

STATE OF ALABAMA)
SHELBY COUNTY)

RECIPROCAL EASEMENT AGREEMENT

AGREEMENT made this 9th day of June, 1993, by and between S & W PARTNERSHIP, an Alabama general partnership consisting of Nancy Schilling and Thurman Wilson (referred to hereinafter as "S & W") and BIG B FOOD SYSTEMS, LTD., an Alabama limited partnership (hereinafter referred to as "Big B").

W I T N E S S E T H

a. Big B is the ground sublessee of certain real property ground leased by S & W, situated in the City of Pelham, Shelby County, Alabama, which is legally described on Exhibit "A" attached hereto and made a part hereof ("Big B Property"); and

b. S & W is the ground sublessee of certain real property situated in the City of Pelham, Shelby County, Alabama, which is legally described on Exhibit "B" attached hereto and made a part hereof ("S & W Property"); and

c. Big B and S & W do hereby agree to the following reciprocal easements and covenants with respect to cross access and other agreements, all as hereinafter stated.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter expressed, the parties agree as follows:

1. RECIPROCAL EASEMENTS FOR INGRESS AND EGRESS:

a. S & W hereby grants and conveys unto Big B, its successors and assigns, for the use and benefit of its employees, agents, customers, tenants and invitees, a permanent non-exclusive easement for purposes of vehicular and pedestrian ingress and egress over, upon and across the vehicular driveways and entrances and exits within the S & W Property, legally described on Exhibit B-1 attached hereto and made a part hereof.

Inst # 1993-22435

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b. Big B hereby grants and conveys to S & W, its successors and assigns, for the use and benefit of its employees, agents, customers, tenants and invitees a permanent non-exclusive easement for purposes of vehicular and pedestrian ingress and egress over, upon and across the vehicular driveways and entrances and exits within the Big B Property, generally depicted on Exhibit A-1 attached hereto and made a part hereof.

c. Each party shall have the exclusive control, management and maintenance obligation for its respective property and may realign the driveways, parking and landscape areas thereon from time to time, provided, however, that the driveway which fronts on Valleydale Road and is described on Exhibit B-1 shall not be obstructed, altered, or realigned without the written consent of each party to this Agreement.

d. All driveways constructed on the Big B Property and S & W Property shall be constructed in such a way as will facilitate the orderly flow of vehicular traffic between their respective properties.

e. The intent of the easements granted herein is to permit vehicular and pedestrian traffic to and from each parcel to cross the property line and to use the driveways within the respective parcels for access to and from Highway 31 and Valleydale Road. This Agreement does not establish an easement for cross parking on either the Big B Property or S & W Property.

2. MAINTENANCE OF PARKING AREAS AND DRIVEWAYS:

a. Following Big B's completion of the improvements and parking areas on the Big B Property, each party hereto shall maintain its own driveways in good condition and repair. The maintenance required of each party with respect to its own respective parcel, is to include, without limiting the generality of the foregoing, the following:

(1) Maintaining the surfaces in a level, smooth and evenly covered condition with the type of surfacing

material originally installed or such substitutes as shall in all respects be equal in quality, use, and durability.

(2) Removing all papers, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition.

(3) Placing, keeping in repair and replacing any necessary appropriate directional signs, markers, and striping, in a manner which will facilitate the orderly movement of vehicular traffic.

b. Each respective owner shall pay the maintenance expense with respect to its own property.

3. RIGHTS AND OBLIGATIONS OF LENDERS: The charges and burdens of this Agreement are, and shall at all times be, prior and therefore superior to the lien or charge of any mortgage or deed of trust made in good faith and for value affecting either property or any part thereof, or any improvements now or hereafter placed thereon. A breach of any of the easements, covenants, or restrictions hereof shall not defeat or adversely affect the lien or charge of any mortgage or deed of trust. The superiority of this Agreement shall not be affected, defeated or diminished by the foreclosure of any mortgage or deed of trust effected by powers of sale, judicial proceedings or otherwise, but on the contrary any such foreclosure sale shall be subject to all charges and burdens affecting the respective parcels by virtue of this Agreement.

4. RELEASE FROM LIABILITY: Any person ("Person" meaning any individual, corporation, partnership or other entity) acquiring fee title or obtaining any possessory rights to either the Big B Property or the S & W Property or any portion thereof shall be bound by this Agreement only as to the property or portion thereof acquired by such person. Such person shall be bound by this Agreement only during the period that such person is the fee owner of such property or any portion thereof. The easements, covenants, and restrictions in this Agreement shall continue to be benefits and servitudes upon the Big B Property and the S & W

Property, and each easement created and granted herein shall be appurtenant to and shall run with the land.

