

STATE OF ALABAMA)
COUNTY OF SHELBY)

Inst # 1995-32944

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT is made and entered into as of the 10 day of November, 1995, by and between DANIEL U.S. PROPERTIES LIMITED PARTNERSHIP II, an Alabama limited partnership ("Daniel"), and CHARLES G. BUELTMAN, a married man ("Buelتمان").

RECITALS:

Buelتمان is the owner of certain real property (the "Buelتمان Property") situated in Shelby County, Alabama which is more particularly described in Exhibit A attached hereto and incorporated herein by reference.

Daniel is the owner and developer of certain real property situated adjacent to or in close proximity with the Buelتمان Property commonly known as "Meadow Brook Corporate Park South", which includes, among other real property, Lots 6-A and 6-B, according to the Resurvey of Lot 6 of Meadow Brook Corporate Park South, Phase II, as recorded in Map Book 20, Page 61 in the Office of the Judge of Probate of Shelby County, Alabama (which two (2) lots, together with all other real property forming a part of Meadow Brook Corporate Park South, are hereinafter collectively referred to as the "Daniel Property").

Buelتمان desires to grant to Daniel, its successors and assigns a permanent, perpetual and non-exclusive access easement over, across, through and upon that certain 15-foot strip of land on the Buelتمان Property which is more particularly described in Exhibit C attached hereto and incorporated herein by reference (the "Buelتمان Easement Property").

Daniel desires to grant to Buelتمان, his heirs, executors and assigns, a permanent, perpetual and non-exclusive access easement over, across, through and upon that certain 35-foot strip of land on the Daniel Property which is more particularly described in Exhibit D attached hereto and incorporated herein by reference (the "Daniel Easement Property").

NOW, THEREFORE, in consideration of the premises, the mutual covenants, promises and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

- 1. **Grant of Easement to Buelتمان Easement Property.** Buelتمان does hereby grant, bargain, sell, convey and assign to Daniel, its successors and assigns, forever, a

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permanent, perpetual and non-exclusive access easement over, across, through and upon the Buelman Easement Property for the purpose of providing pedestrian and vehicular travel and transportation over and across the Buelman Easement Property to and from any of the Daniel Property. The easement granted herein to Daniel, its successors and assigns, shall be subject to and use in common with Buelman, his heirs, executors and assigns; shall extend to the tenants, subtenants, licensees, customers, employees, guests, business invitees and agents of Daniel, its successors and assigns; is appurtenant to and shall serve any and all of the Daniel Property; shall be and is a covenant running with the land; and shall be binding upon and inure to the benefit of Daniel and Buelman and their respective heirs, executors, successors and assigns.

2. **Grant of Easement to Daniel Easement Property.** Daniel does hereby grant, bargain, sell, convey and assign to Buelman, his heirs, executors and assigns, forever, a permanent, perpetual and non-exclusive access easement over, across, through and upon the Daniel Easement Property for the purpose of providing pedestrian and vehicular travel and transportation over and across the Daniel Easement Property to and from any of the Buelman Property and, subject to the provisions of Paragraphs 3 and 4(d) below, any other real property (the "Adjacent Property") under common ownership with the then owner of at least fifty percent (50%) of the Buelman Property so long as (a) such Adjacent Property is situated contiguous to the Buelman Property and (b) the acreage of such Adjacent Property, when added to the acreage of the Buelman Property, does not exceed seven (7) acres. The easement granted herein to Buelman, his heirs, executors and assigns, shall be subject to and use in common with Daniel, its successors and assigns; shall extend to the tenants, subtenants, licensees, customers, employees, guests, business invitees and agents of Buelman and his heirs, successors and assigns; is appurtenant to and, subject to the provisions of Paragraphs 3 and 4(d) below, shall serve only the Buelman Property and the Adjacent Property (the Buelman Property and the Adjacent Property are herewith sometimes collectively referred to as the "Benefitted Property"); shall be and is a covenant running with the land; and shall be binding upon and inure to the benefit of Daniel and Buelman and their respective heirs, executors, successors and assigns. The easement granted by Daniel pursuant to this Paragraph 2 shall, subject to the provisions of Paragraphs 3 and 4(d) below, serve only the Benefitted Property and no other property situated adjacent to or in close proximity with the Benefitted Property shall have any rights to utilize any of the easement rights granted herein to Buelman by Daniel.

