

STATE OF ALABAMA                     )  
   :  
COUNTY OF SHELBY                 )

**ACCESS EASEMENT AGREEMENT**

THIS ACCESS EASEMENT AGREEMENT (this "Agreement") is made and entered into as of the 28th day of April, 2005 by **JOHN D. LAMBERT**, an unmarried man ("Purchaser"), in favor of **DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP**, an Alabama limited partnership ("Daniel").

**RECITALS:**

Contemporaneously herewith, Daniel has transferred, sold and conveyed to Purchaser that certain lot (the "Lot") designated as Lot 1, Greystone 1<sup>st</sup> Sector, Phase VIII, as recorded in Map Book 29, Page 146 in the Office of the Judge of Probate of Shelby County, Alabama (the "Subdivision Plat").

Purchaser desires to grant to Daniel a non-exclusive easement to use that portion of the driveway situated on the Lot which is more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Easement Property").

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser does hereby grant to Daniel a permanent, perpetual and non-exclusive easement over, across, through and upon the Easement Property for the purposes of providing vehicular and pedestrian access to and from Greystone Drive, a private roadway, and that certain real property owned by Greystone Residential Association, Inc., an Alabama nonprofit corporation ("GRA"), situated directly adjacent to the Easement Property consisting of approximately 9,236 square feet and designated on the Subdivision Plat as "Common Area" (the "Common Area"), which Common Area is utilized for parking for personnel involved in monitoring the access gate (the "Access Gate") situated near the intersection of Hugh Daniel Drive, a public roadway, and Greystone Drive. Notwithstanding anything provided herein to the contrary, in no event shall any portion of the Easement Property be used by either Purchaser or Daniel for the parking of any vehicles. The easement granted herein by Purchaser to Daniel shall (a) be exercised by Daniel in common with Purchaser and his heirs, executors, administrators, invitees, licensees and assigns and (b) be a covenant running with the land which shall be binding upon and inure to the benefit of Purchaser and Daniel and their respective successors and assigns, forever. Purchaser acknowledges and agrees that DOM may, at some future date, transfer and assign all of its right, title and interest under this Agreement to GRA, in which event Daniel shall have no further obligations or liabilities under this Agreement from and after the date of such assignment. Following the assignment by Daniel of its rights and interests under this Agreement to GRA, GRA may not further transfer or assign any of its rights or interests under this Agreement without the prior written consent of the then owner of the Lot. This Agreement may not be modified or amended without the prior written consent of the then owner of the Lot and Daniel (or any successors and assigns of Daniel, including GRA).

