

INGRESS/EGRESS EASEMENT AGREEMENT

THIS INGRESS/EGRESS EASEMENT AGREEMENT (this "Agreement") made as of the 1 day of August, 2000 by and between Pelham Parkway, L.L.C. an Alabama limited liability company ("Pelham") and Mesquite Creek Development, Inc. a Georgia corporation ("Mesquite");

WITNESSETH: That;

WHEREAS, Pelham is the owner of certain real property (the "Pelham Property") located in Shelby County, Alabama, as more particularly described on Exhibit "A", attached hereto and incorporated by reference herein;

WHEREAS, Mesquite is the owner of certain real property (the "Mesquite Property") which is contiguous to the Pelham Property and more particularly depicted and described on Exhibit "B", attached hereto and incorporated by reference herein;

WHEREAS, Pelham desires and agrees to grant to Mesquite an easement for vehicular and pedestrian ingress and egress, over, across and through a portion of the Pelham Property to the Mesquite Property, more particularly described and labeled as "Ingress/Egress Easement Area #2" on Exhibit "C" attached hereto and incorporated by reference herein ("Ingress/Egress Easement Area #2");

WHEREAS, Mesquite desires and agrees to grant to Pelham an easement for vehicular and pedestrian ingress and egress, over, across and through a portion of the Mesquite Property to the Pelham Property, more particularly described and labeled as "Ingress/Egress Easement Area #1" on Exhibit "D" attached hereto and incorporated by reference herein ("Ingress/Egress Easement Area #1");

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and of the mutual covenants herein contained, and for other valuable and good consideration in hand paid by Mesquite to Pelham at or before the sealing of these presents, the sufficiency and receipt of which are hereby expressly acknowledged and confirmed, the parties hereby agree as follows:

1. **Grant of Ingress, Egress and Access Easement.** Pelham does hereby bargain, sell, grant and convey to Mesquite a perpetual, non-exclusive right, privilege and easement ("Ingress/Egress Easement #2") in and to Ingress/Egress Easement Area #2 for the benefit of and as an appurtenance to the Mesquite Property, for access, ingress and egress by pedestrian traffic and by motor vehicles on, over and across Ingress/Egress Easement Area #2 for the purpose of providing access to and from the Mesquite Property.
2. **Grant of Ingress, Egress and Access Easement.** Mesquite does hereby bargain, sell, grant and convey to Pelham a perpetual, non-exclusive right, privilege and easement ("Ingress/Egress Easement #1") in and to Ingress/Egress Easement Area #1 for the benefit of and as an appurtenance to the Pelham Property, for access, ingress and egress by pedestrian traffic and by motor vehicles on, over and across Ingress/Egress Easement Area #1 for the purpose of providing access to and from the Pelham Property.
3. **Paving & Maintenance.** Mesquite shall pave Ingress/Egress Easement #1 within six (6) months after the date of this Agreement. Mesquite shall have the right, but not the obligation to pave all or any portion of Ingress/Egress Easement Areas #2 (Ingress/Egress area #1 and #2 are collectively called the "Easement Areas"). Any paving by either Pelham or Mesquite in the Easement Areas shall have at least a 6" gravel base, a 2" binder coat of asphalt and a 1" top coat of asphalt. All pavement in the Easement Area shall be no less than 24 feet in width.
4. **Binding Effect.** The benefits and burdens of the easements granted by this Agreement shall run with the title to the Pelham Property, the Mesquite Property, and the Easement Areas, respectively, and shall bind or benefit the owners thereof, their respective successors, successors-in-title, legal representatives and assigns.
5. **Waiver.** The failure of Pelham or Mesquite to exercise any right given hereunder or to insist upon strict compliance with any term, condition or agreement specified herein, shall not constitute a waiver of either party's right to exercise such right or to demand strict compliance with any such term, condition or agreement under this Agreement.
6. **Governing Law.** This Agreement shall be governed by and construed under the laws of the state in which the Easement Areas lie.
7. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which together will constitute one instrument.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement under seal as of the day and year first above written.

08/02/2000-25928

11:55 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

Signed, sealed and delivered
in the presence of:

Witness

Witness

GRANTOR: PELHAM PARKWAY, L.L.C., an
Alabama limited liability company

By: _____
JOHN McGEEVER
Title: MEMBER

STATE OF ALABAMA)
COUNTY OF Sherman)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify JOHN McGEEVER, as MEMBER of PELHAM PARKWAY, L.L.C., an Alabama limited liability company whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the foregoing conveyance she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 1 day of AUGUST, 2000.

