

STATE OF ALABAMA}
SHELBY COUNTY}

WEAVER CREEK ROAD AGREEMENT

WHEREAS, the hereinafter non-exclusive 60 foot roadway (hereinafter "the Road") described on Exhibit "A" attached hereto has been established for the purpose of providing ingress, egress and utilities to various properties owned by L. Doug Joseph, Kathy A. Joseph, J. Anthony Joseph, Martha B. Ferguson, Donnie Gene Ramey and Donna Jean Ramey, Roney Desormeaux, Debra A. and William McGrady, and Edna Shirley and future purchasers of the property to be known as Weaver Creek Farms;

WHEREAS, the road as it presently exists crosses the property owned by L. Doug Joseph and wife, Kathy A. Joseph, J. Anthony Joseph, a married man, and Martha B. Ferguson, an unmarried woman (hereinafter the "Present Owners") and said parties have heretofore paid to have the road surveyed, constructed, graded and maintained;

WHEREAS, the Present Owners of the property described as Exhibit "B" desire to have a non-exclusive easement with easement rights for their use and benefit in the development of their respective properties;

WHEREAS, it is necessary that a fund be established for the purpose of the upkeep of the road, entrance and easement, and that Kathy A. Joseph and Martha B. Ferguson shall be appointed to maintain the road in its present condition, but if additional improvements are needed, all parties will be notified of a meeting to discuss the improvements and a majority of the above owners shall prevail as to the type of improvements to be performed. A 10 days notice by U.S. Mail to the last known address of the parties, with the time and place of the meeting, will be given to each party having an interest in the use and benefit of the road;

WHEREAS, when additional property is sold in said Weaver Creek Farms, being described as Exhibit "B" attached hereto, before the property is conveyed, the new owner is required to join in this Agreement for the purpose of agreeing to the terms and conditions of the use of said non-exclusive easement.

NOW, THEREFORE, in consideration of \$1.00 and the use of the above described non-exclusive easement, to be known as Weaver Creek Farms Trail, we do hereby agree to the following terms and conditions:

1. The above described easement for the benefit of the undersigned parties, their customers, guests and invitees, and their heirs, successors and assigns and shall be used solely for the purpose of ingress, egress and installation of utilities to and from the property of the respective parties to this agreement and any future parties owning land in Weaver Creek Farms.
2. The easement herein set out shall be a covenant and run with the land of the present owners hereinabove named and subsequent owners, and their respective heirs, successors and assigns. and it shall be perpetual and non-exclusive.
3. 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 thereto, their respective heirs, successors and assigns.
4. Each party to this agreement shall pay an initial assessment at the time of purchase of \$1,000.00 and a yearly assessment of \$10.00 per acre, payable on or before the 15th day of January each year for the maintenance and upkeep of said road,

entrance and any other costs as determined by Owners. Should additional improvements, including road repair, upgrades, common fencing, gates or the like, become necessary or agreed upon by the majority of the owners before any work is commenced, then each person having an interest in said easement shall pay a pro rata share of the expense, depending on the amount of property owned by that individual.

5. A majority of the Owners may agree to place a lien on the property any party, who fails to comply with the terms and conditions, including payment of assessment, and the same shall be subject to having said lien filed against their property at the Shelby County Probate Office.
6. Any damage to said easement that might occur as a result of Owner's construction shall be corrected by the owner of the parcel whose house/barn/lake, etc is being constructed, at their expense. Time of repair will be of essence.
7. For the mutual benefit of all parties to this agreement, a liability insurance policy shall be purchased and paid for yearly from the proceeds hereinabove collected.
8. Any of the above named beneficiaries of the Road may agree to join in this Weaver Creek Road Agreement and become a party thereto for their heirs, successors and assigns.
9. This Agreement shall be perpetual and shall constitute a covenant running with the land and shall be binding upon the present and subsequent owners, their heirs, executors, successors and assigns.

Executed this 30th day of October, 2003.

