

STATE OF ALABAMA}  
SHELBY COUNTY}

### EASEMENT AGREEMENT

WHEREAS, the hereinafter exclusive Easement (hereinafter "the Easement") described on Exhibit "A" attached hereto has been established for the purpose of providing ingress, egress and utilities to various properties owned by Ronald E. Epstein and wife, Marian S. Epstein, Jo Ann Maxwell and husband, Felix Neil Maxwell, Leslie B. Siegelman and wife Jacqueline C. Siegelman, Brian G. Giattina, an unmarried man, Walter Zieverink III, a married man, David Zieverink, a married man, William W. Walker IV, a married man, Charlotte Brown Walker, a married woman, James M. Burnett, Jr. and wife, Brenda D. Burnett, and Yasuhiko Oyama, a married man and future purchasers of the property.

The Easement described herein does not constitute the homestead of any of the Grantors of the Present Owners.

WHEREAS, the Easement as it presently exists crosses the property owned by the owners listed above (hereinafter the "Present Owners") and said parties have heretofore paid to have the Easement surveyed, constructed, graded and maintained;

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES and mutual benefits of the Present Owners, all Present Owners, their heirs and assigns do hereby agree to maintain the Easement for access and utilities in equal shares. Each owner(s) of a building site or parcel shall be deemed to own a share. All parties will be notified by Ronald E. Epstein or the designated representative of the property owners elected at an annual meeting of the property owners, of any meeting to discuss needed 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 Easement.

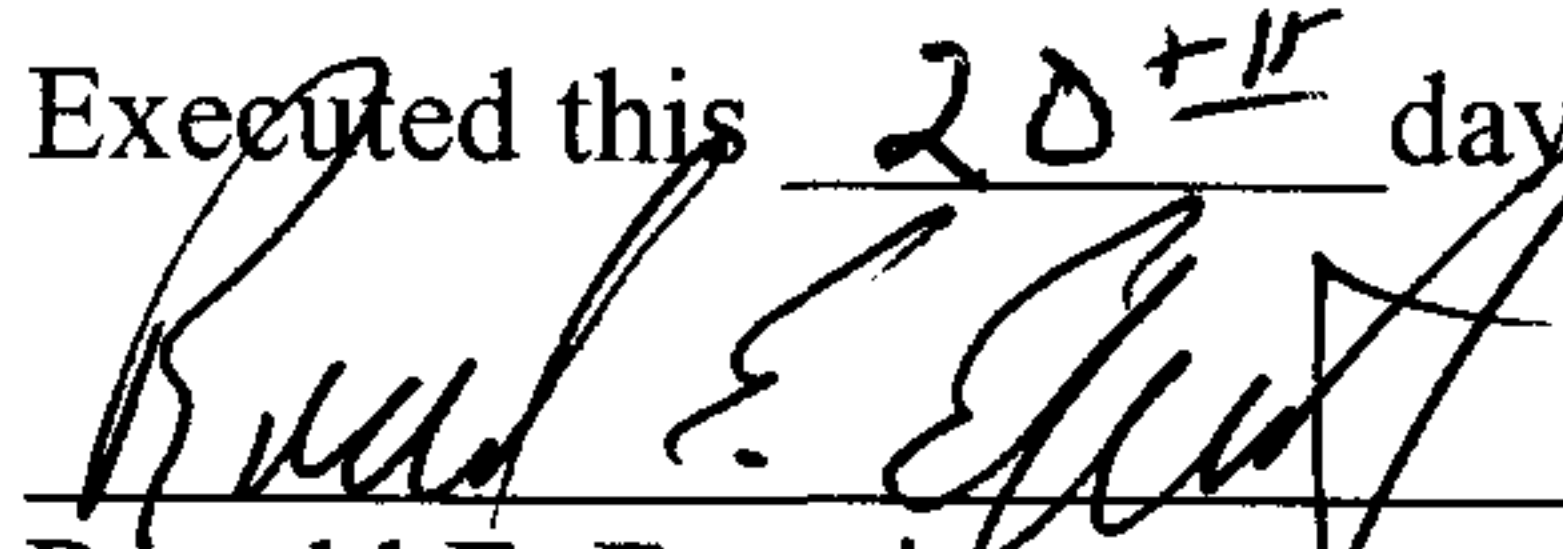
NOW, THEREFORE, in consideration of \$1.00 and the use of the above described exclusive easement, to be known as the "Easement", we do hereby agree to the following terms and conditions:

