

RECIPROCAL EASEMENT AGREEMENT

THIS AGREEMENT made this 7th day of August, 1985, between INVESTMENT SOUTHEASTERN, LTD., a Georgia limited partnership whose sole general partner is Plaza Developments, Inc., a Georgia corporation (hereinafter referred to as the "First Party") and KOVACH-EDDLEMAN PROPERTIES, an Alabama general partnership (hereinafter referred to as "Properties") and 280 ASSOCIATES, LTD., an Alabama limited partnership (hereinafter referred to as "280"; 280 and Properties hereinafter collectively referred to as the "Second Party").

W I T N E S S E T H:

WHEREAS, the First Party is fee simple owner of a tract of land (hereinafter referred to as the "Premises"), which is particularly described in Exhibit "A" attached hereto and by this reference made a part hereof; and

WHEREAS, 280 is fee simple owner of that tract of land (hereinafter referred to as the "280 Premises"), which is adjacent and contiguous to the Premises and which is more particularly described in Exhibit "B" attached hereto and by this reference made a part hereof; and

WHEREAS, Properties is fee simple owner of that tract of land (hereinafter referred to as the "Properties Premises"), which is adjacent and contiguous to the Premises and which is more particularly described in Exhibit "C" attached hereto and by this reference made a part hereof (the 280 Premises and the Properties Premises hereinafter collectively referred to as the "Adjoining Premises"); and

WHEREAS, the First Party desires to grant and the Second Party desires to accept, upon the terms and conditions hereinafter set forth, a non-exclusive easement for pedestrian and vehicular ingress and egress, to be used in common with the First Party, over and across the roads located from time to time on the Premises as such roads are from time to time established and relocated by the First Party on the Premises (said roads are herein collectively referred to as the "Easement Premises" and the initial location of the Easement Premises is described on Exhibit "D" attached hereto and by reference made a part hereof); and

WHEREAS, the Second Party desires to grant and the First Party desires to accept, a non-exclusive easement for pedestrian and vehicular ingress and egress, to be used in common with the Second Party, over and across the roads located from time to time on the Adjoining Premises, as such roads are from time to time established and relocated by the Second Party on the Adjoining Premises (said roads are herein collectively referred to as the "Access Easement Premises" and the initial location of the Access Easement Premises is described on Exhibit "E" attached hereto and by reference made a part hereof).

WHEREAS, the First Party desires to grant and the Second Party desires to accept, upon the terms and conditions hereinafter set forth, a non-exclusive easement for the installation, maintenance, repair and replacement of utilities within the Easement Premises, including, without

Jack A.

limitation, electricity, gas, water, telephone, storm sewer and sanitary sewer; and

WHEREAS, the Second Party desire to grant and the First Party desires to accept, upon the terms and conditions hereinafter set forth, non-exclusive easement for the installation, maintenance, repair and replacement of utilities within the Access Easement Premises, including, without limitation, electricity, gas, water, telephone, storm sewer and sanitary sewer; and

NOW THEREFORE, in consideration of the premises and of the sum of One and No/100 Dollars (\$1.00) in hand paid by each party hereto to the other, the receipt and sufficiency of which are hereby acknowledged and other valuable consideration, the following grants, easements and agreements are made:

I. GRANT OF EASEMENT BY THE FIRST PARTY.

A. Grant of Easement. The First Party hereby grants to the Second Party, its successors and assigns, for the benefit of the Adjoining Premises, a non-exclusive easement (i) for pedestrian and vehicular ingress and egress over and across the Easement Premises, and (ii) for the installation, maintenance, repair and replacement of utilities over, across and under the Easement Premises; provided: (a) all transmission, distribution and other lines and pipes shall be placed underground; (b) all costs of such installation, maintenance, repair and replacement are paid by Second Party, and (c) Second Party at its expense shall repair and replace all damage to the Easement Premises, caused in connection with the installation, maintenance, repair or replacement of utilities by Second Party.

