

ACCESS EASEMENT AGREEMENT

THIS AGREEMENT was executed as of January 13, 1988 by RIVERCHASE MEDICAL DEVELOPERS, an Alabama general partnership ("RMD"), SOUTHLAKE PROPERTIES, an Alabama general partnership ("SouthLake") consisting of Rime Developers, Inc., an Alabama corporation and Aronov Developers, Inc., an Alabama corporation; and HOOVER DOCTORS GROUP II, INC., an Alabama corporation ("HDG II").

R E C I T A L S:

A. RMD is the fee owner of Lots 2, 4 and 5, according to the Plat of the MedPlex Subdivision (the "MedPlex Subdivision") filed of record in Map Book 11, Page 105, Shelby County, Alabama Probate Records (the "Record Plat").

B. SouthLake is the owner of Lot 3, MedPlex Subdivision.

C. By Warranty Deed dated as of November 17, 1987, HDG II has acquired Lot 1, MedPlex Subdivision, from RMD. (Lots 1 through 5, MedPlex Subdivision, are referred to below as the "Lots".)

D. The Record Plat establishes certain ingress and egress easements over and across portions of Lots 2, 3 and 4 particularly described on Exhibit "A" hereto (the "Access Easement Land") for access to and from each of the Lots to SouthLake Parkway, a public road, and for access between the Lots.

E. The parties desire to set forth their agreement concerning the improvement, use and maintenance of said access easements.

NOW, THEREFORE, in consideration of the premises recited above, and the mutual covenants set forth below, the parties hereby agree as follows:

1. ACKNOWLEDGMENT OF EASEMENTS: The parties do hereby acknowledge, establish and grant to one another and to their respective successors and assigns the respective easements reflected on the Record Plat.

2. CONSTRUCTION OF ROADWAY: HDG II hereby agrees to construct a roadway abutting SouthLake Parkway and extending across Lots 4, 3 and 2, within the Access Easement Land, to Lot 1. Such construction shall be in accordance with the SouthLake Business Covenants, as recorded in Book 153, Page 395, Shelby County, Alabama Probate Records and in accordance with all applicable laws, ordinances and regulations. In addition to other approval rights granted to SouthLake under the SouthLake Business Covenants, SouthLake shall have the right to approve the location of roadway medians within the portion of the roadway abutting Lot 3.

3. PARCEL IDENTIFICATION SIGNAGE: Each fee owner of a Lot within the MedPlex Subdivision shall have the right to place one parcel identification sign within the roadway median to identify the improvements existing from time to time on each said Lot. The locations, dimensions and other specifications with regard to such signs shall be as mutually agreed by RMD and SouthLake.

4. MAINTENANCE OF EASEMENT: The roadway and landscaping initially shall be maintained at the sole cost and expense of HDG II. After the construction of improvements of Lots 2, 4 and 5, the owner of each such Lot shall be required to assume a prorata portion of all maintenance expense, based upon one (1) share for each such improved Lot, effective from and after the

date that the improvements on such Lot are occupied. Such portion shall be due and payable within thirty (30) days after written demand by HDG II. It is acknowledged that the owner of Lot 3 shall have no obligation to construct or maintain the roadway or landscaping, provided that the owner of Lot 3 shall bear the expense of the curb cut serving its property and shall bear all expense relative to the installation and maintenance of its parcel identification sign.

5. ADDITIONAL RIGHTS: The easements granted hereunder shall include the right of HDG II to clear, grade, pave and landscape the Access Easement Land, to construct slopes and fills on the Access Easement Land, to the extent necessary or desirable in connection with the construction of the access road, to maintain, repair, operate, repave, replace, reconstruct, remove and relocate the access road within the Access Easement Land, and to take such other actions and to do such other things as may be necessary or desirable in connection with the use of the Access Easement Land for access to the respective Lots.

6. LIENS IMPOSED: ¹¹⁻²⁰⁻⁸⁷ The parties hereby impose separate liens against Lots 2, 3 and 5, each of which shall secure any and all charges allocable to the particular Lot in question under Paragraph 4 above. Each party acknowledges that the liens arising under this Paragraph 6 shall be and remain subordinate and inferior to any first mortgages encumbering these Lots.

7. RESERVATION BY OWNERS: Each of the owners of the respective Lots hereby reserves, for its own benefit, the full right to use and enjoy those portions of its property within the Access Easement Area for all legal purposes not inconsistent with and which do not adversely interfere with, impede or diminish the rights and privileges of the respective parties existing under and by virtue of this Agreement. Without limiting the generality of the foregoing sentence, it is acknowledged that certain parking stalls may be constructed on that portion of Lot 4 within the Access Easement Area lying outside of the 50 foot ingress and egress easement, as generally shown on Master Plan Scheme dated July 13, 1987 and prepared by Garikes, Wilson, Atkinson, Architects. The installation and use of such parking stalls shall be permitted, provided that access to Lot 5 is not thereby unreasonably impeded.