My Commission Expires: 3-1-02

Notary Public

Signed, sealed and delivered
in the presence of:

Witness

Witness

MESQUITE: MESQUITE CREEK DEVELOPMENT, INC.
a Georgia corporation

By: _____

Title _____

STATE OF ALABAMA)
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify _____, as _____ of MESQUITE CREEK DEVELOPMENT, INC. a Georgia corporation whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the foregoing conveyance she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this _____ day of AUGUST 2000.

My Commission Expires: _____

Notary Public

Signed, sealed and delivered
in the presence of:

Witness

GRANTOR: PELHAM PARKWAY, L.L.C., an
Alabama limited liability company

Witness

By: _____
JOHN McGEEVER
Title: _____

STATE OF ALABAMA)
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify JOHN McGEEVER, as _____ of PELHAM PARKWAY, L.L.C., an Alabama limited liability company whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the foregoing conveyance she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this ____ day of AUGUST, 2000.

My Commission Expires: _____

Notary Public

Signed, sealed and delivered
in the presence of:

Sharon A. Wilson
Witness

Quintan J. Phipps
Witness

MESQUITE: MESQUITE CREEK DEVELOPMENT, INC.
a Georgia corporation

By: Shirley Eggers
Title Vice President

^{Georgia}
STATE OF ~~ALABAMA~~)
COUNTY OF Cobb)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify Shirley Eggers, as Vice President of MESQUITE CREEK DEVELOPMENT, INC. a Georgia corporation whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the foregoing conveyance she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 1st day of AUGUST, 2000.

My Commission Expires: 10/8/2002

Notary Public

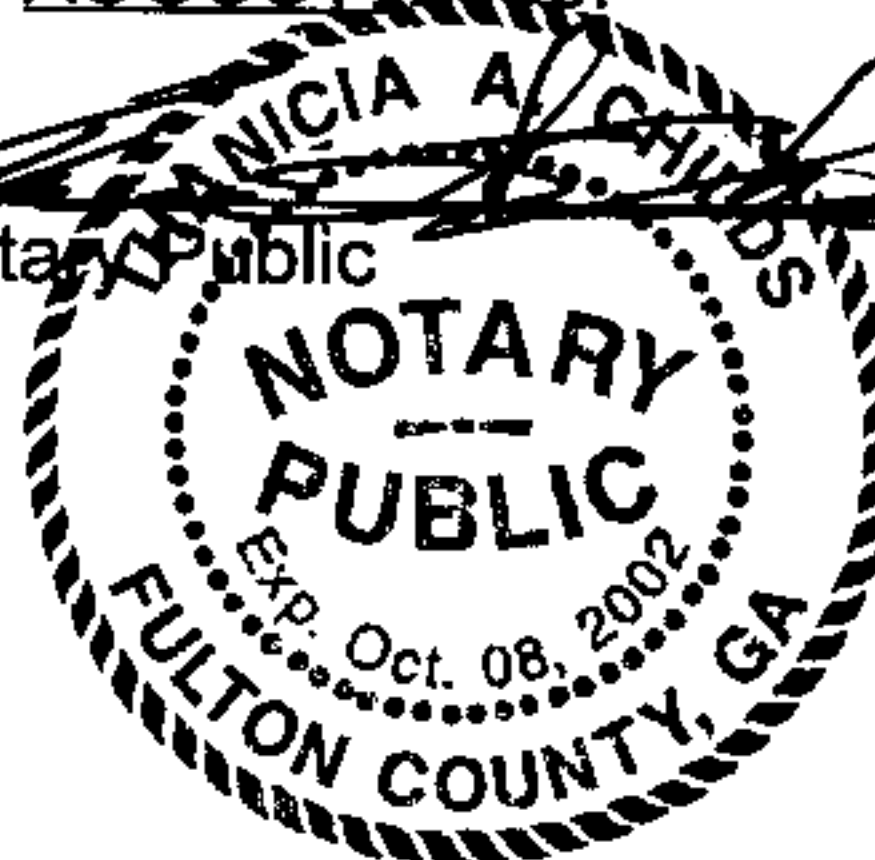


EXHIBIT "A"

Ingress/Egress Easement Agreement; Pelham Parkway LLC / Mesquite Creek Development, Inc.

