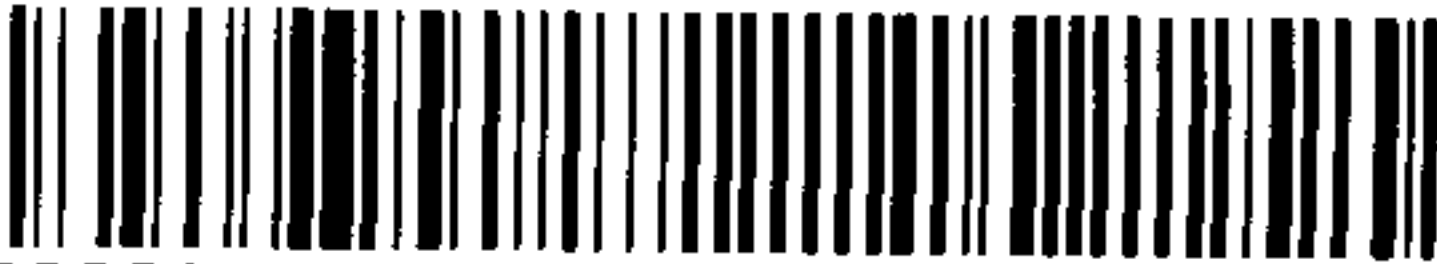


\$500.00

THIS INSTRUMENT PREPARED BY:
Luther P. Crull, III
Baker, Donelson, Bearman, Caldwell & Berkowitz, PC
420 North 20th Street, Suite 1600
Birmingham, Alabama 35203-5202


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Shelby Cnty Judge of Probate, AL
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STATE OF ALABAMA)
)
SHELBY COUNTY)

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is executed as of the 16TH day of May, 2008, by and among RALPH H. STEPHENS and LYNDIA K. STEPHENS, as husband and wife (collectively, "Grantor"), and FRANCES ANN PAGET PIZITZ AS TRUSTEE OF THE ANN PAGET PIZITZ IRREVOCABLE TRUST, DATED FEBRUARY 5, 1987 ("Grantee").

R E C I T A L S:

A. Grantor is the owner and record title holder of certain real estate situated in Shelby County, Alabama, as more particularly shown on the boundary survey attached hereto as Exhibit A (the "Survey") and incorporated herein (the "Grantor Property").

B. Grantee is the owner and record title holder of certain real estate adjacent to the Grantor Property and situated in the Shelby County, Alabama, as more particularly described on Exhibit B attached hereto and incorporated herein (the "Grantee Property").

C. Grantor desires to grant to Grantee perpetual, non-exclusive access and utility easements over and across a portion of the Grantor Property, which easement area is depicted by cross-hatching on the Survey (the "Easement Property"), which easements shall be for the non-exclusive use of Grantee and its heirs, successors and assigns, and their respective licensees and invitees on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby declares and establishes of record the following:

1. Grant of Easements. Grantor does hereby declare, establish, grant, bargain, sell and create perpetual, non-exclusive easements in, over and across the Easement Property for (a) pedestrian and vehicular ingress and egress to and from the Grantee Property, and (b) the installation, use and maintenance of utilities for the Grantee Property (collectively, the "Easements"). The Easements are and shall be a covenant running with the land and shall constitute a burden on the Grantor Property for the benefit of the Grantee Property, Grantee, its

heirs, successors and assigns, and their respective licensees and invitees.

2. Maintenance. The parties hereto covenant and agree that, if Grantee commences use of the Easement Property, Grantor and Grantee shall share the costs for maintenance, repair, and upkeep of the Easement Property based upon their respective percentage of the total use of the Easement Property. Grantor and Grantee shall cooperate in good faith to determine each party's allocable percentage of use of the Easement Property and, if the Easement Property is in need of maintenance or repair, to make determinations as to such repair and maintenance work.