8. EFFECT OF AGREEMENT: The rights and obligations arising hereunder shall be binding upon, and shall inure to the benefit of, the parties, their respective successors and assigns, and shall constitute a covenant which runs with Lots 1 through 5.

IN WITNESS WHEREOF, the parties have voluntarily executed this instrument as of the day and year first above written.

RIVERCHASE MEDICAL DEVELOPERS

By: Jack A. Schaeffer

By: Robert J. Sciacca

By: Larry G. Deep

By: C. Steven Daugherty

Constituting all of its Partners

SOUTHLAKE PROPERTIES

By: Rime Developers, Inc.

By: Harold W. Ripps
Harold W. Ripps

HOOVER DOCTORS GROUP II, INC.

By: President
Its: President

STATE OF ALABAMA)

Shelby COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Jack L. Schaeffer, Robert J. Sciacca, Larry G. Deep and C. Steven Daughtry, whose names as General Partners of Riverchase Medical Developers, a partnership, are signed to the foregoing Access Easement Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said Agreement, he, in his capacity as such General Partner and with full authority, executed the same voluntarily for and as the act of said general partnership on the day the same bears date.

Given under my hand this the 26 day of January, 1988.

Carol C. Godwin
Notary Public
My Commission Expires August 18, 1990

STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Harold W. Ripps whose name as President of Rime Developers, Inc., an Alabama corporation, in its capacity as general partner of SouthLake Properties, an Alabama general partnership, is signed to the foregoing Access Easement Agreement and who is known to me, acknowledged before me on this day, that, being informed of the contents of said Agreement:

(i) he, as President of Rime Developers, Inc., an Alabama corporation, executed the same voluntarily on the day the same bears date, for and as the act of Rime Developers, Inc., and

(ii) Rime Developers, Inc., as General Partner of SouthLake Properties, an Alabama general partnership, executed the same for and as the authorized act of SouthLake Properties, an Alabama general partnership, on the day the same bears date.

Given under my hand and official seal this 26th day of January, 1988.

Andrea M. Mace
Notary Public
My Commission Expires: 11/4/90

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that JACK L. SHAFFER, whose name as President of Hoover Doctors Group II, an Alabama corporation, is signed to the foregoing Access Easement Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said Agreement, he, in his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the 26 day of January, 1988.

Carel C. Godwin
Notary Public.
My Commission Expires August 18, 1990

2985L

BOOK 170 PAGE 306

EXHIBIT A

A parcel of land for the purpose of ingress and egress serving five proposed commercial lots situated in the Northeast Quarter of the Northwest Quarter of Section 29, Township 19 South, Range 2 West, and in the Southeast Quarter of the Southwest Quarter of Section 20, Township 19 South, Range 2 West, Shelby County, Alabama; being more particularly described as follows: Commence at the Northwest Corner of said Northeast Quarter-Northwest Quarter of said Section 29 and run thence South 01°10'14" East along the West line thereof for a distance of 355.05 feet to a point on the Northwesterly right-of-way line of Valleydale Road; said point being the Southwest corner of proposed Lot 1, thence run North 55°12'22" East along said right-of-way line for a distance of 410.03 feet to the Southeast corner of said proposed Lot 1; thence run North 46°10'14" West along the common line of proposed Lots 1 and 2 for a distance of 78.62 feet to the point of beginning of the Access Easement Area serving said proposed "MEDPLEX" subdivision; thence from said point of beginning, continue North 46°10'14" West for a distance of 56.57 feet; thence run North 01°10'14" West for a distance of 99.86 feet; thence run North 43°04'24" East for a distance of 172.06 feet; thence run North 46°10'24" West for a distance of 67.51 feet to the common corner of proposed Lot 4 and Lot 5 in said proposed "MEDPLEX" subdivision; thence run North 43°04'23" East along said lot line between proposed Lots 4 and 5 for a distance of 132.67 feet to a point on the Southwesterly right-of-way line of Southlake Boulevard, said point being on a curve, having a length of 118.45 feet, a radius of 465.00 feet, a central angle of 14°35'43" and curving to the right in a Southeasterly direction; thence run South 52°50'52" East along the chord of said curve for a distance of 118.13 feet to the end of said curve; thence run South 43°04'24" West for a distance of 311.82 feet; thence run South 01°10'14" East for a distance of 109.27 feet to the point of beginning of said Access Easement Area. Said easement is for the purpose of ingress and egress and utility services to serve Lots 1, 2, 3, 4 and 5.

BOOK 170 PAGE 307

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

88 FEB -8 AM 8:37

Thomas A. Lawrence, Jr.
JUDGE OF PROBATE

RECORDING FEES

Recording Fee	\$ <u>12.50</u>
Index Fee	<u>1.00</u>
TOTAL	\$ <u>13.50</u>

OWNERS: RIVERCHASE MEDICAL DEVELOPERS
SOUTHLAKE PROPERTIES

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