

STATE OF ALABAMA )

COUNTY OF SHELBY )

Shelby County, AL 07/24/2008  
State of Alabama

Deed Tax: \$5.00

## ACCESS EASEMENT AGREEMENT

This Access Easement Agreement ("Agreement") is entered into as of July 16, 2008 (the "Effective Date") by and between **BAILEY HIGHWAY 280 LLC** (the "Grantor"), a Delaware limited liability company, and **BAILEY REAL ESTATE HOLDINGS, LLC** (the "Grantee"), an Alabama limited liability company.

### RECITALS

A. Grantor owns certain real property located in Shelby County, Alabama (the "Property") and consisting of approximately 5.17 acres, as more particularly described on Exhibit A attached hereto and incorporated herein by reference.

B. Grantee owns certain real property located adjacent to the Property and consisting of approximately 0.79 acres (the "BREH Property" and collectively with the Property, the "Properties"), as more particularly described on Exhibit B attached hereto and incorporated herein by reference.

C. The parties have executed this Agreement in order to ensure that the Grantee will have permanent access to the BREH Property to and from East Inverness Parkway over and across the existing paved, asphalt driving lanes which form a part of the Property, as shown on that certain survey of the Properties prepared by Miller, Triplett and Miller Engineers, Inc. attached hereto as Exhibit C and incorporated herein by reference (the "Survey").

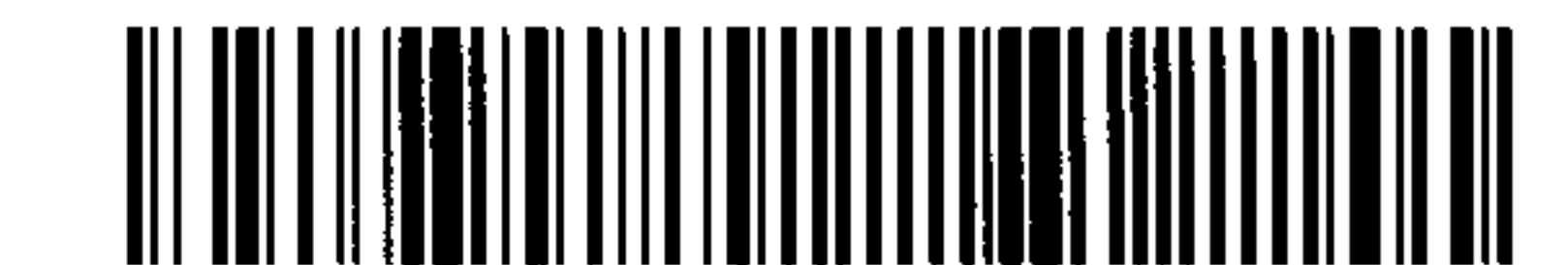
### AGREEMENT

**NOW THEREFORE**, in consideration of the premises, the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. **Access Easement.** Grantor hereby grants to Grantee a non-exclusive easement for vehicular and pedestrian traffic on, over and across the Easement Parcel (as defined below) as may be necessary for Grantee for access to and from East Inverness Parkway; provided, however, that the easement area shall be limited to the area shown on the Survey and more particularly described on Exhibit C attached hereto and made a part hereof (the "Easement Parcel").

2. **Permanent Easement to Run with Land.** The easement set forth above under Paragraph 1 shall run in perpetuity, and be an appurtenance to the BREH Property, and shall run with and burden the Property and benefit the BREH Property forever, and this Agreement shall be binding upon and inure to the benefit of and be enforceable by the successors and/or assigns of the Grantor and Grantee and their respective successors in title.





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3. **Miscellaneous.**

a. **Entire Agreement; Severability; Construction.** This Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions herein set forth, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by the parties hereto. In the event any provision herein shall be deemed invalid or unenforceable, the same shall not invalidate this Agreement and the Agreement shall be construed, to the effect possible, without such provision. Each party acknowledges that it has been represented or has had the opportunity to be represented by counsel in connection with the drafting and preparation of this Agreement. No provision of this Agreement is to be interpreted for or against any party because that party, or that party's representative, drafted or participated in the drafting of such provision.

b. **Default.** In the event of a breach by either party of their respective obligations under this Agreement, the other party shall be entitled to seek any legal remedy or relief at law or in equity to which such party may be entitled. Each party acknowledges and agrees that the other party may seek a judicial order requiring the specific performance of any or all such obligations or an injunction prohibiting the continuance of any such breach, as the parties acknowledge that irreparable harm would be caused by any such breach without such equitable relief. All remedies provided for in this Agreement shall be cumulative.