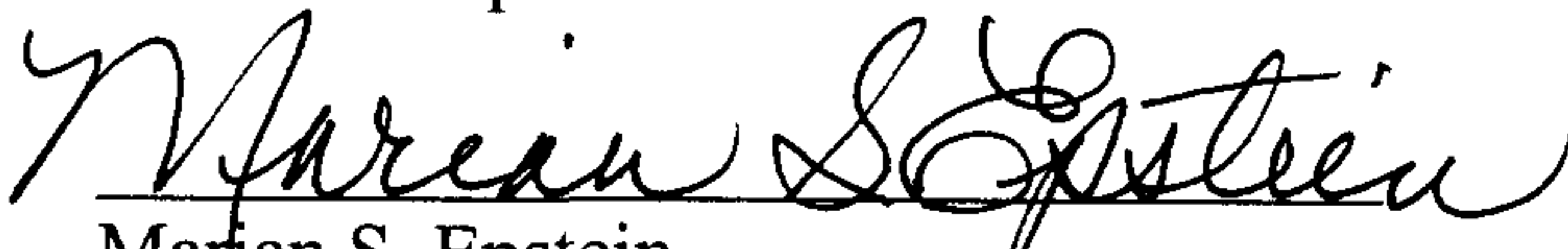
1. The above described easement is for the benefit of the undersigned parties, their customers, guests and invitees, and their heirs, successors and assigns and shall be used solely for the purpose of ingress, egress and installation of utilities to and from the property of the respective parties to this agreement and any future purchasers of said property.
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 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. Should maintenance, 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 be notified as set forth above. The cost of such maintenance shall not exceed \$500.00 per property owner unless otherwise agreed upon by a unanimous vote of all property owners.
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.

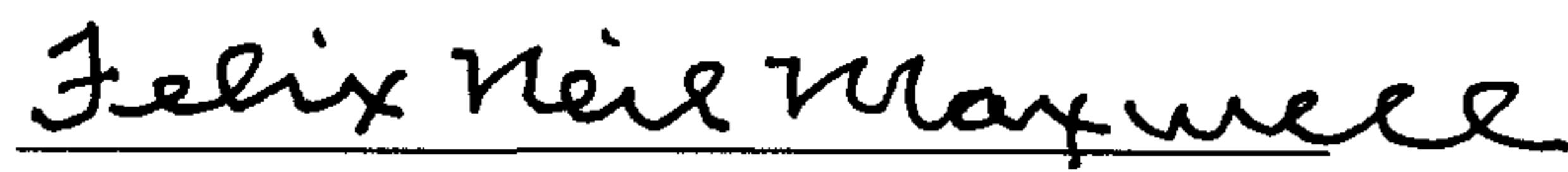
6. Any damage to said easement that might occur as a result of Owner's construction shall be corrected by the owner of the parcel whose house/barn/lake, etc is being constructed, at their expense. Time of repair will be of essence.
7. Should any property owner or owners seek to upgrade the easement to meet City of Chelsea or Shelby County road specifications for the purpose of subdividing a property owners property, only those property owner(s) seeking to subdivide their property shall be required to participate financially in connection with the costs of such upgrading.
8. 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.

