

STATE OF ALABAMA
COUNTY OF SHELBY

RECIPROCAL EASEMENT AGREEMENT

This **RECIPROCAL EASEMENT AGREEMENT** (this "Agreement") is made and entered into to be effective as of March 4TH, 2003, by and between Mirage Properties, L.L.C., an Alabama limited liability company (the "Grantor") and SportsFirst, Inc., an Alabama corporation (the "Grantee").

RECITALS

- A. Grantor has this date purchased from Baptist Health System ("BHS"), is the record owner in fee simple of, and is in possession of that certain parcel of real estate being more particularly described in Exhibit "A" (the "Burdened Property") attached hereto and made part hereof.
- B. Grantee owns certain real property being described in Exhibit "B" (the "Grantee's Parcel") attached hereto and made a part hereof.
- C. Grantee is entitled to a limited use parking easement under the terms of an agreement between Grantor and Baptist Health Systems, Inc. an Alabama non-profit corporation and the corporate parent of Grantee ("BHS")
- D. Grantor and Grantee desire to provide for such easement rights on the terms and conditions hereinafter set forth:

Therefore, and in consideration of the mutual covenants herein contained together with other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

- 1. Recital. The above recitals are true and correct and are incorporated herein by reference.
- 2. Parking Easement. Grantor does hereby grant, bargain, sell and convey unto Grantee, a non-exclusive permanent easement for the sole purpose of pedestrian and vehicular ingress and egress in order to use a total of 15 parking spaces identified schematically, on Exhibit "C" (the "Easement Parcel") for the benefit of Grantee's Parcel and its employees, customers, members and invitee parking on and/or in the Easement Parcel during the hours of 5:00 PM CST and 8:00AM CST, Monday through Friday and for all hours on Saturdays and Sundays. The parties acknowledge that Grantee's and Grantor's employees, customers, tenants, members and invitees will use the Easement Parcel for only such purposes. Notwithstanding the other provisions contained herein, Grantor acknowledges that, for a period of ninety days,

from the execution of the final agreement, Grantee may continue to use the easement granted herein for the purpose of accessing the trash dumpsters and pool and tennis court supplies located in the Grantee's Parcel.

3. Grantor Representations and Warrant: Grantor hereby warrants and covenants: (i) that Grantor is lawfully seized of the Burdened Property in fee simple subject to easements, utility permits and road rights of way, and mineral and mining rights exceptions; (ii) that the Grantor does not reside on or within the Burdened Property, nor on any property contiguous therewith; and (iii) that the Burdened Property is not subject to any prior or other lien or encumbrance requiring mortgagee, lender or other consent.
4. Maintenance: Grantor hereby acknowledges and agrees it shall, subject to the agreement contained herein, be solely responsible for the maintenance, upkeep and repair of the parking improvements and other improvements upon Grantor's Burdened Property. Grantee shall not be permitted or allow vehicular traffic that is of excessive weight on the asphalt paving in its use of said Easement Parcel. Grantee shall be liable for any damage to the Easement Parcel or its surrounding area which is caused by Grantee, its employees, customers, members or invitees; provided, however, the same is not caused by Grantor's negligence or willful misconduct. Nothing contained herein shall be construed to require the Grantee to maintain any portion of the Burdened Property outside of the Easement Parcel.
5. Use of Easement: Grantee hereby agrees that Grantee shall exercise its easement rights under this Agreement in such a manner as to minimize disruption to Grantor's use of the Burdened Property.
6. Indemnification: Grantee shall indemnify, defend and hold Grantor harmless from and against all costs, claims, causes of action, expenses (including, without limitation reasonable attorney's fees) arising out of or related to the use of the Easement Parcel by Grantee, its employees, customers, members or invitees.
7. Duration of Easement: Subject to subsection (b) below (a) the parking easement granted herein and the rights of pedestrian and vehicular entry for ingress and egress for the sole purpose of parking shall be perpetual in duration and shall, both as to the benefits and burdens thereof, run with the Grantee's Parcel as appurtenances thereto and the Burdened Property as encumbrances thereto; however, and (b) notwithstanding the foregoing, Grantor shall have the right to terminate the parking easement granted if the Grantee's Parcel (i) ceases to be used as a sports/fitness club or similar establishment or (ii) is conveyed to a party other than Grantee or BHS. In the event Grantor elects to terminate this parking easement in accordance with the contingencies herein provided, then the entire parking easement in this agreement shall terminate upon the filing by Grantor of a Termination of Easement in the Probate Office of Shelby County, Alabama, which document shall not have to be signed or joined by Grantee or its purchaser in order to make the same effective.

