

645

This instrument prepared by:
Stephen R. Monk, Esq.
Daniel Realty Corporation
Meadow Brook Corporate Park
1200 Corporate Drive
Birmingham, Alabama 35242

STATE OF ALABAMA)

COUNTY OF SHELBY)

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into as of the 6th day of March, 1989, by and among DANIEL U.S. PROPERTIES LIMITED PARTNERSHIP, a Virginia limited partnership ("DUSP"), DANIEL MEADOW BROOK ONE LIMITED PARTNERSHIP, a Virginia limited partnership ("MBKONE") (DUSP and MBKONE are hereinafter collectively referred to as the "Grantor"), in favor of DANIEL MEADOW BROOK IV LIMITED PARTNERSHIP, a Virginia limited partnership ("Grantee").

R E C I T A L S:

DUSP is the fee owner and MBKONE is the leasehold owner of certain real property situated in Shelby County, Alabama (the "Grantor's Property").

Grantee is the owner of certain real property situated in Shelby County, Alabama (the "Adjacent Property"), which is situated adjacent to and contiguous with the Grantor's Property, and more particularly described as follows:

Lot 5, according to 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.

Grantor desires to grant to Grantee non-exclusive easements for walkways, curbcuts, the installation of curbing and gutters and rights of ingress to and egress from certain portions of the Grantor's Property, as hereinafter provided.

NOW, THEREFORE, in consideration of the premises, the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

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1. GRANT OF EASEMENTS.

(a) Subject to the terms, conditions and limitations set forth in this Agreement, Grantor does hereby grant, convey and assign unto Grantee, its successors and assigns, forever:

(i) a permanent, perpetual and non-exclusive easement, in common with Grantor and each of their respective successors and assigns, for vehicular and pedestrian passage, travel and traffic over, upon, across and through that portion of the Grantor's Property described in Exhibit A attached hereto and incorporated herein by reference (the "Access Easement Property"), for the purpose of providing ingress to and egress from the Adjacent Property; and

(ii) a permanent and perpetual easement over, upon, across and through that portion of the Grantor's Property described in Exhibit B attached hereto and incorporated herein by reference (the "Driveway Easement Property") for the purposes of causing a curbcut to be made to the existing curbing, the construction and maintenance of curbs and gutters thereon and to provide access between the Adjacent Property and the Access Easement Property; and

(iii) a permanent and perpetual easement over, across, through and upon that portion of the Grantor's Property described in Exhibits C-1 and C-2 attached hereto and incorporated herein by reference (the "Walkway Easement Property") for the purpose of constructing and maintaining walkways to provide pedestrian access between the Adjacent Property and the Access Easement Property.

(b) The easements granted hereby shall be used by Grantee, its successors and assigns, and shall extend to the tenants, subtenants, licensees, customers, employees, guests, business invitees and agents of Grantee and their respective successors and assigns; are appurtenant to and shall serve the Adjacent Property; shall be and are covenants running with the land; and shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns.

2. OBSTRUCTIONS. Grantor hereby covenants and agrees that no fences or other obstructions shall be permitted on, across and upon the Access Easement Property, the Driveway Easement Property and the Walkway Easement Property which would inhibit or otherwise materially restrict the exercise by Grantee of the easements granted herein; provided, however, that the Grantor shall have the right, at its sole cost and expense, to maintain, repair, renovate and replace any of the improvements now or hereafter situated on the

Access Easement Property, the Driveway Easement Property or the Walkway Easement Property so long as such work is commenced in good faith and completion thereof is achieved in a reasonable amount of time.

MISCELLANEOUS PROVISIONS.

(a) This Agreement constitutes the entire agreement between the parties hereto and may be amended or modified only upon the written consent of the record title owners of the Grantor's Property and the Adjacent Property!

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

(c) Whenever the context so requires, the use of the masculine gender shall be deemed to include the feminine, the singular shall include the plural and vice versa.

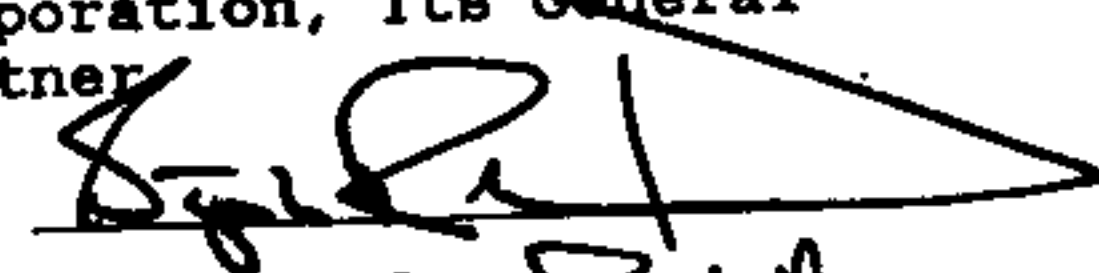
(d) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Easement Agreement to be executed as of the day and year first above written.

