

2157
STATE OF ALABAMA

COUNTY OF SHELBY

RECIPROCAL EASEMENT AGREEMENT

THIS AGREEMENT made as of the 28th day of May, 1991, by and between Galleria Properties, whose address is 2221 Victory Lane, Birmingham, Alabama 35216 and Dane Line Inc., whose address is 3075 Highway 150, Birmingham, Alabama 35244 as follows:

RECITALS

1. The property subject to this Indenture is shown on Exhibit "A" attached hereto and made a part hereof.

2. The following described properties constitute a portion of the Riverchase Trade Center, in Shelby County, Alabama.

- a) Lot "2" is owned by Galleria Properties
- b) Lot "3" is owned by Dane Line Inc.
- c) The property subject to this easement is the southern 10 feet of Lot "3" and the northern 10 feet of Lot "2" according to the survey as described as Riverchase Town Center, Volume 12, Page 24, Shelby County, Alabama.

Both parcels, are adjacent to the common boundary that exists between the said Lots 2 and 3.

EASEMENTS

NOW THEREFORE, in consideration of the premises and in consideration of the mutual benefits inuring to the owners and occupants of said lots 2 and 3 and their respective tenants and subtenants, heirs, personal representatives, successors and

assigns, the Parties agree as follows:

(A) There is established, by these presents, an easement, to exist in perpetuity and run with the land, for the ingress, egress and regress of delivery and service trucks and vehicles to and from the Building Area or any portion thereof and the public streets adjacent to the said lots 2 and 3, for the delivery of goods, wares, merchandise and the rendition of services to said owners, and their respective heirs, successors, grantees and assigns, and all persons who now own or hold, or hereafter own or hold, portions of the Building Area or Future Building Areas or any leasehold estate, or any other interest therein, or building space thereon, and the respective tenants or subtenants thereof; and the officers, directors, concessionaires, agents, employees and licensees of any of them;

(B) No curbs, fences, walls or other barriers shall be placed between the lots which will prevent or hinder enjoyment of the easement granted hereby or with the free flow of pedestrians and vehicular traffic.

(C) Each party shall maintain his own portion of the easement in good repair and in a safe, sound and functional condition.

Executed as of the date first written above:

GALLERIA PROPERTIES

by *[Signature]*

Title *Partner - LADCO, Inc Secy Treas.*

Mailing Address:

2221 Victory Lane
Birmingham, Alabama 35216

DANE LINE, INC.

by *Michael Stephen Thum*

Title *Owner*

Mailing Address:

3075 Highway 150
Birmingham, Alabama 35244

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STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that T. A. Lutz, whose name as Secretary / Treasure, a Corporation, is signed to the foregoing Reciprocal Easement Agreement, and who is known to me, acknowledged before me on this date that, being informed of the contents of the said Agreement he, as such _____ and with full authority, executed the same voluntarily for and as the act of said _____.

Given under my hand this the 28 day of May, 1991.

