

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

Inst # 2001-27024

07/02/2001-27024
09:11 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
014 MB 53.50

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made and entered into as of the 29th day of June, 2001 by DANIEL U.S. PROPERTIES LIMITED PARTNERSHIP II, an Alabama limited partnership ("Grantor"), in favor of A J ASSOCIATES HOLDING, L.L.C., an Alabama limited liability company ("Grantee").

R E C I T A L S:

Grantor is the owner of the following described real property (the "Grantor's Property") situated in the City of Hoover, Shelby County, Alabama:

Lot 11A-3, according to the Meadow Brook Corporate Park South, Phase II, Resurvey No. 9, being a resurvey of Lot 11A-1 (being a resurvey of Lots 11-A and 11-B), as recorded in Map Book 28, Page 59 in the Office of the Judge of Probate of Shelby County, Alabama (the "Resurvey").

Contemporaneously herewith, Grantor has transferred and conveyed to Grantee Lot 11A-2, according to the Resurvey (the "Grantee's Property"). The Grantee's Property is situated directly adjacent to and is contiguous with the Grantor's Property.

Subject to and upon the terms and conditions hereinafter set forth, Grantor desires to grant to Grantee a permanent, perpetual and non-exclusive easement over, across, through, upon and under the following described portions of the Grantor's Property (the "Easement Property"):

A strip of land 20 feet in width running along the northernmost portion of the Grantor's Property which is adjacent to or in close proximity with Corporate Parkway, a public roadway, which strip of land is more particularly shown and described on the Resurvey as a "20' Sanitary Sewer Easement".

The Easement Property is more particularly shown on the reduced-size copy of the Resurvey attached hereto as Exhibit A and incorporated herein by reference.

Grantee desires to grant to Grantor certain easements over, across, through, under and upon those portions of the Grantee's Property as hereinafter described for the purposes hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **Grant of Sanitary Sewer Easement.** Subject to the terms, conditions and requirements of Paragraph 3 below, Grantor does hereby grant to Grantee, its successors and assigns, forever, a (i) permanent, perpetual and non-exclusive easement under the Easement Property for the

Alabama Title

purposes of constructing, installing, operating, maintaining, repairing and replacing from time to time underground sanitary sewer lines, pipes, drains, conduit, wiring and related equipment, improvements and facilities (collectively, the "Sewer Line") for the carrying, transmission and discharge of sewage from the Grantee's Property into the existing sanitary sewer lines of Shelby County, Alabama (the "County") situated on or abutting the Grantor's Property and (ii) temporary construction easement (the "Sewer Line Construction Easement") over, across, through, under and upon all unimproved portions of the Grantor's Property reasonably necessary for the initial construction and installation of the Sewer Line under the Easement Property. Subject to the terms, conditions and requirements of Paragraph 3 below, the easements granted herein to Grantee, its successors and assigns, shall be and are covenants running with the land and shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns. Notwithstanding anything provided herein to the contrary, Grantee acknowledges and agrees that the Easement Property has heretofore been dedicated as an easement for public utilities and sanitary sewers pursuant to the terms and provisions of the Resurvey and the use of the Easement Property by Grantee shall be subject to the rights of all public utility providers to use said Easement Property.

2. **Grant of Storm Sewer Easement.** Subject to the terms, conditions and requirements of Paragraph 3 below, Grantor does hereby grant to Grantee, its successors and assigns, forever, a (i) permanent, perpetual and non-exclusive easement under the Easement Property for the purposes of constructing, installing, operating, maintaining, repairing and replacing from time to time thereon underground lines, pipes and drains (collectively, "Storm Drains") for the discharge of storm water and surface water from any portion of the Grantee's Property into the existing underground storm water drainage facilities of the City of Hoover, Alabama, a municipal corporation (the "City") currently situated on the Grantor's Property and (ii) temporary construction easement (the "Storm Drain Construction Easement") over, across, through, under and upon all unimproved portions of the Grantor's Property reasonably necessary for the initial construction and installation of the Storm Drains under the Easement Property. Subject to the terms, conditions and requirements of Paragraph 3 below, the easements granted herein to Grantee, its successors and assigns, shall be and are covenants running with the land and shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns. Notwithstanding anything provided herein to the contrary, Grantee acknowledges and agrees that the Easement Property has heretofore been dedicated as an easement for public utilities and sanitary sewers pursuant to the terms and provisions of the Resurvey and the use of the Easement Property by Grantee shall be subject to the rights of all public utility providers to use said Easement Property.