8. Relocation: Grantor may change the layout or location of the parking easement at anytime, as the Grantor deems necessary or desirable so long as an equal number of spaces remain available to Grantee and such spaces are located adjacent to Grantee’s Parcel.

Grantor may temporarily relocate the 15 spaces to a location on the Burdened Property that is not immediately adjacent to the Grantee’s Parcel, should Grantor elect to make changes to the parking area within the parking easement. In such case Grantor shall give Grantee 30 days advance written notice of the start of construction and shall diligently pursue the same to completion in a good and workmanlike manner.

Grantor may make application for parking variances from the appropriate government authority. Grantee’s consent to said parking variances shall not be unreasonably withheld and it shall not reduce the number of parking spaces available to Grantee under this Agreement.

10. Entire Agreement: This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

11. Modification of Agreement: Anticipated Amendment: Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced by a writing signed by each party or an authorized representative of each party; provided, however, the parties expect in the near term after the effective date of this Agreement to have the Burdened Property burdened by the easements contemplated hereunder surveyed for a more particular legal description thereof. Grantor and, providing the easements contained in this Agreement are in no way limited or reduced, Grantee do hereby agree to execute and record such amendment document(s) as may be reasonably necessary or appropriate to more particularly describe the Burdened Property.

12. Notices: Any notices given or required pursuant to this instrument shall be deemed to have been received upon actual delivery of the same, on the date so indicated on delivery receipt of Federal Express, or 2 days following deposit of the same in the United State Mail by registered or certified mail, return receipt requested, postage prepaid, addressed to the parties at the following addresses or at such other address as either party shall direct by written notice as follows:

- (1) If to Grantor: Mirage Properties, LLC
2858 Highway 31
Pelham, AL 35124

2) If to Grantee: SportsFirst, Inc.
3500 Blue Lake Drive
Birmingham, AL 35243

12. Headings: The title to the sections of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid in the interpretation of the provisions of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

In witness whereof, the parties hereto have executed, or have caused to be executed by and through their respective, duly-authorized representatives, this Agreement on the day and year first above written.

GRANTOR:

MIRAGE PROPERTIES, L.L.C.
An Alabama Limited Liability Company

By: *Steve Issis*

Title: *Managing Member*

State of Alabama)
County of *Jefferson*)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Steve Issis, whose name as managing member of the Mirage Properties, LLC, a 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 managing member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

GIVEN UNDER MY HAND THIS THE 4 DAY OF MARCH, 2003.

McV
Notary Public

My Commission Expires: _____
My Commission Expires May 21, 2004

GRANTEE:

SPORTSFIRST, INC.
An Alabama Corporation

By: *B. Roy*

Title: *President, SFI*

State of Alabama)
County of *Jefferson*)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that *Bruce Gowin*, whose name as *President* of SportsFirst, Inc., an Alabama corporation, 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 officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN UNDER MY HAND THIS THE *4th* DAY OF MARCH, 2003.

Cherie Rose
Notary Public
My Commission Expires: *08/25/06*.

EXHIBIT

A

A part of the SE ¼ of the SW ¼ of Section 32, Township 18 South, Range 1 West more particularly described as follows:

