

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

ACCESS EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Ten Dollars (\$10.00) and other good and valuable considerations to the undersigned **J. Steven Mobley** ("Grantor") in hand paid by the Grantee herein, the receipt and sufficiency of which are hereby acknowledged, the said Grantor does by these presents grant, bargain, sell and convey unto **BHM Es Tu Malade? #50, LLC**, an Alabama limited liability company ("Grantee"), its successors and assigns, the following easement over, along and across Grantor's property described on Exhibit "A" attached hereto and made a part hereof (the "Easement Area"):

Access Easement. A non-exclusive, perpetual easement for pedestrian and vehicular ingress and egress, including delivery trucks, over and across the Easement Area.

Grantor, its successors and assigns shall maintain or cause to be maintained all improvements in the Easement Area in good repair and condition, failing which Grantee shall be entitled, but not obligated, to expend such sums as are necessary to put such improvements in good repair and condition and Grantor shall reimburse within thirty (30) days of written demand therefore, the actual cost thereof.

Grantee shall indemnify and hold Grantor, and Grantor's successors and assigns and each of their affiliates, officers, directors, employees, agents and representatives, harmless from any liability, damages, costs or expenses (including, without limitation, reasonable attorneys' fees) arising out of any personal injury, death or property damage resulting from utilization of the Easements. Grantee shall not allow any lien or claim of lien to be filed as a result of such work. In the event any lien or claim of lien is filed on account of any such work, Grantee agrees promptly (but in no event later than twenty (20) days after Grantee's obtaining knowledge of the filing of such lien) to pay, bond or otherwise discharge the same, failing which Grantor may (without any obligation) post a bond in accordance with applicable law so as to remove the lien as a lien on the Easement Area and immediately recover the cost of the bond from Grantee.

Nothing in this Easement Agreement shall be deemed to be a dedication of any area for public use. All rights, easements and interest herein created are private and do not constitute a grant for public use or benefit. The duration of the Easements granted herein shall be perpetual unless Grantee provides written, recordable notice of its election to terminate this Easement Agreement in which event this Easement Agreement and all obligations of Grantee hereunder shall terminate upon Grantee's recordation of any such notice, with the exception of the indemnity and any monetary obligations owed Grantor. If Grantor fails to pay, when due, any taxes or assessments affecting the Easement Area, Grantee shall have the right but not obligation after ten (10) days written notice to Grantor to pay such taxes or assessments and demand payment therefore from Grantor which payment Grantor shall make within ten (10) days of such demand by Grantee. In exercise of the Grantee's rights hereunder, Grantee agrees to use all commercially reasonable efforts so as not to interfere with Grantor's ownership rights and use of the Easement Area, including property adjacent to the Easement Area.

This Easement Agreement shall be binding upon and inure to the benefit of the successors and assigns of Grantor as owner of the Easement Area, and shall be binding upon and inure to the benefit of Grantee, its successors and assigns. By accepting the benefit of the Easement Agreement, as evidenced by its execution below, Grantee assumes all of the foregoing obligations and liabilities.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Easement Agreement to be executed by their duly authorized officers on this 1st day of July, 2008.

GRANTOR:

J. Steven Mobley (L.S.)
J. Steven Mobley

GRANTEE:

BHM ES TU MALADE? #50, LLC
an Alabama limited liability company

By: [Signature]
Its MANAGER

Shelby County, AL 07/22/2008
State of Alabama

Deed Tax: \$5.00


STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said State at Large, do hereby certify that **J. Steven Mobley**, whose name 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 above and foregoing instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 1st day of July, 2008.

(SEAL)

Linda K. Roberts
Notary Public
My commission expires: 3/24/09



20080722000295760 2/5 \$28.00
Shelby Cnty Judge of Probate, AL
07/22/2008 12:55:10PM FILED/CERT

STATE OF ALABAMA)
 :
COUNTY OF MONTGOMERY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **Foy H. Tatum**, whose name is signed to the foregoing instrument as **Manager** of **BHM Es Tu Malade? #50, LLC**, an Alabama limited liability company, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, in his capacity as such Manager, executed the same voluntarily and with full authority as the act of said company, on the day the same bears date.

Given under my hand and official seal, this 15 day of July, 2008.

(SEAL)



Notary Public
My Commission Expires: 1/26/10

This instrument was prepared by:

William I. Eskridge

Rushton, Stakely, Johnston & Garrett, P.A.