3. **Construction of Sewer Line and Storm Drains.**

(a) Grantee shall, at Grantee's sole cost and expense, prepare or cause to be prepared by a registered and licensed Alabama civil engineer plans and specifications for the construction and installation of the Sewer Line and the Storm Drains, which plans and specifications shall be submitted to Grantor for review and approval, which approval shall not be unreasonably withheld or delayed. To the extent the plans and specifications for the Sewer Line or the Storm Drains indicate that the same will not be located solely within the Easement Property, then Grantee, at its expense, shall cause an ALTA survey to be prepared and included as part of the plans and specifications for the Sewer Line and Storm Drains reflecting the specific locations of, and metes and bounds legal descriptions for, the Sewer Line and the Storm Drains to be constructed on the Grantor's Property, which survey shall constitute part of the plans and specifications for the Sewer

Line and Storm Drains and shall be subject to the review and approval of Grantor, which approval shall not be unreasonably withheld or delayed. Such plans and specifications, when approved by Grantor, are hereinafter collectively referred to as the "Approved Plans". To the extent the Approved Plans indicate that the description of the Easement Property should be amended to accommodate the proposed locations of the Sewer Line or the Storm Drains, then Grantor and Grantee each covenant and agree to (i) execute an amendment to this Agreement reflecting a revised metes and bounds legal description for the Easement Property (ii) and take any and all other action reasonably necessary or required in order to cause the Resurvey to be amended to reflect said revised legal description.

(b) The easements granted by Grantor to Grantee pursuant to Paragraphs 1 and 2 above shall be exercised by Grantee subject to the following terms, conditions and requirements:

(i) The Sewer Line and the Storm Drains shall be constructed, installed and maintained below ground;

(ii) Grantee shall, at its sole cost and expense, construct and complete the Sewer Line and the Storm Drains under the Easement Property in a good and workmanlike manner and in accordance with the Approved Plans and all applicable governmental rules and regulations. The Sewer Line shall be constructed by Grantee in a manner acceptable to the County and, upon completion of the same, Grantee shall cause the Sewer Line to be dedicated to, and thereafter maintained by, the County. The Storm Drains shall be constructed by Grantee in a manner acceptable to the City and, upon completion of the same, Grantee shall cause the Storm Drains to be dedicated to, and thereafter maintained by, the City;

(iii) All construction activities on the Grantor's Property shall be prosecuted in such a manner so as to cause as little interference as possible with pedestrian and vehicular access, ingress and egress to, or the use of, the Grantor's Property and Corporate Parkway, a public roadway, and Grantee will implement and enforce prudent safety and traffic control measures during the prosecution of such construction activities so as to minimize any risk of personal injury or property damage resulting from such construction activities;

(iv) During any construction activities on the Grantor's Property, Grantee shall provide and maintain, at its sole expense, commercial general liability insurance coverage (including contractual liability coverage regarding its indemnification obligations hereinafter set forth) for bodily injury or property damage with a combined single limit of not less than \$1,000,000.00 for each occurrence, which commercial general liability insurance policy shall name Grantor as an additional insured thereunder. Certificates of insurance evidencing the foregoing coverage shall be delivered to Grantor prior to undertaking any construction activities on or within any portion of the Grantor's Property;

(v) Grantee shall and does indemnify, agree to defend and hold Grantor, its successors and assigns, harmless from and against any and all claims, demands, damages, costs, liabilities and expenses, including reasonable

attorneys' fees, which Grantor or any of its successors and assigns may suffer, pay or incur as a result of any injury or damage to person (including death) or property occurring in, on, under or upon the Grantor's Property caused by or resulting from any negligent acts or omissions or wilful or intentional acts or omissions of Grantee or any of its agents, employees, contractors or invitees in the exercise of the easement rights granted to Grantee by this Agreement;