B. Use of Easement Premises. The easement herein granted shall be used for pedestrian, vehicular and utility access to the Adjoining Premises and passage over and across the Easement Premises and such use shall be in common with the First Party, its customers, employees, tenants, agents, guests, invitees, and licensees. The right of common use of the easement herein granted, the right to construct improvements on any portion of the Easement Premises (provided that the rights granted herein are not materially interfered with) and the right to use the Easement Premises for any purpose not inconsistent with the easement herein granted are hereby expressly reserved by the First Party. In addition, First Party reserves the right to barricade and deny access in, to or across the Easement Premises for the purpose of repairing or maintaining the surface area thereof or for installing and repairing any utilities located thereon or thereunder.

II. GRANT OF EASEMENT BY SECOND PARTY.

A. Grant of Easement. The Second Party hereby grants to the First Party, its successors and assigns, for the benefit of the Premises, a non-exclusive easement (i) for pedestrian and vehicular ingress and egress over and across the Access Easement Premises and (ii) for the installation, maintenance, repair and replacement of utilities over, across and under the Access Easement Premises; provided: (a) all transmission, distribution and other lines and pipes shall be placed underground; (b) all costs of such installation, maintenance, repair and replacement are paid by First Party; and (c) First Party at its expense shall repair and replace all damage

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to the Access Easement Premises caused in connection with the installation, maintenance, repair or replacement of utilities by First Party.

B. Use of Access Easement Premises. The easement herein granted shall be used for pedestrian, vehicular and utility access to the Premises and passage over and across the Access Easement Premises and such use shall be in common with the Second Party, its customers, employees, tenants, agents, guests, invitees and licensees. The right of common use of the easement herein granted, the right to construct improvements on any portion of the Adjoining Premises (provided that the rights granted herein are not materially interfered with) and the right to use the Access Easement Premises for any purpose not inconsistent with the easement herein granted are expressly reserved by the Second Party. In addition, the Second Party reserves the right to barricade and deny access in, to or across the Access Easement Premises for the purpose of repairing or maintaining the surface area thereof or for installing and repairing any utilities located thereon or thereunder.

III. RUNNING OF BENEFITS AND BURDENS.

The easements granted and agreements made and restrictions declared hereunder shall run with the land and be binding upon and inure to the benefit of the First Party and the Second Party and their respective successors and assigns.

IV. DEDICATION.

Upon acceptance of dedication of any portion of the Easement Premises or the Access Easement Premises by the applicable governmental authority, all rights, duties and obligations of First Party and Second Party under this Easement with respect to such portion shall automatically and fully terminate except with respect to liability which arose with respect to matters occurring prior to the date of such acceptance.

V. TERMINATION OF LIABILITY.

In the event the First Party or the Second Party shall convey, transfer, assign or otherwise dispose of all of its interest in the Premises or the Adjoining Premises, as the case may be, it shall thereupon be released and discharged from any and all liabilities and obligations for the breach of any covenant or agreement (except those accruing prior to such conveyance, transfer, assignment or other disposition) and such liabilities and obligations shall thereafter be binding upon the successor in title to the First Party or the Second Party, as the case may be.

VI. MISCELLANEOUS.

A. Waiver. The failure of either the First Party or the Second Party to exercise any right given hereunder or to insist upon strict compliance with any term, condition or covenant specified herein, shall not constitute a waiver of either party's right to exercise such right or to demand strict compliance with any such term, condition or covenant under this Agreement.

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B. Entire Agreement. This Agreement contains the sole and entire agreement of the First Party and the Second Party with respect to the matters contemplated hereunder and no representation, inducement, promise or agreement, parole or written, between the First Party and the Second Party and not incorporated herein shall be of any force or effect. Any amendment to this Agreement shall be in writing and executed by the First Party and the Second Party.

C. Time is of the Essence. Time is of the essence of this Agreement.

D. Applicable Law. This Agreement and all amendments hereto shall be governed by and construed under the laws of the State of Alabama.

