

This Instrument Prepared By:
Joseph G. Stewart
BURR & FORMAN LLP
Suite 3100, SouthTrust Tower
420 North 20th Street
Birmingham, Alabama 35203

STATE OF ALABAMA)
SHELBY COUNTY)

DRIVEWAY EASEMENT

This Driveway Easement made and entered into this 27 day of June, 2005, by and between Will Bangham, a married man (the "Grantor"), and Riverwoods Properties, LLC, an Alabama limited liability company (the "Grantee").

RECITALS

Grantor is the owner of Lot 307A Riverwoods, Third Sector Resurvey, as recorded in Map Book 31, Page 132 in the Office of the Judge of Probate of Shelby County, Alabama ("Lot 307A"). Grantee is the owner of Lot 308A Riverwoods, Third Sector Resurvey, as recorded in Map Book 31, Page 132 in the Office of the Judge of Probate of Shelby County, Alabama ("Lot 308A"). Lot 307A and Lot 308A are adjacent lots without houses thereon. Alabama Power Company ("APCO") holds a transmission line right of way across Lot 307A and Lot 308A as recorded in Deed Book 232, Page 626 in the Office of the Judge of Probate of Shelby County, Alabama (the "APCO Right of Way"). By Encroachment Agreement between APCO and Grantee dated JUNE 10TH, 2005 (the "Encroachment Agreement"), APCO has agreed to permit the construction, operation and maintenance of driveways in and to Lot 307A and Lot 308A on the APCO Right of Way. It is the desire of Grantor and Grantee to provide an easement for a private driveway for ingress and egress over and across a portion of Lot 307A subject to the terms, conditions and requirements set forth herein.

NOW, THEREFORE, in consideration of the above recitals and for other good and valuable consideration, Grantor and Grantee agree as follows:

1. Grantor does hereby grant to Grantee a perpetual, non-exclusive easement for a driveway for ingress and egress over and across a portion of Lot 307A described on Exhibit A hereto which is made a part hereof by this reference. The aforesaid easement shall be used by Grantee and future fee owners of Lot 308A only as a private driveway for ingress and egress to Lot 308A in common with the Grantor and future fee owners of Lot 307A and shall be subject at all times to the Encroachment Agreement.

2. Grantor and Grantee agree to comply with the provisions of the Encroachment Agreement, a copy of which is attached hereto as Exhibit B.

3. Grantor acknowledges that Grantee has, at its expense, provided the preliminary site work for the driveway across Lot 307A.

4. Any driveway constructed and paved on the driveway easement herein granted by either Grantor or Grantee may be used both by the owner of Lot 307A and by the owner of Lot 308A and shall be constructed in a manner to accommodate vehicles accessing either lot. Nothing in this driveway easement shall require either party to construct or pave a driveway.

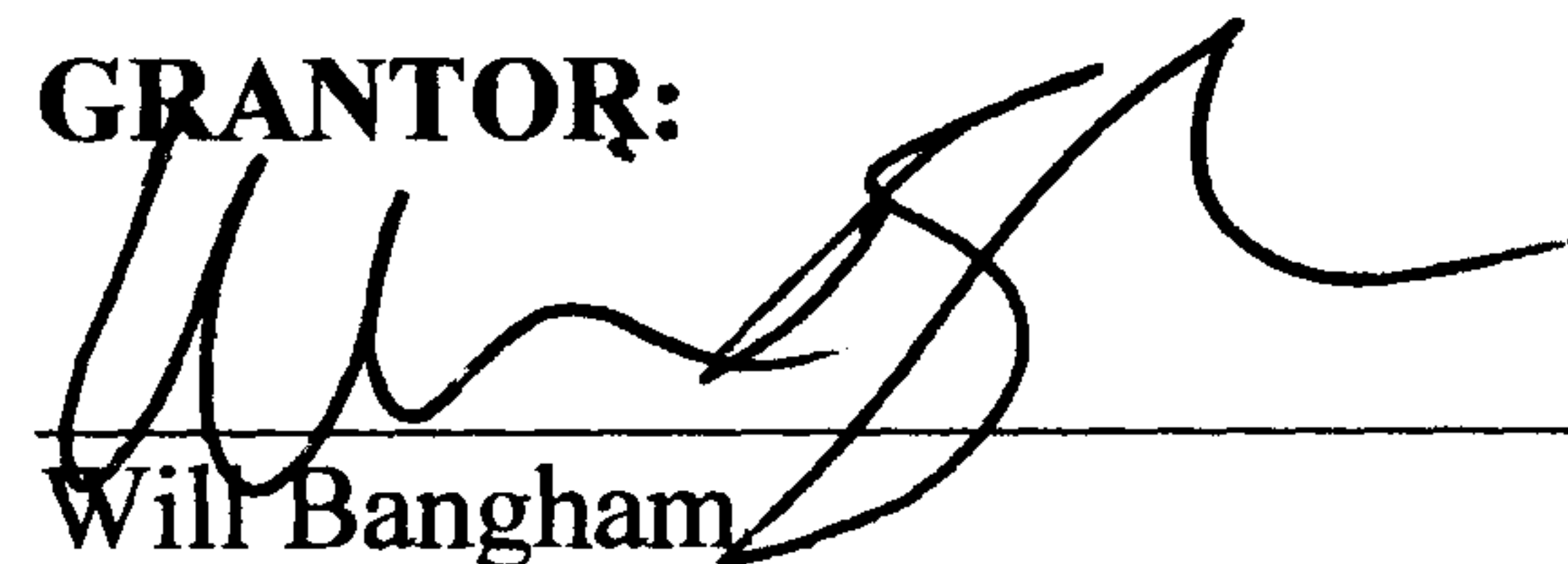
5. If a driveway is constructed on the real estate described on Exhibit A hereto to access both Lot 307A and Lot 308A, Grantor and Grantee, and their respective assigns, heirs and successors, shall be jointly responsible for the maintenance of such driveway; shall not have any liability to the other for the use of such driveway; and shall cooperate with each other in using such driveway.

