

RETURN TO:

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EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (hereinafter this "Agreement"), is made and entered as of the 2nd day of May, 2005, by SPECTRUM REALTY, INC., a Georgia corporation (hereinafter referred to as "Spectrum"), and DLR ASSOCIATES, LLC, a Georgia limited liability company (hereinafter referred to as "DLR");

WITNESSETH THAT:

WHEREAS, Spectrum is the owner of that certain tract of land situate, lying and being in Shelby County, Alabama, which is more particularly described and identified as the "Spectrum Parcel" on Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter the "Spectrum Parcel"); and

WHEREAS, DLR is the owner of and has this date purchased from Spectrum that certain tract of land situate, lying and being in Shelby County, Alabama, which is adjacent to the Spectrum Parcel and which is more particularly described and identified as the "DLR Parcel" on Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter the "DLR Parcel"); and

WHEREAS, in connection with Spectrum's sale of the DLR Property to DLR, Spectrum and DLR have agreed to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the premises hereof, the mutual covenants and agreements hereinafter set forth and contained and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Spectrum and DLR hereby agree as follows:

1. ACCESS EASEMENT

(a) Spectrum hereby grants and conveys to DLR for the benefit of and as an appurtenance to the DLR Parcel, a non-exclusive perpetual access easement running with the land on, over and across the paved portions of the Spectrum Parcel solely for (1) vehicular and pedestrian access and egress

to and from U.S. Highway 280 and the DLR Parcel, and (2) for access to DLR's dumpster to be situated on the south western boundary line of the Spectrum Parcel pursuant to Section 2, below.

(b) DLR shall be allowed one curb cut and access point on the eastern boundary line of the Spectrum Parcel at the northeast corner of the Spectrum Parcel in connection with the foregoing easement rights, the exact location and plans and specifications of such curb cut to be approved by Spectrum prior to construction. Once constructed, said curb cut and related improvements shall not be changed or altered without Spectrum's prior written consent. In the event any such work is performed that is not in accordance with plans and specifications previously approved by Spectrum, Spectrum may, in its sole discretion, require DLR to remove such improvements and restore the property to its previous existing condition or otherwise reconstruct said improvements in accordance with the approved plans and specifications. All costs and expenses associated with such curb cut, including any expenses that may arise with respect to Spectrum's relocation or alteration of any of its equipment, signs or other personal property or improvements shall be paid by DLR.

2. DUMPSTER EASEMENT. Spectrum hereby grants DLR an easement on a portion of the Spectrum Parcel for the purpose of maintaining a trash dumpster thereon, said dumpster easement property to be adjacent to the existing dumpster pad on which is located a trash dumpster used by Spectrum. DLR shall, at its sole cost and expense, construct a concrete pad on said property and such fencing or screening as Spectrum may require. The plans and specifications for such dumpster pad, fencing and related improvements must first be approved in writing by Spectrum, in its sole discretion. In the event any such work is performed that is not in accordance with plans and specifications previously approved by Spectrum, Spectrum may, in its sole discretion, require DLR to remove such improvements and restore the property to its previous existing condition or otherwise reconstruct said improvements in accordance with the approved plans and specifications.

3. GRADING AND PAVING EASEMENT.

Spectrum hereby grants and conveys to DLR for the benefit of and as an appurtenance to the DLR Parcel, a grading and paving easement on, over and across a portion of the southeastern corner of the Spectrum Parcel as more particularly described on Exhibit "B" attached hereto, for the purpose of lowering the grade of such property in connection with DLR's use of the DLR Parcel as a car wash facility and to pave such easement property for driveway and parking purposes. DLR shall be responsible for all costs and expenses of such work, including, but not limited to, any costs or expenses incurred in connection with the relocation of the existing sanitary sewer pumping station located thereon which currently serves the Spectrum Parcel. Any such work performed by DLR, including, but not limited to, any relocation of said sanitary sewer facilities, shall be done in accordance with plans and specifications approved in advance by Spectrum, in Spectrum's sole discretion, and shall be done in such a manner as to not interfere with Spectrum's operation of its convenience store on the Spectrum Parcel. DLR shall, at its sole cost and expense, be responsible for the landscaping and grassing of the portion of such property which is not paved by DLR in order to prevent erosion on such property and any other portion of the Spectrum Parcel.

4. INDEMNIFICATION.

DLR shall indemnify and hold harmless Spectrum and its affiliates Spectrum Stores, Inc. and Chattahoochee Oil Company, Inc. and their respective, successors, assigns, officers, shareholders, employees, agents and contractors (the "Indemnified Parties"), from any and all damages to property

or injury or death to persons, and any other damages, costs and expenses of any kind whatsoever, including, but not limited to, attorneys fees, asserted against or incurred by any of the Indemnified Parties and arising out of or in anyway related to the use of the easements provided for herein by DLR, its successors or assigns, and the officers, managers, members, employees, agents, invitees, customers or contractors of such parties.

