

EASEMENT AGREEMENT

STATE OF ALABAMA
COUNTY OF SHELBY

This Easement Agreement is entered into by and between **ESSER TWIN PIPE, LLC** (hereinafter "Lot 7 Owner") and is for the benefit of **John Grey Andrews** and all future owners of the Dominant Tenement (as herein defined).

WHEREAS the Lot 7 Owner is the owner of the following described property (hereinafter "Lot 7"), to wit:

Lot 7 of Airpark Industrial Complex as recorded in Map Book 19, page 116, in the Office of the Judge of Probate of Shelby County, Alabama.

WHEREAS John Grey Andrews is the owner of the following described property (hereinafter the "Dominant Tenement"), to wit:

Commence at the northeast corner of the southeast quarter of the Southwest quarter of Section 18, Township 21 South, Range 2 West, Shelby County, Alabama and run thence southerly along the east line of said quarter-quarter a distance of 648.91 feet to a steel rebar pin and the point of beginning of the property being described; thence continue along last described course a distance of 646.83 feet to a steel rebar pin on the northeasterly right of way line of interstate 65; thence turn 155 degrees 27 minutes 24 seconds to the right of 724.25 feet to a steel rebar pin; thence turn 116 degrees 49 minutes 30 seconds to the right and run easterly a distance of 301.08 feet to the point of beginning.

WHEREAS, the Dominant Tenement's Owner desires a non-exclusive easement and right of way across the North 20 feet of Lot 7 for access, ingress, egress and utilities between Airport Industrial Road and Beneficiary's Lot (the "Easement").

NOW THEREFORE for and in consideration of the foregoing, for Ten Dollars, and other good and valuable consideration, in hand paid, the Lot 7 Owner hereby grants, bargains, sells, and conveys unto the Owner of the Dominant Tenement, and its successors and assigns a non-exclusive easement, license, and right-of-way upon, under, over, across, and through the Easement (the "Servient Tenement") for access, ingress, egress, vehicular and pedestrian traffic and the location of utilities to or benefiting the Dominant Tenement. This easement, license, and right of way shall run with the land, and be for both utility access and pedestrian and vehicular traffic, except that no trucks, or construction equipment owned by the owner of the Dominant Tenement may park on the Servient Tenement. The title owner of the Dominant Tenement shall maintain, at their own costs, the Servient Tenement in good condition and repair, and available for the uses set forth herein. The owner of the Servient Tenement shall incur no cost or liability for the Easement other than legal

fees incurred in connection with the review and approval of this Easement. Accordingly, the title owner of the Dominant Tenement shall indemnify, defend and hold harmless the title owner of the Servient Tenement from and against any and all claims, actions, proceedings, damages, liabilities, costs, expenses (including litigation expense), fees (including attorneys fees) and losses of every kind and description, excepting only legal fees incurred in connection with the review and approval of this Easement, arising from or relating to the grant of this Easement, and including without limitation any liens for non-payment and other claims (whether in tort or contract) relating to improvements constructed thereon and claims arising from the use, operation and maintenance of the Easement. The owner of the Dominant Tenement shall cause to be issued and shall maintain at its sole expense commercial liability insurance that names the owner of the Servient Tenement as an additional insured and provides coverages and policy limits reasonably acceptable to the owner of the Servient Tenement. The owner of the Dominant Tenement shall cause a certificate of insurance to be issued to and maintained in favor the owner of the Servient Tenement verifying the aforesaid coverages and requiring not less than thirty (30) days advance written notice to the owner of the Servient Tenement of any election by the insurer to cancel or not to renew (as the case may be) the insurance in existence from time to time.

IN WITNESS WHEREOF, we the owners of Lot 7 have signed and sealed this Easement Agreement on the 29 day of April, 2004.

ESSER TWIN PIPE, LLC

BY: [Signature]
(Its General Mgr)

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Barry Morgan, whose name as General Manager of ESSER TWIN PIPE, LLC, a 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 said instrument, he/she, as such member, manager, officer and agent, and with full authority, executed the same voluntarily, as an act of said company, acting in its capacity as aforesaid.

Given under my hand and official seal, this the 29 day of April, 2004.

[Signature]
NOTARY PUBLIC
My Commission Expires: 2-27-05

THIS INSTRUMENT PREPARED BY AND AFTER
RECORDATION SHOULD BE RETURNED TO:
William B. Hairston III
Engel, Hairston, & Johanson P.C.
P.O. Box 11405
Birmingham, AL 35202
(205) 328-4600

JOINDER BY MORTGAGEE

WHEREAS, ESSER TWIN PIPE, LLC have entered into an Easement Agreement (to which this joinder is attached), granting to John Grey Andrews and the owner of the Dominant Tenement (as that term is defined in the Easement Agreement) an Easement (as that term is defined in the Easement Agreement) across Lot 7 (as that term is defined in the Easement Agreement).

WHEREAS, on January 21, 2003, ESSER TWIN PIPE, LLC granted to SOUTHTRUST BANK a Mortgage and UCC on Lot 7, and such instruments are recorded as Instrument 2003-6225 and 2003-6226 in the Office of the Judge of Probate of Shelby County, Alabama (the "Mortgage").

NOW THEREFOR, the undersigned as the holder of the Mortgage, for ten dollars (\$10.00) and other good and valuable consideration, does hereby consents to, acknowledge and authorizes the Easement, and agrees that the owner of the Dominant Tenement rights to the Easement shall be superior and have priority over the Mortgage.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this ____ day of April, 2004

SOUTHTRUST BANK

BY: [Signature]
(Its SENIOR VICE PRES-)

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Alan Drennen, whose name as Senior Vice President of SOUTHTRUST BANK, a corporation, 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 said instrument, he/she, as such officer, and with full authority, executed the same voluntarily, as an act of said corporation, acting in his/her capacity as aforesaid.

Given under my hand and official seal, this the 29th day of April, 2004.

[Signature]
NOTARY PUBLIC
My Commission Expires _____

**MY COMMISSION EXPIRES
OCTOBER 21, 2006.**