3. **Construction of Roadway.**

(a) Buelman does hereby acknowledge, agree and consent to the construction by Daniel of a roadway (the "Roadway") over, across, through and upon the Buelman Easement Property and the Daniel Easement Property which shall provide ingress to and from the Benefitted Property, the Daniel Property and U.S. Highway 280. Daniel agrees that the Roadway shall be constructed in a good and workmanlike manner and in accordance

with all applicable governmental rules, regulations and requirements and that the Roadway shall not contain a median (except for a possible median to be located within the right-of-way of U.S. Highway 280).

(b) Buelman shall have the right to construct one (1) forty (40) foot wide curb cut on the Roadway for use by and the benefit of the Buelman Property only, except as set forth in the last sentence of this paragraph. Such curb cut shall be constructed in a location approved by Daniel, which approval shall not be unreasonably withheld. All costs and expenses relating to the construction of such curb cut shall be paid by Buelman. Buelman shall be solely responsible for obtaining all necessary governmental permits and licenses for such curb cut and shall repair all portions of the Roadway and any landscaping thereto damaged or destroyed in the construction of such curb cut. Daniel shall cooperate with Buelman in obtaining any such permits and licenses. The easement rights granted herein to Buelman to use the Daniel Easement Property and the Roadway by means of such curb cut shall be limited to the use of the same by only the Buelman Property and no portion of the Adjacent Property shall have any rights to use the same unless, and only to the extent that, the Road Extension, as hereinafter defined, is constructed and Buelman constructs a roadway on the Additional Easement, as hereinafter defined.

4. Extension of Roadway.

(a) Daniel may elect, in its sole and absolute discretion, to extend the Roadway beyond the Daniel Easement Property and the Buelman Easement Property along or adjacent to the common property boundary of the Buelman Property and the Daniel Property (the "Road Extension") in and to a location selected by Daniel, in its sole discretion. The Road Extension may be constructed on that certain 15-foot easement (the "Existing Easement") situated on the Buelman Property which was originally created and conveyed by Jessie Arnold, a widow, to Howard H. Brown and wife, Ramona O. Brown pursuant to deed dated March 25, 1970 and recorded in Deed Book 262, Page 640 in the Office of the Judge of Probate of Shelby County, Alabama, which, through various conveyances, has now been conveyed to Daniel. The Existing Easement is situated on the Buelman Property and runs along the common boundary of the Buelman Property and Lots 6-A and 6-B according to the Resurvey of Lot 6, Meadow Brook Corporate Park, Phase II, as recorded in Map Book 20, Page 61, in the Office of the Judge of Probate of Shelby County, Alabama (collectively, "Lots 6-A and 6-B"). If any portion of the Road Extension will be constructed on or within the Existing Easement, then (i) Buelman agrees to grant to Daniel a permanent, perpetual and non-exclusive access easement substantially similar to the easement granted to Daniel pursuant to Paragraph 1 over, across, through and upon any portion of the Buelman Property (but within the Existing Easement) upon which the right-of-way for the Road Extension is located and (ii) the plans and specifications for the Road Extension shall be submitted to Buelman for his review and approval, which approval shall not be unreasonably withheld. If Daniel elects to construct the Road Extension, then Daniel agrees that the Road

Extension shall be constructed in a good and workmanlike manner and in accordance with all applicable governmental rules, regulations and requirements and shall not contain a median. The costs of constructing the Road Extension shall be paid by Daniel; however, if Buelman elects to construct a roadway on the Additional Easement, as defined in Paragraph 4(b) below, then Buelman shall pay his prorata share of such costs as provided in Paragraph 4(e) below. Nothing contained in this Paragraph 4(a) shall be deemed or construed to obligate or require Daniel or any of its successors and assigns to construct the Road Extension.