Commence at NW corner of the NW 1/4 of the SW 1/4 of Section 24, Township 20 South, Range 3 West; thence N 89deg 50'27" E a distance of 607.14' to the westerly R.O.W. (200') of U.S. Highway #31; thence S 8deg 19'27" W and along said R.O.W. a distance of 334.75' to the POINT OF BEGINNING; thence S 8deg 19'27" W and along said R.O.W. a distance of 466.75' to a point on a curve to the left having a central angle of 14deg 54'09" a radius of 2066.61 and subtended by a chord bearing of S 0deg 52'23" W and a chord of 536.0' and a length of 537.52' and along said R.O.W. to the end of said curve; thence S 89deg 44'27" W and leaving said R.O.W. a distance of 235.67' to the easterly R.O.W. (100') of L & N Railroad; thence N 2deg 22'35" W and along said R.O.W. a distance of 998.73'; thence N 89deg 50'30" E and leaving said R.O.W. a distance of 352.82' to the POINT OF BEGINNING.

SITUATED IN SHELBY COUNTY, ALABAMA

Less and Except:

Lot 1, according to the Survey of Pelham Parkway Commercial Subdivision, as recorded in Map Book 26, Page 116, in the Probate Office of Shelby County, Alabama. Situated in Shelby County, Alabama.

Also, Less and Except:

Lot 2, according to the Survey of Pelham Parkway Commercial Subdivision, as recorded in Map Book 27, Page 44, in the Probate Office of Shelby County, Alabama. Situated in Shelby County, Alabama

EXHIBIT "B"

Ingress/Egress Easement Agreement; Pelham Parkway LLC / Mesquite Creek Development, Inc.

Lot 2, according to the Survey of Pelham Parkway Commercial Subdivision, as recorded in Map Book 27, Page 44, in the Probate Office of Shelby County, Alabama. Situated in Shelby County, Alabama

EXHIBIT 'C'

AN INGRESS AND EGRESS EASEMENT ACROSS A PARCEL OF LAND MORE FULLY AS FOLLOWS:

JUL-27-2000 13:47

205 979 7533 P.01/01

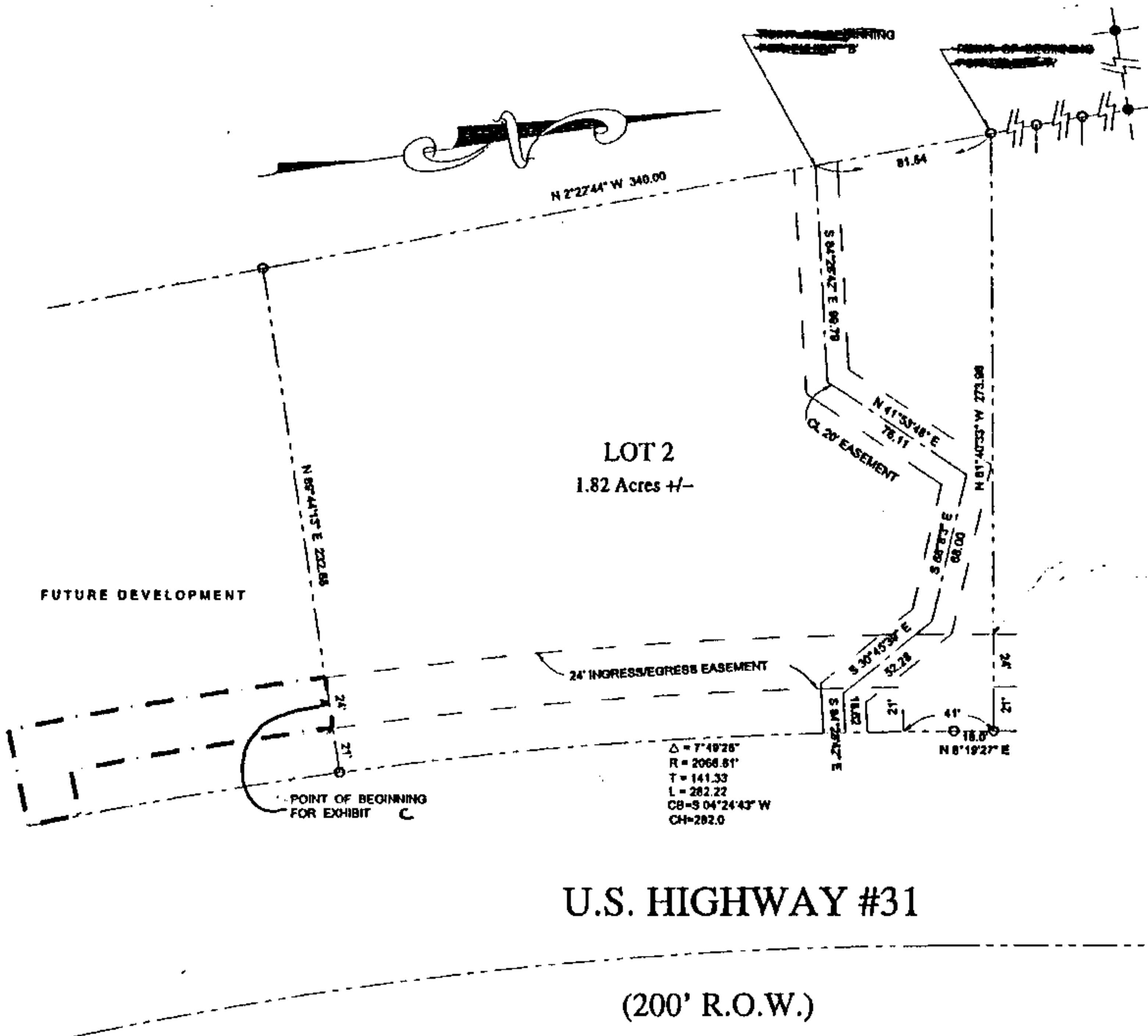
STATE OF ALABAMA

JULY 27, 2000

SHELBY COUNTY

A 24' wide Ingress/Egress easement located in the NW 1/4-SW 1/4 of Section 24, Township 20, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the NW corner of the NW 1/4 of the SW 1/4 of said Section 24; thence N89°50'27"E along the north line of said 1/4-1/4 section, a distance of 191.81 feet to its intersection with the easterly Right of Way Line of a 100' wide CSX Roll Road Right of Way; thence S02°25'47"E along said ROW Line, a distance of 331.34 feet; thence S02°22'44"E along said ROW Line, a distance of 743.73 feet; thence leaving said ROW Line, N89°44'13"E, a distance of 199.68 feet to the centerline and the POINT OF BEGINNING of said 24' wide Ingress/Egress easement, said point also being the beginning of a curve to the left, having a radius of 2,089.61 feet; a central angle of 03°39'11" and subtended by a chord which bears S1°20'20"E, a chord distance of 133.84 feet; thence along the arc of said curve and said centerline, a distance of 133.87 feet; thence N86°30'26"E along said centerline, a distance of 32.97 feet its intersection with the westerly Right of Way Line of U.S. Highway #31 (200' ROW) and the end of herein described easement.



The above described property is more particularly depicted on that certain survey prepared for Musquite Creek Development, Inc. Dated July 23, 2000 by R.C. Farmer, which survey is incorporated herein and made part hereof by this reference.

EXHIBIT 'D'

