

This instrument prepared by:
Theresa A. Tkacik
Haskell Slaughter Young & Rediker, L.L.C.
1400 Park Place Tower
2001 Park Place North
Birmingham, Alabama 35203

STATE OF ALABAMA)
 :
SHELBY COUNTY)

ACCESS AND UTILITIES EASEMENT AGREEMENT

THIS ACCESS AND UTILITIES EASEMENT AGREEMENT is made and entered into as of this 12 day of June, 2003 by and between Highland Lakes Development, Ltd., an Alabama Limited partnership and Highland Lakes Properties, Ltd., an Alabama limited partnership (hereinafter referred to as "Grantor" whether one or collectively), whose address is 2700 Highway 280 East, Suite 390-E, Birmingham, Alabama 35223 and Cellco Partnership, a Delaware General Partnership d/b/a Verizon Wireless, whose address is 180 Washington Valley Road, Bedminster, New Jersey 07921 (hereinafter referred to as "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of the property described on Exhibit "A" attached hereto and made a part hereof (herein called "Grantor Property") situated in Shelby County, Alabama; and

WHEREAS, Grantee has a leasehold interest in the property described on Exhibit "B" attached hereto and made a part hereof (herein called the "Cellco Property") situated in Shelby County, Alabama; and

WHEREAS, Grantor has agreed to provide Grantee a non-exclusive easement on a part of the Grantor Property for ingress and egress and for the installation and maintenance of underground utility wires, cables, conduits and pipes under and/or along a part of the Grantor Property.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and undertakings of the parties herein set forth, it is agreed by and between the parties as follows:

1. Grantor hereby grants, bargains, sells and conveys to Grantee and its successors and assigns a non-exclusive perpetual easement for ingress and egress across a portion of the Grantor Property and for the installation and maintenance of underground utility wires, cables, conduits and

pipes across a part of the Grantor Property, with said easement being more particularly described on Exhibit "C" attached hereto (the "Easement"). In consideration for the Easement, Grantee shall pay to Grantor a one-time lump sum payment equal to Twelve Thousand and no/100 Dollars (\$12,000.00). Upon completion of the initial installation of said underground utility wires, cables, conduits and pipes within the Easement herein granted, Grantee agrees to repair that portion of the Grantor Property to its original condition prior to such installation, normal wear, tear and casualty excepted.

2. The Grantee shall be responsible for constructing and maintaining any underground wires, cables, conduits or pipes placed within the Easement. Grantor shall not construct or maintain any gates, fences, walls, curbs or other obstructions which will impair or prevent the construction and maintenance of any of Grantee's wires, cables, conduits or pipes as described herein.

3. Grantor covenants that Grantor is seized of good and sufficient title and interest to the Grantor Property and has full authority to enter into and execute this Agreement. Grantor further covenants that there are no other liens, judgments or impediments of title on the Grantor Property or affecting Grantor's title to the same and that there are no covenants, easements or restrictions which prevent the use of the Grantor Property by the Grantee as set forth above.

4. The covenants, obligations and agreements contained herein shall be covenants running with the land and shall be binding upon and shall inure to the benefit of the Grantor Property and the respective owners thereof and their respective successors and assigns.

5. The Grantor and Grantee specifically acknowledge and agree that this grant of easement is for the locating of wires, cables, conduits and/or pipes underground only. This grant of easement does not permit or allow Grantee to locate any wires, cable, conduits, and/or pipes over head, above the ground surface, or lying upon the ground surface.