(b) If Daniel elects to construct the Road Extension pursuant to the provisions of Paragraph 4(a) above or if Buelman elects to construct the Road Extension pursuant to the provisions of Paragraph 4(c) below, then, in either event but subject to the provisions of Paragraph 4(d) below, Daniel agrees to grant to Buelman, his heirs, executors and assigns, permanent, perpetual and non-exclusive access easements over and upon (i) that portion of the Daniel Property upon which the Road Extension has been or will be constructed and (ii) a minimum forty (40) foot strip of land on the Daniel Property lying between the real property upon which the Road Extension has been or will be constructed and the Buelman Property (the "Additional Easement") for the purpose of allowing Buelman to construct thereon a roadway to provide pedestrian and vehicular travel and transportation over and across the Additional Easement to and from the Benefitted Property, subject to the following terms and conditions:

- (1) The location of the Additional Easement shall be no more than 450 feet from the southernmost right-of-way line of U.S. Highway 280 and shall be, at a minimum, forth (40) feet in width;
- (2) If Buelman elects to construct a roadway on the Additional Easement, then Buelman shall pay all costs and expenses relating to the construction of such roadway on the Additional Easement and shall be responsible for obtaining all necessary permits, licenses and approvals for the construction of such roadway;
- (3) No clearing, grading, excavation or other work relating to the construction of such roadway on the Additional Easement shall be undertaken until such time as the plans and specifications for such roadway have been approved in writing by Daniel, such approval not to be unreasonably withheld;
- (4) Any such roadway constructed on the Additional Easement shall be constructed and completed in accordance with the plans and specifications approved by Daniel and in accordance with all applicable governmental rules, regulations and requirements. Construction of such roadway shall be

completed within six (6) months following commencement of construction of the same;

(5) Any such roadway constructed on the Additional Easement shall at all times (until such time as it may be dedicated as a public roadway to a governmental entity, if ever) be maintained by Buelman in good condition and repair in a manner substantially similar to all other roads within the Daniel Property;

(6) All traffic and other signage on the Additional Easement shall be subject to the same signage design and other criteria applicable to all other portions of the Daniel Property; and

(7) The easements, if any, to be granted to Buelman, his heirs, executors and assigns, pursuant to Paragraph 4(b) above shall, subject to the provisions of Paragraph 4(d) below, benefit only the Benefitted Property and shall be evidenced by a written easement agreement in form substantially similar to this Agreement.

(c) If, for any reason, Daniel does not construct the Road Extension, then Buelman shall have the right, at his option (the "Construction Option"), to construct the Road Extension, subject to the following terms and conditions:

(i) The Construction Option granted to Buelman pursuant to this Paragraph 4(c) must be exercised by Buelman on or before December 31, 2000. If, for any reason, Buelman has not commenced construction of the Road Extension on or before December 31, 2000 (unless such date is extended in writing by mutual agreement of Daniel and Buelman), then the Construction Option and all rights granted to Buelman in this Paragraph 4(c) shall automatically terminate, cease, be deemed null and void and of no further force or effect;

(ii) Buelman shall pay all costs and expenses relating to the construction of the Road Extension and shall be responsible for obtaining all necessary permits, licenses and approvals for the construction of the Road Extension; provided, however, that if Daniel elects to use the Road Extension for the primary means of public access to any portion of the Daniel Benefitted Property, as such term is defined in Paragraph 4(e) below, then Daniel shall pay its prorata share of such costs as provided in Paragraph 4(e) below;

(iii) No clearing, grading, excavation or other work relating to the construction of the Road Extension shall be undertaken until such time as the

plans and specifications for the Road Extension have been approved in writing by Daniel, such approval not to be unreasonably withheld;

(iv) The Road Extension shall be constructed and completed in accordance with the plans and specifications approved by Daniel and in accordance with all applicable governmental rules, regulations and requirements, including, without limitation, the specifications of the City of Hoover, Alabama. The Road Extension shall be completed by Buelman on or before six (6) months following commencement of construction of the same;

(vi) All traffic and other signage on the real property upon which the Road Extension has been constructed shall be subject to the same signage design and other criteria applicable to all other portions of the Daniel Property and shall be installed by Buelman at his sole cost and expense; and

(v) The roadway to be constructed on the Additional Easement pursuant to the provisions of Paragraph 4(b) above shall be constructed by Buelman at the same time that the Road Extension is being constructed.