4. DEFAULTS; REMEDIES.

In the event DLR defaults in the performance of any of its obligations hereunder and fails to cure any such default within thirty (30) days of written notice from Spectrum, Spectrum may, without notice, immediately terminate any one or all of the easements and rights granted to DLR pursuant to this Agreement and may file in the Shelby County, Alabama, real estate records an instrument or instruments giving record notice of the termination of such easements and rights and the recitals in such instrument as to such defaults shall be binding and conclusive upon DLR and effective to divest DLR of such rights and easements.

5. BINDING AGREEMENT.

This Agreement and the easements, rights and privileges granted herein shall be binding upon and shall inure to the benefit of Spectrum and DLR and their respective successors and assigns and all of such easements, rights and privileges shall be appurtenant to and shall run with the real property which is both hereby burdened and benefited. Any conveyance of either the DLR Parcel or the Spectrum Parcel shall also convey the rights, privileges, duties and obligations contained in this Agreement, regardless of whether or not specific mention is made of this Agreement and regardless of whether or not a specific conveyance is made of or subject to the rights, privileges, duties and obligations in this Agreement.

6. NO PUBLIC RIGHTS.

Nothing contained in this Agreement shall be deemed to be a gift or dedication of any property to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto and their successors and assigns that nothing in this Agreement, expressed or implied, shall confer upon any person, other than the parties hereto and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

7. ATTORNEYS FEES.

In the event legal action is commenced by either party for the purpose of enforcing the terms and conditions of this Agreement, the losing party shall pay all attorney's fees, court costs and other expenses incurred by the prevailing party in connection with such action.

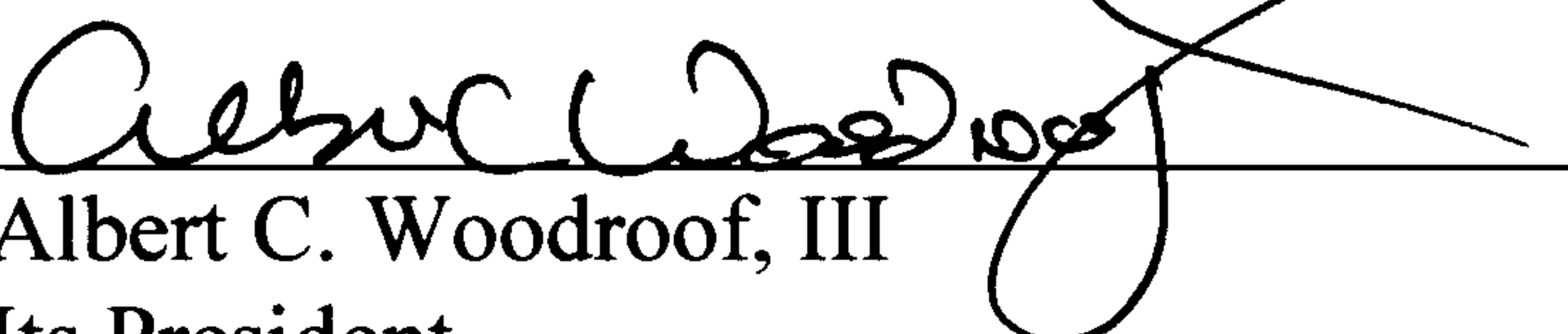
(SIGNATURES ON NEXT PAGE)

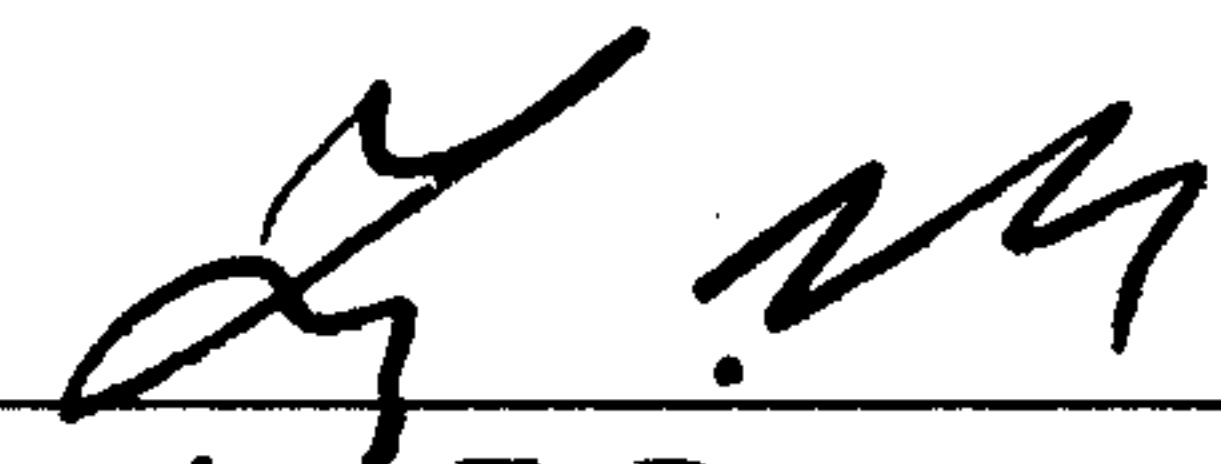
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed,
under seal, as of the day and year first above written.

