

EASEMENT AGREEMENT

THIS AGREEMENT made and entered into this 10th day of September, 2008, by and between James M. Kirkwood and Ann K. Kirkwood, husband and wife (hereinafter referred to as "the Kirkwoods"); Mountainview LLC (hereinafter referred to as "Mountainview"); and Francis David Kirkwood (hereinafter referred to as "Frank Kirkwood") as follows:

WITNESSETH:

Whereas, the Kirkwoods are the fee owners of the property described in Exhibit "A" attached hereto and made a part hereof; and

Whereas, Mountainview is the fee owner of the property described in Exhibit "B" attached hereto and made a part hereof; and

Whereas, Frank Kirkwood is the fee owner of the property described in Exhibit "C" attached hereto and made a part hereof; and

Whereas, Mountainview have agreed to grant to the Kirkwoods and Frank Kirkwood an easement and right-of-way across a portion, but only a portion, of the property described in Exhibit "B" for the limited purpose of ingress and egress to the Kirkwood's property described in Exhibit "A" and Frank Kirkwood's property described in Exhibit "C"; said portion of the property described in Exhibit "B" being more particularly described and depicted on Exhibit "D" attached hereto and incorporated herein; and

Whereas, Frank Kirkwood has agreed to grant to Mountainview and the Kirkwoods an easement and right-of-way across a portion, but only a portion, of the property described in Exhibit "C" for the limited purpose of ingress and egress to Mountainview's property described in Exhibit "D" and the Kirkwoods' property described in Exhibit "A"; said portion of the property described in Exhibit "C" being more particularly described and depicted on Exhibit "E" attached hereto and incorporated herein; and

Whereas, Mountainview have agreed to grant to the Kirkwoods an easement and right-of-way across a portion, but only a portion, of the property described in Exhibit "B" for the limited purpose of ingress and egress to the Kirkwoods' property described in Exhibit "A" said portion of the property described in Exhibit "B" being more particularly described and depicted on Exhibit "F" attached hereto and incorporated herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and conditions herein set forth, it is agreed by the parties as follows:

1. The easements described in Exhibits "D", "E", and "F" (collectively referred herein as "Collective Easements") are easements for the free and uninterrupted passage of motor vehicles over and across the two parcels of property described and depicted on the Collective Easements attached hereto. It is understood and agreed, however, that the Collective Easements and means of ingress and egress shall be and shall remain private and specifically shall not be public driveways or roadways.

2. It is agreed Mountainview LLC will construct and install the roads for ingress and egress for the benefit of both Frank Kirkwood and the Kirkwoods over the Collective Easements. Mountainview LLC will pay all cost and expenses related to the installation and paving of said road, however, upon completion of the road over the Collective Easements, the maintenance agreements in Paragraphs 5, 6, and 7 will be enforceable.
3. The Kirkwoods, Mountainview, and Frank Kirkwood shall be permitted to construct and install curb cuts, curbs, guttering, driveways, driveway access, utilities, and storm drainage in each respective party's respected easement to service and give direct access to the grantee's property, each curb cut not to protrude beyond the boundaries of the applicable easement.
4. Nothing in this Agreement shall prohibit the Kirkwoods, Mountainview, or Frank Kirkwood from selling or otherwise disposing of or transferring their respective properties, provided however, that any and all conveyance of the property shall be subject to the Collective Easements conveyed herein and the other covenants granted by the parties in this Agreement.
5. Notwithstanding anything to the contrary set forth herein, the parties hereby reserve unto themselves, and their successors and assigns the right to install and maintain utilities and storm drainage within the Collective Easements so long as such utilities and storm drainage do not unreasonably interfere with grantee's intended uses. The parties represent, warrant and covenant with each other that they will conduct such installation and maintenance of said utilities and/or storm drainage in such a manner as to minimize the length and severity of the interruption of the other parties' use of the Collective Easements. The parties also represent, warrant and covenant that, during installation or maintenance of any utilities or storm drainage within the Collective Easements which may impair the other parties' access to their respective properties, they will use reasonable efforts to install or to cause to be installed temporary alternative driveways on and across the property the during the time the installations and/or maintenance of utilities or storm drainage is being conducted on any Collective Easements so as not to impair any party's access to their respective property.
6. In the event the installation or maintenance of utilities and/or storm drainage requires the removal of or results in any damage to the curb cuts, curbs, guttering, driveways, driveway access, utilities, or storm drainage constructed by any party within or upon the Collective Easements, the damaging party will be responsible for the cost and administration of repairing any damage to the curb cuts, curbs, guttering, driveways, driveway access, utilities, or storm drainage constructed by the damaged party within or upon the Collective Easements, including the selection and payment of contractors employed to perform such maintenance work and the collection of invoices for the maintenance and repair services. In the event the damaging party shall fail to perform or cause to be performed the repairs required in this Paragraph 5 within fourteen (14) days after written notice, the damaged party may undertake to repair the curb cuts, curbs, guttering, driveways, driveway access, utilities, and/or storm drainage damaged by the installation or maintenance of utilities and/or storm drainage, and charge the cost of such maintenance to the damaging party. If the damaging party fails to pay such costs within