(vi) Grantee shall and does indemnify, agree to defend and hold Grantor, its successors and assigns, harmless from and against any mechanics', materialmen's and/or laborers' liens arising from or related to any work performed or labor or materials provided in connection with the exercise of the easement rights granted to Grantee pursuant to this Agreement, and, in the event the Grantor's Property shall become subject to any such lien as a result of such work, then Grantee shall promptly cause such lien to be released and discharged of record, either by paying the indebtedness which gave rise to such lien or by posting such bond or other security as shall be required by law to obtain such release and discharge;

(vii) The Sewer Line Construction Easement and the Storm Drain Construction Easement shall automatically cease and be of no further force or effect upon the issuance of a certificate of occupancy for any building constructed on the Grantee's Property;

(viii) Following completion of the initial construction and installation of the Sewer Line and the Storm Drains, Grantee, for itself and its successors and assigns, covenants and agrees that no further construction activities on or within the Easement Property shall be undertaken by Grantee, its successors and assigns, without the prior written consent and approval of Grantor, its successors and assigns, which approval shall not be unreasonably withheld or delayed;

(ix) Except to the extent that the operation and maintenance of the Sewer Line and the Storm Drains are undertaken by any public authorities (including the County or the City, respectively), Grantee, for itself and its successors and assigns, covenants and agrees to at all times operate and maintain the Sewer Line and Storm Drains within the Easement Property in good condition and repair and in accordance with all applicable governmental rules, regulations and requirements. Subject to the provisions of Paragraph 4(b) below, any and all costs and expenses relating to such operation and maintenance shall be borne solely by Grantee, its successors and assigns; and

(x) Grantee covenants and agrees to promptly repair and replace any improvements, landscaping, shrubbery or plant life which may be damaged or destroyed in connection with the construction of the Sewer Line and the exercise of the easement rights granted to Grantee in this Agreement.

(c) Grantee shall be solely responsible for the payment of any and all costs and expenses incident to the discharge of sewage into the Sewer Line, including, without limitation, the payment of all applicable reservation fees, impact fees, demand and use charges and any other

costs and expenses charged by the County for the discharge and treatment of sewage from the Grantee's Property.

(d) Grantor and Grantee each covenant and agree to take any and all action reasonably requested by the other party in order to cause the Sewer Line to be dedicated to the County and the Storm Drain to be dedicated to the City.

4. **Sewer Connection Rights.**

(a) Grantor, for itself and its successors and assigns, does hereby establish and reserve and Grantee does hereby grant to Grantor, its successors and assigns, a permanent, perpetual and non-exclusive easement and right to connect and tie-on to the Sewer Line and/or the Storm Drains situated on the Grantor's Property, subject to Grantor's satisfaction of the following terms and conditions: (i) Grantor shall be responsible for all costs and expenses with respect to the connection and tie-on to the Sewer Line and/or Storm Drains, including, without limitation, paying all applicable reservation fees, demand and use charges and any other costs and expenses charged by the County with respect to the discharging of sewage into the Sewer Line; and (ii) any connection and tie-on to the Sewer Line and/or Storm Drains shall be (1) made by Grantor in accordance with all applicable rules, regulations and requirements of the County or the City, respectively, and any other governmental authorities having jurisdiction thereof and (2) undertaken and completed in a manner so as not to disrupt any existing sanitary sewer or storm drainage services being provided through the Sewer Line or the Storm Drains.

(b) To the extent Grantor exercises its rights to connect and tie-onto the Sewer Line, Grantor, for itself and its successors and assigns, covenants and agrees to pay to Grantee its Prorata Share, as herein defined, of the reasonable costs and expenses incurred by Grantee, its successors and assigns, in maintaining the Sewer Line. As used herein, the term "Prorata Share" shall mean the ratio that the total gallons per day of sanitary sewer treatment capacity purchased by Grantor or its successors and assigns for any improvements situated on the Grantor's Property (the "Grantor's Capacity") bears to the sum of the Grantor's Capacity and the total gallons per day of sanitary sewer treatment capacity purchased by Grantee or its successors and assigns for any improvements situated on the Grantee's Property. The obligation of Grantor, its successors and assigns, to pay its Prorata Share shall commence at such time as a certificate of occupancy is issued for any building constructed on the Grantor's Property. To the extent either Grantor, Grantee or any of their respective successors and assigns acquire additional sanitary sewage treatment capacity from the County, then the Prorata Share payable by Grantor to Grantee shall be revised accordingly. At such time as the County accepts maintenance responsibilities for the Sewer Line, neither Grantor, Grantee nor any of their respective successors or assigns shall have any further obligations to maintain the Sewer Line or pay any costs or expenses related thereto.