c. **Enforcement Rights.** Only the Grantor and Grantee and their heirs, legal representatives, successors, successors-in-title, and assigns, shall be entitled to institute legal proceedings with respect to any breach or threatened breach of this Agreement and the easement created herein.

d. **Use of Headings.** The headings and captions of this Agreement are inserted only as a matter of convenience and for reference and do not define, limit, expand, or describe the scope or intent of this Agreement or any of its terms and provisions.

e. **Violation of Agreement.** Any action taken or document executed by either Grantor or Grantee in violation of this Agreement shall be void and may be set aside upon the petition of the other party. All costs and expenses of any such proceeding, including reasonable attorneys' fees, shall be paid by the defaulting party.

f. **Waiver of Rights.** With respect to any default by any party, no delay or omission of the other party to exercise any right or remedy provided by this Agreement shall constitute a waiver of such right or remedy, and every such right or remedy may be exercised at any time during the continuance of such default. Failure of any party to enforce any term or provisions of this Agreement shall not be deemed a waiver to enforce any subsequent breach or default of such term or provision by any party.

g. **Acceptance of Title.** Acceptance of title to the Properties or any portion thereof, or of any legal interest whatsoever to the Properties, shall be deemed acceptance by such person of all



terms and provisions of this Agreement. The parties agree to execute any and all instruments and to do any and all things reasonably required to carry out the intentions of this Agreement.

h. Severability. To the fullest extent possible, all provisions herein shall be construed and applied in a manner which would make such provision valid and enforceable by law. If any provision of this Agreement, or the application of any provision to any person or circumstances, shall be held invalid, inoperative or unenforceable, in whole or in part, then the remainder of this Agreement, or the application of such provision or portion thereof to any other person or circumstances, shall not be affected thereby. Accordingly, the provisions of this Agreement are declared to be severable.

i. Governing Law. This Agreement shall be construed in accordance with the internal laws of the State of Alabama, without regard to the rules and principles governing conflicts of laws.

j. Recording. The parties acknowledge and agree that this Agreement shall be filed of record in the Probate Office promptly after each party has executed the Agreement and their signatures have been notarized.

k. Runs with the Land. The easements, covenants, restrictions, benefits and obligations created by this Agreement shall encumber and run with title to the Properties and shall be binding upon all persons having any right, title, or any interest in the Properties, their respective heirs, legal representatives, successors, successors-in-title, and assigns.

l. Indemnity. Grantee agrees to indemnify, defend and hold Grantor harmless from and against any and all claims, including, without limitation, reasonable attorneys' fee, arising from the Grantee's use of any of the easements created hereby. Grantee further agrees to maintain policies of public liability insurance issued by reputable companies in amounts and on policy terms which are customarily maintained by owners of similar properties in the general vicinity of the Properties. Such public liability insurance policy shall name the Grantor as an additional insured thereunder.

m. Maintenance and Parking. Until such time as improvements are constructed on the BREH Property, Grantor shall be solely responsible for any maintenance cost associated with the Easement Area. At such time as the construction of improvements are completed on the BREH Property, the parties shall bear any maintenance costs associated with the Easement Area in accordance with the following percentages, representing each party's share of the combined land area of the Properties: Grantor (86.75%); and Grantee (13.25%). Grantor shall invoice Grantee in writing on a monthly basis in order to collect Grantee's pro rata share of such maintenance costs, and Grantee shall pay to Grantor its pro rata share of such costs within thirty (30) days of receipt of such invoice.

[The remainder of this page has been intentionally left blank. A signature page for the parties follows this page.]

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed and effective as of the date first written above.

GRANTOR:

BAILEY HIGHWAY 280 LLC, a Delaware limited liability company

By: Chy Bailey  
Its: Member

GRANTEE:

BAILEY REAL ESTATE HOLDINGS, LLC, an Alabama limited liability company

By: Robert C Bailey  
Its: Member

STATE OF ALABAMA )  
COUNTY OF Montgomery )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Chy Bailey, whose name as Member of Bailey Highway 280 LLC, 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 instrument, he, as such member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this 16th day of July, 2008.

Notary Public

Kim Maramba  
My Commission expires: 1/14/2012

[Notarial Seal]

STATE OF ALABAMA )  
COUNTY OF Montgomery )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Robert C. Bailey, whose name as Member of Bailey Real Estate Holdings, LLC, 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 instrument, he, as such Member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this 16th day of July, 2008.