thirty (30) days after written notice of costs, the damaged party shall have the right to file liens against the property owned by the damaging party in the amount of said costs, including reasonable attorneys fees and other legal expenses, plus interest as allowed by law.

7. The parties agree that the Collective Easements and the curb cuts, curbs, guttering, driveways, driveway access, utilities, and/or storm drainage installed by any party within or upon the Collective Easements shall be maintained in accordance with generally accepted engineering and construction specifications necessary to accommodate the uses and anticipated traffic. The party constructing installing said improvements ("the improving party") will be responsible for the cost and administration of maintaining the Collective Easements along with the curb cuts, curbs, guttering, driveways, driveway access, utilities, and/or storm drainage located within or upon the Collective Easements, including the selection and payment of contractors employed to perform such maintenance work and the collection of invoices for the maintenance and repair services. Said curb cuts, curbs, guttering, driveways, driveway access, utilities, and storm drainage shall be maintained in good, safe, and reasonable conditions by the improving party. Maintenance of the Collective Easements shall include the provision for proper water drainage, the provision for maintenance of asphalt and concrete due to normal wear and tear, and keeping the driveway clear of trash, debris, and obstructions. In the event the improving party shall fail to perform or cause to be performed the maintenance required in this Paragraph 6 within fourteen (14) days after written notice, a non-improving party may undertake to maintain the Collective Easements and the curb cuts, curbs, guttering, driveways, driveway access, utilities, and/or storm drainage located within or upon the Collective Easements, and charge the cost of such maintenance to the improving party. If the improving party fails to pay such costs within thirty (30) days after written notice of costs, a non-improving party shall have the right to file liens against the property owned by the improving party in the amount of said costs, including reasonable attorneys fees and other legal expenses, plus interest as allowed by law.
8. As a condition and covenant of the easements granted herein, the parties covenant and agree the none of the parties, their successors or assigns shall in any way be liable for any injury or damage whatsoever to persons or property which may result from any party's use of the driveways located in and on the Collective Easements, and/or lack of safety, latent or patent, of the driveways located upon the Collective Easements, and the parties each assumes all risk of personal injury and death of their respective tenants, customers, invitees, employees, suppliers, contractors, sub-contractors, builders, guests and licensees, and/or damage to their respective properties and their respective tenants, customers, invitees, employees, suppliers, contractors, sub-contractors, builders, guests and licensees from their use of the driveways located within or on the Collective Easements.
9. The covenants and agreements herein contained shall be covenants appurtenant to and running with the land and shall bind and inure to the benefit of all parties and their respective successors and assigns.
10. This agreement shall be governed by the laws of the State of Alabama.

IN WITNESS WHEREOF, James M. Kirkwood, Ann K. Kirkwood, Francis David Kirkwood and Mountainview LLC have set their hands and seals this ____ day of September, 2008.

