

STATE OF ALABAMA)

COUNTY OF SHELBY)

TERMINATION OF NON-EXCLUSIVE ACCESS EASEMENT AGREEMENT

THIS TERMINATION OF NON-EXCLUSIVE ACCESS EASEMENT AGREEMENT is made and entered into as of the 17th day of January, 1994 by and between DANIEL U.S. PROPERTIES LIMITED PARTNERSHIP II, an Alabama limited partnership ("Grantor"), and DANIEL PROPERTIES XV LIMITED PARTNERSHIP, a Virginia limited partnership formerly known as Daniel Properties XV ("Grantee").

RECITALS:

Daniel U.S. Properties Limited Partnership, a Virginia limited partnership formerly known as Daniel U.S. Properties, Ltd. ("DUSP"), and Daniel International Corporation, a South Carolina corporation ("DIC"), have heretofore entered into a Non-Exclusive Access Easement Agreement dated as of May 1, 1984 (the "Easement Agreement"), as recorded in Book 356, Page 288 in the Office of the Judge of Probate of Shelby County Alabama (the "Probate Office").

DIC has heretofore transferred and conveyed to Grantee all of the right, title and interest of DIC in the Easement Agreement pursuant to Warranty Deed dated October 23, 1984 from DIC in favor of Grantee, as recorded in Book 006, Page 300 in the Probate Office.

DUSP has heretofore transferred and conveyed to Grantor all of the right, title and interest of DUSP in the Easement Agreement pursuant to Statutory Warranty Deed dated as of December 31, 1992 from DUSP in favor of Grantor, as recorded as Instrument No. 1993-11093 in the Probate Office.

Pursuant to a dedication plat map (the "Dedication Plat") entitled "Meadow Ridge Road", as recorded in Map Book 9, Page 114 in the Probate Office, the "Easement Property", as defined in the Easement Agreement, became a dedicated public roadway. Accordingly, Grantor and Grantee agree that the Easement Agreement is no longer necessary and each party desires to terminate all of their respective rights, title and interest under the Easement Agreement.

NOW, THEREFORE, Grantor and Grantee do hereby acknowledge and agree that the Easement Agreement is hereby cancelled and terminated and shall be of no

further force or effect. Grantor and Grantee, by execution hereof, acknowledge and agree that neither party has any further right, title or interest in the Easement Agreement and hereby confirm, ratify and approve the Dedication Plat.

IN WITNESS WHEREOF, the parties hereto have caused this Termination of Non-Exclusive Easement Agreement to be executed as of the day and year first above written.

GRANTOR:

DANIEL U.S. PROPERTIES LIMITED PARTNERSHIP II, an Alabama limited partnership


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

By: 
Its: Senior Vice President

GRANTEE:

DANIEL PROPERTIES XV LIMITED PARTNERSHIP, a Virginia limited partnership formerly known as Daniel Properties XV

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

By: 
Its: Senior Vice President

STATE OF ALABAMA)

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I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Stephen R. Monk whose name as Sr. Vice President of DANIEL REALTY INVESTMENT CORPORATION, a Virginia corporation, as General Partner of DANIEL U.S. PROPERTIES LIMITED PARTNERSHIP II, an Alabama 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 instruments, he, as such officer and with full authority, executed the same voluntarily, for and as the act of said corporation, in its capacity as General Partner as aforesaid.

Given under my hand and official seal, this the 17th day of January, 1994.

Shirley D. Ellis

Notary Public

My Commission Expires: 2/26/99

STATE OF ALABAMA)

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I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Stephen R. Monk whose name as Sr. Vice President of THE FIFTEENTH DANIEL REALTY INVESTMENT CORPORATION, a Virginia corporation, as General Partner of DANIEL PROPERTIES XV LIMITED PARTNERSHIP, a Virginia limited partnership, formerly known as Daniel Properties XV, 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 instruments, he, as such officer and with full authority, executed the same voluntarily, for and as the act of said corporation, in its capacity as General Partner as aforesaid.

Given under my hand and official seal, this the 17th day of January, 1994.

Shirley D. Ellis

Notary Public

My Commission Expires: 2/26/99

This instrument prepared by
and upon recording should be
returned to:

Stephen R. Monk, Esq.
Daniel Realty Corporation
1200 Corporate Drive
Meadow Brook Corporate Park
Birmingham, Alabama 35242

Inst # 1994-03406

02/01/1994-03406
03:24 PM CERTIFIED
-3SHELBY COUNTY JUDGE OF PROBATE
003 NCD 14.50