GRANTOR:

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

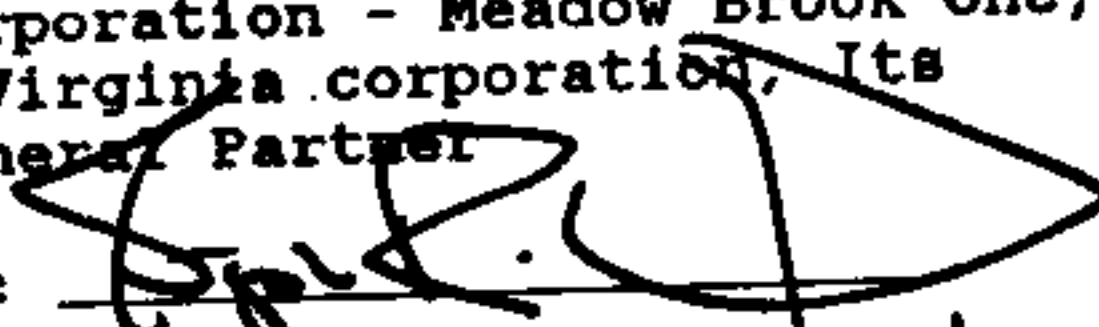
By: Daniel Realty Investment Corporation, a Virginia corporation, Its General Partner

By: 

Its: Senior Vice President

DANIEL MEADOW BROOK ONE LIMITED PARTNERSHIP, a Virginia limited partnership

By: Daniel Realty Investment Corporation - Meadow Brook One, a Virginia corporation, Its General Partner

By: 

Its: Senior Vice President

GRANTEE:

DANIEL MEADOW BROOK IV LIMITED PARTNERSHIP, a Virginia limited partnership

By: DANIEL REALTY CORPORATION, an Alabama corporation, Its General Partner

By: 

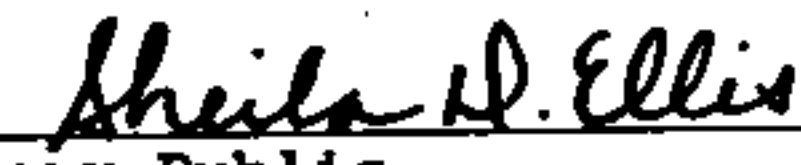
Its: Senior Vice President

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 Senior Vice President of DANIEL REALTY INVESTMENT CORPORATION, a Virginia corporation, which serves 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 with full authority, executed the same voluntarily for and as the act of said corporation in its capacity as general partner.

Given under my hand this the 6th day of March, 1989.


Notary Public

My Commission Expires February 5, 1990

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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 Senior Vice President of DANIEL REALTY INVESTMENT CORPORATION - MEADOW BROOK ONE, a Virginia corporation, which serves as general partner of Daniel Meadow Brook One 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 with full authority, executed the same voluntarily for and as the act of said corporation in its capacity as general partner.

Given under my hand and official seal, this the 6th day of March, 1989.

Sheila D. Ellis
Notary Public

My Commission Expires February 5, 1990

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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 Senior Vice President of DANIEL REALTY CORPORATION, an Alabama corporation, as general partner of Daniel Meadow Brook IV 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 with full authority, executed the same voluntarily for and as the act of said corporation in its capacity as general partner.

Given under my hand and official seal, this the _____ day of March, 1989.

Sheila D. Ellis
Notary Public

My Commission Expires:

My Commission Expires February 5, 1990

CONSENT OF MORTGAGEES

UNITED STATES FIDELITY AND GUARANTY COMPANY, a Maryland corporation, and USE&G REALTY, INC., a Delaware corporation, as Mortgagees under that certain Indenture of Mortgage and Security Agreement dated as of September 1, 1987 and recorded in Book 148, Page 744 in the Probate Office of Shelby County, Alabama, as amended by First Amendment thereto dated July 13, 1988 and recorded in Book 194, Page 666, in said Probate Office, hereby enter into this Easement Agreement in order to acknowledge and consent to the granting of the easements by Daniel U.S. Properties Limited Partnership and Daniel Meadow Brook One Limited Partnership in favor of Daniel Meadow Brook IV Limited Partnership on the terms and conditions set forth in the foregoing Easement Agreement.

Dated as of the 8th day of March, 1989.

UNITED STATES FIDELITY &
GUARANTY COMPANY

By: Harry L. Burke

Its: Authorized Officer

USE&G REALTY, INC.

By: Harry L. Burke

Its: Real Estate Investment Officer

STATE OF MARYLAND)
COUNTY OF Amol)

I, the undersigned, a notary public in and for said County in said State, hereby certify that GARY L. Burke whose name as Authorized Officer of UNITED STATES FIDELITY AND GUARANTY COMPANY, a Maryland 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 said instrument, he, as such officer with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 8 day of March, 1989.