James M. Kirkwood [SEAL]
James M. Kirkwood

Ann K. Kirkwood [SEAL]
Ann K. Kirkwood

Francis David Kirkwood [SEAL]
Francis David Kirkwood

Mountainview, LLC, an Alabama Limited Liability Company

By: Wayne Graves, Its Manager

Wayne Graves [SEAL]

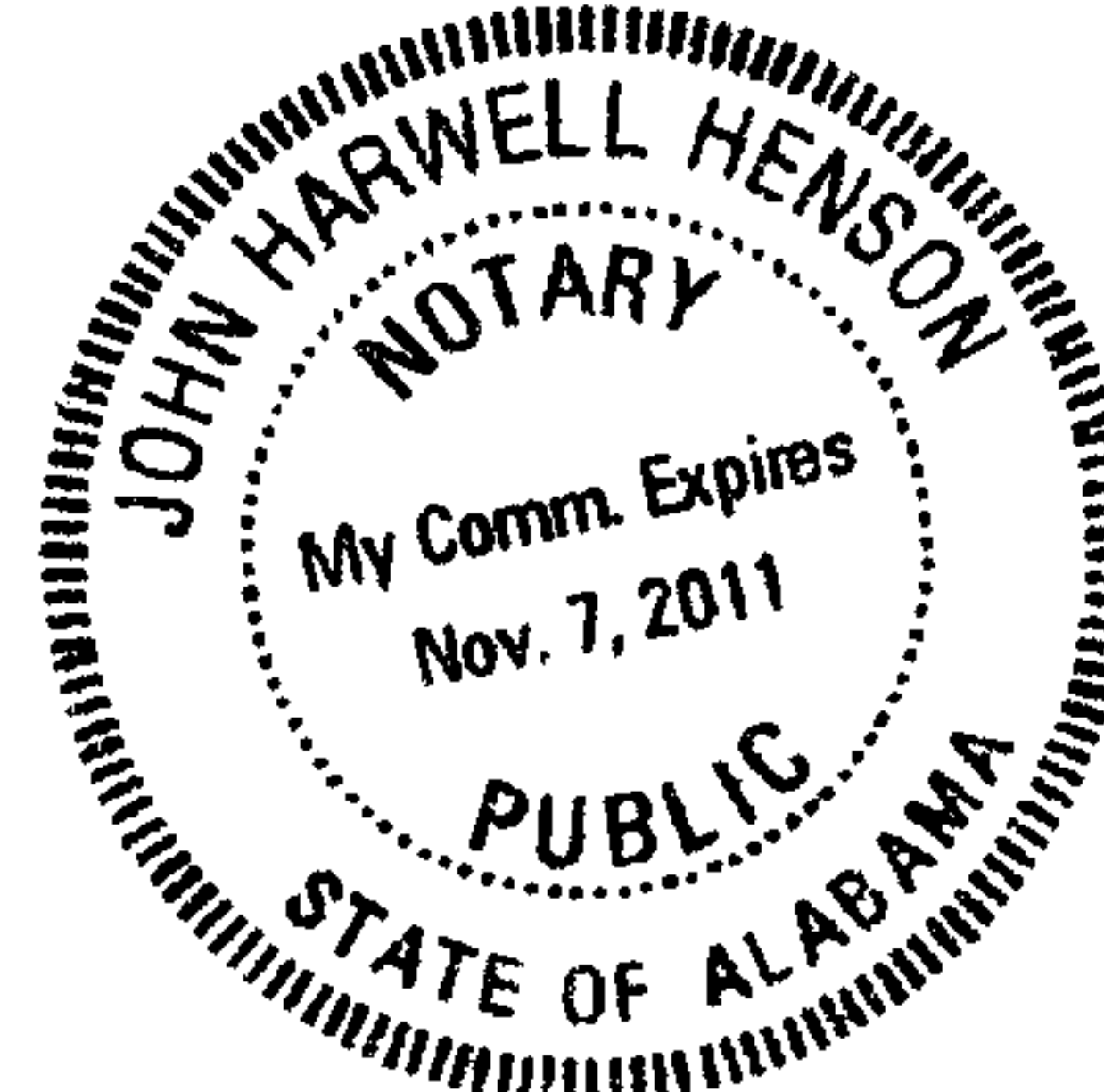
**STATE OF ALABAMA
COUNTY OF JEFFERSON**

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **James M. Kirkwood, Ann K. Kirkwood, and Francis David Kirkwood** whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said Instrument, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 10th day of September, 2008.