E. Severability. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, such provision, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be deemed severable, and the remainder hereof shall not be affected thereby, and each term, covenant, or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

F. Notices. Any notice approval or other communication which may be required or permitted to be given hereunder shall be in writing and shall be deemed to have been given and delivered (i) as of the date when the notice is personally delivered or (ii) as of the date the notice is deposited in the United States Post Office and mailed by registered or certified United States Mail, return receipt requested, to the party at the address set out below or at such other address as specified by notice given in accordance herewith

To the First Party:

c/o William L. Hooper
P. O. Box 725148
Atlanta, Georgia 30339

To the Second Party:

c/o Frank Kovach
2700 Highway 280
Suite 90
Birmingham, Alabama 35223

IN WITNESS WHEREOF, the First Party and the Second Party have caused this instrument to be duly executed under seal on the day and year first above written.

Signed, sealed and delivered, as to the Purchaser, in the presence of:

Witness

"FIRST PARTY"

INVESTMENT SOUTHEASTERN, LTD.,
a Georgia Limited Partnership,

By: Plaza Developments, Inc.,
its General Partner

By: L. H. Hooper
President

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, Antepragid, a Notary Public in and for said County in said State, hereby certify that L. H. Hearn, whose name as President of Plaza Developments, Inc., general partner of Investment Southeastern, Ltd. 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 above and foregoing Reciprocal Easement Agreement, he, in his capacity as such officer, executed the same voluntarily on the day same bears date.

Given under any hand and official seal of office this 7th day of August, 1985.

[Signature]
Notary Public

My Commission Expires:

1-7-88

Signed, sealed and delivered, in the presence of:

Witness

"SECOND PARTY"

Kovach-Eddleman Properties
an Alabama General Partnership,

By: [Signature] (SEAL)
Frank Kovach, Jr.
General Partner,

By: [Signature] (SEAL)
Billy D. Eddleman,
General Partner

Signed, sealed and delivered in the presence of:

Witness

280 Associates, Ltd.

By: [Signature]
Frank Kovach, Jr.
General Partner

By: [Signature]
Billy D. Eddleman,
General Partner

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, Antepragid, a Notary Public in and for said County in said State, hereby certify that Frank Kovach, Jr.

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and Billy D. Eddleman whose names as general partners of Kovach-Eddleman Properties are signed to the foregoing Reciprocal Easement Agreement, and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Reciprocal Easement Agreement, they, in their capacity as such general partners, executed the same voluntarily on the day same bears date.

Given under any hand and official seal of office this 7th day of August, 1985.


Notary Public

My Commission Expires:

1-7-88

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, undisputed, a Notary Public in and for said County in said State, hereby certify that Frank Kovach, Jr. and Billy D. Eddleman whose names as general partners of 280 Associates, Ltd. are signed to the foregoing Reciprocal Easement Agreement, and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Reciprocal Easement Agreement, they, in their capacity as such general partners, executed the same voluntarily on the day same bears date.

Given under any hand and official seal of office this 7th day of August, 1985.


Notary Public

My Commission Expires:

1-7-88

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EXHIBIT "A"

PARCEL 1:

A tract or parcel of land situated in the SW 1/4 of the SW 1/4 of Section 25, Township 18 South, Range 2 West, being more particularly described as follows:

Begin at the Southwest corner of the SW 1/4 of the SW 1/4 of Section 25, Township 18 South, Range 2 West; thence North along the West line of said 1/4-1/4 Section a distance of 524.51 feet to a point; thence 128 degrees 28 minutes 32 seconds to the right in a Southeasterly direction a distance of 762.53 feet to a point; thence 21 degrees 38 minutes 50 seconds to the left in a Southeasterly direction a distance of 323.18 feet to a point on the Southline of said 1/4-1/4 Section; thence 165 degrees 55 minutes 18 seconds to the right in a Westerly direction along the South line of said 1/4-1/4 Section a distance of 907.31 feet to the point of beginning.

Situated in Jefferson County, Alabama.