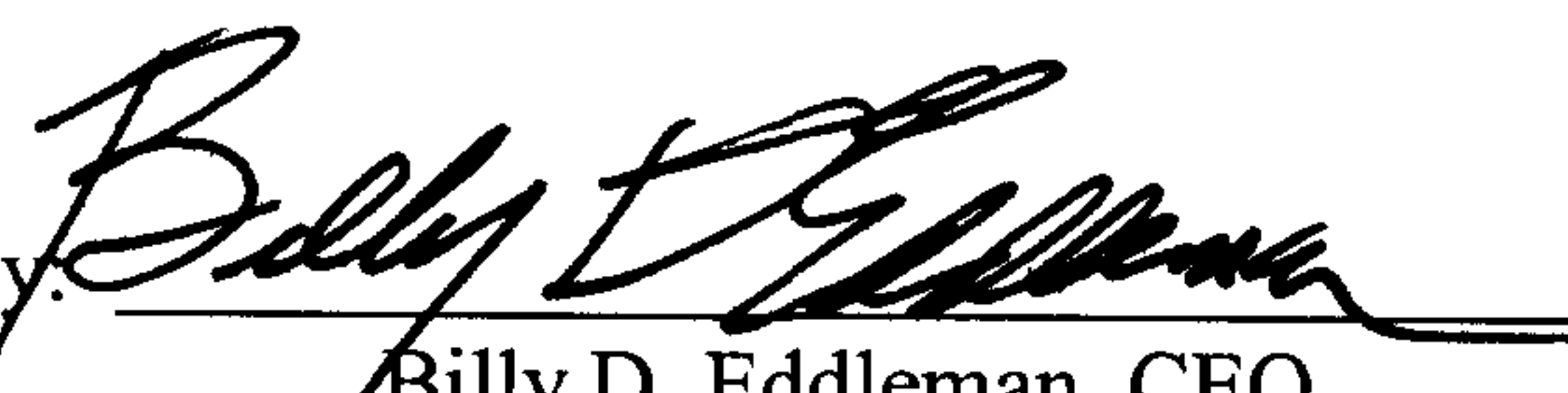
(Signatures on Following Page)

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be duly executed and delivered on the day and year first above written.

GRANTOR:

Highland Lakes Properties, Ltd.

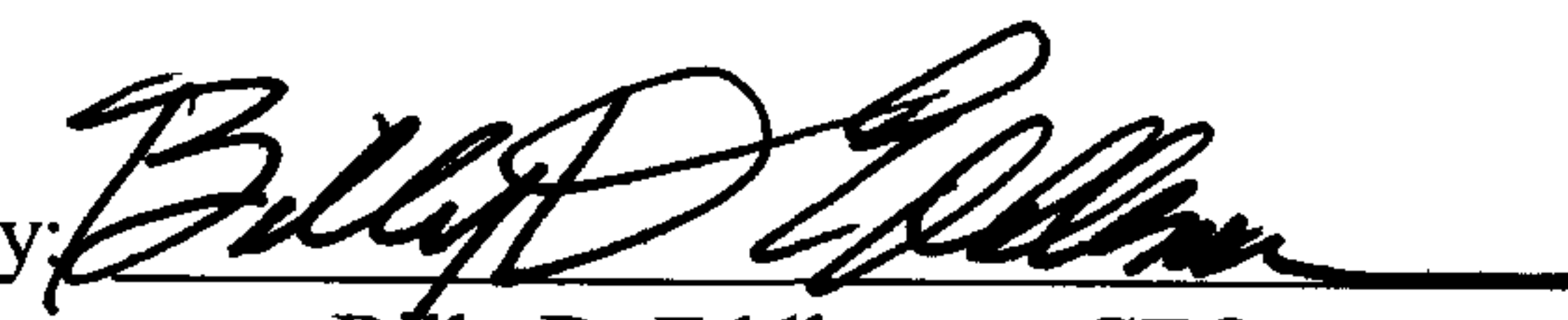
By: Eddleman Properties, Inc.
Its: General Partner

By: 
Billy D. Eddleman, CEO

GRANTOR:


Highland Lakes Development, Ltd.

By: Eddleman Properties, Inc.
Its: General Partner

By: 
Billy D. Eddleman, CEO

GRANTEE:

Cellco Partnership d/b/a Verizon Wireless

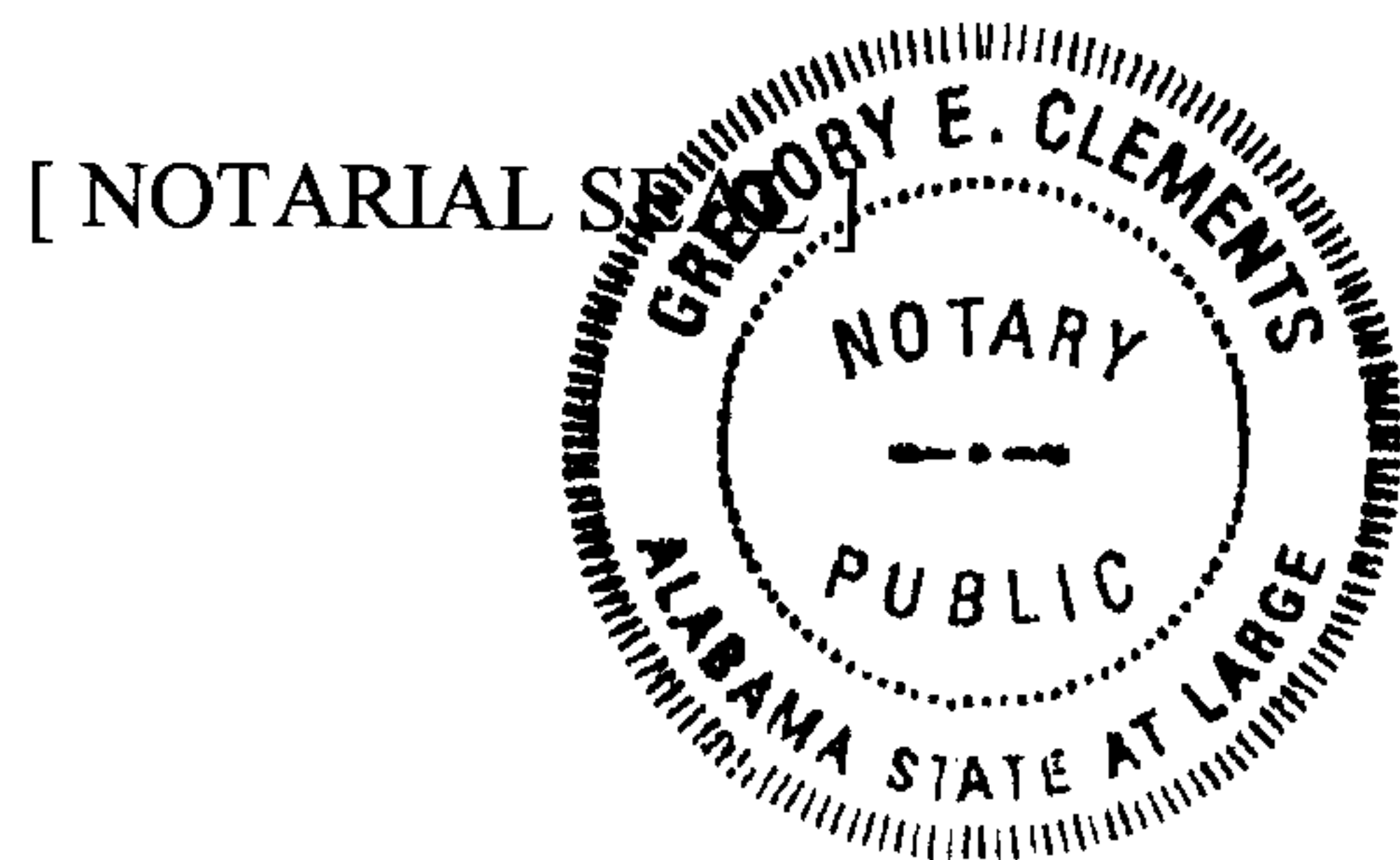
By: 
Howard H. Bower
Area Vice President – Network – South Area

STATE OF ALABAMA)
 :
SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Billy D. Eddleman, whose name as Chief Executive Officer of Eddleman Properties, Inc., as General Partner of Highland Lakes Properties, Ltd., an Alabama limited partnership, and as Chief Executive Officer of Eddleman Properties, Inc. as General Partner of Highland Lakes Development,

Ltd., 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 the said instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporations.

GIVEN under my hand and seal, this 14th day of April, 2003.



Gregory E. Clements
Notary Public

Print Name: Gregory E. Clements

My Commission Expires: 10/8/2004

STATE OF North Carolina
:
Cabarrus COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Howard H. Bower, whose name as Area Vice President – Network – South Area of Cellco Partnership, a Delaware general partnership d/b/a Verizon Wireless, 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 said instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and seal, this 12 day of June, 2003.

[NOTARIAL SEAL]
NOTARY PUBLIC
STATE OF NORTH CAROLINA
CABARRUS COUNTY
CATHARINE LAWSON
MY COMMISSION EXPIRES
JANUARY 4, 2005

Catharine Lawson
Notary Public

Print Name: CATHARINE LAWSON

My Commission Expires: 1/4/05

EXHIBIT "A"

GRANTOR PROPERTY

All that portion of Section 8, Township 19 South, Range 1 West, Shelby County, Alabama, lying East of Crest Road, West of Highland view Drive, North of Highland Lakes Drive and South of that property conveyed to The Water Works and Sewer Board of the City of Birmingham, Alabama as set out in Instrument #1994, Page 14004, in the Office of the Judge of Probate of Shelby County, Alabama.