Rhonda Adkins
Notary Public

July 1, 1990

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STATE OF MARYLAND)

COUNTY OF Carroll)

I, the undersigned, a notary public in and for said County in said State, hereby certify that GARY L. BURKE whose name as Real Estate Inv. Off. of USF&G REALTY, INC., a Delaware corporation, is signed to the foregoing instrument and who is known to me, acknowledge before me on this day that, being informed of the contents of said instrument, he, as such officer with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 8 day of March, 1989.

Rhonda Adams
Notary Public

July 1, 1990

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Exhibit A

ACCESS EASEMENT PROPERTY

An easement for ingress and egress across Lots 2 & 4 of Meadow Brook Corporate Park South, Phase II, according to the Map and Survey of 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, being more particularly described as follows:

Begin at the Southeast corner of Lot 2, Meadow Brook Corporate Park South, Phase II and run Northeasterly along the Southeast property line of said Lot 2 a distance of 237.30 feet to the Eastern most corner of Lot 2, said corner being the Southern most corner of Lot 4; thence turn 16 59'05" to the right and run Northeasterly along the Southeast property line of said Lot 4 a distance of 338.00 feet to a point; thence 64 00' to the right and run Southeasterly along the South property line of said Lot 4 a distance of 155.00 feet to the Southeast corner of Lot 4; thence turn 95 33'57" to the left and run Northeasterly along the East property line of Lot 4 a distance of 50.24 feet to a point; thence turn 84 26'03" to the left and run Northwesterly a distance of 181.37 feet to a point; thence turn 64 00' to the left and run Southwesterly a distance of 360.10 feet to a point, said point lying on the Southwest property line of Lot 4; thence turn 100 21'42" to the right and run Northwesterly along said property line a distance of 39.24 feet to a point; thence turn 117 21'47" to the left and run Southwesterly a distance of 270.00 feet to a point on the Southwest property line of said Lot 2 and also lying on the Northeast right-of-way line of Corporate Parkway; thence turn 83 48'41" to the left and run Southeasterly along said property line and said right-of-way line a distance of 80.47 feet to the point of beginning.

Exhibit B

DRIVEWAY EASEMENT PROPERTY

An easement for a driveway across part of Lots 2 and 4, 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, being more particularly described as follows:

Commence at the most Southern corner of Lot 2, Meadow Brook Corporate Park South, Phase II, which point is also on the Northeasterly right-of-way line of Corporate Parkway; thence run Northeasterly along the Southeasterly line of said Lot 2 a distance of 198.00 feet to the point of beginning of said easement; thence turn 82 30' to the left and run Northwesterly a distance of 15.00 feet, more or less, to a point; thence turn 90 00' to the right and run Northeasterly a distance of 55.00 feet, more or less, to a point; thence turn 90 00' to the right and run Southeasterly a distance of 13.00 feet, more or less, to a point; thence 99 29'05" to the right and run Southwesterly a distance of 16.26 feet to a point; thence 16 59'05" to the left and run Southwesterly a distance of 39.30 feet to the point of beginning.

Exhibit C-1

SIDEWALK EASEMENT DESCRIPTIONS

An easement for sidewalk across part of Lot 4, 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, being more particularly described as follows:

Commence at the most Southern corner of Lot 4, Meadow Brook Corporate Park South, Phase II and run Northeasterly along the Southeast properly line of Lot 4 a distance of 240.00 feet, more or less, to the point of beginning; thence 86 00' to the left and run Northwesterly a distance of 10.00 feet, more or less, to a point; thence turn 90 00' to the right and run Northeasterly a distance of 15 feet, more or less, to a point; thence turn 90 00' to the right and run Southeasterly a distance of 8.95 feet, more or less, to a point; thence turn 86 00' to the right and run Southwesterly a distance of 15.04 feet, more or less, to the point of beginning.

Exhibit C-2

SIDEWALK EASEMENT DESCRIPTIONS

An easement for sidewalk across part of Lot 4, 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, being more particularly described as follows:

Commence at the most Southerly corner of Lot 4, Meadow Brook Corporate Park South, Phase II and run Northeasterly along the Southeast properly line a distance of 40.00 feet, more or less, to the point of beginning; thence turn 97 30' to the left and run Northwesterly a distance of 15.00 feet, more or less, to a point; thence turn 90 00' to the right and run Northeasterly a distance of 15.00 feet, more or less, to a point; thence turn 90 00' to the right and run Southeasterly a distance of 16.97 feet, more or less, to a point; thence turn 97 30' to the right and run Southwesterly a distance of 15.12 feet, more or less, to the point of beginning.

STATE OF ALA. SHELBY
I CERTIFY THIS
INSTRUMENT WAS FILED

89 MAR -9 AM 11:00

Thomas A. [Signature]
JUDGE OF PROBATE

Deed Tax .50
Rec 25.00
Ind. 1.00
26.50

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