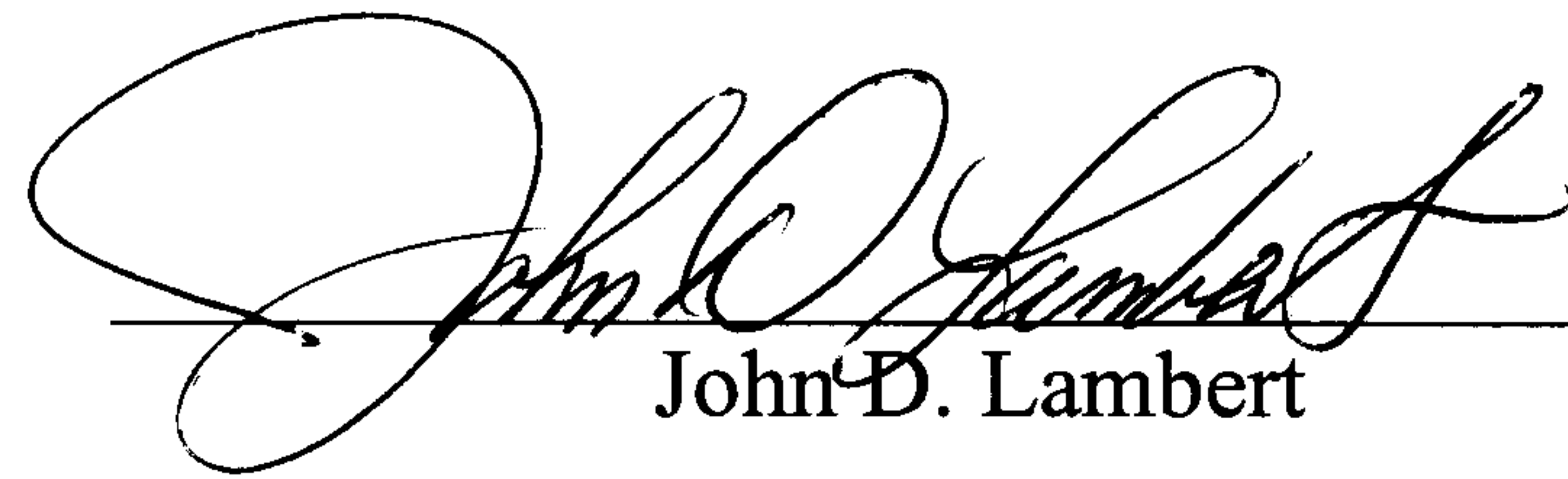
CLAYTON T. SWEENEY, ATTORNEY AT LAW





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Shelby Cnty Judge of Probate, AL  
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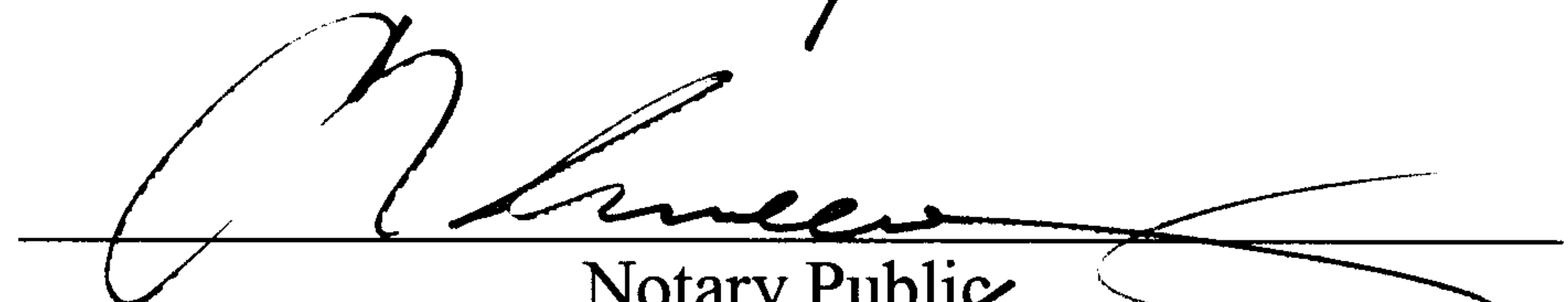
IN WITNESS WHEREOF, Purchaser has executed this Agreement as of the day and year first above written.

  
John D. Lambert

STATE OF ALABAMA                    )  
  :  
SHELBY COUNTY                        )

I, the undersigned, a notary public in and for said county in said state, hereby certify that John D. Lambert, an unmarried man, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 28<sup>th</sup> day of April, 2005.

  
Notary Public  
My commission expires: 6-5-2007

[NOTARIAL SEAL]



## EXHIBIT A

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Shelby Cnty Judge of Probate, AL  
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### Legal Description of Easement Property