[Signature]
NOTARY PUBLIC
My Commission Expires: _____

[Notarial Seal]



STATE OF ALABAMA
COUNTY OF JEFFERSON

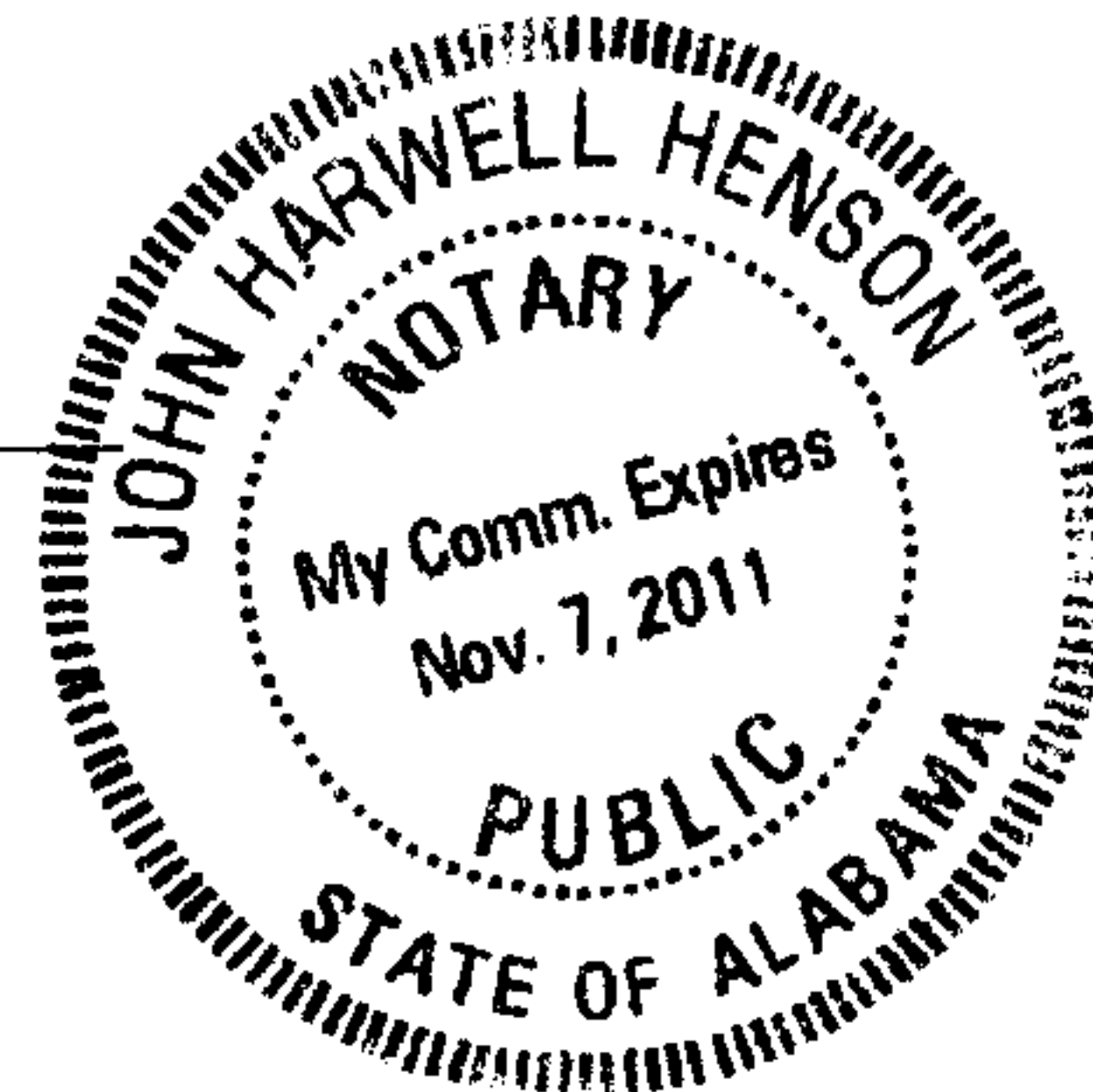
I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Wayne Graves, the ~~Manager~~^{PRESIDENT} of Mountainview, LLC, an Alabama Limited Liability Company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he as such off officer and with full authority, executed the same for and as the act of said corporation in its capacity as the Manager of said limited liability company.