184 Commerce Street (36104)

P. O. Box 270

Montgomery, Alabama 36101-0270

(334) 206-3100

R:\GENERAL RE\Commercial\Properties\Easements\6883-87 Easement Agreement.doc


20080722000295760 3/5 \$28.00
Shelby Cnty Judge of Probate, AL
07/22/2008 12:55:10PM FILED/CERT

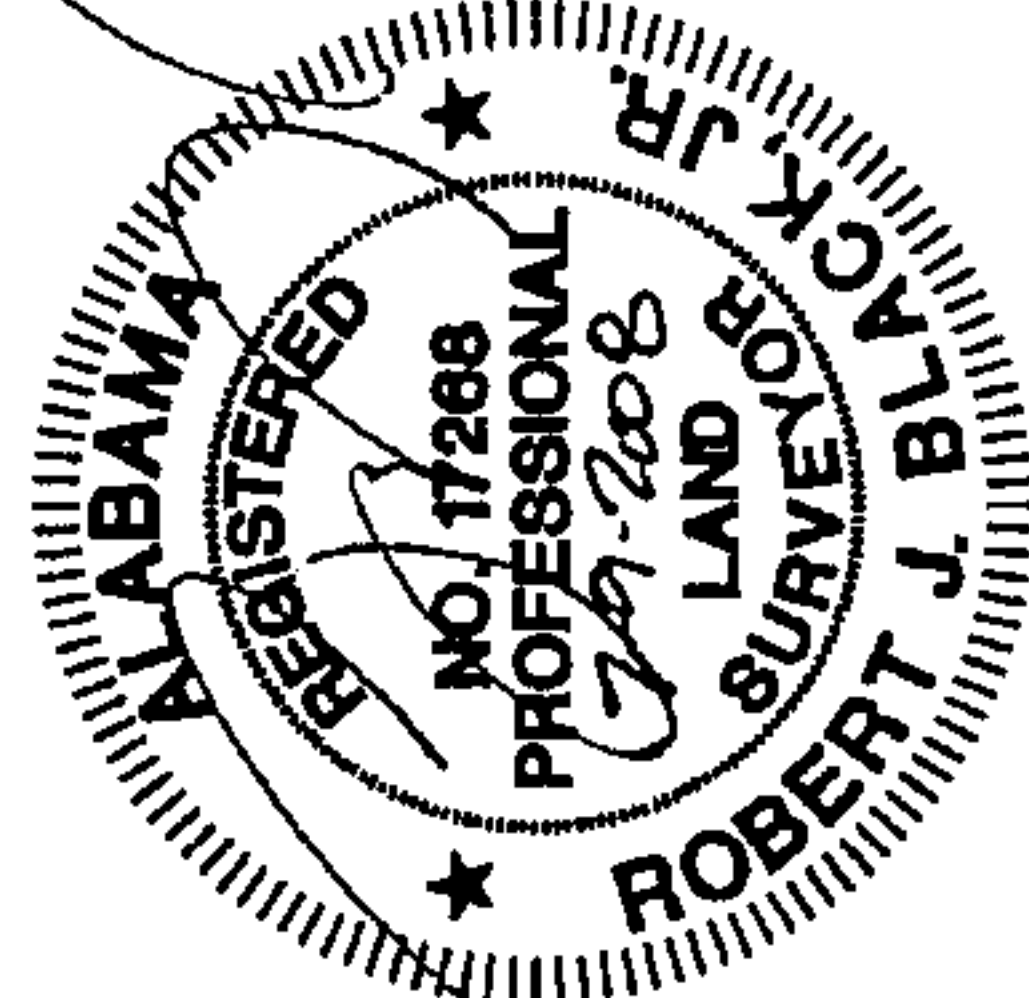
25' WIDE INGRESS/EGRESS EASEMENT

24-A

2



Robert J. Black, Jr.
Registered Professional Land Surveyor
State of Alabama License Number 17268



ONE CLARE CORCORATE ROAD
SUIT 207
BIRMINGHAM ALABAMA 35244 (205) 977-5564



Scale: 1" = 50'




20080722000295760 4/5 \$28.00
Shelby Cnty Judge of Probate, AL
07/22/2008 12:55:10PM FILED/CERT

25' Wide Ingress/Egress Easement

A parcel of land situated in the Southwest Quarter of the Northeast Quarter of Section 21 Township 20 South, Range 3 West Shelby County Alabama, being more particularly described as follows;

Commence at a point on the West line of Lot 1, Block 1 Mullins Addition to Helena as recorded in Map Book 3, Page 56 in the Probate Office of Shelby County, Alabama, said point being 140.16 feet South of the Northern most corner of said Lot 1; thence leaving said West Lot line, run in a Northwesterly direction for a distance of 158.75 feet; thence turn a deflection angle to the right of $43^{\circ} 48' 10''$ and run in a Northerly direction for a distance of 62.01 feet to the **Point of Beginning** of the centerline of the 25' wide Ingress/Egress easement herein described and lying 12.5' either side of the following described centerline; thence turn a deflection angle to the right of $91^{\circ} 25' 12''$ and run in an Easterly direction for a distance of 124.02 feet to a point on a curve to the left having a central angle of $58^{\circ} 15' 33''$, a radius of 42.78 feet; thence along the arc of said curve for a distance of 43.50 feet to a point on a curve to the right having a central angle of $97^{\circ} 59' 22''$, a radius of 75.51 feet; thence along the arc of said curve for a distance of 129.14 feet; thence run in a Southeasterly direction for a distance of 57.33 feet to the Northwesternly right of way line of Alabama State Highway 261 (Main Street) and the end of said Ingress/Egress easement. Containing 8849 square feet or 0.20 acres, more or less.


20080722000295760 5/5 \$28.00
Shelby Cnty Judge of Probate, AL
07/22/2008 12:55:10PM FILED/CERT