(d) Immediately prior to completion of construction of the Road Extension, Buelman shall have the right to determine, in his sole and absolute discretion, which portions of the Adjacent Property, if any, shall have the right to use the Roadway and Road Extension. If Buelman is able to determine the exact Adjacent Property which will utilize the Roadway and Road Extension, then Buelman and Daniel shall execute an amendment to this Agreement setting forth the exact acreage and legal description of all of the real property constituting the Adjacent Property and the Benefitted Property and only those portions of the Adjacent Property and Benefitted Property set forth in such amendment shall be entitled to utilize the Roadway or Road Extension. From and after the date of such amendment, all references herein to the Adjacent Property and Benefitted Property shall mean and refer to the real property described in any such amendment to this Agreement. If, for any reason, Buelman does not, within 30 days following completion of construction of the Road Extension, make a determination concerning which portions of the Adjacent Property shall utilize the Road Extension, or, if no amendment is made to this Agreement setting forth such determination by Buelman, then, until such time, if ever, as Buelman shall designate additional acreage for the Adjacent Property (meeting the requirements of Paragraph 2 hereof), the term Benefitted Property shall mean only the original Buelman Property described in Exhibit A hereto. Following completion of the Road Extension, and if this Agreement has not previously been amended to specifically designate the description of the Adjacent Property as determined by Buelman, then at any time on or before December 31, 2005, Buelman may make a one-time determination of the Adjacent Property (meeting the requirements of Paragraph 2 hereof), which determination shall be evidenced either by an amendment to this Agreement, or by a writing describing the Adjacent Property,

executed only by Buelman and referring to this Agreement, and in any case recorded in the Probate Records of Shelby County, Alabama. Upon the recording of any such determination, the term Benefitted Property shall henceforth mean the original Buelman Property described in Exhibit A hereto and the Adjacent Property described in the recorded instrument (which, with the original Buelman Property shall not exceed an aggregate of seven acres). If the Adjacent Property is determined after the parties have calculated and paid their respective "prorata share" of the costs of construction of the Road Extension, as set forth in paragraph 4(e) below, then:

(i) such "prorata share" shall be recalculated based on the addition of the Adjacent Property to the Benefitted Property, and Buelman shall pay to Daniel an amount equal to such increased share plus interest on such amount at the AmSouth Prime Rate, as defined in Paragraph 4(e) below, plus one percent (1%) per annum from and after 30 days following the date on which written notice of completion of the Roadway has been given pursuant to Paragraph 4(e) below through and including the date on which such increased sum is paid in full. Such payment shall be made by Buelman to Daniel within thirty (30) days after written notice of such recalculation. Any amounts not paid within such time shall bear interest at the rate set forth in the last sentence of Paragraph 4(e).

(ii) In addition, Buelman's "prorata share" of the Roadway and Road Extension maintenance costs and expenses (as provided in Paragraph 5(c) hereof) shall be recalculated with respect to future payments to include such Adjacent Property as part of the Benefitted Property.

In the event that the completed Roadway and the Road Extension are required to be and are widened or improved due to substantial traffic increases caused by either the Daniel Benefitted Property (hereafter defined) or the designated Adjacent Property, then the owner of the property so causing the road improvements shall bear the cost thereof.

(e) If either Daniel or Buelman constructs the Road Extension and if, pursuant to the provisions of Paragraph 4(a) or 4(c) above, the parties are to share in the costs of the Road Extension, then each party shall pay its "prorata share," as hereinafter defined, of the total costs and expenses reasonably incurred by the other party in constructing the Road Extension, including, without limitation, engineering fees, license and permit fees and all other costs and expenses reasonably incurred in connection with construction of the Road Extension. As used herein, the term "prorata share" shall mean (i) with respect to Buelman, the ratio which the total acreage of the Benefitted Property which Buelman determines (or is deemed to have determined), pursuant to Paragraph 4(d) above, shall utilize the Roadway and the Road Extension bears to the combined total acreage of (1) the Benefitted Property which shall utilize the Roadway and Road Extension, as determined (or deemed to be

