

STATE OF ALABAMA )

COUNTY OF SHELBY )

CORRECTIVE EASEMENT AGREEMENT

THIS CORRECTIVE EASEMENT AGREEMENT is made and entered into as of the 23<sup>rd</sup> day of November, 1992 by and between DANIEL U.S. PROPERTIES LIMITED PARTNERSHIP, a Virginia limited partnership ("Grantor"), and MAXUS, an Alabama General Partnership ("Grantee").

R E C I T A L S:

Grantor has contemporaneously herewith transferred and conveyed to Grantee that certain real property (the "Grantee's Property") situated in Shelby County, Alabama which is more particularly described in Exhibit A attached hereto and incorporated herein by reference.

Grantor desires to grant to Grantee for the benefit of the Grantee's Property a permanent, non-exclusive easement over and upon that certain real property owned by Grantor (the "Easement Property") situated in Shelby County, Alabama which is more particularly described in Exhibit B attached hereto and incorporated herein by reference for pedestrian and vehicular travel and transportation purposes and the installation and maintenance of underground utility facilities thereon as hereinafter provided.

Grantor and Grantee have heretofore entered into an Easement Agreement dated November 16, 1992 (the "Prior Agreement") which has been recorded as Instrument No. 1992-27437 in the Office of the Judge of Probate of Shelby County, Alabama. The Prior Agreement was recorded prior to the transfer of the Grantee's Property by Grantor to Grantee and without the proper exhibits being attached to the Prior Agreement. Grantor and Grantee desire, by execution of this Agreement, to amend and restate the Prior Agreement in its entirety.

NOW, THEREFORE in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

This instrument prepared  
by and upon recording  
should be returned to:  
Stephen R. Monk, Esq.  
Daniel Corporation  
P.O. Box 385001  
Birmingham, Alabama 35238-5001

Inst # 1992-27964

11/23/1992-27964  
02:41 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

DOB MCD

27.50

1. Grant of Easement to Easement Property. Subject to Grantee's compliance with all of the terms and conditions of this Agreement, Grantor does hereby grant, bargain, sell, convey and assign to Grantee, its successors and assigns, forever, a permanent, perpetual and non-exclusive easement over, across, through, upon and under the Easement Property for the purposes of (a) providing pedestrian and vehicular travel and transportation between the Grantee's Property and the public roadway commonly known as "Corporate Drive" which is situated directly adjacent to the Easement Property and (b) installing, erecting, replacing, relocating, maintaining and operating underground utilities in connection with the development and use of the Grantee's Property including, without limitation, underground public or privately owned and operated electrical, telephone, cable television, water and sewer services, storm drainage, sewers, drainage systems, lines, pipes, conduits, equipment, machinery and other apparatus and appurtenances. The easement granted by Grantor to Grantee pursuant to this Paragraph 1 shall also include the right to tie-on, without additional compensation to Grantor (but subject to Grantee's payment to the applicable utility company of all required tap or reservation fees and service, use and demand charges and expenses), to any existing underground utility lines, pipes or conduits situated in or upon the Easement Property. The easement and rights granted herein by Grantor to Grantee shall be subject to and used in common with Grantor, its successors and assigns and any other parties having any rights or interests therein.

2. Construction Affecting the Easement Property. Grantee shall not, without the prior written consent of Grantor, which consent shall not be unreasonably withheld or delayed, grade, excavate or otherwise disturb the ground or surface of any portion of the Easement Property in the exercise of the easement or any of the other rights granted herein. To the extent Grantor consents to any such grading, excavation or ground or surface disturbances of, on or upon any portion of the Easement Property, then Grantee shall (a) promptly replace all vegetation damaged or destroyed in connection therewith with comparable plant life and vegetation (i.e., size, quality, type and quantity) and in such a manner as may be required by Grantor and (b) repair and replace in such a manner as may be required by Grantor all damage to the Easement Property resulting therefrom, including, without limitation, repaving, restriping and otherwise replacing all pavement damaged or destroyed in connection with the exercise by Grantee of such rights.