An easement for ingress and egress situated in Lot 1 Greystone 1<sup>st</sup> Sector Phase VII, as recorded in Map Book 29, on Page 146, in the Office of the Judge of Probate, Shelby County, Alabama, also being in the Southeast quarter of the Southeast quarter of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of Lot 13 of Greystone 1<sup>st</sup> Sector Phase I, as recorded in Map Book 14, on Page 91, in the Office of the Judge of Probate, Shelby County, Alabama, said Southwest corner being on the Northwest right-of-way line of Greystone Drive as recorded in said Greystone 1<sup>st</sup> Sector and also being on a curve to the left, having a central angle of 12 degrees, 33 minutes, 20 seconds and a radius of 1,678.31 feet; thence run in a Southwesterly direction along the arc of said curve and also along said Northwest right-of-way line for a distance of 367.78 feet to a point; thence turn an angle from the chord of last stated curve to the left of 03 degrees, 13 minutes, 26 seconds and run in a Southwesterly direction along said Northwest right-of-way line for a distance of 375.41 feet to an iron pin found at the Northeast corner of a Common Area in said Greystone 1<sup>st</sup> Sector Phase VIII; thence run South 42 degrees, 52 minutes, 52 seconds West (an assumed bearing) along the Northwest line of said Common Area for a distance of 330.31 feet to an iron pin found on the corner of said Lot 1; thence run South 16 degrees, 59 minutes, 23 seconds East for a distance of 70.84 feet to the point of beginning; thence run South 45 degrees, 11 minutes, 17 seconds West for a distance of 29.67 feet to a point; thence run South 47 degrees, 07 minutes, 08 seconds East for a distance of 26.66 feet to a point on the Southeast line of said Lot 1; thence run North 29 degrees, 06 minutes, 04 seconds East along the Southeast line of said Lot 1 for a distance of 24.56 feet to an iron pin found; thence run North 41 degrees, 57 minutes, 16 seconds East for a distance of 35.92 feet to an iron pin found; thence run North 55 degrees, 50 minutes, 21 seconds East for a distance of 41.45 feet to an iron pin found; thence run North 49 degrees, 03 minutes, 30 seconds East for a distance of 51.02 feet to an iron pin found on the Northwest right-of-way line of Greystone Drive in said Greystone 1<sup>st</sup> Sector Phase VIII, said iron pin found also being on a curve to the right, having a central angle of 04 degrees, 57 minutes, 34 seconds, a radius of 483.48 feet and a chord bearing of North 08 degrees, 20 minutes, 18 seconds East; thence run in a Northeasterly direction along the arc of said curve and also along said Northwest right-of-way line for a distance of 41.85 feet to an iron pin found; thence run South 48 degrees, 31 minutes, 12 seconds West for a distance of 31.22 feet to an iron pin found; thence run South 35 degrees, 23 minutes, 32 seconds West for a distance of 40.35 feet to an iron pin found; thence run South 51 degrees, 49 minutes, 02 seconds West for a distance of 34.93 feet to an iron pin found; thence run South 56 degrees, 14 minutes, 12 seconds West for a distance of 25.88 feet to an iron pin found; thence run South 45 degrees, 11 minutes, 17 seconds West for a distance of 25.00 feet to an iron pin found at the point of beginning.



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**CONSENT OF LENDER**

New South Federal Savings Bank as the holder and owner of the mortgage securing the property made the subject to the above and foregoing Access Easement Agreement, does hereby consent to the filing of the Access Easement Agreement to be recorded in the Office of the Judge of Probate of Shelby County, Alabama, and does hereby agree that said property shall remain subject to the terms and conditions of the Access Easement Agreement to be recorded, if the said New South Federal Savings Bank should succeed to the interest of John D. Lambert in the Property by Foreclosure of its mortgage or by accepting a deed in lieu of the foreclosure.

**IN WITNESS WHEREOF**, the undersigned has duly executed this consent on this 27 day of April, 2005.

NEW SOUTH FEDERAL SAVINGS BANK

By: [Signature]  
Its: Vice President

STATE OF ALABAMA )  
COUNTY OF St. Clair )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Mikell Pearce, whose name as Vice President of New South Federal Savings Bank, a Federal Savings Bank and who is known to me acknowledged before me on this day that, being informed of the contents of the above and foregoing consent, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said Federal Savings Bank on the day the same bears date.

Given under my hand and official seal of office this 27<sup>th</sup> day of April, 2005.

[Signature]  
Notary Public Tommy Lynn Barnes

My Commission Expires: 01/07/2009