

CLERK: Please return this document to:
✓ Paul A. Alarcon
Nextel Communications
6575 The Corners Parkway
Norcross, Georgia 30092

Roberts
AL 1066-A

ACCESS EASEMENT AGREEMENT

This Access Easement Agreement (hereinafter referred to as the "Agreement") is made and entered into this 12th day of July, 1999, by and between SHERMAN INTERNATIONAL CORPORATION (hereinafter referred to as the "Grantor") and NEXTEL SOUTH CORP., a Georgia corporation d/b/a Nextel Communications (hereinafter referred to as the "Grantee");

WITNESSETH THAT:

WHEREAS, Grantor is the owner of that certain approximately twenty foot (20') in width parcel of land that is more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Easement Area"), which Easement Area is a part of a larger parcel of land owned by Grantor located in the Southwest quarter of the Northeast quarter of Section 6, township 24, Range 13 East of Shelby County, Alabama (hereinafter referred to as the "Grantor Land");

WHEREAS, contemporaneously herewith, Grantee is leasing from Terry M. Habshey, a married man, an approximately twelve thousand one hundred eight-nine (12,189) square feet of land and all access and utility easements, if any, as described in Exhibit "B" attached hereto and made a part hereof pursuant to that certain Communications Site Lease Agreement (Ground) between said Terry M. Habshey and Grantee (hereinafter referred to as the "Lease"), which leased premises are adjacent to a portion of the Easement Area (hereinafter referred to as the "Grantee Land"); and

WHEREAS, Grantor hereby grants and conveys to Grantee certain rights and easements in and to the Easement Area in accordance with the terms herein stated.

NOW, THEREFORE, for and in consideration of the sum of One Thousand Dollars and no cents (\$1,000.00) paid in hand, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Subject to any and all existing easements, restrictive covenants and encumbrances, Grantor has bargained, sold, and conveyed, and does hereby grant, bargain, sell, and convey unto Grantee the following non-exclusive rights and easements to the Easement Area during the Easement Term (as said term is hereinafter defined) for the benefit of the Grantee, to-wit:

(a) In, upon, over, under, through and across the Easement Area for the purpose of the installation, use, operation, maintenance, repair, and replacement, from time to time, of utility lines and related facilities to provide all utility services necessary for the use and operation of the Grantee Premises in the Grantee's sole discretion;

(b) In, upon, over, under, through and across the Easement Area for the purpose of the installation, construction, use, operation, maintenance, repair, and replacement, from time to time, of an access route, including, without limitation, a gravel driveway, to provide ingress, egress, and access for pedestrian and vehicular traffic to and from the Grantee Premises; and

(c) During the period of construction, Grantee shall have the right of ingress and egress over, across and upon the portion of the Grantor Land that is immediately adjacent to the Easement Area for the purposes of construction of communications facilities on the Grantee Land. Grantor reserves the right of use of any driveway or access route constructed by Grantee on the Easement Area for ingress, egress or access for pedestrian or vehicular traffic to and from the Grantor Land.

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Inst # 1999-32038

2. For purposes of this Agreement, the Easement Term commences on August 5, 1999, or on the commencement of construction of communications facilities, or any part thereof, on the Grantee Land, whichever first occurs (hereinafter referred to as the "Commencement Date") and terminating on the fifth (5th) anniversary of the Commencement Date. Grantee shall provide Grantor written notice of commencement of construction if commenced before August 5, 1999. The Grantee shall have the right to extend such term for four (4) successive five (5) year periods (hereinafter referred to as the "Renewal Term"). This Agreement shall automatically be extended for each Renewal Term unless Grantee notifies Grantor of its intention not to renew prior to the commencement of the succeeding Renewal Term.

3. The terms "Grantor" and "Grantee" as used herein shall be deemed to mean the parties and their respective heirs, legal representatives, successors, successors-in-title, and assigns, and the easements and rights granted herein shall inure to the benefit of and be binding upon Grantor and Grantee, and their respective heirs, legal representatives, successors, successors-in-title, and assigns. Without limiting the generality of the foregoing, Grantor and Grantee shall each, with notice to the other, but without the consent of the other, have the right to bargain, sale, convey or assign, in whole or in part, any of the Grantor Land or the Grantee Land or the rights and obligations hereunder to its assignees, transferees, employees, agents, subtenants, contractors, guests, invitees, and to utility companies providing utility service. The rights and easements herein created shall at all times be construed as a covenant running with the Grantee Land for the benefit of and as appurtenant to the Grantee Land and is a burden upon the Easement Area.

