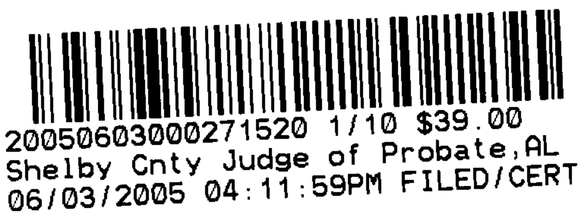
The Entire purchase price is being secured by a purchase money mortgage being recorded simultaneously herewith

value $300.00

STATE OF ALABAMA)
)
COUNTY OF SHELBY)


20050603000271520 1/10 $39.00
Shelby Cnty Judge of Probate,AL
06/03/2005 04:11:59PM FILED/CERT

ACCESS EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that this Access Easement Agreement (the "Agreement") is made and entered into this 31st day of May, 2005, by and between **Foresight Development, L.L.C.**, an Alabama limited liability company with an address of Two Riverchase Office Plaza, Suite 206, Birmingham, Alabama 35244 ("Grantor") and **DGPelham, LLC**, an Alabama limited liability company with an address of 1025 15th Street, Suite B, Tuscaloosa, Alabama 35401 ("Grantee").

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

WHEREAS, Grantor is the owner of certain real property located along the northern boundary of Grantee Property and more particularly described in Exhibit B attached hereto (the "Grantor Property");

WHEREAS, Grantee desires to construct, install, place, maintain and repair an access area within a portion of the Grantor Property in conjunction with the development and construction of the Grantee Property and Grantor is willing to allow such use on the terms and conditions stated herein.

NOW THEREFORE, Grantor, in consideration of $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, does hereby grant, bargain, sell and convey unto the Grantee an Access Easement over a portion of the Grantor Property located in the County of Shelby, State of Alabama on the following terms and conditions:

1. **Access Easement for Ingress/Egress.**

(a) Grantee, together with its successors, assigns, employees, contractors, subcontractors, agents, respective tenants, employees, licensees, users, guests and invitees, shall have the non-exclusive right, power and authority to enter upon and use that portion of the Grantor Property as described and shown on Exhibit C attached hereto (the "Access Easement Area") for the purpose of a right of way, pedestrian and vehicular access and ingress and egress to and from Highway 261 across Grantor Property to Grantee Property.

(b) Grantee, together with its successors, assigns, employees, contractors, subcontractors, agents, respective tenants, employees, licensees, users, guests and invitees, shall have the non-exclusive right, power and authority to enter upon and use the Access Easement

Area with such men, supplies and equipment as are necessary for the purpose of developing and constructing driveway and access improvements and all necessary fixtures thereto in the Access Easement Area for the purpose of a right of way, pedestrian and vehicular access and ingress and egress to and from Highway 261 across Grantor Property to Grantee Property. Grantor hereby agrees to permit the removal of any trees, brush, undergrowth, other vegetation, soil, structures or obstructions situated within the Access Easement Area for the purpose of constructing and maintaining the driveway through the Access Easement Area; provided, however, that the disposal of any such removed items shall be conducted away from the Grantor Property and the Access Easement Area in a manner consistent with any applicable codes, ordinances or state laws.

(c) This easement shall be perpetual. The easement and rights herein granted shall be deemed appurtenant to and to run with the ownership of the Grantee Property.

2. **Maintenance of Easement Rights and Driveway.** Grantee and Grantor hereby acknowledge that ownership of the driveway and access improvements installed within the Access Easement Area shall be vested in Grantee. Grantee shall be responsible for maintaining the Access Easement Area until Grantor Property is developed. At that time, Grantor and Grantee will address future maintanance of the Access Easement Area.

3. **Improvements within Access Easement Area.** Neither the Grantor nor its transferees, grantees, successors or assigns to the Access Easement Area shall build or construct, or permit to be built or constructed, any building or other improvements, other than utility services (which utility services shall not interfere with the driveway or access improvements) over or across said Access Easement Area, nor change the contour thereof, without the written consent of Grantee.