determined) by Buelتمان pursuant to Paragraph 4(d) above, and (2) the total acreage of Lots 6-A and 6-B and any other real property owned by Daniel which now or hereafter uses the Roadway and Road Extension as its primary means of public access (collectively, the "Daniel Benefitted Property") and (ii) with respect to Daniel, the ratio which the total acreage to Daniel Benefitted Property bears to the combined total acreage of (1) the Benefitted Property which shall utilize the Roadway and Road Extension, as determined (or deemed to be determined) by Buelتمان pursuant to Paragraph 4(d) above, and (2) the Daniel Benefitted Property. All amounts payable by either Buelتمان or Daniel to the other pursuant to the terms and provisions of this Paragraph 4(e) shall be paid in full within 30 days after written notice is given by any party to the other requesting payment of the same, which notice shall include a statement by an independent, third party licensed Alabama civil engineer certifying the total costs and expenses reasonably incurred in connection with the construction of the Road Extension. Any amounts due and owing by either party to the other with respect to the construction of the Road Extension which are not paid within 30 days after written notice requesting payment of the same shall bear interest until paid in full at a rate equal to four percent (4%) above the then AmSouth Prime Rate, as hereinafter defined. As used herein the term "AmSouth Prime Rate" shall mean and refer to the prime or base rate of interest announced or published from time to time by AmSouth Bank of Alabama or its successors and assigns, as such prime or base rate may fluctuate and change from time to time.

(f) Following completion of the construction of the Road Extension (whether by Daniel or Buelتمان) pursuant to the terms and provisions of this Paragraph 4, Daniel agrees to execute and deliver to Buelتمان such documentation in form mutually acceptable to Daniel and Buelتمان whereby any portion of the Existing Easement which is not utilized for the right-of-way for the Road or the Road Extension shall be abandoned and released by Daniel and all easement rights of Daniel thereto shall be terminated.

5. Maintenance of Roadway and Road Extension.

(a) Prior to the development, if any, of any of the real property which will constitute the Adjacent Property, Buelتمان shall notify Daniel of such proposed development and shall cause a traffic study to be prepared for the Adjacent Property by a traffic consultant approved by Daniel, which approval shall not be unreasonably withheld. If such traffic study indicates that any proposed development for any of the Adjacent Property shall or may result in an overburdening of any portion of the Roadway or Road Extension by virtue of the amount or types of traffic or vehicles which may utilize the same or would create potential road hazards or unsafe conditions on any portion of the Roadway or Road Extension, then Buelتمان shall, at his sole cost and expense, take all action which may be reasonably required by Daniel to alleviate such potential problems or concerns.

(b) In connection with the development of the Daniel Property and the Benefitted Property, Daniel and Buelتمان, for themselves and the respective owners, guests, licensees

and invitees of the Daniel Property and the Benefitted Property and their respective heirs, executors, successors and assigns, do hereby covenant and agree that (i) any construction activities on any of their respective properties shall not unduly interfere with or obstruct the use of the Roadway and Road Extension by any other parties entitled to use the same, (ii) construction traffic shall be limited and restricted, to the greatest extent practicable, to using the Roadway and Road Extension during non-peak business hours and (iii) any party, including the employees, agents, guests, contractors, invitees and licensees of any party, who causes any damage to the Roadway or Road Extension, including any landscaped or grassed areas along the Roadway or Road Extension, shall promptly repair any such damage.

(c) For as long as any portions of the Roadway or Road Extension remain private roadways, Daniel (or the owner's association established by Daniel for the Daniel Property) shall maintain the Roadway and Road Extension in good condition and repair; provided, however, that, from and after commencement of any construction activities on any portion of the Benefitted Property, Buelman agrees to pay to Daniel (or to such owner's association), within 30 days after written request therefor, Buelman's "prorata share", as defined in item (i) of Paragraph 4(e) above, of all costs and expenses incurred by Daniel (or such owner's association) each year in maintaining the Roadway and, if used by any of the Benefitted Property, the Road Extension, which costs and expenses shall include reasonable landscaping and landscaping maintenance costs. Any amounts due and owing by Buelman to Daniel (or the owner's association for the Daniel Property) which are not paid within 30 days after written notice requesting payment of the same shall bear interest until paid in full at a rate equal to four percent (4%) above the then AmSouth Prime Rate.

