

STATE OF ALABAMA )  
SHELBY COUNTY )

11/20/1998-46244  
10:24 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 CRH 17.50

## RECIPROCAL EASEMENT MODIFICATION AGREEMENT

THIS RECIPROCAL EASEMENT MODIFICATION AGREEMENT (this "Agreement") is made and entered into as of the 22<sup>nd</sup> day of October, 1998, by and between DANIEL U.S. PROPERTIES LIMITED PARTNERSHIP II, an Alabama limited partnership ("Daniel") and CHAMPIONS, L.L.C., an Alabama limited liability company ("Champions").

### RECITALS:

A. Daniel and Charles G. Buelتمان ("Buelتمان") entered into that certain Reciprocal Easement Agreement dated November 10, 1995, and recorded in the Office of the Judge of Probate of Shelby County, Alabama as Instrument #1995-32944 (the "Reciprocal Easement Agreement"). Capitalized terms used herein but not defined shall have the meanings given to them in the Reciprocal Easement Agreement.

B. Champions has purchased the Buelتمان Property from Buelتمان.

C. Daniel is willing to make certain modifications to the Reciprocal Easement Agreement, provided Champions agrees to impose certain restrictions upon the Buelتمان 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. Termination of Right to Extension of Roadway and Existing Easement.

a. Daniel and Champions hereby agree that paragraph 4 of the Reciprocal Easement Agreement is hereby deleted in its entirety. Accordingly, except for the Roadway which has been constructed, Daniel no longer has any right or obligation to construct the Roadway Extension over or across any of the Buelتمان Property or Lots 6-A and 6-B.

b. Daniel does hereby represent to Champions that, subject to the rights of adjacent property owners (including Champions as the owner of the Buelتمان Property), it is the sole beneficiary of the Existing Easement, which was created pursuant to a certain deed dated March 25, 1970, and recorded in Deed Book 262, page 640 in the Probate Office of Shelby County, Alabama. Daniel does further hereby agree to terminate the Existing Easement. As a result of the termination of the Existing Easement, Daniel hereby acknowledges and affirms that it possesses no

easements or rights in and to any of the Buelتمان Property other than the right to use and maintain the Roadway on the Buelتمان Easement Property.

2. Restriction on use of Roadway. Champions does hereby agree that the easement granted to Buelتمان in Paragraph 2 of the Reciprocal Easement Agreement is hereby modified to provide that no property other than the Buelتمان Property shall be benefited by the Daniel Easement Property. Champions does further hereby acknowledge and agree that it shall not be permitted to grant to the owner of any property which is contiguous to the Buelتمان Property a right of ingress and egress to such property over, under or across the Roadway constructed on the Daniel Easement Property.

3. Grant of Easement to Connect to Roadway. Daniel does hereby grant to Champions a permanent non-exclusive easement for ingress and egress to the Buelتمان Property over and across the parcel of land which is approximately 40 feet by 40 feet in size located immediately south of and contiguous to the Daniel Easement Property (the "Access Easement"). The Roadway has heretofore been extended by Daniel across and in a westerly direction from the Access Property. This extension of the Roadway now includes a curb cut which provides the primary means of access to the Buelتمان Property.

4. Restrictions on Buelتمان Property. As an inducement to Daniel to enter into this Agreement, Champions, for itself and its successors and assigns, does hereby covenant and agree that the following restrictions are imposed upon the Buelتمان Property for the benefit of the Daniel Property:

a. Champions agrees to construct parapet wall along the western side of the buildings to be constructed on the Buelتمان Property to shield any air conditioning units on the roofs of any buildings constructed on the Buelتمان Property from being viewed at ground level from the Daniel Property.

b. In connection with the development of the Buelتمان Property, Champions shall use reasonable efforts not to disturb the existing treeline situated along the western boundary of the Buelتمان Property and shall, at all times, use reasonable efforts to cause this area to remain a natural, undisturbed buffer area. Further, Champions shall use reasonable efforts not to disturb the existing treeline along the eastern boundary of the Daniel Property.

c. To the extent practicable, Champions agrees to construct and maintain an earthen berm (which may be landscaped) along the western property line of the Buelتمان Property to shield, to the extent practicable, any parking lot to be constructed on the Buelتمان Property.

d. Any building constructed on the Buelتمان Property shall be constructed with a brick veneer on the northern, western and southern sides.

The restrictions described in this Paragraph 4 shall be and are covenants running with the land and shall be binding upon and inure to the benefit of Champions and Daniel and their respective successors and assigns.

6. Ratification. Except as amended hereby, the Reciprocal Easement Agreement shall continue in full force and effect.

**IN WITNESS WHEREOF**, the undersigned have executed this Agreement on or as of the date first above written.

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

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

By:   
Its: 

**CHAMPIONS, L.L.C.**  
an Alabama limited liability company

By:   
Its: Member

This instrument prepared by:  
John E. Hagefstration, Jr.  
Bradley Arant Rose & White LLP  
2001 Park Place, Suite 1400  
Birmingham, Alabama 35203-2736

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned, a notary public in and for said county in said state, hereby certify that Kent J. Graeve, 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 general 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, acting in its capacity as General Partner of said partnership for and as the act of said partnership.

Given under my hand and official seal this 22nd day of October, 1998.

Jennifer C. Palmer  
Notary Public

[NOTARIAL SEAL]

My commission expires: 12/99

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned, a notary public in and for said county in said state, hereby certify that H. M. Graham, whose name as Member of Champions, L.L.C., an Alabama limited liability company, 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 Member and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 22nd day of October, 1998.

Billerie A McAnnally  
Notary Public

[NOTARIAL SEAL]

My commission expires: 3/27/01

11/20/1998-46244  
10:24 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 CRH 17.50