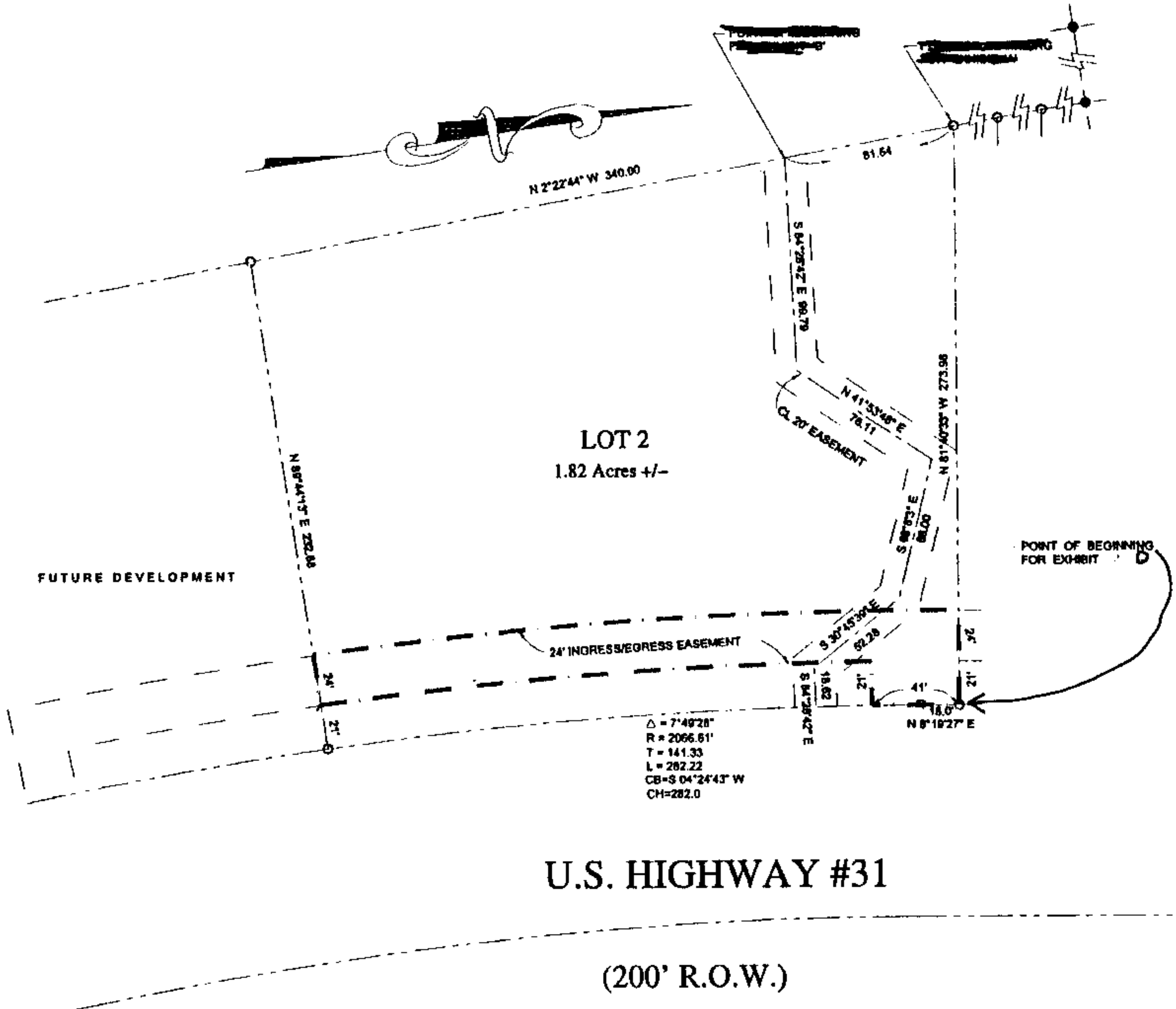
Inst # 2000-25928

An ingress and egress easement across a parcel of land as described in Exhibit "A" more fully as follows.

Commence at the northwest corner of the northwest quarter of the southwest quarter of Section 24, Township 20 South, Range 3 West, thence North 89°50'27" East, a distance of 191.81 feet to a point located on the Easterly margin of CSX Railroad (100' right-of-way): Thence along the Easterly margin of said railroad right-of-way South 02°25'47" East, a distance of 331.34 feet thence South 02°22'44" East, a distance of 265.32 feet, thence South 02°22'44" East, a distance of 138.41 feet; thence South 81°40'33" East, a distance of 273.98 feet to a point located on the Westerly margin of U.S. Highway Number 31 and the point of beginning of an ingress and egress easement, more fully described to wit from this point of beginning, thence along the Westerly margin of said highway South 08°19'27" West, a distance of 18.0 feet, thence along a curve to the left, said curve having a delta angle of 00°38'16", a radius of 2066.61 feet, an arc length of 23.00 feet, a chord bearing of South 08°00'19" West, and a chord distance of 23.00 feet; thence leaving the Westerly margin of said highway North 82°18'49" West, a distance of 21.00 feet; thence along a curve to the left, said curve having a delta angle of 07°11'26", a radius of 2087.61 feet, an arc length of 262.13 feet, a chord bearing of South 04°05'21" West, and a chord distance of 261.96 feet; thence South 89°44'13" West, a distance of 24.00 feet; thence along a curve to the right, said curve having a delta angle of 07°49'28", a radius of 2111.61 feet, an arc length of 288.96 feet, a chord bearing of North 04°24'13" East, and a chord distance of 288.74 feet, thence North 08°19'27" East, a distance of 18.00 feet, thence South 81°40'33" East 45.0 feet to the point of beginning, further as depicted on subdivision record map of Lot 2, according to the survey of Pelham Parkway commercial subdivision as recorded in Map Book 27, Page 47, Probate Office of Shelby County, Alabama.

08/02/2000-25928
11:55 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

007 HNS 25.50



The above described property is more particularly depicted on that certain survey prepared for Musquite Creek Development, Inc. Dated July 23, 2000 by R.C. Farmer, which survey is incorporated herein and made part hereof by this reference.