6. Miscellaneous.

(a) Buelman and Daniel each hereby covenant and agree with the other that upon the request of either of them, the other party shall join in the execution of any and all documents, instruments, agreements and subdivision plats which may be necessary or required in order to dedicate the Roadway constructed on the Buelman Easement Property and the Daniel Easement Property as a public roadway to the City of Hoover, Alabama or any other governmental entity or authority. Furthermore, Daniel reserves the right, in its sole and absolute discretion, to (a) dedicate any portion of the Roadway Extension as a public roadway to any governmental authority without requirement that the approval or consent of Buelman, his heirs, executors or assigns, or the owners of any of the Benefitted Property, be obtained and (b) execute any and all agreements, documents, instruments and subdivision plats pursuant to which any portion of the Road Extension is submitted for dedication as a public roadway. To the extent the execution of any such agreement, document, instrument or subdivision plat by Buelman, his heirs, executors or assigns or the owners of any of the Benefitted Property is required, then Buelman, for himself and his heirs, executors and assigns, and each owner of any of the Benefitted Property, for themselves and their respective heirs, executors, successors and assigns, do hereby

irrevocably appoint Daniel as his and their respective agent and attorney-in-fact for the purpose of executing, signing, acknowledging, swearing to and recording any and all instruments, certificates, documents, agreements and subdivision plats relating to the dedication of any portion of the Road Extension as a public roadway in their respective name, place and stead. The power and authority granted herein is hereby declared to be irrevocable and a power coupled with an interest which shall survive the death of dissolution of Buelتمان and each owner of any of the Benefitted Property and their respective heirs, executors, successors and assigns, forever.

(b) This Reciprocal Easement Agreement constitutes the entire agreement between the parties hereto and may be amended and modified only upon the written consent of the then owners of the Daniel Easement Property and the Buelتمان Easement Property.

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

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

(e) This Reciprocal Easement Agreement shall be binding upon and inure to the benefit to the parties hereto and their respective heirs, executors, successors and assigns.

(f) If any provision of this Reciprocal Easement Agreement or the application thereof to any person or circumstance shall to, any extent, be invalid or unenforceable, then the remainder of this Reciprocal Easement Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each provision shall be valid and enforceable to the fullest extent permitted by law.

(g) Buelتمان does hereby represent and warrant that neither the Buelتمان Property nor the Buelتمان Easement Property constitute the homestead of Buelتمان or his wife.

(h) In the event any party hereto violates any of the terms and provisions of this Agreement or fails to perform any of its respective obligations hereunder and such violation continues for more than fourteen (14) days following the giving of notice of such violation or failure to perform, then the non-defaulting party shall have the right, at its option, to commence and maintain an action at law or in equity to enforce compliance by the defaulting party of all of the terms and provisions of this Agreement and the prevailing party in any such action shall be entitled to recover from the non-prevailing party any and all costs and expenses incurred in such action, including, without limitation, court costs and attorneys' fees.

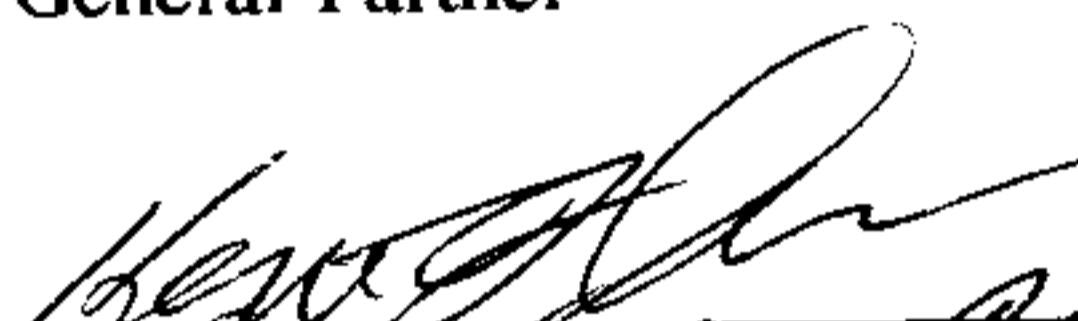
(i) In the event Buelman subsequently sells all or part of the Buelman Property, then the obligations of "Buelman" hereunder shall be deemed to mean the then owner of the Buelman Property and such then owner of any of the Buelman Property, by acceptance of a deed to any portion of the Buelman Property, agrees to be bound by all of the terms and provisions hereof.

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

DANIEL:

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

BUELTMAN:



Charles G. Buelman

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Kent J. Graeve, whose name as Senior 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 instrument, 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 on the day the same bears date.