5. **Landscaping.**

(a) Grantee does hereby acknowledge and agree that a sign and landscaping easement (the "Landscaping Easement") has been established on the Resurvey within the northwesternmost corner of the Grantee's Property, which Landscaping Easement is also reflected on the reduced-size copy of the Resurvey attached hereto as Exhibit A. Grantee does hereby grant to Grantor, its successors and assigns, forever, a permanent, perpetual and exclusive

easement over, across, through and upon the Landscaping Easement for the purposes of the constructing, installing, operating, maintaining, repairing and replacing from time to time thereon underground utility lines, pipes, conduit, wiring and related equipment, improvements and facilities (including underground irrigation systems), above-ground lighting, light fixtures and signage, landscaping and plant material (collectively the "Landscaping Improvements"). The easement granted herein to Grantor, its successors and assigns, shall be and is a covenant running with the land and shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns.

(b) Grantor shall, at its sole cost and expense, be solely responsible for maintaining all Landscaping Improvements and other areas of the Landscaping Easement in good condition and repair at all times and in accordance with all applicable governmental rules, regulations and requirements.

6. **Grant of Electrical Easement.**

(a) Subject to the terms, conditions and requirements of Paragraph 6(d) below, Grantee does hereby grant to Grantor, its successors and assigns, forever, a (i) permanent, perpetual and non-exclusive easement under those portions of the Grantee's Property (the "Electrical Easement Property") lying within the "40' Building Setback Line" running along the northernmost portion of the Grantee's Property and the "35' Building Setback Line" running along the eastern boundary of the Grantee's Property, as such building setback lines are shown on the Resurvey, for the purposes of constructing, installing, operating, maintaining, repairing and replacing from time to time thereon underground electrical lines, conduit, wiring and related equipment, improvements and facilities (collectively, the "Electrical Lines") in order to provide underground electrical service to the Landscaping Improvements situated on the Landscaping Easement from the overhead electrical distribution lines which have been (or will be) constructed by Alabama Power Company along the common boundary of the Grantor's Property and the Grantee's Property and (ii) temporary construction easement (the "Electrical Line Construction Easement") over, across, through, under and upon all unimproved portions of the Grantor's Property reasonably necessary for the initial construction and installation of the Electrical Lines under the Electrical Easement Property. Subject to the terms, conditions and requirements of Paragraph 6(d) below, the easements granted herein to Grantor, its successors and assigns, shall be and are covenants running with the land and shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns.

(b) Grantee acknowledges that a single overhead electrical power line and power pole (collectively, the "Existing Service Lines") are currently situated on the Grantee's Property which provide electrical service for the Landscaping Improvements situated on the Landscaping Easement. Grantee covenants and agrees that the Existing Service Lines shall remain on the Grantee's Property in order to provide electrical service to the Landscaping Improvements until completion of construction of the Electrical Lines by Grantor on the Electrical Easement Property pursuant to the terms and provisions of Paragraph 6(d) below.

(c) Grantee does further covenant and agree that, in connection with any grading work to be performed with respect to the Grantee's Property, Grantee shall, at its sole cost and expense, construct and install within the Electrical Easement Property two (2) underground

conduits from the common boundary of the Grantor's Property and the Grantee's Property to a point within the Landscaping Easement designated by Grantor. Grantor shall be responsible for the installation of all wiring and other improvements within the Electrical Easement Property to the extent necessary to provide electrical service to the Landscaping Easement.

