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This Instrument was prepared by:

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Birmingham, AL 35244  
205-987-7210

STATE OF ALABAMA )  
COUNTY OF SHELBY )

AGREEMENT TO GRANT TEMPORARY EASEMENT

This agreement is made and entered into this the <sup>23<sup>rd</sup></sup> day of FEBRUARY, 2004, by and between, JOSEPH J. PUCCIO AND MARY PUCCIO hereinafter collectively referred to as Grantor and RIVERWOODS PROPERTIES, LLC, an Alabama Limited Liability Company, hereinafter referred to as Grantee.

WHEREAS, Grantor JOSEPH J. PUCCIO AND MARY PUCCIO has contracted to purchase from Grantee, RIVERWOODS PROPERTIES, LLC the following described real estate situated in Shelby County, Alabama, free and clear of all liens, encumbrances, restrictions, and right-of-ways of record, except as set out herein, to-wit:

LOT 301A ACCORDING TO THE FINAL PLAT OF RIVERWOODS THIRD SECTOR RESURVEY AS RECORDED IN MAP BOOK 31, PAGE 132 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA;

and

WHEREAS, per the executed residential lot contract, as a condition of purchase Grantee desires to maintain a temporary easement for ingress and egress for development purposes across said lot being purchased by JOSEPH J. PUCCIO AND MARY PUCCIO. Said easement is defined by the construction road that is currently used by the Grantee for development purposes. The easement shall allow Grantee to continue to use existing construction road for development purposes only.

NOW, THEREFORE, in consideration of the covenants and promises herein set forth and other good and valuable consideration, the Grantor, their heirs and assigns, do hereby grant unto the Grantee, its successors and assigns, a temporary means of ingress and egress, easement, and right-of-way, over, on, under, upon, and across the hereinafter described lands of the Grantor situated in Shelby County, Alabama, for use as a construction road. Easement shall terminate upon the first to occur of 1) development of the subdivision is complete, 2) mutual agreement of all parties or 3) FEBRUARY 30, 2009;

Said right-of-way and easement being situated in Shelby County, Alabama and is further described as follows, to-wit:

The construction road as existing on FEBRUARY 23, 2004 as shown per attached Exhibit A.

It is understood that said easement or right of way is so given upon the express understanding and condition that the same may be used in conjunction with the use of the Grantor, their heirs, assigns and tenants; also that the Grantor, their heirs, assigns and tenants will be in no way bound to construct the easement or to keep the same in repair; nor does the Grantor, their heirs or assigns, assume any liability or responsibility to the Grantee, its agents, employees, assigns, or any person using said easement by invitation expressed or implied, or otherwise, and Grantee agrees to indemnify, defend and hold harmless the Grantor from any and all claims and damages arising out of the use of the easement by Grantee, its agents, employees, assigns or any person using said easement by invitation from Grantee, express or implied.

To Have and to Hold the same unto the said Grantee and its assigns for the uses and purposes for which said land is granted.

In Witness Whereof, the said JOSEPH J. PUCCIO AND MARY PUCCIO and whose name as SEC OF PZ, INC MANAGING MEMBER of RIVERWOODS PROPERTIES, LLC, an Alabama Limited Liability Company, have hereunto set their hands and seals on this the 23rd day of FEBRUARY, 2004.