Given under my hand and official seal this 10th day of September, 2008.


NOTARY PUBLIC

My Commission Expires: _____

[Notarial Seal]



This instrument was prepared by:
John H. Henson, Attorney At Law
2700 Highway 280, Suite 315W
Birmingham, Alabama 35223

EXHIBIT "A"

Lot 4 of Kirkwood Family Subdivision #2 (a proposed subdivision) situated in Section 13, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at an iron pin found locally accepted to be the Northeast corner of the Northwest quarter of the Northeast quarter of said Section 13; thence run South 00 degrees, 29 minutes, 03 seconds East along the East line of said quarter-quarter section for a distance of 808.04 feet to the point of beginning; thence run North 60 degrees, 06 minutes, 02 seconds East for a distance of 2.73 feet to an iron pin set; thence run North 44 degrees, 30 minutes, 57 seconds East for a distance of 150.53 feet to an iron pin set; thence run South 45 degrees, 29 minutes, 03 seconds East for a distance of 658.95 feet to an iron pin set; thence run South 43 degrees, 14 minutes, 46 seconds West for a distance of 50.69 feet to an iron pin set; thence run South 36 degrees, 09 minutes, 41 seconds West for a distance of 192.24 feet to an iron pin set; thence run North 87 degrees, 57 minutes, 30 seconds West for a distance of 425.41 feet to an iron pin set on the East line of said quarter-quarter section; thence run South 72 degrees, 28 minutes, 20 seconds West for a distance of 306.83 feet to an iron pin set; thence run North 35 degrees, 52 minutes, 23 seconds West for a distance of 398.35 feet to an iron pin set; thence run North 60 degrees, 06 minutes, 02 seconds East for a distance of 601.61 feet to the point of beginning; said Lot 4 containing 10.13 acres, more or less.



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Shelby Cnty Judge of Probate, AL
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EXHIBIT "B"

Lot 1 of Graves Subdivision (a proposed subdivision) situated in the East one half of Section 13, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Begin at a iron pin found locally accepted to be the Northeast corner of the Northwest quarter of the Northeast quarter of said Section 13; thence run South 00 degrees, 29 minutes, 03 seconds East along the East line of said quarter-quarter Section for a distance of 30.03 feet to an iron pin set; thence run South 88 degrees, 03 minutes, 37 seconds East for a distance of 378.75 feet to an iron pin set; thence run South 00 degrees, 08 minutes, 04 seconds East for a distance of 169.92 feet to an iron pin set; thence run South 87 degrees, 57 minutes, 51 seconds East for a distance of 120.00 feet to an iron pin set; thence run South 45 degrees, 54 minutes, 10 seconds East for a distance of 700.19 feet to an iron pin set; thence run South 44 degrees, 35 minutes, 30 seconds West for a distance of 175.27 feet to an iron pin set; thence run South 40 degrees, 50 minutes, 40 seconds West for a distance of 315.96 feet to an iron pin set; thence run South 43 degrees, 14 minutes, 46 seconds West for a distance of 127.95 feet to an iron pin set; thence run North 45 degrees, 29 minutes, 03 seconds West for a distance of 658.95 feet to an iron pin set; thence run South 44 degrees, 30 minutes, 57 seconds West for a distance of 150.53 feet to an iron pin set; thence run South 60 degrees, 06 minutes, 02 seconds West for a distance of 604.34 feet to an iron pin set; thence run South 47 degrees, 27 minutes, 38 seconds West for a distance of 100.14 feet to a point; thence run South 37 degrees, 44 minutes, 23 seconds West for a distance of 95.56 feet to an iron pin set; thence run South 53 degrees, 55 minutes, 03 seconds West for a distance of 78.63 feet to an iron pin set; thence run South 57 degrees, 13 minutes, 45 seconds West for a distance of 96.67 feet to an iron pin set; thence run South 43 degrees, 35 minutes, 12 seconds West for a distance of 210.23 feet to an iron pin set; thence run North 87 degrees, 08 minutes, 22 seconds West for a distance of 226.92 feet to an iron pin set on the Southeast right-of-way line of Alabama Highway No. 119; thence run North 30 degrees, 08 minutes, 53 seconds East along said Southeast right-of-way line for a distance of 1,159.91 feet to an iron pin set on a curve to the right, having a central angle of 10 degrees, 07 minutes, 43 seconds, a radius of 3,033.33 feet and a chord bearing of North 35 degrees, 12 minutes, 45 seconds East; thence run in a Northeasterly direction along the arc of said curve and also along said Southeast right-of-way line for a distance of 536.23 feet to an iron pin set; thence run North 40 degrees, 07 minutes, 48 seconds East along said Southeast right-of-way line for a distance of 76.24 feet to an iron pin found on the North line of said quarter-quarter section; thence run South 87 degrees, 55 minutes, 21 seconds East for a distance of 223.05 feet to the point of beginning; said Lot 1 containing 31.43 acres, more or less.