3. Reservation of Certain Rights by Grantor. Notwithstanding anything provided in this Agreement to the contrary, Grantor (i) does hereby establish and reserve the perpetual right, in its sole and absolute discretion, at



any time and from time to time, to dedicate the Easement Property or any portion thereof as a public roadway to any governmental authority without requirement that the approval or consent of Grantee, its successors and assigns or the owners, mortgagees or any other party having any other interest in the Grantee's Property be obtained and (ii) shall be and hereby is, authorized and entitled to execute any and all agreements, documents, instruments and subdivision plats pursuant to which the Easement Property or any portion thereof is submitted for dedication as a public roadway. To the extent the execution of any such agreement, document, instrument or subdivision plat by Grantee or Grantee's successors or assigns is required for the public dedication of all or any portion of the Easement Property, then Grantee, any mortgagee of Grantee or any person or other entity having any right, title or interest in the Grantee's Property for themselves and their respective heirs, executors, administrators, personal representatives, successors, assigns, tenants, guests, shareholders, partners, officers, directors, mortgagees, lenders, creditors and transferees, do hereby irrevocably appoint Grantor as their respective agent and attorney-in-fact for the purpose of executing, signing, acknowledging, swearing to and recording any and all instruments, certificates, documents, agreements and subdivision plats relating to the dedication of the Easement Property or any portion thereof as a public roadway in their respective name, place and stead. The power and authority granted herein is hereby declared to be irrevocable and a power coupled with an interest which shall survive the death or dissolution of Grantee, any mortgagee of Grantee or any person or other entity having any right, title or interest in Grantee's Property or any of their respective heirs, executors, administrators, personal representatives, successors, assigns, tenants, guests, shareholders, partners, officers, directors, mortgagees, lenders, creditors and transferees, forever.

**3. Disclaimer of Maintenance Responsibilities.**

Neither Grantor, Meadow Brook Corporate Park South Association, Inc. nor any of their respective successors and assigns shall have any obligation of any nature to maintain, repair or replace any portion of the Easement Property or any improvements thereto including, without limitation, any obligation to pave, repave, stripe, restripe, maintain, repair or otherwise replace any existing streets or roadways currently existing in or upon any portion of the Easement Property or any utility lines, pipes, conduits or other apparatus of any nature situated on, upon or under any portion of the Easement Property.

#### 4. Nature of Easements.

(a) The covenants, conditions, easements and agreements set forth in this Agreement (i) shall be and are appurtenant to and shall be deemed to be covenants running with the land and shall be for the sole and exclusive benefit of the Grantee's Property, (ii) may not be assigned, conveyed, pledged, transferred or otherwise alienated by Grantee, in whole or in part, to any third party separate and apart from the Grantee's Property and (iii) shall be and are binding upon and shall inure to the benefit of Grantor and Grantee and, subject to the conditions set forth in this Agreement, their respective successors and assigns.

(b) Notwithstanding anything provided in this Agreement to the contrary, Grantee covenants and agrees that (i) the easements granted herein and the use of the Easement Property shall serve only the Grantee's Property, (ii) Grantee shall not grant, convey, transfer, assign, license, lease or otherwise allow any portion of the Grantee's Property to be utilized to provide access to and from Corporate Drive or the Easement Property to any other real property situated adjacent or contiguous to or in close proximity with the Grantee's Property and (iii) the rights granted by Grantor to Grantee pursuant to Paragraph 1 above granting Grantee certain utility tie-on or connection rights shall be utilized only by the Grantee's Property and may not be assigned, transferred, conveyed or otherwise utilized by any other real property situated adjacent or contiguous to or in close proximity with the Grantee's Property.

(c) Grantor and Grantee each hereby covenant and agree that, subject to Grantee's compliance with the terms and provisions of this Agreement, no fences or other obstructions shall be erected, maintained or permitted on, across or upon the Easement Property which would obstruct, interfere with, limit or otherwise deny pedestrian or vehicular access over, across, through or upon the Easement Property.

#### 5. Miscellaneous.

(a) This Agreement constitutes the entire agreement between the parties hereto and may be amended and modified only by the written consent of Grantor and Grantee and their respective successors and assigns. Except as otherwise expressly provided herein to the contrary, in the event the consent or approval of Grantor is required to be obtained herein, then such consent or approval may be given or withheld by Grantor in its sole and absolute subjective discretion, with or without cause or reason.



(b) The paragraph headings and captions used herein are for convenience of reference only and shall in no way define, limit, describe or restrict the scope or intent of this Agreement or in any way affect the terms and provisions hereof.

(c) Wherever the contexts requires or permits, the use of the masculine gender shall be deemed to include the feminine, the singular shall include the plural and vice versa.

(d) This Agreement shall be binding upon and inure to the benefit of the parties hereto and, subject to the terms and conditions of Paragraph 4 above, their respective heirs, executors, administrators, personal representatives, successors and assigns.

(e) In the event Grantee breaches any of the covenants or agreements set forth herein or fails to perform any of its obligations hereunder, then Grantor shall be entitled to seek and obtain all rights and remedies available at law or in equity as a result thereof and shall also be entitled to recover from Grantee any and all costs of such legal action, including, without limitation, court costs and attorneys' fees incurred by Grantor as a result thereof.