Notary Public

Kim Maramba  
My Commission expires: 1/14/2012



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**PARCEL I:**


Lot 2, according to the Survey of Lots 1, 2 and 3 of Colonial Properties Subdivision, as recorded in Map Book 8, Page 138, in the Probate Office of Shelby County, Alabama, being bounded and described as follows:

PART OF THE SE  $\frac{1}{4}$  OF NW  $\frac{1}{4}$  AND SW  $\frac{1}{4}$  OF NW  $\frac{1}{4}$  OF SECTION 36, TOWNSHIP 18 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEASTERN MOST CORNER OF LOT 2 ACCORDING TO THE SURVEY OF LOTS 1, 2, & 3 OF COLONIAL PROPERTIES SUBDIVISION AS RECORDED IN MAP BOOK 8, PAGE 138 IN THE OFFICE OF JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA, SAID CORNER ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST INVERNESS PARKWAY AND NORTHWESTERN MOST CORNER OF LOT 3A ACCORDING TO THE RESURVEY OF LOT 3 OF LOTS 1, 2, & 3 OF COLONIAL PROPERTIES SUBDIVISION AS RECORDED IN MAP BOOK 10, PAGE 8, IN THE OFFICE OF JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA; THENCE RUN SOUTHEASTERLY ALONG THE LINE OF SAID LOT 2 AND LOT 3A FOR 120.24 FEET TO A POINT; THENCE TURN  $88^{\circ}42'00''$  TO THE RIGHT AND RUN SOUTHWESTERLY FOR 252.70 FEET ALONG SAID LOT 2 AND LOT 3A TO A POINT; THENCE TURN  $90^{\circ}00'00''$  TO THE LEFT AND SOUTHEASTERLY ALONG LOT 2 AND LOT 3A FOR 44.97 FEET TO A POINT; THENCE TURN  $90^{\circ}00'00''$  TO THE RIGHT AND RUN SOUTHWESTERLY ALONG LOT 2, LOT 3A AND LOT 3B FOR 180.00 FEET TO A POINT, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF US HIGHWAY 280, SAID POINT BEING ON A CURVE TO THE RIGHT SUBTENDING A CENTRAL ANGLE OF  $1^{\circ}34'50''$  AND HAVING A RADIUS OF 5,639.88 FEET; THENCE TURN  $91^{\circ}03'48''$  TO THE CHORD OF SAID CURVE AND RUN ALONG THE ARC OF SAID CURVE AND SAID NORTHERLY RIGHT-OF-WAY LINE OF US HIGHWAY 280 AND SOUTH LINE OF LOT 2 FOR 155.57 FEET TO A POINT, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF US HIGHWAY 280 AND THE SOUTHEASTERLY CORNER OF LOT 1 ACCORDING TO SAID SURVEY OF LOTS 1, 2 AND 3 AND THE SOUTHEASTERN CORNER OF LOT 2; THENCE TURN  $87^{\circ}31'43''$  TO THE CHORD OF SAID CURVE AND RUN NORTHEASTERLY ALONG LINE OF LOT 1 AND LOT 2 FOR 128.76 FEET TO A POINT, SAID POINT BEING THE CORNER OF SAID LOT 1 AND LOT 2; THENCE TURN  $86^{\circ}08'13''$  TO THE RIGHT AND RUN NORTHWESTERLY ALONG LOT 1 AND LOT 2 FOR 93.11 FEET TO A POINT, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF INVERNESS PARKWAY, SAID POINT ALSO BEING ON A CURVE TO THE RIGHT SUBTENDING A CENTRAL ANGLE OF  $28^{\circ}41'03''$  AND HAVING A RADIUS OF 280.93 FEET; THENCE TURN  $114^{\circ}29'12''$  TO THE RIGHT TO THE CHORD OF SAID CURVE AND RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE FOR 140.64 FEET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST INVERNESS PARKWAY AND LOT 2 TO THE END OF SAID CURVE, SAID POINT ALSO BEING ON A CURVE TO THE LEFT SUBTENDING A CENTRAL



**EXHIBIT "A" CONTINUED  
LEGAL DESCRIPTION**

  
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ANGLE OF 16°40'00" AND HAVING A RADIUS OF 542.02 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE AND RIGHT-OF-WAY LINE OF EAST INVERNESS PARKWAY AND LOT 2 FOR 157.68 FEET TO THE END OF SAID CURVE; THENCE AT TANGENT TO SAID CURVE CONTINUE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST INVERNESS PARKWAY AND LOT 2 FOR 18.57 FEET TO THE POINT OF BEGINNING. PARCEL I CONTAINS 64,587 SF OR 1.48 ACRES.