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EXHIBIT "C"

Lot 3 of Kirkwood Family Subdivision #2 (a proposed subdivision) situated in Section 13, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at an iron pin found locally accepted to be the Northeast corner of the Northwest quarter of the Northeast quarter of said Section 13; thence run South 00 degrees, 29 minutes, 03 seconds East along the East line of said quarter-quarter Section for a distance of 808.04 feet to a point; thence run South 60 degrees, 06 minutes, 02 seconds West for a distance of 601.61 feet to the point of beginning; thence run South 35 degrees, 52 minutes, 23 seconds East for a distance of 398.35 feet to an iron pin set; thence run North 72 degrees, 28 minutes, 20 seconds East for a distance of 306.83 feet to an iron pin set at the Northeast corner of the Southwest quarter of the Northeast quarter of said Section 13; thence run South 00 degrees, 29 minutes, 03 seconds East along the East line of said quarter-quarter Section for a distance of 456.33 feet to an iron pin set; thence run South 36 degrees, 37 minutes, 56 seconds West for a distance of 146.74 feet to an iron pin set; thence run North 70 degrees, 29 minutes, 51 seconds West for a distance of 1175.39 feet an iron pin set on the Southeast right of way line of Alabama Highway No.119; thence run North 30 degrees, 08 minutes, 53 seconds East along said right of way line for a distance of 33.76 feet to an iron pin set; thence run South 87 degrees, 08 minutes, 22 seconds East for a distance of 226.92 feet to an iron pin set; thence run North 43 degrees, 35 minutes, 12 seconds East for a distance of 210.23 feet to an iron pin set; thence run North 57 degrees, 13 minutes, 45 seconds East for a distance of 96.67 feet to an iron pin set; thence run North 53 degrees, 55 minutes, 03 seconds East for a distance of 78.63 feet to an iron pin set; thence run North 37 degrees, 44 minutes, 23 seconds East for a distance of 95.56 feet to an iron pin set; thence run North 47 degrees, 27 minutes, 38 seconds East for a distance of 100.14 feet to the point of beginning; said Lot 3 containing 10.13 acres, more or less.



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EXHIBIT "D"

An ingress and egress and utility easement situated in proposed Lots 1,2,3 & 4, Oak Alley Estates, being part of the Northeast 1/4 of Section 13, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at an iron pin found, locally accepted to be the Northeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 13; thence run South 00 degrees, 29 minutes, 03 seconds East along the East line of said quarter-quarter section for a distance of 808.04 feet to a point; thence run South 60 degrees, 06 minutes, 02 seconds West for a distance of 601.61 feet to a point; thence run South 47 degrees, 27 minutes, 38 seconds West for a distance of 100.14 feet to a point; thence run South 37 degrees, 44 minutes, 23 seconds West for a distance of 95.56 feet to a point; thence run South 53 degrees, 55 minutes, 03 seconds West for a distance of 78.63 feet to a point; thence run South 57 degrees, 13 minutes, 45 seconds West for a distance of 96.67 feet to a point; thence run South 43 degrees, 35 minutes, 12 seconds West for a distance of 317.75 feet to the point of beginning; thence continue South 43 degrees, 35 minutes, 12 seconds West for a distance of 253.82 feet to a point; thence run North 53 degrees, 43 minutes, 19 seconds West for a distance of 118.37 feet to a point on the Southeast right of way line of Alabama Highway No.119; thence run North 30 degrees, 08 minutes, 53 seconds East along said right of way line for a distance of 50.29 feet to a point; thence run South 53 degrees, 43 degrees, 19 seconds East for a distance of 109.99 feet to a point; thence run North 43 degrees, 35 minutes, 12 seconds East for a distance of 197.04 feet to a point; thence run South 70 degrees, 29 minutes, 51 seconds East for a distance of 21.91 feet to the point of beginning.