(f) This Corrective Easement Agreement amends and restates the Prior Agreement which is hereby deemed cancelled, terminated, null and void and of no further force or effect.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement Agreement on the day and year first above written.

GRANTOR:

DANIEL U.S. PROPERTIES  
LIMITED PARTNERSHIP, a  
Virginia limited partnership

By: Daniel Realty Investment  
Corporation, a Virginia  
corporation, Its General  
Partner

By:   
Its: Senior Vice President

**GRANTEE:**

**MAXUS, an Alabama General Partnership**

By: Ronald W. Johnson  
Ronald W. Johnson,  
Its General Partner

By: Grady F. Burrow  
Grady F. Burrow,  
Its General Partner

STATE OF ALABAMA )

COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Stephen R. Monk whose name as Sr. Vice President of DANIEL REALTY INVESTMENT CORPORATION, a Virginia corporation, as General Partner of DANIEL U.S. PROPERTIES LIMITED PARTNERSHIP, a Virginia limited partnership formerly known as Daniel U.S. Properties, Ltd., 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, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of such corporation in its capacity as general partner.

Given under my hand and official seal, this the 23rd day of November, 1992.

Shirley A. Ellis  
Notary Public

My Commission Expires: 2/26/94

STATE OF ALABAMA )

COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Ronald W. Johnson whose name as General Partner of MAXUS, an Alabama General Partnership, 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, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of such corporation.

Given under my hand and official seal, this the 23 day of November, 1992.

  
Notary Public

My Commission Expires: \_\_\_\_\_

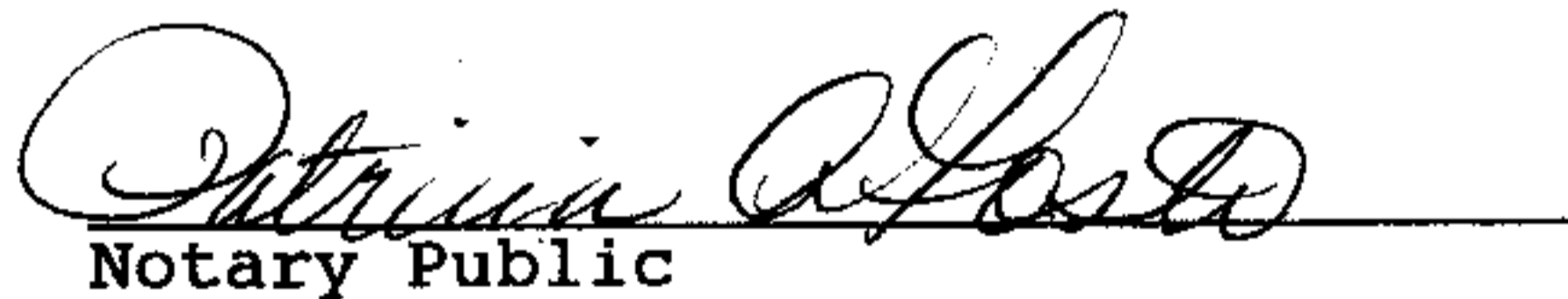
MY COMMISSION EXPIRES JUNE 27, 1993

STATE OF ALABAMA )

COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Grady F. Burrow whose name as General Partner of MAXUS, an Alabama General Partnership, 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, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of such corporation.

Given under my hand and official seal, this the 23 day of November, 1992.