3. Covenants of Grantee. Grantee covenants and agrees that:

(a) It shall not permit any claim, lien or encumbrance arising from Grantee's use of the Easement Property to accrue against or attach to the Easement Property or the interest of Grantor in the Grantor Property.

(b) The Easement Property shall be used only for the purposes of ingress and egress to the Grantee Property, and for the installation, use and maintenance of utilities for Grantee's Property, by Grantee, its heirs, successors, assigns, licensees and invitees of the Grantee Property.

4. Unobstructed Access. Grantor and Grantee shall use and manage the Easement Property in such a way as to ensure that the Easement Property remains open to travel and that use by the other party remains uninterrupted. Grantor and Grantee shall not hinder, restrict or prevent the use and enjoyment by either Grantor or Grantee, or their successors and assigns, of the Easements or the Easement Property.

5. Indemnification. Each party hereto shall indemnify and hold harmless the other from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions relating to the use of the Easement Property by such offending party, its contractors, employees, agents, or others acting on behalf of such offending party.

6. Government Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Alabama.

7. Violation. In the event of any violation or threatened violations of any of the provisions of this instrument, the non-defaulting party shall be entitled forthwith to full and adequate relief by injunction and/or any other available legal and equitable remedies; and the damages and costs of any such violation and all costs and expenses of any suit or proceeding (including reasonable attorneys' fees) shall be paid by the defaulting party.

8. No Dedication. This instrument is not intended to and does not dedicate any portion of the Easement to the general public or create any rights in favor of the general public.

9. Successors and Assigns. This Agreement, each and all of its terms, conditions and provisions, and the easements, rights, and privileges created hereby shall run with the land

and be binding upon and inure to the benefit of Grantee and Grantor and their respective designated successors, successors-in-title, grantees, assignees, and their respective tenants, subtenants and licensees.

10. Entire Agreement. This Agreement constitutes the entire agreement and understanding between Grantor and Grantee with respect to the subject matter hereof. All other agreement, understandings, representations and negotiations between the parties with respect to the subject matter hereof are hereby superseded by and merged into this Agreement.



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IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the date first written above.

GRANTOR:

Ralph H. Stephens
Ralph H. Stephens

Lynda K. Stephens
Lynda K. Stephens

STATE OF ALABAMA)
Shelby COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that RALPH H. STEPHENS, a married man, who is signed to the foregoing Easement, 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 the 15th day of May, 2008.

[AFFIX NOTARY SEAL]

Laura Craft
Notary Public
My Commission Expires: BONDED THRU NOTARY PUBLIC UNDERWRITERS
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPRES: OCT. 24, 2010

STATE OF ALABAMA)
Shelby COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that LYNDIA K. STEVENS, a married woman, who is signed to the foregoing Easement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 15th day of May, 2008.

[AFFIX NOTARY SEAL]

Laura Craft
Notary Public
My Commission Expires: BONDED THRU NOTARY PUBLIC UNDERWRITERS
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPRES: OCT. 24, 2010

GRANTEE:

FRANCES ANN PAGET PIZITZ AS TRUSTEE
OF THE ANN PAGET PIZITZ IRREVOCABLE
TRUST, DATED FEBRUARY 5, 1987

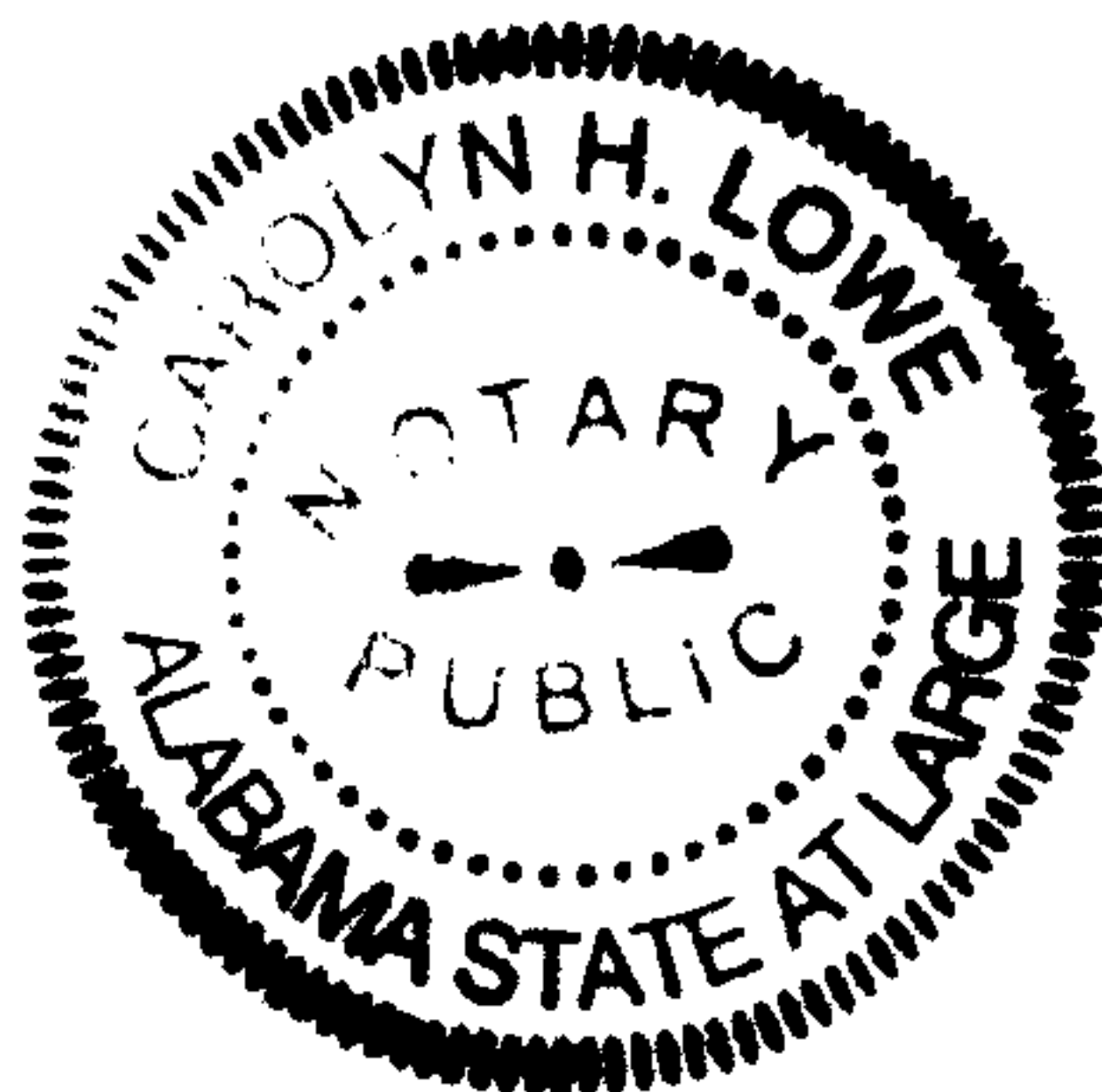
By: Frances Ann Paget Pizitz
Frances Ann Paget Pizitz, as Trustee

STATE OF ALABAMA)
JEFFERSONCOUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that FRANCES ANN PAGET PIZITZ AS TRUSTEE OF THE ANN PAGET PIZITZ IRREVOCABLE TRUST, DATED FEBRUARY 5, 1987, who is signed to the foregoing Easement, and who is known to me, acknowledged before me on this day that, in such capacity, and being informed of the contents of said instrument, she, in her capacity as such Trustee, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 9th day of April, 2008.