RIVERWOODS PROPERTIES, LLC

By:   
JILL HUBBARD, SEC OF PZ,  
INC MANAGING MEMBER

  
JOSEPH J. PUCCIO

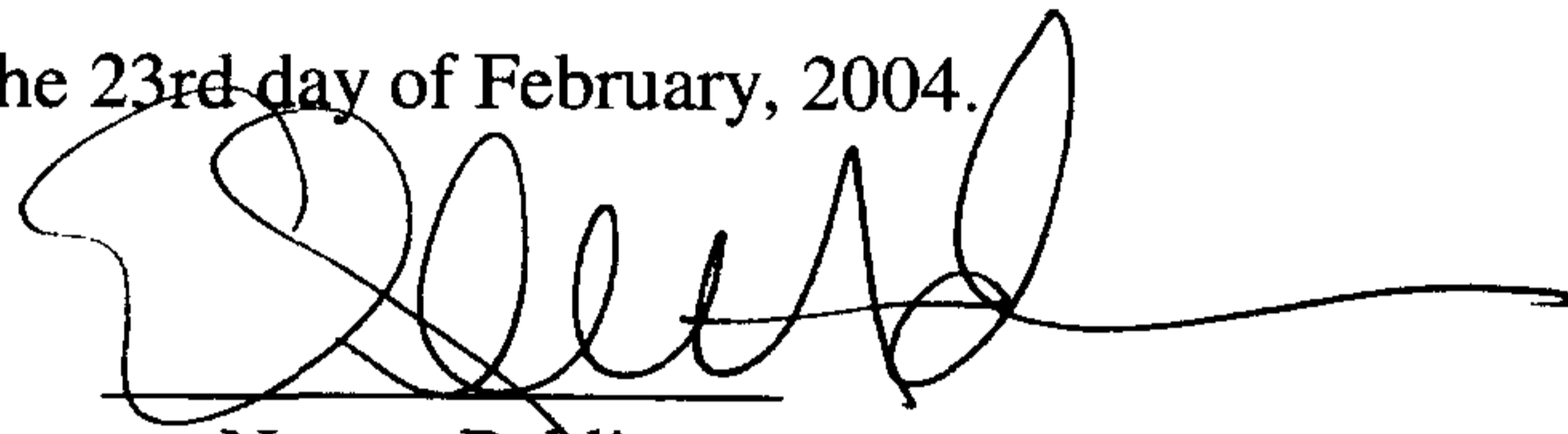
  
MARY PUCCIO

STATE OF ALABAMA)  
COUNTY OF SHELBY)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that JILL HUBBARD, whose name as SEC OF PZ, INC MANAGING MEMBER of RIVERWOODS PROPERTIES, LLC, an Alabama Limited Liability Company, 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 conveyance, he or she, 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 this the 23<sup>rd</sup> day of February, 2004.



Notary Public

My commission expires: 10-2-05

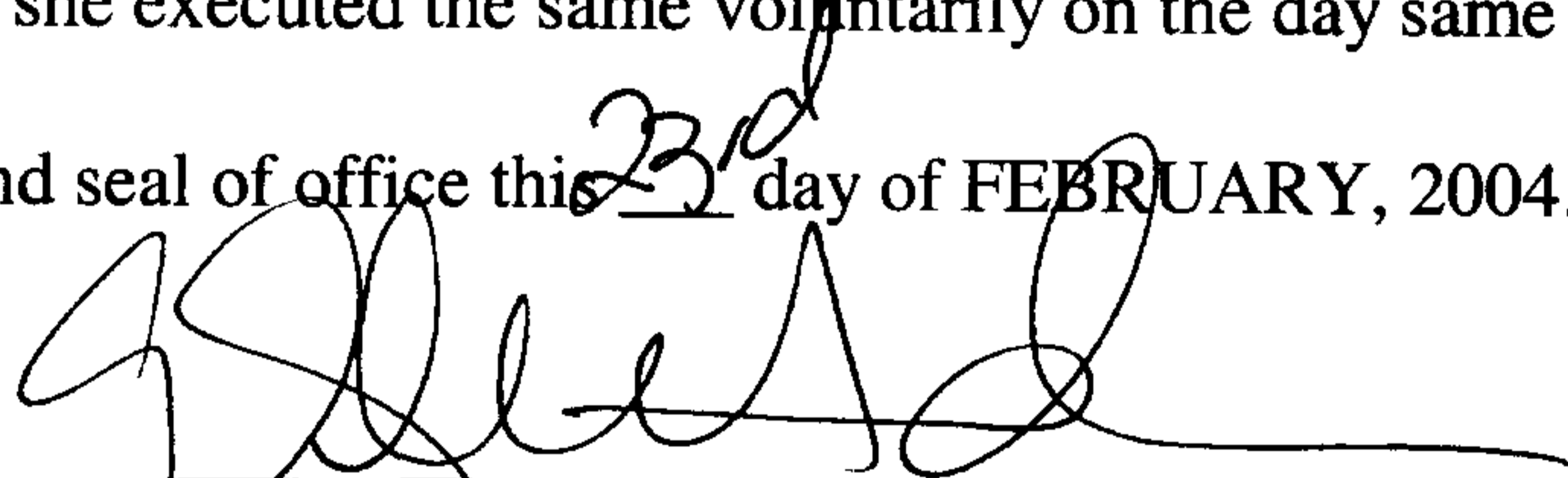
INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF SHELBY)

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

Given under my hand and seal of office this 23<sup>rd</sup> day of FEBRUARY, 2004.



Notary Public

My commission expires: 10-2-05

**This instrument was prepared without the benefit of a title search or a survey of the easement granted herein.**