(d) The easements granted to Grantor pursuant to Paragraph 6(a) above with respect to the Electrical Easement Property shall be exercised by Grantor subject to the following terms, conditions and requirements:

(i) The Electrical Lines shall be constructed, installed and maintained below ground;

(ii) Grantor shall, at its sole cost and expense, construct and complete the Electrical Lines under the Electrical Easement Property in a good and workmanlike manner and in accordance with all applicable governmental and public utility company rules, regulations and requirements. Upon completion of construction of the Electrical Lines, Grantor shall, at its expense, cause the Existing Service Lines to be removed from the Grantee's Property;

(iii) All construction activities on the Grantee's Property shall be prosecuted in such a manner so as to cause as little interference as possible with pedestrian and vehicular access, ingress and egress to, or the use of, the Grantee's Property and Corporate Parkway, a public roadway, and Grantor will implement and enforce prudent safety and traffic control measures during the prosecution of such construction activities so as to minimize any risk of personal injury or property damage resulting from such construction activities;

(iv) During any construction activities on the Grantee's Property, Grantor shall provide and maintain, at its sole expense, commercial general liability insurance coverage (including contractual liability coverage regarding its indemnification obligations hereinafter set forth) for bodily injury or property damage with a combined single limit of not less than \$1,000,000.00 for each occurrence, which commercial general liability insurance policy shall name Grantee as an additional insured thereunder. Certificates of insurance evidencing the foregoing coverage shall be delivered to Grantee prior to undertaking any construction activities on or within any portion of the Grantee's Property;

(v) Grantor shall and does indemnify, agree to defend and hold Grantee, its successors and assigns, harmless from and against any and all claims, demands, damages, costs, liabilities and expenses, including reasonable attorneys' fees, which Grantee or any of its successors and assigns may suffer, pay or incur as a result of any injury or damage to person (including death) or property occurring in, on, under or upon the Grantee's Property caused by or resulting from any negligent acts or omissions or wilful or intentional acts or omissions of Grantor or any of its agents, employees, contractors or invitees in the exercise of the easement rights granted to Grantor by this Agreement;

(vi) Grantor shall and does indemnify, agree to defend and hold Grantee, its successors and assigns, harmless from and against any mechanics', materialmen's and/or laborers' liens arising from or related to any work performed or labor or materials provided in connection with the exercise of the easement rights granted to Grantor pursuant to this Agreement, and, in the event the Grantee's Property shall become subject to any such lien as a result of such work, then Grantor shall promptly cause such lien to be released and discharged of record, either by paying the indebtedness which gave rise to such lien or by posting such bond or other security as shall be required by law to obtain such release and discharge;

(vii) The Electrical Line Construction Easement shall automatically cease and be of no further force or effect upon completion of construction of the Electrical Lines by Grantor on the Electrical Easement Property pursuant to the terms and provisions of this Paragraph 6(d);

(viii) Following completion of the initial construction and installation of the Electrical Lines, Grantor, for itself and its successors and assigns, covenants and agrees that no further construction activities on or within the Electrical Easement Property shall be undertaken by Grantor, its successors and assigns, without the prior written consent and approval of Grantee, its successors and assigns, which approval shall not be unreasonably withheld or delayed;

(ix) Except to the extent that the operation and maintenance of the Electrical Lines are undertaken by any public utility companies or governmental authorities, Grantor, for itself and its successors and assigns, covenants and agrees to at all times operate and maintain the Electrical Lines within the Electrical Easement Property in good condition and repair and in accordance with all applicable governmental rules, regulations and requirements. Any and all costs and expenses relating to such operation and maintenance shall be borne solely by Grantor, its successors and assigns; and

(x) Grantor covenants and agrees to promptly repair and replace any improvements, landscaping, shrubbery or plant life which may be damaged or destroyed in connection with the construction of the Electrical Lines or in the exercise of the easement rights granted to Grantor in this Agreement.

(c) Grantor shall be solely responsible for the payment of any and all costs and expenses incident to electrical service being provided through the Electrical Easement to the Landscaping Easement and the Landscaping Improvements situated thereon.

7. **Miscellaneous.**

(a) This Agreement constitutes the entire agreement between the parties hereto and may be amended and modified only by the written consent of both Grantor and Grantee.

(b) 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 Agreement or in any way affect the terms and provisions hereof.

(c) 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.

(d) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Grantee acknowledges and agrees that Grantor may transfer and assign its rights and obligations under Paragraph 5 above (with respect to the Landscaping Easement) and under Paragraph 6 above (with respect to the Electrical Easement Property) to the Meadow Brook Corporate Park South Association, Inc. (the "Association") and, following such assignment, the Association shall be solely responsible for the performance of all of Grantor's obligations under Paragraphs 5 and 6 hereof.