Given under my hand and official seal, this the 10th day of November, 1995.

Kim M. Foster
NOTARY PUBLIC
My Commission Expires: 9-16-98

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Charles G. Buelتمان, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me that, being informed of the contents of said instrument, he, executed the same voluntarily, on the day the same bears date.

Given under my hand and official seal, this the 10th day of November, 1995.

Kim M. Foster
NOTARY PUBLIC
My Commission Expires: 9-16-98

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

EXHIBIT A

Legal Description of Buelman Property

A parcel of land situated in the SE 1/4 of the SE 1/4 of Section 31, Township 18, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the SW corner of the SE 1/4 of the SE 1/4 of said Section 31, and run North along said 1/4-1/4 Section line for a distance of 200.00 feet to the point of beginning of the parcel herein described; thence continue North along said 1/4-1/4 Section line for a distance of 915.04 feet to the Southerly right-of-way line of U.S. Highway 280; thence turn 83° 14' 30" right and run Easterly along said Southerly right-of-way line for a distance of 15.105 feet; thence turn 96° 45' 30" right and run Southerly for a distance of 150.00 feet; thence turn 96° 45' 30" left and run Easterly for a distance of 106.81 feet; thence turn 96° 46' 54" right and run in a Southerly direction for a distance of 778.15 feet; thence turn 89° 23' 28" right and run Westerly for a distance of 120.76 feet to the point of beginning; containing 2.1934 acres, more or less.

According to the survey of Frank N. Champion dated August 26, 1987.

EXHIBIT B

Legal Description of Buelman Easement Property

A 15 foot wide access easement situated in the SE 1/4 of the SE 1/4 of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the NE corner of Lot 6A, according to a Resurvey of Lot 6, Meadow Brook Corporate Park South, Phase II, as recorded in Map Book 20, Page 61 in the Office of the Judge of Probate of Shelby County, Alabama, and run in an Easterly direction along the Southerly right-of-way of U. S. Highway # 280 a distance of 15.11 feet to a point; thence turn an interior angle of 83 degrees 13 minutes 57 seconds and run to the right in a Southerly direction a distance of 191.33 feet to a point; thence turn an interior angle of 96 degrees 46 minutes 03 seconds and run to the right in a Westerly direction a distance of 15.11 feet to a point on the East line of said Lot 6A; thence turn an interior angle of 83 degrees 13 minutes 57 seconds and run to the right in a Northerly direction along the East line of said Lot 6A a distance of 191.33 feet to the POINT OF BEGINNING of the herein described 15 foot wide access easement.

EXHIBIT C

Legal Description of Daniel Easement Property

An access easement situated in the SW 1/4 of the SE 1/4 of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the NE corner of Lot 6A, according to a Resurvey of Lot 6, Meadow Brook Corporate Park South, Phase II, as recorded in Map Book 20, Page 61 in the Office of the Judge of Probate of Shelby County, Alabama, and run in a Southerly direction along the East line of said Lot 6A a distance of 191.33 feet to a point; thence turn an interior angle of 96 degrees 46 minutes 03 seconds and run to the right in a Westerly direction a distance of 50.35 feet to a point at the Southeast corner of Lot 6B of said resurvey; thence turn an interior angle of 83 degrees 13 minutes 57 seconds and run to the right in a Northerly direction along the East line of said Lot 6B a distance of 26.83 feet to a point on a curve to the right having a central angle of 11 degrees 45 minutes 25 seconds and a radius of 500.00 feet; thence run tangent to the last described course along the arc of said curve in a Northeasterly direction a distance of 102.60 feet to a point on a reverse curve to the left having a central angle of 11 degrees 45 minutes 25 seconds and a radius of 215.00 feet; thence run along the arc of the last described curve in a Northerly direction a distance of 44.12 feet to a point; thence run tangent to the last described curve in a Northerly direction a distance of 20.60 feet to a point on the Southerly right-of-way of U. S. Highway # 280; thence turn an interior angle of 96 degrees 46 minutes 03 seconds and run to the right in an Easterly direction along said right-of-way a distance of 35.25 feet to the POINT OF BEGINNING of the herein described access easement.

Inst # 1995-32944

11/15/1995-32944
09:34 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
015 MCD 45.50