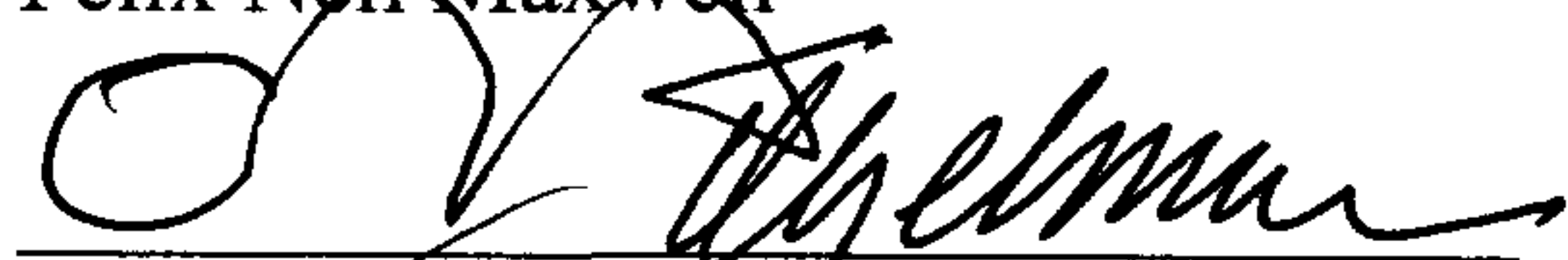
Executed this 20<sup>th</sup> day of November, 2003.