  
Notary Public

My Commission Expires: \_\_\_\_\_

My Commission Expires February 11, 1994

EXHIBIT A

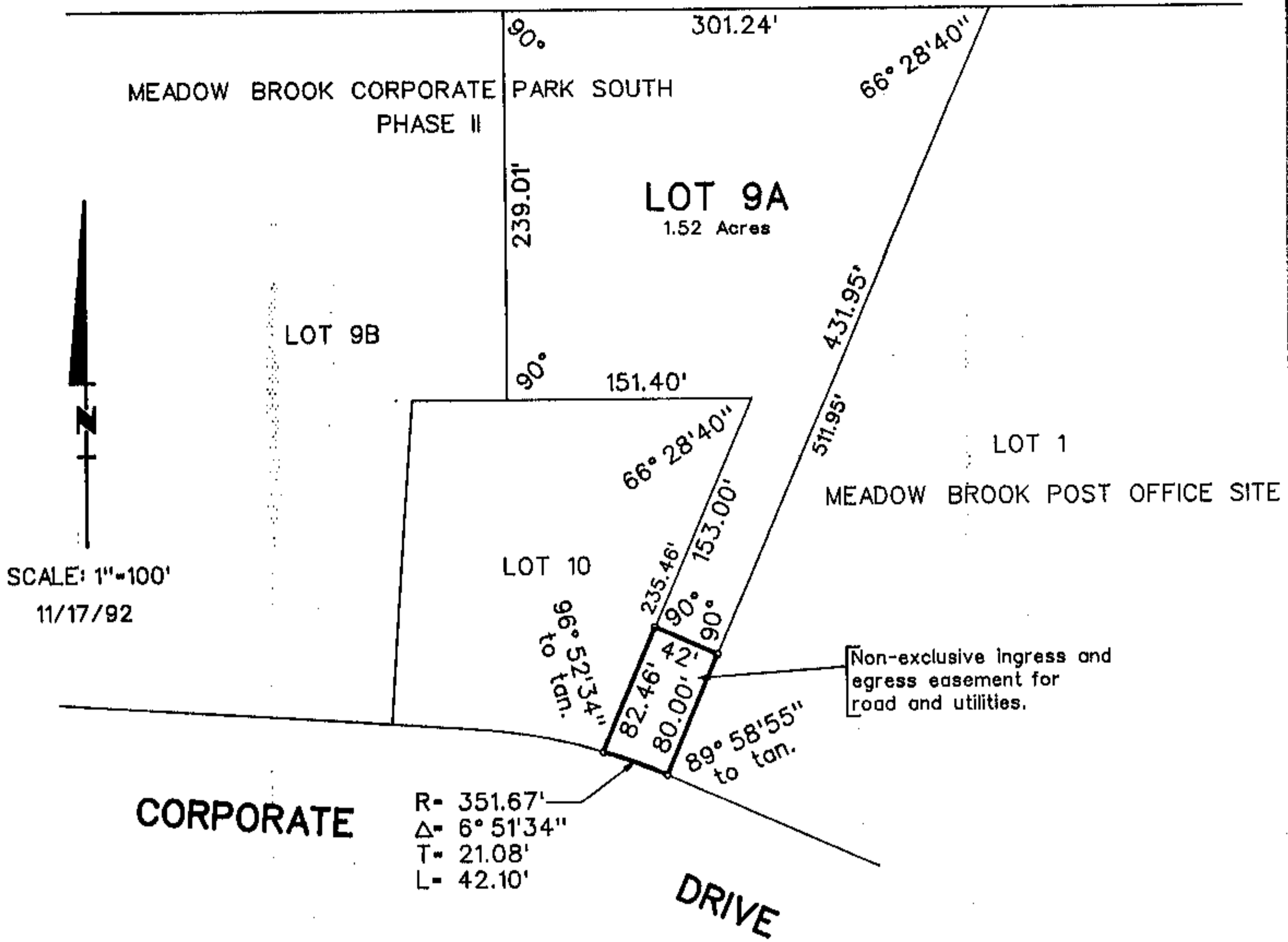
LEGAL DESCRIPTION OF GRANTEE'S PROPERTY

Lot 9A, according to the Resurvey of Lot 9, Meadow Brook Corporate Park South, Phase II, as recorded in Map Book 16, Page 127 in the Office of the Judge of Probate of Shelby County, Alabama.



# EXHIBIT "B"

WALTER SCHOEL ENGINEERING COMPANY, INC.



## NON-EXCLUSIVE INGRESS AND EGRESS EASEMENT FOR ROAD AND UTILITIES

Being a part of Lot 9, Meadow Brook Corporate Park South, Phase II, as recorded in Map Book 12, Page 10, in the office of the Judge of Probate of Shelby County, Alabama and being more particularly described as follows:

Begin at the Southeasternmost corner of Lot 10, Meadow Brook Corporate Park South, Phase II, said point being on the Northeast right-of-way line of Corporate Drive and run in a Northeasterly direction along the Southeast line of Lot 10 a distance of 82.46 feet to a point; thence 90°00' to the right in a Southeasterly direction a distance of 42.00 feet to a point, said point being on the Northwest line of Lot 1, Meadow Brook Post Office Site (recorded in Map Book 11, Page 73); thence 90°00' to the right in a Southwesterly direction and along the Northwest line of said Lot 1 a distance of 80.00 feet to a point on a curve to the left having a radius of 351.67 feet and a central angle of 6°51'34", said point being the Southwesternmost point of Lot 1 and also being the Northeast right-of-way line of Corporate Drive; thence 89°58'55" to the right (angle measured to tangent) along said curve and along said right-of-way in a Northwesterly direction a distance of 42.10 feet to the POINT OF BEGINNING.

Contains 0.08 acres.

November 18, 1992

Inst. # 1992-27964

11/23/1992-27964  
02:41 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
MCD 27.80