4. **Relocation of Driveway and/or Access Improvements.** Grantor, its grantees, successors or assigns (each a "Grantor Party") may, at the sole expense of the Grantor Party exercising such relocation right and at no expense to Grantee, relocate the driveway or access improvements, or a portion of such improvements, servicing the Grantee Property to a location wherein the Grantor Party exercising such right has the right to locate a driveway or access improvements, provided that:

(i) the Grantor Party exercising such right shall grant an easement to Grantee for the area where such driveway or access improvements are relocated of the same width and on the same terms and conditions as provided in this Agreement;

(ii) the relocation of such driveway or access improvements shall be conducted in such a manner as to not interrupt access to the Grantee Property;

(iii) the Grantor Party exercising such rights, shall by the exercise of such rights, have agreed to defend, indemnify and hold harmless Grantee, its

20050603000271520 2/10 $39.00
Shelby Cnty Judge of Probate,AL
06/03/2005 04:11:59PM FILED/CERT

successors and assigns and their respective agents, contractors, directors, employees and representatives from any damage, claim, loss or injury, whether suffered by or asserted against any one or more of them, from or by any party whatsoever arising from the exercise by Grantor Party of the relocation rights herein granted, including, without limitation, personal injury, loss of life, loss of or damage to real or personal property, and attorney fees and other costs of defense or litigation.

Upon completion of any such relocation, Grantee, its successor or assigns, agree to execute an instrument to abandon this Agreement with respect to the portion of the Access Easement Area from which the driveway or access improvements have been relocated.

5. Indemnity Agreement. Grantee hereby agrees to defend, indemnify and hold harmless Grantor and its agents, contractors, directors, employees and representatives from any damage, claim, loss or injury, whether suffered by or asserted against any one or more of them, from or by any party whatsoever arising from (i) the exercise by Grantee of the easement rights herein granted, (ii) the entry upon the Grantor Property or any portion thereof by Grantee or any party acting on behalf of Grantee in constructing or maintaining the driveway or access improvements, or (iii) any use, repair or maintenance or Access Easement Area, by Grantee, its employees, contractors or agents, or any other party acting on behalf of Grantee, including, without limitation, personal injury, loss of life, loss of or damage to real or personal property, and attorney fees and other costs of defense or litigation.

6. Temporary Construction Easement. Grantee shall have the temporary, non-exclusive right to enter and cross that portion of Grantor Property for the limited purpose of transporting workers, supplies and equipment as necessary for the performance of the work within the Access Easement Area as permitted pursuant to this Agreement. Upon the completion of all such work, this temporary, non-exclusive easement shall terminate.

7. Notices. All notices required or permitted hereunder shall be in writing and shall be served on all of the parties hereto at the following addresses:

If to Grantor: Foresight Development, L.L.C.
3477 Indian Lake Way
Pelham, Alabama 35124
Attention: Mr. Paul Spina

If to Grantee: DGPelham, LLC
1025 15th Street, Suite B
Tuscaloosa, Alabama 35401
Attention: Mr. Robert Buchalter

With a copy to: Stephen P. Leara, Esq.
Wallace, Jordan, Ratliff & Brandt, L.L.C.
800 Shades Creek Parkway, Suite 400

20050603000271520 3/10 $39.00
Shelby Cnty Judge of Probate,AL
06/03/2005 04:11:59PM FILED/CERT

Birmingham, Alabama 35209

Any such notices shall be deemed to be sufficiently given or served upon any party hereto when either *(i)* sent by personal delivery to the address set forth above, *(ii)* deposited in the United States mail by registered or certified mail, return receipt requested, postage prepaid and addressed as provided above or *(iii)* deposited with a nationally recognized overnight delivery courier service for next day delivery and addressed as set forth above. The above addresses may be changed by written notice to the other parties given in the manner set forth above.

8. **Binding Effect.** The terms and provisions of this instrument shall be binding upon and inure to the benefit of the undersigned parties and their respective successors and assigns.

9. **Amendments**. No amendment, modification or cancellation of this Agreement shall be valid unless in writing and signed by the party against whom enforcement is sought.

10. **Headings**. Headings are for convenience or reference only and shall not affect meanings or interpretations of the contents of this Agreement.

11. **Run with the Land**. The provisions of this Agreement shall bind and run with the land.

[NO FURTHER TEXT ON THIS PAGE]

20050603000271520 4/10 $39.00
Shelby Cnty Judge of Probate,AL
06/03/2005 04:11:59PM FILED/CERT

IN WITNESS WHEREOF, Grantor and Grantee have entered into this Agreement as of the day and year first written above.