EXHIBIT "B"

GRANTEE PROPERTY

Lot 1, according to the Map of Skyland, as recorded in Map Book 3, Page 66, in the Office of the Judge of Probate of Shelby County, Alabama

EXHIBIT "C"

EASEMENT

A 10' UTILITY EASEMENT LOCATED IN THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 8; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SECTION A DISTANCE OF 709.50 FEET; THENCE TURN A DEFLECTION ANGLE TO THE LEFT OF 59 DEGREES 45 MINUTES 00 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION A DISTANCE OF 129.00 FEET; THENCE TURN A DEFLECTION ANGLE TO THE LEFT OF 8 DEGREES 00 MINUTES 00 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION A DISTANCE OF 311.30 FEET; THENCE TURN A DEFLECTION ANGLE TO THE RIGHT OF 13 DEGREES 04 MINUTES 59 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION A DISTANCE OF 192.19 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF LOT 430, A RESUBDIVISION OF LOT 428, HIGHLAND LAKES 4TH SECTOR, PHASE 1, AN EDDLEMAN COMMUNITY AND ACREAGE, AS RECORDED IN MAP BOOK 22, PAGE 61, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA, SAID POINT BEING THE POINT OF BEGINNING OF A TRACT OF LAND CONVEYED TO THE WATER WORKS AND SEWER BOARD OF THE CITY OF BIRMINGHAM BY HIGHLAND LAKES PROPERTIES, LTD., AS RECORDED IN INSTRUMENT NUMBER 1994 - 14004 IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA; THENCE TURN A DEFLECTION ANGLE TO THE RIGHT OF 81 DEGREES 06 MINUTES 48 SECONDS RIGHT AND RUN IN A NORTHWESTERLY DIRECTION ALONG THE SOUTHWESTERLY LINE OF SAID LOT 430, A DISTANCE OF 340.39 FEET TO THE SOUTHWEST PROPERTY CORNER OF SAID LOT 430; THENCE TURN A DEFLECTION ANGLE TO THE LEFT OF 115 DEGREES 44 MINUTES 52 SECONDS AND RUN IN A SOUTHERLY DIRECTION FOR A DISTANCE OF 166.53 FEET TO THE NORTHWEST CORNER OF LOT 1, SKYLAND SUBDIVISION, AS RECORDED IN MAP BOOK 3, PAGE 66 IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA; THENCE TURN A DEFLECTION ANGLE TO THE LEFT OF 64 DEGREES 14 MINUTES 21 SECONDS RUN IN A SOUTHEASTERLY DIRECTION AND ALONG THE NORTHEASTERLY LINE OF SAID LOT 1 FOR A DISTANCE OF 285.22 FEET; THENCE TURN A DEFLECTION ANGLE TO THE LEFT OF 0 DEGREES 01 MINUTES 27 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION A DISTANCE OF 322.61 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY OF HIGHLAND VIEW DRIVE OF HIGHLAND LAKES 4TH SECTOR, PHASE 1, AS RECORDED IN MAP BOOK 19, PAGE 79, IN THE OFFICE OF THE JUDGE OF PROBATE SAID POINT BEING A POINT ON A CURVE TO THE RIGHT; THENCE TURN A DEFLECTION ANGLE TO THE RIGHT OF 57 DEGREES 43 MINUTES 46 SECONDS TO THE CHORD OF SAID CURVE, SAID CURVE HAVING A CENTRAL ANGLE OF 0 DEGREES 39 MINUTES 59 SECONDS AND A RADIUS OF 508.15 FEET, RUN IN A SOUTHWESTERLY DIRECTION ALONG THE NORTHWESTERLY RIGHT OF WAY OF SAID HIGHLAND VIEW DRIVE AND ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 5.91 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF A 10 FT. EASEMENT, BEING 5.0 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, THE SIDES OF WHICH BEING EXTENDED OR SHORTENED TO CONFORM WITH GRANTOR'S PROPERTY LINES; THENCE TURN A DEFLECTION ANGLE TO THE RIGHT OF 125 DEGREES 02 MINUTES 35 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION 5.0 FEET SOUTHWEST OF AND PARALLEL TO THE SOUTHWESTERLY LINE OF AFOREMENTIONED TRACT CONVEYED TO THE WATER WORKS AND SEWER BOARD OF THE CITY OF BIRMINGHAM, FOR A DISTANCE OF 296 FEET, MORE OR LESS, TO THE SOUTHEASTERLY LINE OF CREST ROAD (A 30' RIGHT OF WAY) AND THE ENDING POINT OF THIS EASEMENT.