6. Grantor represents and warrants that Lot 307A is not the homestead of Grantor.

TO HAVE AND TO HOLD to the Grantee, its successors and assigns, forever.

IN WITNESS WHERE OF, Grantor and Grantee have duly executed this instrument on the day and year first above written.

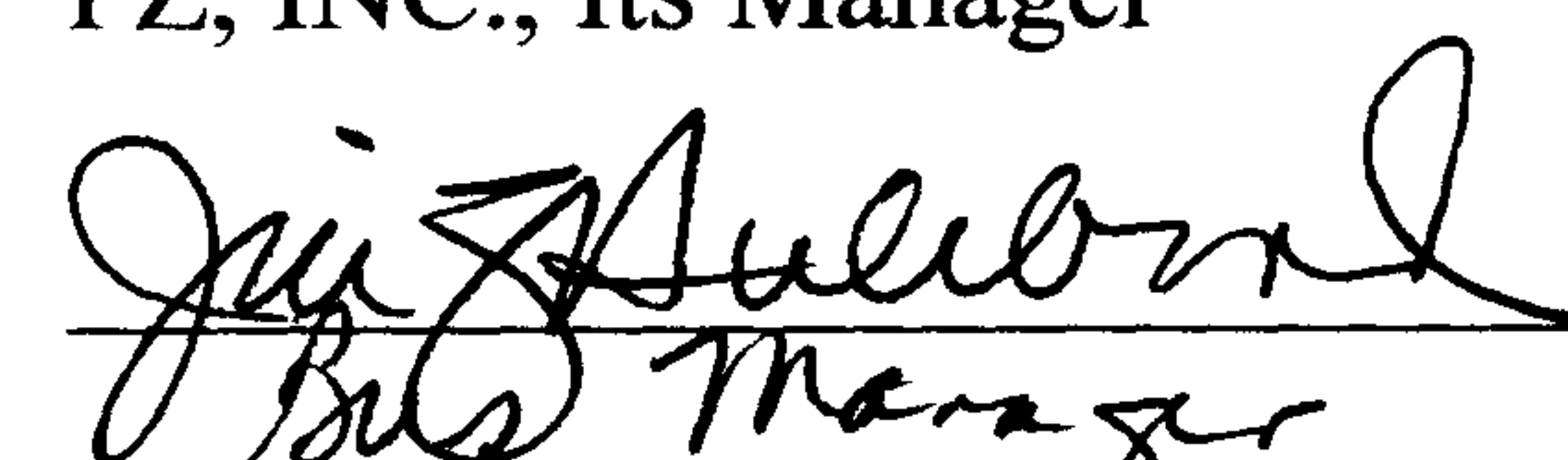
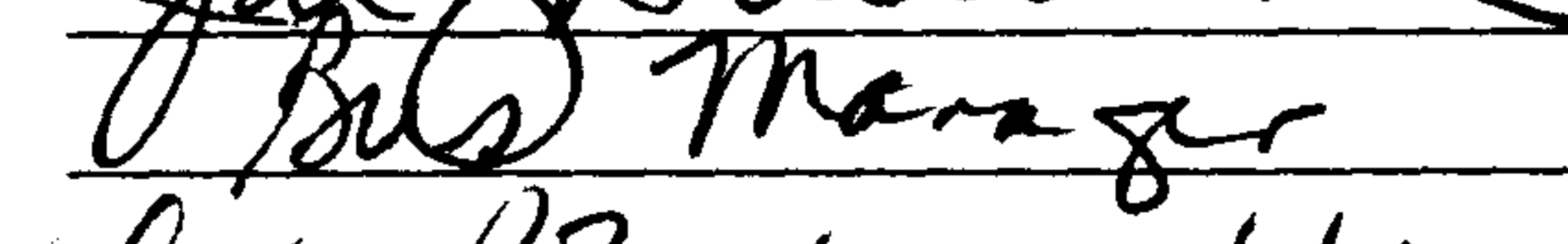
GRANTOR:


Will Bangham

GRANTEE:

RIVERWOODS PROPERTIES, LLC

By: PZ, INC., Its Manager

By: 
Its: 
for PZ, Inc. It's
Sec / Treasurer

20050715000355510 3/4 \$23.50
Shelby Cnty Judge of Probate, AL
07/15/2005 03:36:37PM FILED/CERT

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Will Bangham 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 such instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27th day of June, 2005.

Sherry K. Oglesby
Notary Public
My Commission Expires: 8-21-08

[SEAL]

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a notary public in and for said county in said state hereby certify that Jill Z. Hubbard, whose name as Manager of PZ, Inc., an Alabama corporation, the Manager of Riverwoods Properties, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this date that, being informed of the contents of such instrument, he, as such officer, and with full authority, executed the same voluntarily on behalf of PZ, Inc., acting in its capacity as the Manager of Riverwoods Properties, LLC, for and as the act of said Riverwoods Properties, LLC, an Alabama limited liability company.

Given under my hand and official seal on this 21st day of June, 2005.

Sherry K. Oglesby
Notary Public
My Commission Expires: 8-21-08

[SEAL]

EXHIBIT A

**LEGAL DESCRIPTION
INGRESS AND EGRESS EASEMENT FOR LOT 308A**

An easement for ingress and egress across a portion of Lot 307A Riverwoods Third Sector Resurvey as recorded in Map Book 31, Page 132 in the Office of the Judge of Probate of Shelby County, Alabama situated in the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 17, Township 20 South, Range 3 West, Shelby County, Alabama being more particularly described as follows:

Begin at the Northeast corner of Lot 307A of Riverwoods Third Sector Resurvey as recorded in Map Book 31, Page 132 in the Office of the Judge of Probate of Shelby County, Alabama, said point being the Southeast corner of Lot 306A of said Riverwoods Third Sector Resurvey, said point also lying on the Southwest Right-of-Way line of River Ridge Drive; thence in a Southwesterly direction (leaving said Right-of-Way line) along the common line of said Lots 306A and 307A a distance of 105.95 to a common corner of said Lots 306A and 307A; thence 90° to the left in a Southeasterly direction (leaving said lot line) a distance of 63.19 feet to a point on the Southeasterly line of said Lot 307A, said point also lying on a line of Lot 308A of said Riverwoods Third Sector Resurvey; thence $90^\circ 13' 12''$ to the left in a Northeasterly direction along the common line of said Lots 307A and 308A a distance of 126.87 feet to the Northeast corner of said Lot 308A, said point being the Easternmost corner of said Lot 307A, said point also lying on the Southwest Right-of-Way line of River Ridge Drive, said point also lying on a curve to the left having a radius of 25.00 feet and a central angle of $32^\circ 23' 04''$; thence $104^\circ 19' 24''$ to the left (angle measured to tangent) in a Northwesterly direction along the arc of said curve and along said Right-of-Way line a distance of 14.13 feet to the P.R.C. (point of reverse curve) of a curve to the right having a radius of 50.00 feet and a central angle of $63^\circ 24' 25''$; thence in a Northwesterly and Northerly direction along the arc of said curve and along said Right-of-Way line a distance of 55.33 feet to the POINT OF BEGINNING.

Shelby County, AL 07/15/2005
State of Alabama

Deed Tax: \$.50