L. Doug Joseph

L. Doug Joseph

By: Kathy A. Joseph, As Attorney in Fact

Kathy A. Joseph

Kathy A. Joseph

J. Anthony Joseph

J. Anthony Joseph

Martha B. Ferguson

Martha B. Ferguson

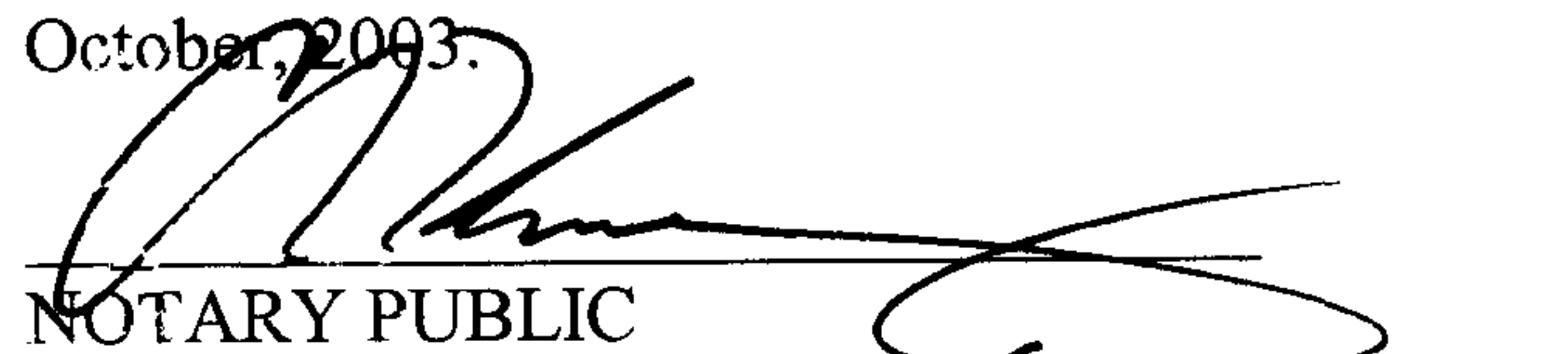
Edna Shirley

Edna Shirley

STATE OF ALABAMA)
 :
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that Kathy A. Joseph and Martha B. Ferguson and Edna Shirley, whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the Instrument they executed the same voluntarily on the day the same bears date.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 30th day of October, 2003.




NOTARY PUBLIC
My Commission Expires: 6-5-2007

STATE OF ALABAMA}
COUNTY OF JEFFERSON}

I, the undersigned, a Notary Public, in and for said county and in said state, hereby certify that Kathy A. Joseph, whose name as Attorney in Fact for L. Douglas Joseph, under that certain Durable Power of Attorney recorded on January 24, 1995, in Instrument No.1995-01915, in the Probate Office of Shelby County, Alabama, is signed to the foregoing conveyance/instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance/instrument, she, in capacity as such Attorney in Fact, executed the same voluntarily on the day the same bears date.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 30th day of October, 2003.

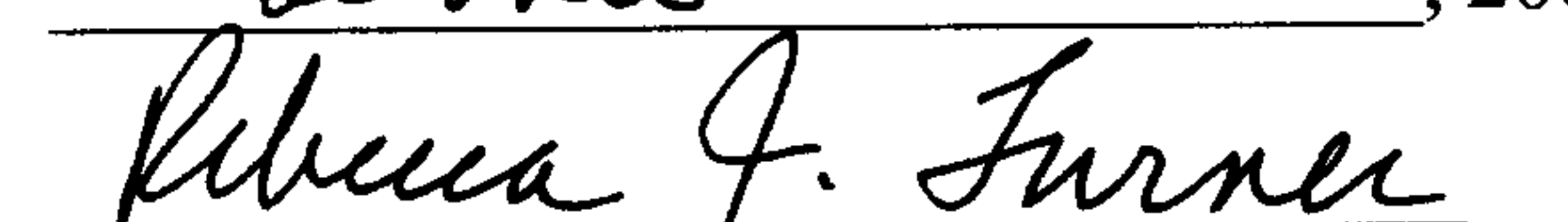


NOTARY PUBLIC
My commission expires: 6-5-2007

STATE OF ALABAMA)
 :
COUNTY OF)

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that J. Anthony Joseph, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the Instrument, he executed the same voluntarily on the day the same bears date.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 30th day of October, 2003.



NOTARY PUBLIC
My Commission Expires: 11-5-05

EXHIBIT "A"

Also a 60 foot non-exclusive easement for ingress, egress and utilities more particularly described as follows: From a railroad rail at the Southeast corner of the NW 1/4 of the NE 1/4 of Section 26, Township 20 South, Range 1 West, being the point of beginning of the centerline of herein described 60 foot easment for ingress, egress and utilities, said point being in the center of a 100 foot radius cul-de-sac, run thence North along the East boundary of said NW 1/4 of the NE 1/4 and said easement centerline, a distance of 1323.46 feet to a 1/2" rebar at the Northeast corner of said NW 1/4 of the NE 1/4; thence turn 91 degrees 10 minutes 25 seconds left and run 953.04 feet along the North boundary of said NW 1/4 of the NE 1/4 and easement centerline to the P.C. of a curve concave right, having a delta angle of 08 degrees 34 minutes 23 seconds and tangents of 100.00 feet; thence turn 04 degrees 17 minutes 12 seconds right and run a chord distance of 199.44 feet to the P.T.; thence turn 04 degrees 17 minutes 12 seconds right and run 511.75 feet along said easement centerline to the P.C. of a curve concave left, having a delta angle of 20 degrees 39 minutes 57 seconds and tangents of 100.00 feet; thence turn 10 degrees 19 minutes 59 seconds left and run a chord distance of 196.78 feet to the P.T.; thence turn 10 degrees 19 minutes 59 seconds left and run 300.84 feet along said easement centerline to a point; thence turn 11 degrees 32 minutes 19 seconds right and run 341.21 feet along said easement centerline to a point; thence turn 18 degrees 32 minutes 13 seconds left and run 210.74 feet along said easement centerline to a point; thence turn 17 degrees 40 minutes 19 seconds right and run 632.39 feet along said easement centerline to a point of termination on the Easterly boundary of Shelby County Road #47 ; being identified as Easement "A" on survey of Hickey Land Surveying, Inc. dated October 23, 2002.

EXHIBIT "B"

The SW 1/4 of the SE 1/4, and the W 1/2 of the SE 1/4 of the SE 1/4;
all in Section 23, Township 20 South, Range 1 West;

Also the N 1/2 of the NE 1/4 and the SE 1/4 of the NE 1/4; all in
Section 26, Township 20 South, Range 1 West;

All being situated in Shelby County, Alabama.