**PARCEL II:**

Lots 3A and 3B, according to a Resurvey of Lot 3 of Lots 1, 2 and 3 of Colonial Properties Subdivision as recorded in Map Book 10, Page 8 in the Probate Office of Shelby County, Alabama, being bounded and described as follows:

PART OF THE SE ¼ OF NW ¼ AND SW ¼ OF NW ¼ OF SECTION 36, TOWNSHIP 18 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEASTERN MOST CORNER OF LOT 2 ACCORDING TO THE SURVEY OF LOTS 1, 2, & 3 OF COLONIAL PROPERTIES SUBDIVISION AS RECORDED IN MAP BOOK 8, PAGE 138 IN THE OFFICE OF JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA, SAID CORNER ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST INVERNESS PARKWAY AND NORTHWESTERN MOST CORNER OF LOT 3A ACCORDING TO THE RESURVEY OF LOT 3 OF LOTS 1, 2, & 3 OF COLONIAL PROPERTIES SUBDIVISION AS RECORDED IN MAP BOOK 10, PAGE 8, IN THE OFFICE OF JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA; THENCE RUN SOUTHEASTERLY ALONG THE LINE OF SAID LOT 2 AND LOT 3A FOR 120.24 FEET TO A POINT; THENCE TURN 88°42'00" TO THE RIGHT AND RUN SOUTHWESTERLY FOR 252.70 FEET ALONG SAID LOT 2 AND LOT 3A TO A POINT; THENCE TURN 90°00'00" TO THE LEFT AND SOUTHEASTERLY ALONG LOT 2 AND LOT 3A FOR 44.97 FEET TO A POINT; THENCE TURN 90°00'00" TO THE RIGHT AND RUN SOUTHWESTERLY ALONG LOT 2, LOT 3A AND LOT 3B FOR 180.00 FEET TO A POINT, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF US HIGHWAY 280, SAID POINT BEING ON A CURVE TO THE LEFT SUBTENDING A CENTRAL ANGLE OF 1°29'38" AND HAVING A RADIUS OF 5,639.88 FEET; THENCE TURN 90°28'34" TO THE CHORD OF SAID CURVE AND RUN ALONG THE ARC OF SAID CURVE AND SAID NORTHERLY RIGHT-OF-WAY LINE OF US HIGHWAY 280 AND SOUTH LINE OF LOT 3B FOR 147.05 FEET TO A POINT; THENCE TURN 76°31'26" TO THE LEFT TO THE CHORD OF SAID CURVE AND RUN NORTHEASTERLY FOR 215.00 FEET ALONG THE SOUTHERLY LINES OF LOTS 3A AND 3B TO A POINT; THENCE TURN 75°07'00" TO THE RIGHT AND RUN SOUTHEASTERLY FOR 215.00 FEET ALONG THE LINE OF LOT 3A TO A POINT; THENCE TURN 75°05'00" TO THE LEFT AND RUN NORTHEASTERLY ALONG SAID LOT 3A FOR 241.00 FEET TO A POINT; THENCE TURN 101°52'00" TO THE LEFT AND RUN NORTHWESTERLY FOR 831.03 FEET ALONG THE NORTHERLY LINE OF LOT



**EXHIBIT "A" CONTINUED  
LEGAL DESCRIPTION**

3A TO A POINT, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST INVERNESS PARKWAY; THENCE TURN 93°24'14" TO THE LEFT AND RUN SOUTHWESTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST INVERNESS PARKWAY AND THE LINE OF LOT 3A FOR 30.05 FEET TO THE POINT OF BEGINNING. PARCEL II CONTAINS 160,599 SF OR 3.69 ACRES MORE OR LESS.