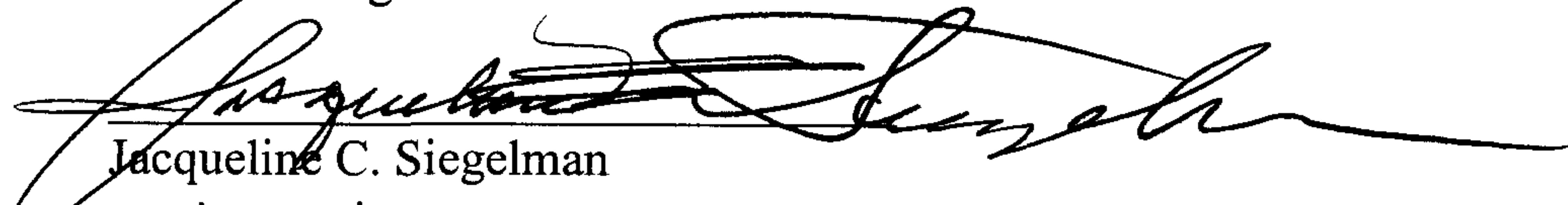
  
\_\_\_\_\_  
Ronald E. Epstein

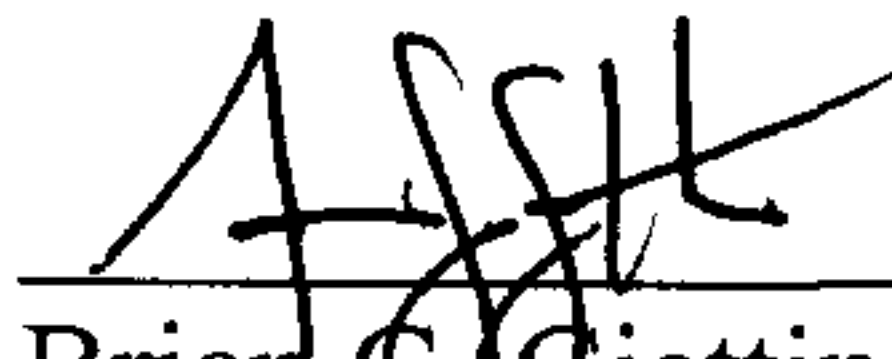
  
\_\_\_\_\_  
Marian S. Epstein

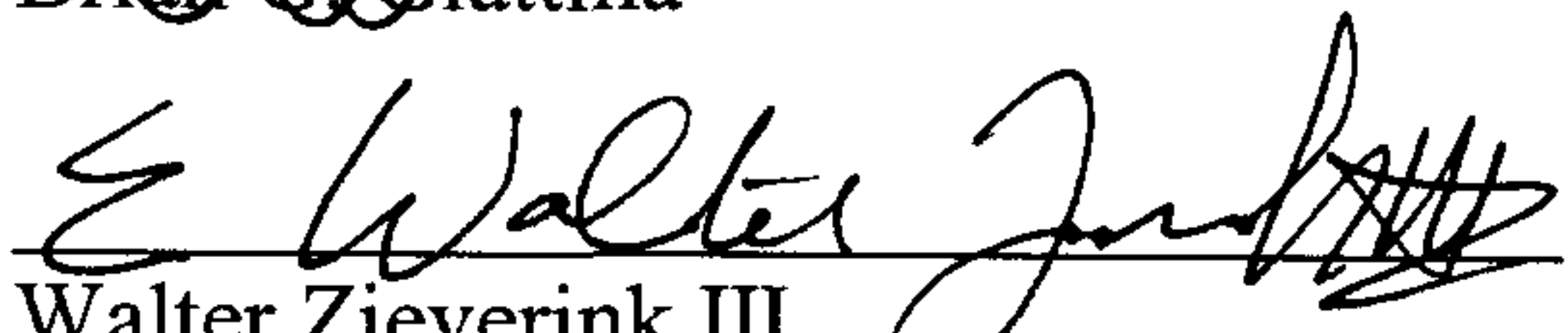
  
\_\_\_\_\_  
Jo Ann Maxwell


  
\_\_\_\_\_  
Felix Neil Maxwell

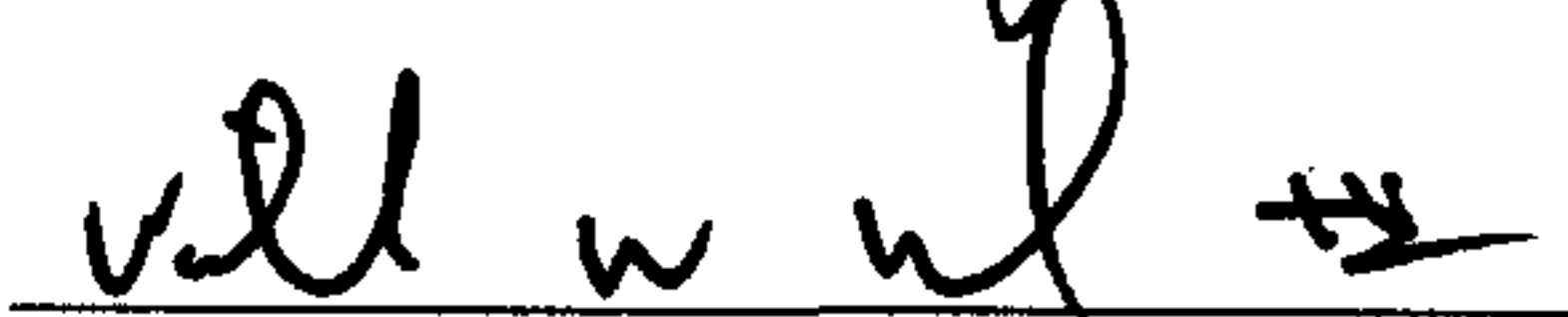
  
\_\_\_\_\_  
Leslie B. Siegelman


  
\_\_\_\_\_  
Jacqueline C. Siegelman

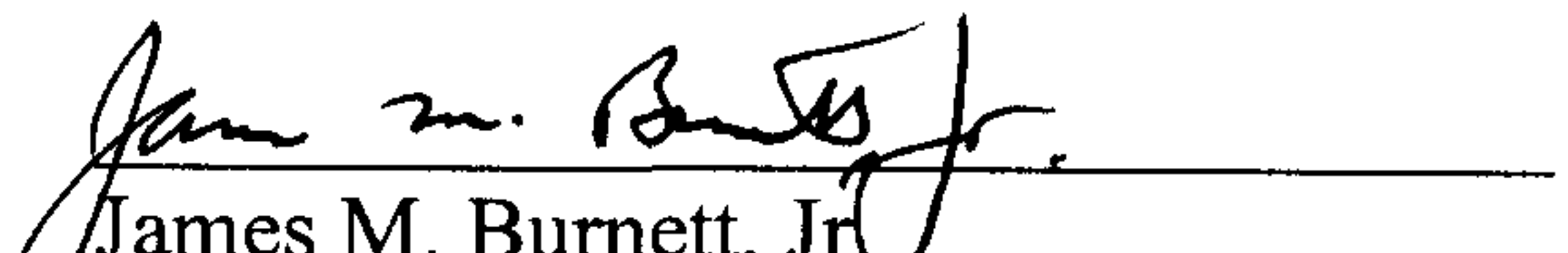
  
\_\_\_\_\_  
Brian G. Giattina

  
\_\_\_\_\_  
Walter Zieverink III

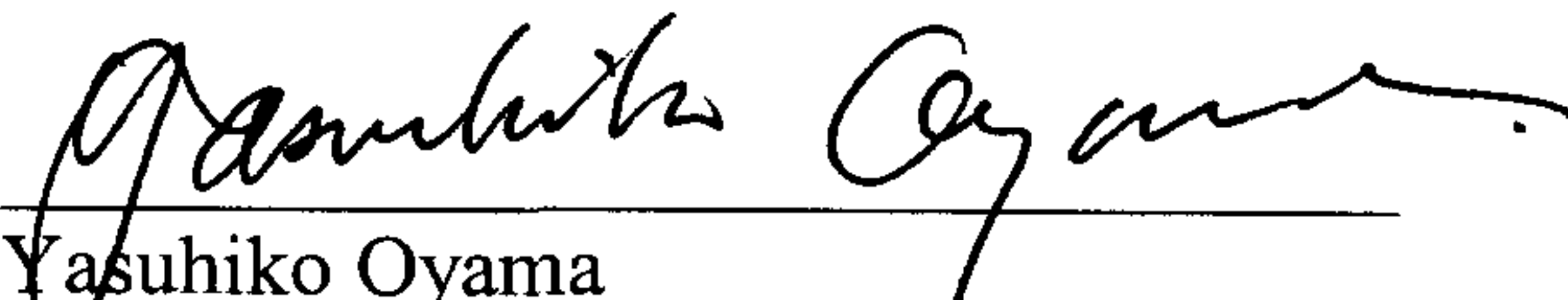
  
\_\_\_\_\_  
David Zieverink

  
\_\_\_\_\_  
William W. Walker IV

  
\_\_\_\_\_  
Charlotte Brown Walker

  
\_\_\_\_\_  
James M. Burnett, Jr.

  
\_\_\_\_\_  
Brenda D. Burnett

  
\_\_\_\_\_  
Yasuhiko Oyama



STATE OF ALABAMA                    )  
                                                 :  
COUNTY OF                            )

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that Ronald E. Epstein and Marian S. Epstein, whose name is 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 11 day of ~~November~~, 2003.

Sherry L Johnston  
NOTARY PUBLIC  
My Commission Expires: 1-16-07

STATE OF ALABAMA                    )  
                                                 :  
COUNTY OF                            )

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that Jo Ann Maxwell and Felix Neil Maxwell 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 20 day of November, 2003.

Sherry L Johnston  
NOTARY PUBLIC  
My Commission Expires: 1-17-07

STATE OF ALABAMA                    )  
                                                 :  
COUNTY OF Shelby                )

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that Leslie B. Siegelman and Jacqueline C. Siegelman, whose name 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 11<sup>th</sup> day of ~~November~~, 2003.  
February, 2004.