(e) In the event either party here violates any of the terms and provisions of this Agreement or fails to perform its obligations hereunder and such violation continues for more than thirty (30) days following the giving of written 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 all costs and expenses incurred in such action, including, without limitation, court costs and attorneys' fees.

(f) If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this 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 hereof shall be valid and enforceable to the fullest extent permitted by law.

(g) Each party hereto covenants and agrees to execute, sign and deliver, or cause to be executed, signed and delivered and otherwise do or make, or cause to be done and made, any and all agreements, instruments, papers, deeds, acts or things, supplemental, conformatory or otherwise, which may be reasonably requested by any other party hereto for the purpose of or in connection with clarifying, amending or otherwise consummating any of the transactions and matters herein.

(h) This Agreement shall be governed by, construed, applied and enforced in accordance with, the laws of the State of Alabama.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement 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: Chris A. Brown
Its: Sr Vice President

GRANTEE:

A J ASSOCIATES HOLDINGS, L.L.C., an Alabama limited liability company

By: Augusta Lynessio
Its: Manager

STATE OF ALABAMA)
 :
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Chris A. Brown, 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 instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of such corporation in its capacity as general partner as aforesaid.

Given under my hand and official seal this the 29th day of June, 2001.

Nancy R. Echols
Notary Public
My Commission Expires: 3-27-05

STATE OF Alabama)
COUNTY OF Shelby)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Augustine Angrisano, whose name as Manager of A J ASSOCIATES HOLDINGS, 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 manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 29th day of June, 2001.

Carlene H. Palmer
Notary Public

[NOTARIAL SEAL]

My commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 28, 2003
~~BONDED THRU NOTARY PUBLIC UNDERWRITERS~~

CONSENT OF MORTGAGEE

THIS CONSENT OF MORTGAGEE is made and entered into as of the **27** day of June, 2001 by COUSINS, INC., an Alabama corporation ("Mortgagee").

R E C I T A L S:

Mortgagee is the holder of that certain Mortgage and Security Agreement dated as of December 27, 1996 (the "Mortgage") executed by Daniel U.S. Properties Limited Partnership II, an Alabama limited partnership ("Mortgagor"), and recorded as Instrument No. 1996-42697 in the Office of the Judge of Probate of Shelby County, Alabama. The Mortgage, as amended, encumbers the Grantor's Property, as defined and described in the Agreement (as defined below).

Mortgagee desires to consent to the execution and delivery of the Sewer Line Easement Agreement dated as of June 29, 2001 (the "Agreement") by Mortgagor in favor of A J Associates Holdings, L.L.C., an Alabama limited liability company ("Grantee"), and to also agree that, following the foreclosure of the Mortgage, the rights and interests of all of the parties thereto shall not be affected thereby. *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Agreement.*

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagee does hereby covenant and agree as follows:

1. Mortgagee does hereby consent to the execution of the Agreement by Mortgagor and the grant of the easement rights set forth therein in favor of Grantee.
2. Mortgagee does hereby agree that the Mortgage and Mortgagee's rights and interests thereunder are subordinated to the rights and interests of Grantee under the Agreement and upon and after a foreclosure of the Mortgage, the granting of any deed in lieu of foreclosure or the taking of any other action by Mortgagee under the Mortgage which results in Mortgagee acquiring title to or any interest in the Grantor's Property, as defined in the Agreement (collectively, a "Foreclosure Action"), then (a) the Agreement and all of the rights and privileges under the Agreement shall not be affected or disturbed by virtue of such Foreclosure Action, but shall continue in full force and effect, (b) Grantee and its successors and assigns shall continue to have the right to enjoy all of the rights and privileges set forth in the Agreement without any interference by any person claiming by, through or under Mortgagee, (c) Mortgagee or any purchaser at foreclosure, as applicable, shall succeed to the interests of Mortgagor under the Agreement and Mortgagee shall be bound by all of the terms and provisions of the Agreement; provided, however, that in no event shall Mortgagee (or any purchaser at foreclosure) be bound by any amendments or modifications to the Agreement not consented to in writing by Mortgagee and (d) Mortgagee (or any purchaser at foreclosure) shall execute any documents or instruments reasonably requested by any of the parties to the Agreement and their respective successors and assigns to confirm that all of the terms and provisions of the Agreement shall continue in full force and effect following any such Foreclosure Action.