PARCEL 2:

A tract or parcel of land situated in the NW 1/4 of the NW 1/4 of Section 36, Township 18 South, Range 2 West, being more particularly described as follows:

Begin at the Northwest corner of the NW 1/4 of the NW 1/4 of Section 36, Township 18 South, Range 2 West; thence East along the North line of said 1/4-1/4 Section a distance of 907.31 feet to a point; thence 88 degrees 02 minutes 30 seconds to the right in a Southerly direction a distance of 200.18 feet to the P.C. (point of curve) of a curve to the right having a radius of 227.33 feet and a central angle of 37 degrees 41 minutes; thence Southerly and Southwesterly along the arc of said curve a distance of 149.51 feet to the P.T. (point of tangent) of said curve; thence Southwesterly, tangent to said curve, a distance of 151.20 feet to the P.C. (point of curve) of a curve to the left having a radius of 1282.00 feet and a central angle of 04 degrees 34 minutes 26 seconds; thence Southwesterly along the arc of said curve a distance of 102.34 feet to the P.T. (point of tangent) of said curve; thence Southwesterly, tangent to said curve, a distance of 197.20 feet to a point on the Northeasterly right-of-way line of U.S. Highway No. 280; thence 94 degrees 34 minutes 26 seconds to the right in a Northwesterly direction along said right-of-way line a distance of 502.73 feet to a point; thence 00 degrees 32 minutes 45 seconds to the left in a Northwesterly direction along said right-of-way line a distance of 254.49 feet to a point on the West line of said 1/4-1/4 Section; thence 53 degrees 01 minute 13 seconds to the right in a Northerly direction along said 1/4-1/4 Section line a distance of 277.41 feet to the point of beginning.

Situated in Shelby County, Alabama.

PARCEL 1LEGAL DESCRIPTION:

A part of the NW1/4 of NW1/4 of Section 36, Township 18 South, Range 2 West, more particularly described as follows: Commence at the SE corner of the NW1/4 of NW1/4 of Section 36, Township 18 South, Range 2 West and run North along East line of said 1/4-1/4 Section 521.9 feet to point of beginning of parcel herein described: thence continue along last described course 271.57 feet; thence left 88 deg. 05' and run West 350.0 feet; thence right 88 deg. 05' and run North 550 feet to a point on the North line of said NW1/4 of NW1/4; thence left 88 deg. 05' and run West along said North line of said 1/4-1/4 Section 967.23 feet to the NW corner of said 1/4-1/4 Section; thence left 91 deg. 47' and run South along West line thereof 274.16 feet to a point on the Northeasterly right of way of U.S. Highway #280; thence left 52 deg. 25' 30" and run Southeasterly along said right of way 256.60 feet to a point; thence left 0 deg. 08' and continue Southeasterly along right of way 697.16 feet to a point, being the centerline of a 50-foot easement for ingress and egress that extends Northeasterly along herein described parcel; thence right 0 deg. 08' and continue Southeasterly along said right of way 450.0 feet to a point being the Westerly corner of a 1 acre parcel deeded to Marquis Hunt, Jr., and C. Beaty Hanna in October 1968; thence left 90 deg. and run Northeasterly along Northwesterly line of said 1 acre parcel 336.19 feet to point of beginning. Containing 17.56 acres, more or less, and subject to a 50-foot easement for ingress and egress to adjacent parcels.

Situated in Shelby County, Alabama.

PARCEL 2LEGAL DESCRIPTION:

A part of the NW1/4 of NW1/4 of Section 36, Township 18 South, Range 2 West, more particularly described as follows: Begin at the NE corner of the NW1/4 of NW1/4 of Section 36, Township 18 South, Range 2 West, and run South along the East line thereof 550.0 feet; thence right 91 deg. 55' and run West 350.0 feet; thence right 88 deg. 05' and run North 300.0 feet; thence right 91 deg. 55' and run East 160.0 feet; thence left 91 deg. 55' and run North 250.0 feet to point on Northline of said NW1/4 of NW1/4; thence right 91 deg. 55' and run East 190 feet to point of beginning. Containing 3.50 acres, more or less.