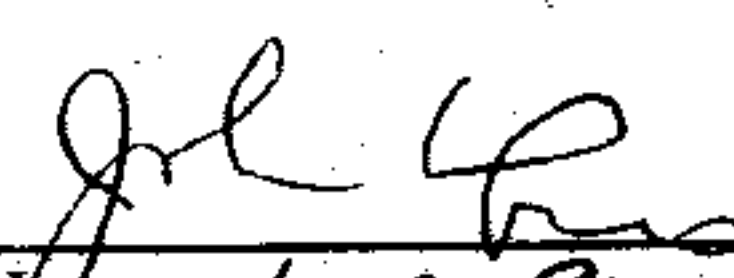
4. Grantor during the term of this Agreement has the right, subject to a sale or redevelopment of the Grantor Land, to relocate the Easement to a mutually agreeable location at Grantee's sole expense. Grantee must be given ninety (90) days written notice of any proposed sale or redevelopment of the Grantor Land that would effect this Agreement. Grantee's notice address is Property Manager, Nextel South Corp., 6575 the Corners Parkway, Norcross, Georgia 30092, Attn: Property Manager, with a copy to Nextel Communications, 2001 Edmund Halley Dr., Reston, Virginia 20191-3436, Attn: Legal Dept., Contracts Manager.

5. Grantee shall not allow or cause (i) any spoilage, waste, pollution or contamination to, over or upon the Easement Area or the Grantor Land; (ii) any nuisance, public or private, to exist on the Grantee Land or the Easement Area; or (iii) any impairment to Grantor's use of the Grantor Land or the Easement Area. Grantee shall provide Grantor with keys or combinations to any locks or gates on the Easement Area.


6. Grantee does hereby agree to indemnify, defend and hold harmless Grantor, its agents, assigns, officers, directors and employees from and against any and all claims, costs, damage or expenses, including legal fees arising from or related to any use of the Easement Area by Grantee, its agents, contractors, licensees, assigns, officers, directors or employees, including without limitation, injury to or death of any person, or damage to any property (real or personal), including the Grantor Land, however arising, whether or not due in whole or in part to the negligent act, error or omission of Grantor, its agents, assigns, officers, directors or employees.

IN WITNESS WHEREOF, the undersigned has set their hand and seal as of the date and year first written above.

GRANTEE:
NEXTEL SOUTH CORP.

By:  (SEAL)
Print Name: VICE PRESIDENT
Title: VICE PRESIDENT

GRANTOR:
SHERMAN INTERNATIONAL CORP.

By:  (SEAL)
Print Name: William F. Hamilton
Title: Vice President

State of Alabama)
County of Jefferson)

I, the undersigned, a notary public in and for said county in said state, hereby certify that William F. Hamilton, Jr. whose name as VICE PRESIDENT 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 the instrument, he/she as such officer with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this the 12th day of July, 1999.

Walter D. Monwee
Notary Public

My commission expires: 11/03/01

State of Georgia)
County of DeKalb)

I, the undersigned, a notary public in and for said county in said state, hereby certify that John Caffaro whose name as VICE PRESIDENT 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 the instrument, he/she as such officer with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this the 15th day of July, 1999.

Paul A. Alarcon
Notary Public

My commission expires



An easement situated in the Southwest Quarter of the Northwest Quarter of Section 6, Township 24 North, Range 13 East, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Southwest corner of the Southwest Quarter of the Northwest Quarter of Section 6, Township 24 North, Range 13 East; thence run North 89°59'43" East for a distance of 15.00 feet to the Point of Beginning of the centerline of a 20 feet Ingress/Egress & Utility Easement that lies 10 feet each side of the following described centerline; thence run North 00°00'00" West for a distance of 40.41 feet to a point; thence run North 46°07'37" East for a distance of 141.31 feet to a point; thence run North 85°26'54" East for a distance of 28.30 feet to a point; thence run South 59°10'04" East for a distance of 30.25 feet to a point on the westerly right-of-way of County Road 89, having a prescriptive right-of-way of 80 feet, said point also being the terminus of said easement.