Patricia L. Halloran  
NOTARY PUBLIC  
My Commission Expires: 2/6/05

STATE OF ALABAMA                    )  
                                              :  
COUNTY OF    *Shelby*                )

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that Brian G. Giattina, 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 11<sup>th</sup> day of ~~November, 2003.~~  
*February, 2004.*

*Patricia D. Hallaren*  
NOTARY PUBLIC  
My Commission Expires: *2/6/05*

STATE OF ALABAMA                    )  
                                              :  
COUNTY OF    *Shelby*                )

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that Walter Zieverink III, 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 11<sup>th</sup> day of ~~November, 2003.~~  
*February, 2004.*

*Patricia D. Hallaren*  
NOTARY PUBLIC  
My Commission Expires: *2/6/05*

STATE OF ALABAMA                    )  
                                              :  
COUNTY OF    *Shelby*                )

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that David Zieverink, 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 11<sup>th</sup> day of ~~November, 2003.~~  
*February, 2004.*

*Patricia D. Hallaren*  
NOTARY PUBLIC  
My Commission Expires: *2/6/05*

STATE OF ALABAMA                     )  
COUNTY OF     Shelby                ):

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that William W. Walker, IV, 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 11<sup>th</sup> day of ~~November, 2003.~~  
February, 2004.

Patricia D. Halloran  
NOTARY PUBLIC  
My Commission Expires: 2/6/05

STATE OF ALABAMA                     )  
COUNTY OF     Shelby                ):

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that Charlotte Brown Walker, 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, she, executed the same voluntarily on the day the same bears date.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 11<sup>th</sup> day of ~~November, 2003.~~  
February, 2004.

Patricia D. Halloran  
NOTARY PUBLIC  
My Commission Expires: 2/6/05

STATE OF ALABAMA                     )  
COUNTY OF     Shelby                ):

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that James M. Burnett, Jr. and Brenda D. Burnett, whose name 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 13 day of November, 2003.

Sherry Johnston  
NOTARY PUBLIC  
My Commission Expires: 1-16-07

STATE OF ALABAMA                     )  
COUNTY OF     Shelby                ):

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that Yasuhiko Oyama, 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 26 day of November, 2003.

Sherry Johnston  
NOTARY PUBLIC  
My Commission Expires: 1-16-07

EXHIBIT "A"

An exclusive easement more particularly described as follows for ingress and egress only:

Commencing at the Northeast corner of the Northeast 1/4 of the Northwest 1/4 of Section 29, Township 19 South, Range 1 West. Thence S89°10'45"W along the north line of said 1/4 1/4 section for 31.13 feet to the point of beginning of a Twenty (20) foot easement being ten (10) feet left and right of the following described centerline and courses listed below.

C-1 = S 01°06'50"W 24.19'  
C-2 = S 86°56'10"W 60.98'  
C-3 = S 02°50'30"E 110.43'  
C-4 = S 14°37'10"E 46.78'  
C-5 = S 09°35'05"E 44.29'  
C-6 = S 02°07'15"E 55.72'  
C-7 = S 03°23'45"W 51.65'  
C-8 = S 05°31'05"W 71.72'  
C-9 = S 11°49'40"E 31.95'  
C-10 = S 15°48'25"E 41.95'  
C-11 = S 06°16'20"W 49.89'  
C-12 = S 13°31'55"W 48.02'  
C-13 = S 22°58'05"W 39.26'  
C-14 = S 30°21'30"W 67.29'  
C-15 = S 36°15'50"W 46.87'  
C-16 = S 42°06'55"W 55.30'  
C-17 = S 36°30'50"W 61.21'  
C-18 = S 23°54'20"W 52.25'  
C-19 = S 02°17'00"W 48.64'  
C-20 = S 19°06'00"E 44.17'

C-21 = S 24°17'30"E 76.63' and Terminating at a point of intersection of a existing 60 foot Non Exclusive Easement for ingress and egress only.