Situated in Shelby County, Alabama.

PARCEL 3LEGAL DESCRIPTION:

A part of the NW1/4 of NW1/4 of Section 36, Township 18 South, Range 2 West, described as follows: Commence at the NE corner of the NW1/4 of NW1/4 of Section 36, and run West along the North line thereof 190.0 feet to the point of beginning of the herein described tract; thence continue along last described course 160.0 feet; thence left 91 deg. 55' and run South 250.0 feet; thence left 88 deg. 05' and run East 160.0 feet; thence left 91 deg. 55' and run North 250.0 feet to point of beginning. Containing 0.92 acres, more or less.

Situated in Shelby County, Alabama.

Less and except:

A tract or parcel of land situated in the NW 1/4 of the NW 1/4 of Section 36, Township 18 South, Range 2 West, being more particularly described as follows:

Begin at the Northwest corner of the NW 1/4 of the NW 1/4 of Section 36, Township 18 South, Range 2 West; thence East along the North line of said 1/4-1/4 Section a distance of 907.31 feet to a point; thence 88 degrees 02 minutes 30 seconds to the right in a Southerly direction a distance of 200.18 feet to the P.C. (point of curve) of a curve to the right having a radius of 227.33 feet and a central angle of 37 degrees 41 minutes; thence Southerly and Southwesterly along the arc of said curve a distance of 149.51 feet to the P.T. (point of tangent) of said curve; thence Southwesterly, tangent to said curve, a distance of 151.20 feet to the P.C. (point of curve) of a curve to the left having a radius of 1282.00 feet and a central angle of 04 degrees 34 minutes 26 seconds; thence Southwesterly along the arc of said curve a distance of 102.34 feet to the P.T. (point of tangent) of said curve; thence Southwesterly, tangent to said curve, a distance of 197.20 feet to a point on the Northeasterly right-of-way line of U.S. Highway No. 280; thence 94 degrees 34 minutes 26 seconds to the right in a Northwesterly direction along said right-of-way line a distance of 502.73 feet to a point; thence 00 degrees 32 minutes 45 seconds to the left in a Northwesterly direction along said right-of-way line a distance of 254.49 feet to a point on the West line of said 1/4-1/4 Section; thence 53 degrees 01 minute 13 seconds to the right in a Northerly direction along said 1/4-1/4 Section line a distance of 277.41 feet to the point of beginning.

Situated in Shelby County, Alabama.

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The SW1/4 of the SW1/4 of Section 25, Township 18 South, Range 2 West, situated in Jefferson County, Alabama.

Less and except:

A tract or parcel of land situated in the SW 1/4 of the SW 1/4 of Section 25, Township 18 South, Range 2 West, being more particularly described as follows:

Begin at the Southwest corner of the SW 1/4 of the SW 1/4 of Section 25, Township 18 South, Range 2 West; thence North along the West line of said 1/4-1/4 Section a distance of 524.51 feet to a point; thence 128 degrees 28 minutes 32 seconds to the right in a Southeasterly direction a distance of 762.53 feet to a point; thence 21 degrees 38 minutes 50 seconds to the left in a Southeasterly direction a distance of 323.18 feet to a point on the Southline of said 1/4-1/4 Section; thence 165 degrees 55 minutes 18 seconds to the right in a Westerly direction along the South line of said 1/4-1/4 Section a distance of 907.31 feet to the point of beginning.

Situated in Jefferson County, Alabama.

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EXHIBIT "D"

Commence at the N.W. corner of Section 36, Township 18 South, Range 2 West and run East along the North line of said section a distance of 463.40 feet to the point of beginning; thence continue along the last stated course a distance of 73.91 feet to a point; thence 125° 43' 48" to the right in a Southwesterly direction a distance of 531.31 feet to a point on the Northeasterly right-of-way line of U.S. Highway #280; thence 90° 00' to the right in a Northeasterly direction along the Northeasterly right-of-way line of U.S. Highway #280 a distance of 12.73 feet to a point; thence 90° 32' 45" to the left in a Northeasterly direction along the Northeasterly right-of-way line of U.S. Highway #280 a distance of 47.27 feet to a point; thence 90° 12' 45" to the right in a Northeasterly direction a distance of 448.61 feet to the point of beginning.