Steven Brown
Notary Public 11/13/93

STATE OF ALABAMA
COUNTY OF SHELBY

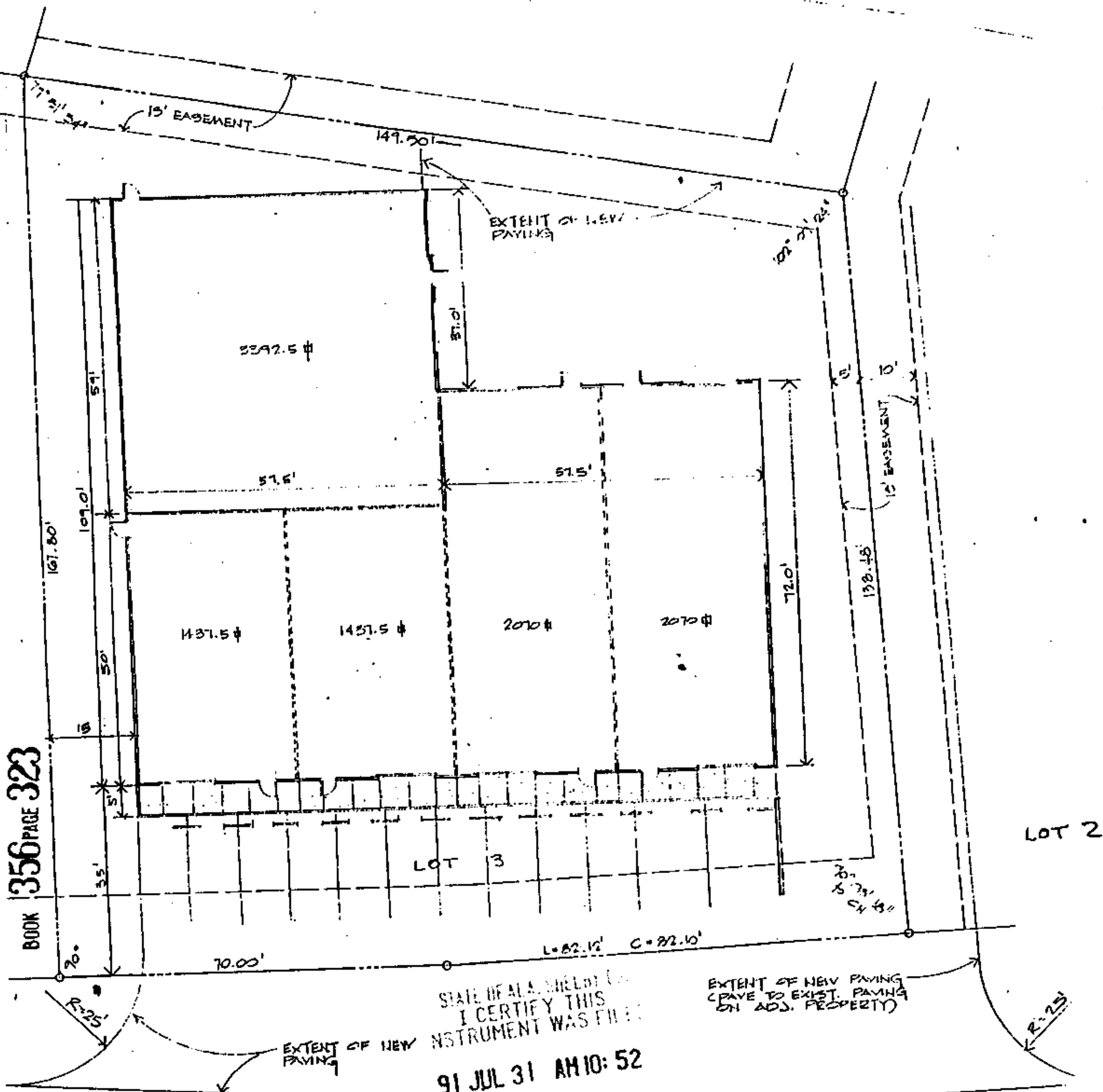
I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Michael Steven Thornton, whose name as the President of Dane Line, Inc., a Corporation, is signed to the foregoing Reciprocal Easement Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Agreement he, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand this the 28th day of May, 1991.

Maime E. Edson
Notary Public

NOTARY PUBLIC, STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: JULY 8, 1993.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

EXHIBIT "A"



STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT WAS FILED
91 JUL 31 AM 10:52

EXTENT OF NEW PAVING
(PAVE TO EXIST. PAVING
ON ADJ. PROPERTY)

SHELBY COUNTY

HIGHWAY 275

1. Dead Tax	-----
2. Mig. Tax	-----
3. Recording Fee	12.50
4. Issuance Fee	3.00
5. No Tax Fee	-----
6. Certified Fee	1.00
Total	16.50

1"=16'-0"

SITE PLAN

EXISTING SITE INFORMATION TAKEN FROM SURVEY PREPARED BY
CARR & ASSOCIATED ENGINEERS, INC. (DARTON F. CARR, RES # 10689).
SHELBY COUNTY, ALA. JULY 12, 1991. PAGE 24. CHERLY CO. ALA.