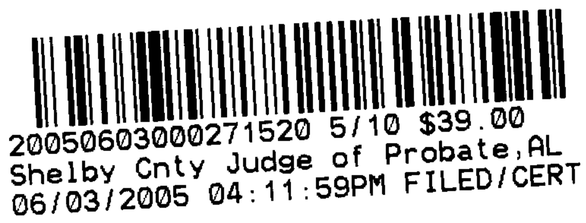
GRANTOR:

Foresight Development, LLC,
an Alabama limited liability company

By: _____
Bobby L. Bynum
Its Member

And

By: _____
Paul J. Spina
Its Member



STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Bobby L. Bynum and Paul J. Spina, whose name as Members of Foresight Development, LLC, an Alabama limited liability company, are signed to the foregoing Access Easement Agreement, and who are known to me, acknowledged before me on this day, that being informed of the contents thereof, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal, this the 31st day of May, 2005.

_____
Notary Public

My Commission Expires: 2-6-06

GRANTEE:

DGPelham, LLC,
an Alabama limited liability company

By: _____
Robert Buchalter
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 Robert Buchalter, whose name as Manager of DGPelham, LLC, an Alabama limited liability company, is signed to the foregoing Access Easement Agreement, and who is known to me, acknowledged before me on this day, that being informed of the contents thereof, each, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal, this the 31st day of May, 2005.

_____
Notary Public

My Commission Expires: 2-6-06

20050603000271520 6/10 $39.00
Shelby Cnty Judge of Probate,AL
06/03/2005 04:11:59PM FILED/CERT

EXHIBIT A

GRANTEE PROPERTY DESCRIPTION

Lot 2, according to Dollar General's Addition to Pelham, as recorded in Map Book 34, Page119, in the Probate Office of Shelby County, Alabama.

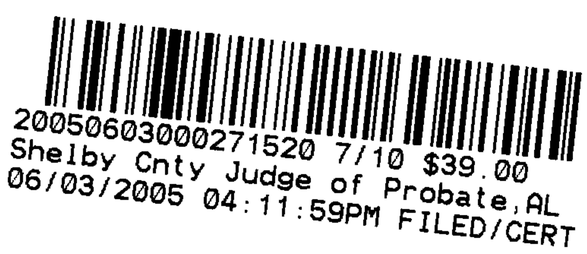


EXHIBIT B

GRANTOR PROPERTY DESCRIPTION

Lot 1, according to Dollar General's Addition to Pelham, as recorded in Map Book 34, Page119, in the Probate Office of Shelby County, Alabama.

20050603000271520 8/10 $39.00
Shelby Cnty Judge of Probate,AL
06/03/2005 04:11:59PM FILED/CERT

