

STATE OF ALABAMA)

SHELBY COUNTY)

897

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT made and entered into as of this 25th day of August, 1988, by DANIEL U.S. PROPERTIES LIMITED PARTNERSHIP, a Virginia limited partnership ("Daniel"), in favor of THE COLONIAL BANK OF HARTSELLE, a state banking corporation organized and existing under the laws of the State of Alabama ("Colonial").

W I T N E S S E T H:

WHEREAS, Daniel owns certain real property situated in Shelby County, Alabama which is more particularly described as Lot A, according to the map and survey of Meadow Brook Corporate Park South, Phase II, as recorded in Map Book 12, Page 10, in the Probate Office of Shelby County, Alabama (the "Daniel Property"); and

WHEREAS, Colonial owns certain real property situated in Shelby County, Alabama which is situated adjacent to and contiguous with the Daniel Property and is more particularly described as Lot 3, according to the map and survey of Meadow Brook Corporate Park South, Phase II, as recorded in Map Book 12, Page 10, in the Probate Office of Shelby County, Alabama (the "Colonial Property"); and

WHEREAS, Daniel desires to grant to Colonial a permanent nonexclusive easement for access purposes over, upon and across a portion of the Daniel Property.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and conditions hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, Daniel and Colonial hereby agree as follows:

Daniel does hereby GRANT, BARGAIN, SELL and CONVEY unto Colonial, its successors and assigns forever, a permanent, nonexclusive easement over, through, across and upon that portion of the Daniel Property which is more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Easement Property"). The easement granted herein shall be used by Colonial for the purposes of:

- (a) pedestrian and vehicular ingress to and egress from the Colonial Property; and

Rosen Carr
Daniel Carr
D.O. Box 43250
B'ham, AL 35243

- (b) constructing, installing, maintaining, repairing and replacing curb, gutter, paving, landscaping and public utility lines over, through, across and upon the Easement Property.

TO HAVE AND TO HOLD unto Colonial, its successors and assigns, forever.

By its execution of this Access Easement Agreement, Colonial agrees, at its sole cost and expense, to keep and maintain the Easement Property in good repair and condition including, specifically, landscaping the same, all in accordance with the requirements of any and all restrictive covenants and conditions applicable to the Easement Property.

The easement granted herein (a) includes all rights and privileges necessary or convenient for the full use and enjoyment thereof by Colonial and shall include the right to cut, remove and keep clear all trees, undergrowth and obstructions on the Easement Property, (b) is and shall be a nonexclusive easement for the mutual use and benefit of the present and future owners of the Colonial Property and the Daniel Property, (c) is and shall be permanent and perpetual and (d) is and shall be a covenant running with the land which shall inure to the benefit of and be binding upon Daniel and Colonial and their respective successors and assigns, forever.

BOOK 213 PAGE 519

IN WITNESS WHEREOF, DANIEL and COLONIAL have caused
this Access Easement Agreement to be executed on the day
and year first above written.

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

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

By: 
Stephen R. Monk
Its Senior Vice President

THE COLONIAL BANK OF HARTSELLE, a
state banking corporation
organized and existing under the
laws of the State of Alabama

By: 
Its Vice President

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Stephen R. Monk, whose name as Senior Vice President of DANIEL REALTY INVESTMENT CORPORATION, a Virginia corporation, as General Partner of DANIEL U.S. PROPERTIES LIMITED PARTNERSHIP, a Virginia limited 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 for such corporation in its capacity as General Partner of DANIEL U.S. PROPERTIES LIMITED PARTNERSHIP, voluntarily for and as the act of said partnership on the day the same bears date.

Given under my hand and official seal, this the 25th day of August, 1988.

Cary J. Williams
Notary Public

My commission expires: 9/25/90

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said County in said State, hereby certify that W. P. Riley, whose name as Vice President of THE COLONIAL BANK OF HARTSELLE, a state banking corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, 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 30th day of August, 1988.

Kay Ann Byers
Notary Public

My commission expires: 8/26/92

EXHIBIT A

A parcel of land situated in the South 1/2 of the S.W. 1/4 of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama, being a part of Lot A) Meadow Brook Corporate Park South Phase II as recorded in Map Book 12, Page 10, in the Probate Office of Shelby County, Alabama and being more particularly described as follows:

Commence at the Southeast corner of the S.W. 1/4 of the S.E. 1/4 of Section 31, Township 18 South, Range 1 West; thence Northerly along the East line of said 1/4-1/4 section a distance of 1115.12 feet to the intersection of said East line with the Southeasterly right-of-way line of U.S. Highway No. 280; thence $96^{\circ}46'03''$ to the left in a Southwesterly direction along said right-of-way line a distance of 2220.77 feet to a point; thence $2^{\circ}40'15''$ to the right in a Southwesterly direction along said right-of-way line a distance of 381.76 feet to a point; thence $102^{\circ}26'24''$ to the left in a Southeasterly direction a distance of 126.59 feet to a point; thence $34^{\circ}51'09''$ to the right in a Southwesterly direction a distance of 65.00 feet to a point; thence $40^{\circ}00'$ to the right in a Southwesterly direction a distance of 38.55 feet to the point of beginning; thence continue along the last stated course in a Southwesterly direction a distance of 53.00 feet to a point on a curve to the left having a radius of 724.15 feet and a central angle of $2^{\circ}22'25''$, said point lying on the Southeasterly right-of-way line of Meadow Brook Road; thence $127^{\circ}01'17''$ to the right (angle measured to tangent) in a Northerly direction along said line of Meadow Brook Road a distance of 30.00 feet to a point; thence $89^{\circ}18'24''$ to the right (angle measured to tangent) in an Easterly direction a distance of 42.98 feet to the point of beginning.

Contains 641.27 square feet or 0.15 acres.

July 29, 1988

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

88 NOV 15 AM 10:24

Thomas A. Saunders, Jr.
JUDGE OF PROBATE

Deed Tax 50
Recording Fee 212.50
Index Fee 1.00
TOTAL 214.00