DLR ASSOCIATES, LLC

By: 
R. Lamar Beck
Its Operating Manager

SPECTRUM REALTY, INC.

By: 
Albert C. Woodroof, III
Its President

Attest: 
Loring F. Perez
Secretary

(CORPORATE SEAL)

Prepared By:
Bradley R. Coppedge, Esq.
P.O. Box 2707
Columbus, Georgia 31902-2707

Acknowledgement

STATE OF Georgia,
COUNTY OF Troup.

I, the undersigned authority, a Notary Public, in and for said County in said State, hereby certify that Albert C. Woodroof, III and Loring F. Perez, whose names as President and Secretary, respectively, of Spectrum Realty, Inc., a Georgia corporation, are signed to the foregoing conveyance and who are personally known to me and personally known to me to be such officers of said corporation, acknowledged before me on this date that, being informed of the contents of said conveyance, they, as such officers of said corporation, and with full authority, executed the same voluntarily for and as the act of said corporation

GIVEN under my hand and official seal this 29 day of April, 2005.

[NOTARY SEAL]

Jean S. Wallis
Notary Public
My Commission expires 11/2/06

Acknowledgement

STATE OF AL,
COUNTY OF Luz.

I, the undersigned authority, a Notary Public, in and for said County in said State, hereby certify that R. Lamar Beck, whose name as Operating Manager of DLR Associates, LLC, a Georgia limited liability company, is signed to the foregoing conveyance and who is personally known to me and personally known to me to be such operating manager of said company, acknowledged before me on this date that, being informed of the contents of said conveyance, he, as such operating manager of said company, and with full authority, executed the same voluntarily for and as the act of said company.

GIVEN under my hand and official seal this 2 day of MAY, 2005.

[NOTARY SEAL]

[Signature]
Notary Public
My Commission expires 3.1.06

EXHIBIT "A"

SPECTRUM PARCEL

All that lot, tract or parcel of land lying, situate and being located in part of the Northwest 1/4 of the Southeast 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, and being more particularly shown and identified as LOT "A", 30,694 SQ. FT. \pm , 0.705 ACRES \pm on that certain plat of survey entitled "SPECTRUM - 280 SUBDIVISION," dated April 29, 2003, prepared by Laurence D. Weygand, Reg. RE. & L.S. # 10373, which plat of survey was recorded on January 27, 2004, in Map Book 32, page 111, in the Office of the Probate Judge of Shelby County, Alabama, to which plat reference is made for the more particular description of said LOT A.

DLR PARCEL

All that lot, tract or parcel of land lying, situate and being located in part of the Northwest 1/4 of the Southeast 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, and being more particularly shown and identified as LOT "B", 56,750 SQ. FT. \pm , 1.303 ACRES \pm on that certain plat of survey entitled "SPECTRUM - 280 SUBDIVISION," dated April 29, 2003, prepared by Laurence D. Weygand, Reg. RE. & L.S. # 10373, which plat of survey was recorded on January 27, 2004, in Map Book 32, page 111, in the Office of the Probate Judge of Shelby County, Alabama, to which plat reference is made for the more particular description of said LOT B.

EXHIBIT "B"

GRADING AND PAVING EASEMENT PROPERTY

All that lot, tract or parcel of land lying, situate and being located in part of the Northwest 1/4 of the Southeast 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, and being a part of that certain tract of land shown and identified as LOT "A", 30,694 SQ. FT. \pm , 0.705 ACRES \pm on that certain plat of survey entitled "SPECTRUM - 280 SUBDIVISION," dated April 29, 2003, prepared by Laurence D. Weygand, Reg. RE. & L.S. # 10373, which plat of survey was recorded on January 27, 2004, in Map Book 32, page 111, in the Office of the Probate Judge of Shelby County, Alabama, and being more particularly described as follows:

Commence at the rebar which marks the southeastern corner of the above-described LOT A, which rebar marks the POINT OF BEGINNING; from said POINT OF BEGINNING, thence turn at an angle to the left of 90 degrees 52 minutes 34 seconds and run northeasterly along the eastern boundary line of said LOT A for a distance of 39.55 feet to a point; thence turn at an angle to the left of 135 degrees 22 minutes 13 seconds and run in a southwesterly direction for a distance of 54.75 feet to a point on the southern boundary line of said LOT A; thence turn at an angle to the left of 133 degrees 45 minutes 13 seconds and run southeasterly along the southern boundary line of said LOT A for a distance of 38.47 feet to the rebar which marks the POINT OF BEGINNING.

Shelby County, AL 05/04/2005
State of Alabama

Deed Tax: \$.50