Situated in Shelby County, Alabama.

Commence at the Southwest corner of the S.W. 1/4 of the S.W. 1/4 of Section 25, Township 18 South, Range 2 West and run East along the South line of said section a distance of 463.40 feet to the point of beginning; thence continue along the last stated course a distance of 73.91 feet to a point; thence 52° 16' 14" to the left in a Northeasterly direction a distance of 96.86 feet to a point; thence 90° 00' to the left in a Northeasterly direction a distance of 60.00 feet to a point; thence 90° 00' to the left in a Southeasterly direction a distance of 140.02 feet to the point of beginning.

Situated in Jefferson County, Alabama.

EXHIBIT "E"

A sixty foot wide easement for roadway purposes situated in the N.W. 1/4 of the N.W. 1/4 of Section 36, Township 18 South, Range 2 West, being more particularly described as follows:

Commence at the NE corner of the N.W. 1/4 of the N.W. 1/4 of Section 36, Township 18 South, Range 2 West; thence Westerly along the North line of said 1/4-1/4 section a distance of 350.00 feet to the point of beginning; thence continue along last described course a distance of 60.03 feet to a point; thence $91^{\circ} 53'$ to the left in a Southerly direction a distance of 202.27 feet to the P.C. (point of curve) of a curve to the right having a radius of 223.07 feet and a central angle of $37^{\circ} 43'$; thence Southwesterly along the arc of said curve a distance of 146.84 feet to the P.T. (point of tangent) of said curve; thence Southwesterly tangent to said curve a distance of 151.20 feet to the P.C. (point of curve) of a curve to the left having a radius of 1282.00 feet and a central angle of $4^{\circ} 34' 26''$; thence Southwesterly along the arc of said curve a distance of 102.34 feet to the P.T. (point of tangent) of said curve; thence Southwesterly tangent to said curve a distance of 197.20 feet to a point on the Northeastly right of way line of U.S. Highway No.280; thence $85^{\circ} 25' 34''$ to the left in a Southeasterly direction along said R.O.W. line a distance of 60.19 feet to a point; thence $94^{\circ} 34' 26''$ to the left in a Northeasterly direction a distance of 202.00 feet to the P.C. (point of curve) of a curve to the right having a radius of 1222.00 feet and a central angle of $4^{\circ} 34' 26''$; thence Northeasterly along the arc of said curve a distance of 97.55 feet to the P.T. (point of tangent) of said curve; thence Northeasterly tangent to said curve a distance of 151.20 feet to the P.C. (point of curve) of a curve to the left having a radius of 283.07 feet and a central angle of $37^{\circ} 43'$; thence Northeasterly and Northerly along the arc of said curve a distance of 186.34 feet to the P.T. (point of tangent) of said curve; thence Northerly tangent to said curve a distance of 200.27 feet to the point of beginning.

Containing 49,115.296 square feet or 1.127 acres.

RECORDING FEES
Bev. 5 Tax
 Recording Fee \$200.00
 Index Fee 1.00
 TOTAL \$201.00

STATE OF ALA. JEFFERSON CO.
 I CERTIFY THIS INSTRUMENT
 WAS FILED FOR RECORD
 1985 AUG 16 AM 10:12
James H. [Signature]
 CLERK OF PROBATE

STATE OF ALA. JEFFERSON CO.
 I CERTIFY THIS INSTRUMENT
 WAS FILED FOR RECORD
 REAL 2748 PAGE 384
 1985 AUG -8 AM 9:51
 J. D. [Signature]
 CLERK OF PROBATE

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 50
 310
 3200

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