5. MISCELLANEOUS:

a. Modification/Cancellation: This Agreement may be modified or canceled only upon the written consent of all persons having an interest in the Big B Property and the S & W Property.

b. Breach. In the event of breach or threatened breach of this Agreement, only the record owners of the S & W Property or the Big B Property as well as Big B, its successors and assigns, as the case may be, shall be entitled to institute proceedings for full and adequate relief, including injunctive relief, from the consequences of said breach. Neither the public nor any other party shall have any interest in or benefit from this Agreement. The unsuccessful party in any action shall pay to the prevailing party a reasonable sum for attorney's fees, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

c. Rights of Successors: The easements, restrictions, benefits, and obligations hereunder shall create mutual benefits and servitudes upon the Big B Property and S & W Property, which are appurtenant to and run with the land. This Agreement shall bind and inure to the benefit of the parties hereto, the respective heirs, personal representatives, tenants, successors and/or assigns. The singular number includes the plural and any gender includes all other genders.

d. Captions: The paragraph captions herein contained are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

6. SIGNAGE: Big B has the right to place two (2) lighted signs in a signage area mutually agreed between Big B and S & W. The lighted signs may contain

information identifying the adjacent driveways as exits and entrances to and from the Big B Property, as well as the name and mark of any business operating on the Big B Property. All signage shall comply with all laws, rules, and regulations governing signage.

IN WITNESS WHEREOF, the parties have executed this Reciprocal Easement Agreement as of the day and year first above written.

S & W PARTNERSHIP

By: Nancy Schilling
Nancy Schilling, its general partner

By: Thurman Wilson
Thurman Wilson, its general partner

BIG B FOOD SYSTEMS, LTD., an Alabama Limited Partnership

BY BENNY M. LARUSSA, INC., an Alabama Corporation as General Partner

By: Benny M. Larussa
Its: PRESIDENT


CONSENT:

BUILDER SALES COMPANY, INC.
By: Nancy Schilling
Its: PRESIDENT

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Nancy Schilling as general partner of S & W Partnership, whose name 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 said Agreement, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 9th day of June, 1993.

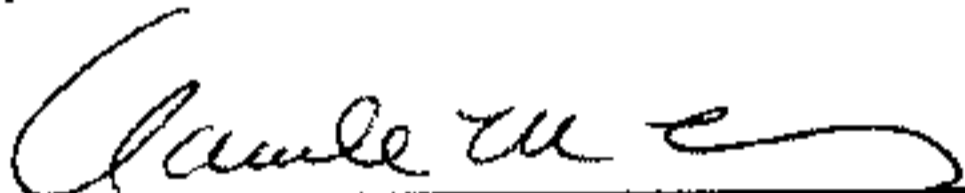


Notary Public
My Commission Expires: 12/28/95

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Thurman Wilson as general partner of S & W Partnership, whose name 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 said Agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 9th day of JUNE, 1993.




Notary Public
My Commission Expires: 12/28/95

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Benny M. LaRussa, whose name as President of Benny M. LaRussa, Inc., an Alabama corporation, as General Partner of Big B Food Systems, 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 said Agreement, he, as such Officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 9th day of JUNE, 1993.



Notary Public
My Commission Expires: 12/28/95

EXHIBIT A

Part of the SW 1/4 of the SW 1/4 of Section 30, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: From the SW corner of said Section 30, run in an easterly direction along the south line of said section for a distance of 24.14 feet to an existing iron rebar being on the east right-of-way line of U.S. Highway #31 and being the point of beginning; thence continue in an easterly direction along the south line of said section for a distance of 214.44 feet to an existing iron rebar; thence turn an angle to the left of 89 degrees 34 minutes 39 seconds and run in a northerly direction for a distance of 223.26 feet to an existing PK nail set on the south right-of-way line of Valleydale Road; thence turn an angle to the left of 100 degrees 48 minutes 21 seconds and run in a southwesterly direction along said south right-of-way line of Valleydale Road for a distance of 79.74 feet to an existing nail; thence turn an angle to the left of 33 degrees 50 minutes 29 seconds and run in a southwesterly direction for a distance of 181.0 feet to an existing old iron rebar being on the east right-of-way line of U.S. Highway #31; thence turn an angle to the left of 40 degrees 17 minutes 08 seconds and run in a southerly direction along the east right-of-way line of U.S. Highway #31 for a distance of 83.02 feet, more or less, to the point of beginning.