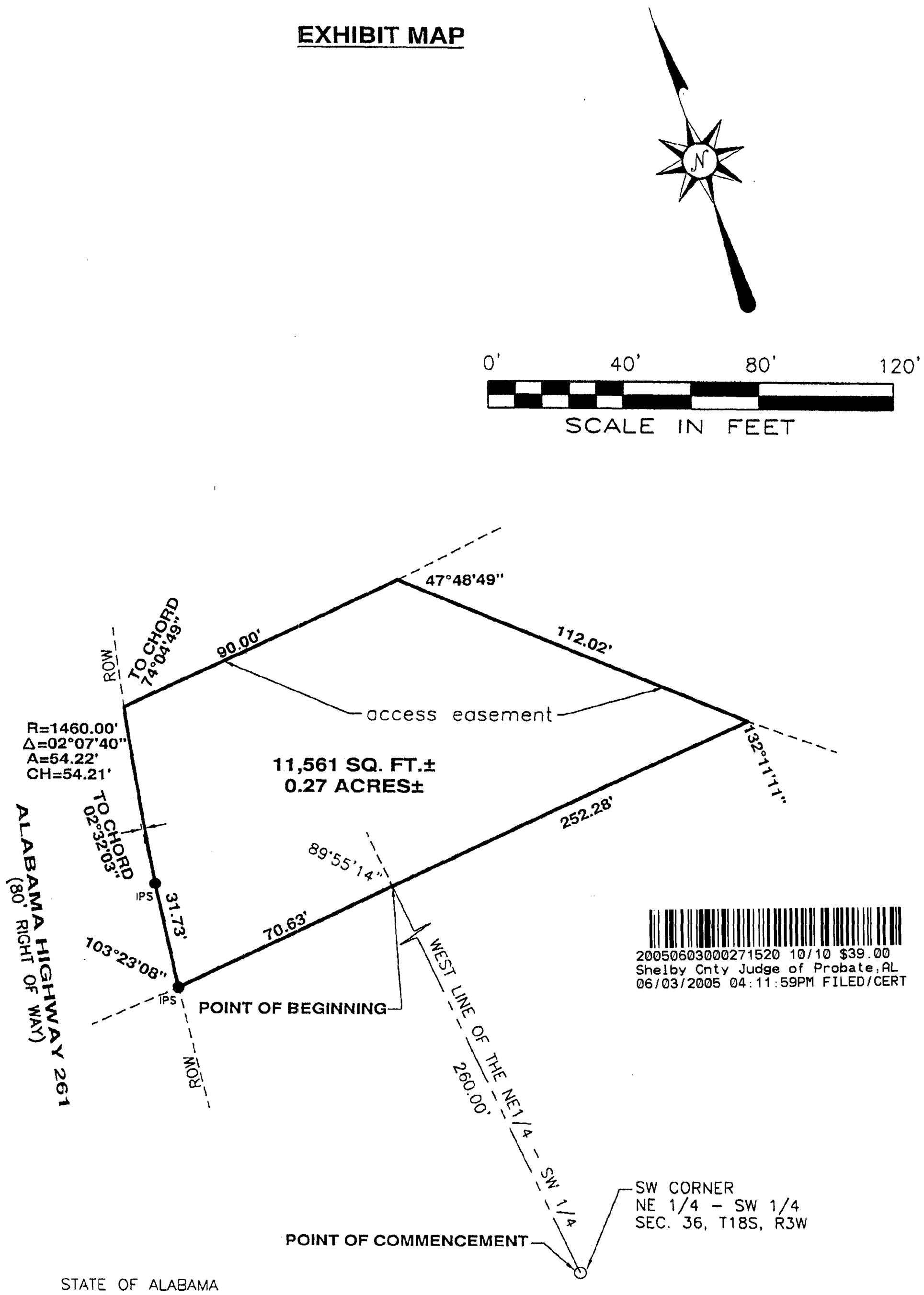
EXHIBIT C

ACCESS EASEMENT AREA DESCRIPTION

See Attached.

20050603000271520 9/10 $39.00
Shelby Cnty Judge of Probate,AL
06/03/2005 04:11:59PM FILED/CERT

EXHIBIT MAP



20050603000271520 10/10 $39.00
Shelby Cnty Judge of Probate,AL
06/03/2005 04:11:59PM FILED/CERT

STATE OF ALABAMA
SHELBY COUNTY

Access Easement

Commencing at the Southwest corner of the Northeast quarter of the Southwest quarter Section 36, Township 18 South, Range 3 West and run in a Northwesterly direction along the West line of said quarter – quarter for a distance of 260.00 feet to the Point of Beginning; thence turn a deflection angle of 89 degrees 55 minutes 14 seconds to the left and run in a Westerly direction for a distance of 70.63 feet to a point on the Eastern most Right of Way line of Alabama Highway 261; thence turn a deflection angle of 103 degrees 23 minutes 08 seconds to the right and run in a Northerly direction along said Right of Way line for a distance of 31.73 feet to a point on a curve to the right, said curve having a radius of 1460.00 feet, a central angle of 02 degrees 07 minutes 40 seconds, and a chord distance of 54.21 feet; thence run in a Northerly direction along the arc of said curve and along said right of way line for a distance of 54.22 feet; thence leaving said Right of Way line turn a deflection angle of 74 degrees 04 minutes 49 seconds to the right and run in a Easterly direction for a distance of 90.00 feet; thence turn a deflection angle of 47 degrees 48 minutes 49 seconds to the right from chord of said curve and run in a Southeasterly direction for a distance of 112.02 feet; Thence turn a deflection angle of 132 degrees 11 minutes 11 seconds to the right and run in a Westerly direction for a distance of 116.81 feet to the POINT OF BEGINNING. Said easement contains 11,561 square feet or 0.27 acres more or less.

JOB# 24165EX