[AFFIX NOTARY SEAL]



Carolyn H. Lowe
Notary Public
My Commission Expires: 10-18-10


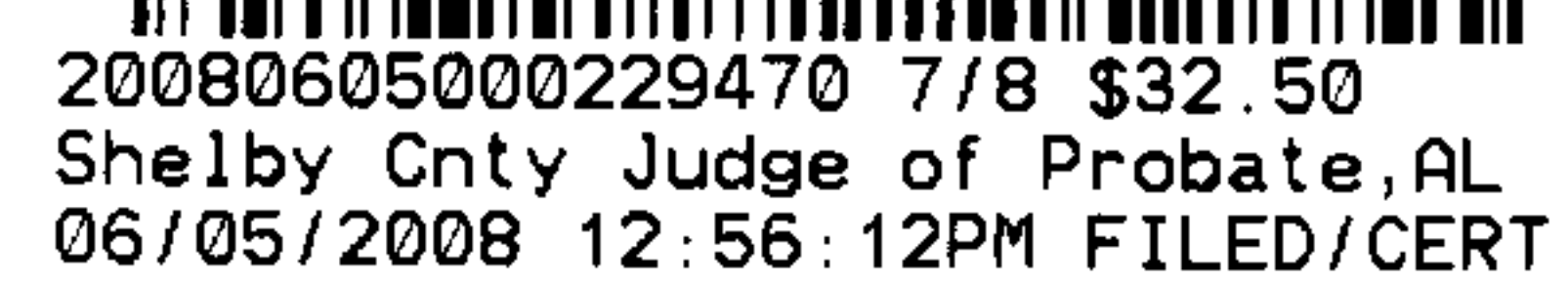

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Shelby Cnty Judge of Probate, AL
06/05/2008 12:56:12PM FILED/CERT

EXHIBIT A
BOUNDARY SURVEY
(SEE ATTACHED)

THE UNIVERSITY OF CHICAGO
LIBRARY



Thomas B. Wright
 Reg. P.I.-L.S. 028073
 Ray Wright, Reg. L.S. 028073
 1400 S. Main St. #100
 Birmingham, AL 35202



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EXHIBIT B

LEGAL DESCRIPTION OF GRANTEE PROPERTY

Part of the NW 1/4 of the SW 1/4 of Section 10, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at an existing 3" capped iron pipe being the locally accepted NW corner of said NW 1/4 of SW 1/4 of said Section 10, run in an easterly direction along the north line of said 1/4-1/4 section for a distance of 446.03 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of 103° 10' 05" and run in a southwesterly direction for a distance of 226.49 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 12° 49' 31" and run in a southerly direction for a distance of 91.46 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 15° 13' 45" and run in a southeasterly direction for a distance of 225.87 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of 105° 13' 45" and run in a westerly direction for a distance of 442.04 feet to an existing #5 iron rebar being on the west line of said 1/4-1/4 section; thence turn an angle to the right of 88° 35' and run in a northerly direction for a distance of 527.73 feet, more or less, to the point of beginning.

Together with a 15 foot wide easement along the existing gravel drive and a 30 foot westerly extension as shown on this map for ingress, egress and public utilities as shown on Exhibit A attached hereto.

Also, a non-exclusive easement for ingress-egress as recorded in Instrument 20040903000493620 being more particularly described as follows:

Part of the NW 1/4 of the SW 1/4 of Section 10, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at an existing iron rebar being the locally accepted most southerly corner of Lot 6, Gentle Forest, as recorded in Map Volume 6, page 63, in the Office of the Judge of Probate, Shelby County, Alabama, run in a southeasterly direction along the end of the existing road right of way for Corsair Drive for a distance of 60.0 feet to the most southerly corner of said road right of way; thence turn an angle to the right of 90° and run in a southwesterly direction for a distance of 60.0 feet; thence turn an angle to the right of 90° and run in a northwesterly direction for a distance of 60.0 feet; thence turn an angle to the right of 90° and run in a northeasterly direction for a distance of 60.0 feet, more or less, to the point of beginning.