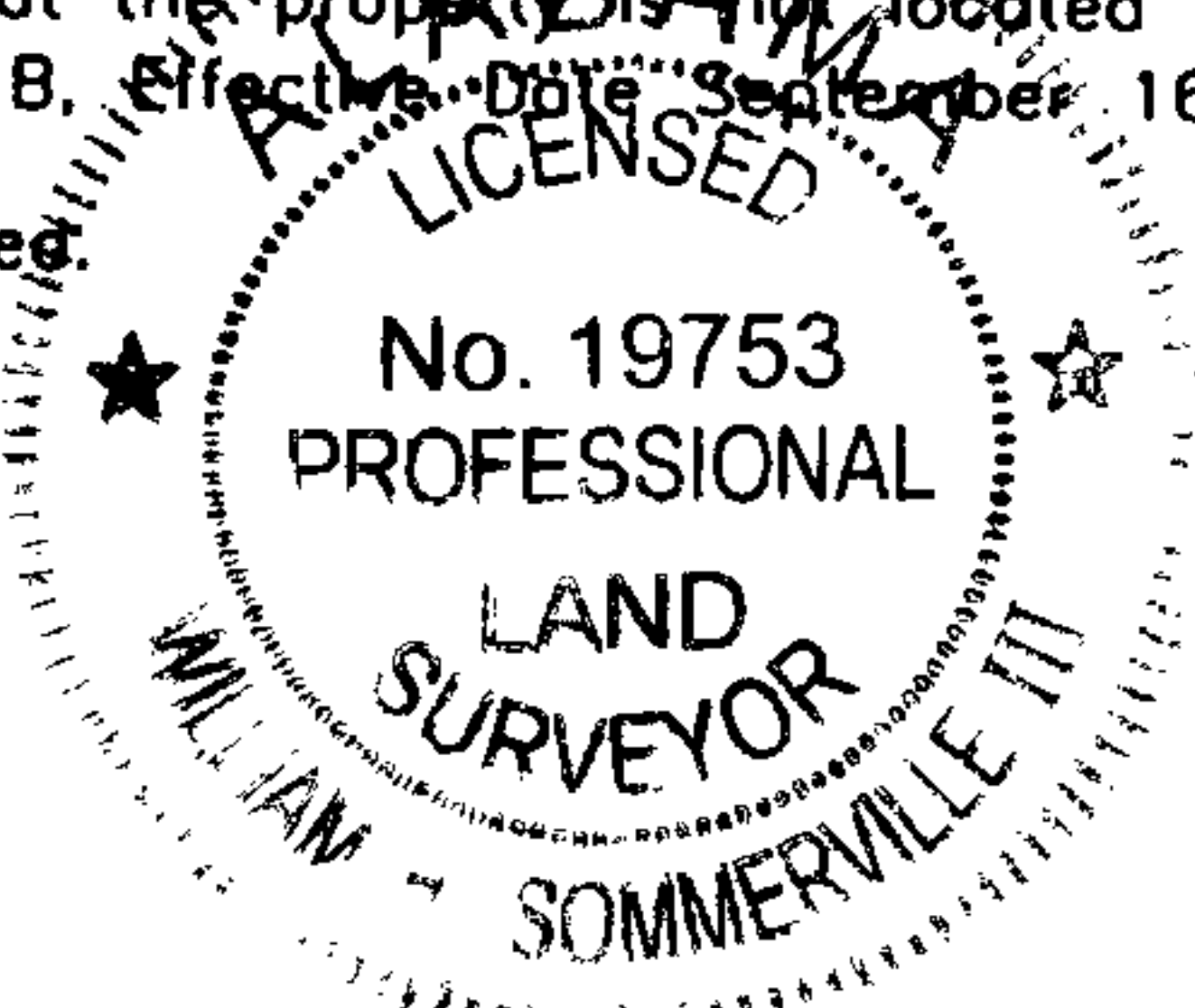
That there are no rights-of-way, easements, joint driveways or encroachments, over or across said land, visible on the surface or shown on recorded map, except as shown; that this survey shows the improvements located on said property; and that there are no electrical or telephone wires, (excluding wire which serve the premises only), or structures or supports thereof, including poles, anchors and guy wires, on or over said property, except as shown; and that the property is not located in a special flood hazard area and is shown in Zone "C" on Flood Insurance Rate Map #010191 0065 B, Effective Date September 16th, 1982.

Note: No title or abstract research was performed by the undersigned.

GIVEN UNDER MY HAND AND SEAL, this the 30th day of April, 2001.

William H. Sommerville III

W.H. Sommerville, III.
Alabama Registered No. 19753



The Sommerville Group, Inc.
Engineers * Surveyors * Planners * Consultants
2320 7th Avenue South
Birmingham, Alabama 35233
Office: (205) 262-6986 Fax: (205) 320-1604

REVISIONS		
NO.	DESCRIPTION	DATE

PROJECT NO. 01-014			
TYPE OF SURVEY MORTGAGE			
CLIENT NEW CASTLE 433 HIGHWAY 13 HELENA, AL 35080			
DATE: 04/25/01	DRAWN: TFP	CHKD: MTP	SCALE: 1:40