Commence at the SW corner of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama and run in an Easterly direction along the South line of said section a distance of 1336.01 feet to a 1 ½ inch open pipe at the SW corner of the SE ¼ of the SW ¼ of said Section 32; thence deflect an angle to the right 0 deg. 02 min. 13 sec. and run in a Easterly direction and along the South line of the SE ¼ of the SW ¼ of said Section 32, a distance of 258.72 feet to the point of beginning of the herein described parcel; thence deflect an angle to the left of 90 deg. 00 min. 00 sec. and run in a northerly direction a distance of 144.62 feet; thence turn an interior angle of 154 deg. 13 min. 15 sec. and run to the right in a Northeasterly direction a distance of 208.95 feet; thence turn an interior angle of 89 deg. 41 min. 01 sec. and run to the right in a Southeasterly direction a distance of 378.71 feet; thence turn an interior angle of 247 deg. 13 min. 16 sec. and run to the left in a Northeasterly direction a distance of 104.50 feet to a point on the Southwesterly right of way of U. S. Highway 280 also being a point on a curve; thence turn an interior angle of 88 deg. 04 min. 37 sec. to tangent and run to the right in a Southeasterly direction along said right of way and along the arc of a curve to the right having a radius of 2714.79 feet and a central angle of 2 deg. 58 min. 52 sec. a distance of 141.25 feet to a point; thence turn an interior angle of 174 deg. 19 min. 28 sec. from the tangent of last described curve and run to the right along said right of way in a Southeasterly direction a distance of 143.10 feet to a point on the South line of said Section 32; thence turn an interior angle of 59 deg. 27 min. 15 sec. and leaving said right of way run to the right in a Westerly direction along the South line of said Section 32 a distance of 668.86 feet to the point of beginning; being situated in Shelby County, Alabama.

Beneficial Rights in and to the following:

- a. Reciprocal Easement Agreement dated January 1, 1998 by and between Baptist Health Systems, Inc. and Charles W. Daniel and as set out by Inst. #1999-7730 in Probate Office.
- b. Reciprocal Easement Agreement dated August 5, 1999 by and between Baptist Health Systems, Inc. and Sportsfirst, Inc. as set out by Inst. #1999-33954 in Probate Office of Shelby County and Modification of Reciprocal Easement Agreement recorded as Inst. No. 2001-7233 in the Probate Office.
- c. Reciprocal Easement Agreement dated November 7th 2000, by and between Baptist Health Systems, Inc. and The Terrace, LLC, an Alabama limited liability company as set out by Inst. No. 2000-38869 in Probate Office of Shelby County and the Amended and Restated Reciprocal Easement Agreement as set out in Inst. No. 2001-4482 in the Probate Office.

EXHIBIT

B

Commence at the Southwest corner Section 32, Township 18 South, Range 1 West, Shelby County, Alabama, and run in an Easterly direction along the South line of said Section a distance of 1336.01 feet to a 1- $\frac{1}{2}$ " open pipe at the Southwest corner of the Southeast quarter of the Southwest $\frac{1}{4}$ of said Section 32, said point being the Point of Beginning of the herein described parcel; thence deflect an angle to the left of 132°49'41" and run in a Northwesterly direction a distance of 102.14 feet; thence turn an interior angle of 185°01'08" and run to the left in a Northwesterly direction a distance of 112.31 feet; thence turn an interior angle of 176°02'57" and run to the right in a Northwesterly direction a distance of 102.30 feet; thence turn an interior angle of 106°17'55" and run to the right in a Northeasterly direction 276.15 feet; thence turn an interior angle of 175°00'09" and run to the right in a Northeasterly direction a distance of 226.42 feet; thence turn an interior angle of 94°23'04" and run to the right in a Southeasterly direction a distance of 57.56 feet; thence turn an interior angle of 265°36'56" and run to the left in a Northeasterly direction a distance of 174.46 feet to a point on the Southwesterly right-of-way of U.S. Highway 280, also being a point on a curve; thence turn an interior angle of 90°32'33" to tangent and run to the right in a Southeasterly direction along said right-of-way and along the arc of a curve to the right having a radius of 2714.79 feet and a central angle of 16°34'27" a distance of 785.31 feet to a point; thence turn an interior angle of 91°55'23" from the tangent of last described curve and run to the right in a Southwesterly direction a distance of 104.50 feet; thence turn an interior angle of 112°46'44" and run to the right in a Northwesterly direction a distance of 378.71 feet; thence turn an interior angle of 270°18'59" and run to the left in a Southwesterly direction a distance of 208.95 feet; thence turn an interior angle of 205°46'45" and run to the left in a Southerly direction a distance of 144.62 feet to a point on the South line of said Section 32; thence turn an interior angle of 90°00'00" and run to the right in a Westerly direction along the South line of said Section 32 a distance of 258.72 feet to the point of beginning.