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EXHIBIT "E"

An ingress and egress and utility easement situated in proposed Lot 3, Kirkwood Family Subdivision #2, being part of the Northeast 1/4 of Section 13, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at an iron pin found, locally accepted to be the Northeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 13; thence run South 00 degrees, 29 minutes, 03 seconds East along the East line of said quarter-quarter section for a distance of 808.04 feet to a point; thence run South 60 degrees, 06 minutes, 02 seconds West for a distance of 601.61 feet to a point; thence run South 47 degrees, 27 minutes, 38 seconds West for a distance of 100.14 feet to a point; thence run South 37 degrees, 44 minutes, 23 seconds West for a distance of 95.56 feet to a point; thence run South 53 degrees, 55 minutes, 03 seconds West for a distance of 78.63 feet to a point; thence run South 57 degrees, 13 minutes, 45 seconds West for a distance of 96.67 feet to a point; thence run South 43 degrees, 35 minutes, 12 seconds West for a distance of 210.23 feet to the point of beginning; thence continue South 43 degrees, 35 minutes, 12 seconds West for a distance of 107.52 feet to a point; thence run North 70 degrees, 29 minutes, 51 seconds West for a distance of 21.91 feet to a point; thence run North 43 degrees, 35 minutes, 12 seconds East for a distance of 99.25 feet to a point; thence run South 87 degrees, 08 minutes, 22 seconds East for a distance of 26.39 feet to the point of beginning.



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EXHIBIT "F"

An ingress and egress and utility easement situated in proposed Lot 1, Graves Subdivision, being part of the Northeast 1/4 of Section 13, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at an iron pin found, locally accepted to be the Northeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 13; thence run South 00 degrees, 29 minutes, 03 seconds East along the East line of said quarter-quarter section for a distance of 808.04 feet to a point; thence run South 60 degrees, 06 minutes, 02 seconds West for a distance of 560.50 feet to the point of beginning; thence continue South 60 degrees, 06 minutes, 02 seconds West for a distance of 41.11 feet to a point; thence run South 47 degrees, 27 minutes, 38 seconds West for a distance of 100.14 feet to a point; thence run South 37 degrees, 44 minutes, 23 seconds West for a distance of 95.56 feet to a point; thence run South 53 degrees, 55 minutes, 03 seconds West for a distance of 78.63 feet to a point; thence run South 57 degrees, 13 minutes, 45 seconds West for a distance of 96.67 feet to a point; thence run South 43 degrees, 35 minutes, 12 seconds West for a distance of 210.23 feet to a point; thence run North 87 degrees, 08 minutes, 22 seconds West for a distance of 26.39 feet to a point; thence run North 43 degrees, 35 minutes, 12 seconds East for a distance of 229.84 feet to a point; thence run North 57 degrees, 13 minutes, 45 seconds East for a distance of 98.48 feet to a point; thence run North 53 degrees, 55 minutes, 03 seconds East for a distance of 75.21 feet to a point; thence run North 37 degrees, 44 minutes, 23 seconds East for a distance of 94.42 feet to a point; thence run North 47 degrees, 27 minutes, 38 seconds East for a distance of 104.05 feet to a point; thence run North 60 degrees, 06 minutes, 02 seconds East for a distance 43.32 feet to a point; thence run South 29 degrees, 53 minutes, 58 seconds East for a distance of 20.00 feet to the point of beginning.