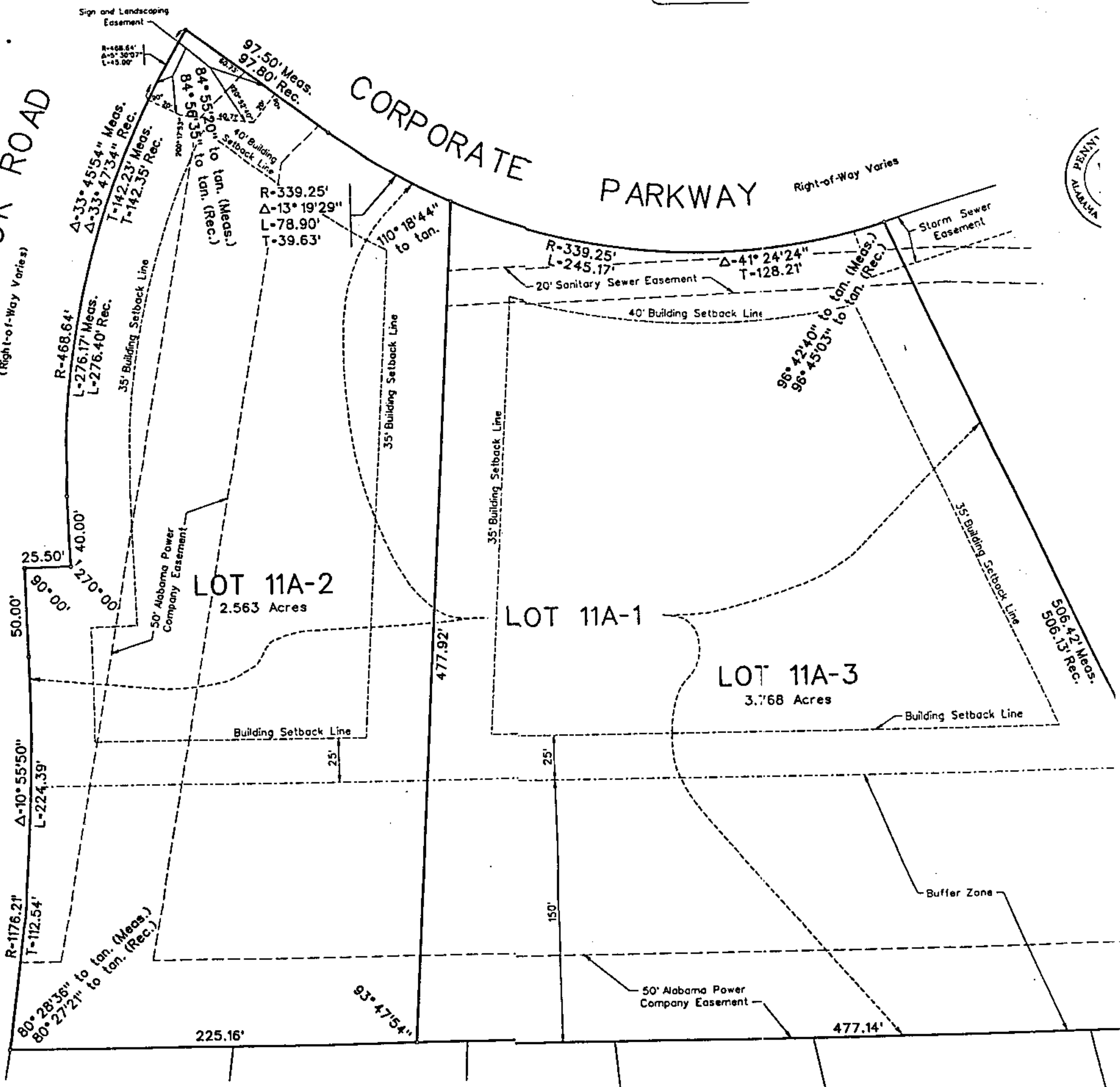
EXHIBIT A

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MEADOW BROOK ROAD
(Right-of-Way Varies)

CORPORATE PARKWAY
Right-of-Way Varies



ALABAMA
PENNY