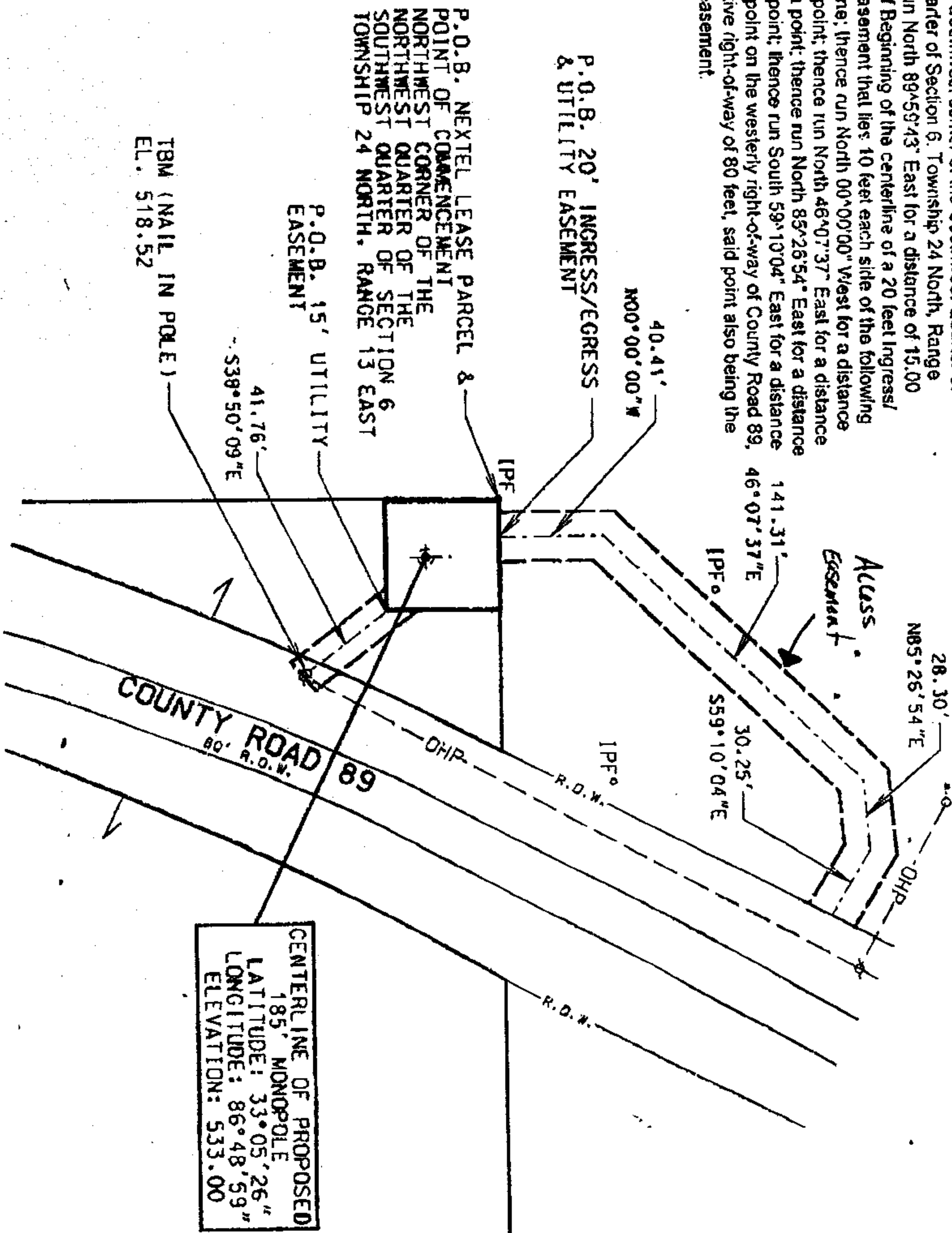


Exhibit "A"

EXHIBIT "B"

ROBERTA LEASE AREA

ALL THAT TRACT or parcel of land lying and being in the Northwest Quarter of the Southeast Quarter of Section 6, Township 24 North, Range 13 East of Shelby County, Alabama and being more particularly described as follows:
 Beginning at a 5/8 inch iron pin found at the Northwest corner of the Northwest Quarter of the Southeast quarter of Section 6, Township 24 North, Range 13 East, Shelby County, Alabama, thence South 01 degree 11 minutes 08 seconds along the west line of said $\frac{1}{4}$ $\frac{1}{4}$ section a distance of 239.62 feet to a 5/8 inch iron pin on the west right-of-way of Shelby County Road No. 89 (a 80 foot right-of-way) thence northeasterly along said right-of-way following a curve to the right (said curve having a radius of 1412.73 feet, a chord bearing of North 21 degrees 59 minutes 08 seconds East and a chord distance of 261.56 feet) an arc distance of 261.93 feet to a 5/8 inch iron pin on the north line of said $\frac{1}{4}$ $\frac{1}{4}$ section, thence South 88 degrees 20 minutes 55 seconds West along the north line of said $\frac{1}{4}$ $\frac{1}{4}$ section a distance of 102.92 feet to a iron pin and the point of beginning.

The described property contains an area of 11272 square feet or 0.259 acres.

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