WEYGAND SURVEYORS, INC.169 OXMOOR ROAD
HOMEWOOD, ALABAMA 35209SUBDIVISION PLANNING
STREET IMPROVEMENTS
STORM DRAINAGE
AERIAL MAPPINGSANITARY SEWERAGE
TOPOGRAPHIC MAPPING
PERCOLATION TESTS
LAND SURVEYING

July 1, 1993

U.S. HIGHWAY #31

Easement for Ingress and Egress

Part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 30, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

From the SW corner of said Section 30, run in an easterly direction along the South line of said Section for a distance of 94.14 feet to an existing iron rebar, being on the East right of way line of U.S. Highway #31; thence turn an angle to the left of $84^{\circ} 30' 37''$ and run in a northerly direction along the East right of way line of said U.S. Highway #31 for a distance of 28 feet to the point of beginning; thence continue along the last mentioned course for a distance of 27 feet; thence turn an angle to the right of $90^{\circ} 00'$ and run in an easterly direction for a distance of 8.0 feet; thence turn an angle to the right of $90^{\circ} 00'$ and run in a southerly direction for a distance of 27 feet; thence turn an angle to the right of $90^{\circ} 00'$ and run in a westerly direction for a distance of 8.0 feet, more or less, to the point of beginning.

EXHIBIT "B"

Part of the SW1/4 of the SW1/4 of Section 30, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: From the SW corner of said SW1/4 of SW1/4 run in an easterly direction along the south line of said 1/4-1/4 section for a distance of 308.58 feet to an existing iron rebar being the point of beginning; thence continue in an easterly direction along the south line of said 1/4-1/4 section for a distance of 115.66 feet to an existing iron pin and being the southwest corner of that certain parcel as described in Deed Book 275, Page 663; in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the left of 89 degrees 45 minutes 17 seconds and run in a northerly direction along the west line of said parcel described in Deed Book 275, Page 663, for a measured distance of 244.36 feet to an existing iron pin being on the south right-of-way line of Valleydale Road; thence turn an angle to the left of 100 degrees 38 minutes 22 seconds and run in a southwesterly direction along the south right-of-way line of Valleydale Road for a distance of 116.98 feet to an existing PK nail; thence turn an angle to the left and run in a southerly direction for a distance of 223.26 feet, more or less to the point of beginning. Containing 26,958 square feet, more or less.

WEYGAND SURVEYORS, INC.169 OXMOOR ROAD
HOMEWOOD, ALABAMA 35209SUBDIVISION PLANNING
STREET IMPROVEMENTS
STORM DRAINAGE
AERIAL MAPPINGSANITARY SEWERAGE
TOPOGRAPHIC MAPPING
PERCOLATION TESTS
LAND SURVEYING

June 28, 1993

VALLEYDALE ROAD

Easement for Ingress and Egress

Part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 30, Township 19 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

From the SW corner said Section 30, run in an easterly direction along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section for a distance of 308.58 feet; thence turn an angle to the left of $89^{\circ} 34' 39''$ and run in a northerly direction for a distance of 100.8 feet to the point of beginning; thence continue along the last mentioned course for a distance of 41.73 feet; thence turn an angle to the left of $16^{\circ} 36' 19''$ and run in a northwesterly direction for a distance of 79.71 feet to a point on the South right of way line of Valleydale Road; thence turn an angle to the right of $95^{\circ} 47' 16''$ and run in a northeasterly direction along the South right of way line of said Valleydale Road for a distance of 53.35 feet; thence turn an angle to the right of $91^{\circ} 40' 17''$ and run in a southerly direction a distance of 15.42 feet; thence turn an angle to the right of $88^{\circ} 23' 40''$ and run in a westerly direction for a distance of 24.20 feet; thence turn an angle to the left of $95^{\circ} 51' 12''$ and run in a southeasterly direction for a distance of 61.51 feet to the point of beginning of a curve; said curve being concave in a westerly direction and having a central angle of $88^{\circ} 27' 32''$ and a radius of 40.0 feet; thence run in a southeasterly, southerly and southwesterly direction along the arc of said curve for a distance of 61.76 feet, more or less, to the point of beginning.

Inst # 1993-22435

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02:21 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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