**LESS AND EXCEPT FROM THE ABOVE THE FOLLOWING:**

PART OF THE SE ¼ OF NW ¼ AND SW ¼ OF NW ¼ OF SECTION 36, TOWNSHIP 18 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEASTERN MOST CORNER OF LOT 2 ACCORDING TO THE SURVEY OF LOTS 1, 2, & 3 OF COLONIAL PROPERTIES SUBDIVISION AS RECORDED IN MAP BOOK 8, PAGE 138 IN THE OFFICE OF JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA, SAID CORNER ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST INVERNESS PARKWAY AND NORTHWESTERN MOST CORNER OF LOT 3A ACCORDING TO THE RESURVEY OF LOT 3 OF LOTS 1, 2, & 3 OF COLONIAL PROPERTIES SUBDIVISION AS RECORDED IN MAP BOOK 10, PAGE 8, IN THE OFFICE OF JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA; THENCE RUN SOUTHEASTERLY ALONG THE LINE OF SAID LOT 2 AND LOT 3A FOR 120.24 FEET TO A POINT; THENCE TURN 88°42'00" TO THE RIGHT AND RUN SOUTHWESTERLY FOR 252.70 FEET ALONG SAID LOT 2 AND LOT 3A TO A POINT; THENCE TURN 90°00'00" TO THE LEFT AND SOUTHEASTERLY ALONG LOT 2 AND LOT 3A FOR 44.97 FEET TO A POINT; THENCE TURN 90°00'00" TO THE RIGHT AND RUN SOUTHWESTERLY ALONG LOT 2, LOT 3A AND LOT 3B FOR 180.00 FEET TO A POINT, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF US HIGHWAY 280, SAID POINT BEING ON A CURVE TO THE LEFT SUBTENDING A CENTRAL ANGLE OF 1°29'38" AND HAVING A RADIUS OF 5,639.88 FEET; THENCE TURN 90°28'34" TO THE CHORD OF SAID CURVE AND RUN ALONG THE ARC OF SAID CURVE AND SAID NORTHERLY RIGHT-OF-WAY LINE OF US HIGHWAY 280 AND SOUTH LINE OF LOT 3B FOR 147.05 FEET TO A POINT; THENCE TURN 76°31'26" TO THE LEFT TO THE CHORD OF SAID CURVE AND RUN NORTHEASTERLY FOR 215.00 FEET ALONG THE SOUTHERLY LINES OF LOTS 3A AND 3B TO A POINT; THENCE TURN 75°07'00" TO THE RIGHT AND RUN SOUTHEASTERLY FOR 98.23 FEET ALONG THE LINE OF LOT 3A TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE ALONG SAME COURSE FOR 116.77 FEET TO A POINT; THENCE TURN 75°05'00" TO THE LEFT AND RUN NORTHEASTERLY ALONG SAID LOT 3A FOR 241.00 FEET TO A POINT; THENCE TURN 101°52'00" TO THE LEFT AND RUN NORTHWESTERLY FOR 177.44 FEET ALONG THE NORTHERLY LINE OF LOT 3A TO A POINT; THENCE TURN 91°29'10" TO THE LEFT AND RUN SOUTHEASTERLY FOR 242.06 FEET TO THE POINT OF BEGINNING. SAID PARCEL TO BE EXCLUDED CONTAINS 34,463 SF OR 0.79 ACRES MORE OR LESS.

**EXHIBIT B**

Part of the SE 1/4 of NW 1/4 and SW 1/4 of NW 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows:

Commence at the northeastern most corner of Lot 2 according to the Survey of Lots 1, 2, & 3 of Colonial Properties Subdivision as recorded in Map Book 8, Page 138, in the Office of the Judge of Probate, Shelby County, Alabama, said corner also being on the southerly right-of-way line of East Inverness Parkway and northwestern most corner of Lot 3A according to the Resurvey of Lot 3 of Lots 1, 2, & 3 of Colonial Properties Subdivision as recorded in Map Book 10, Page 8, in the Office of the Judge of Probate, Shelby County, Alabama; thence run southeasterly along the line of said Lot 2 and Lot 3A for 120.24 feet to a point; thence turn 88°42'00" to the right and run southwesterly for 252.70 feet along said Lot 2 and Lot 3A to a point; thence turn 90°00'00" to the left and run southeasterly along Lot 2 and Lot 3A for 44.97 feet to a point; thence turn 90°00'00" to the right and run southwesterly along Lot 2, Lot 3A and Lot 3B for 180.00 feet to a point, said point being on the northerly right-of-way line of U.S. Highway 280, said point being on a curve to the left subtending a central angle of 1°29'38" and having a radius of 5,639.88 feet; thence turn 90°28'34" to the chord of said curve and run along the arc of said curve and said northerly right-of-way line of U.S. Highway 280 and south line of Lot 3B for 147.05 feet to a point; thence turn 76°31'26" to the left to the chord of said curve and run northeasterly for 215.00 feet along the southerly lines of Lots 3A and 3B to a point; thence turn 75°07'00" to the right and run southeasterly for 98.23 feet along the line of Lot 3A to the point of beginning of the parcel herein described; thence continue along same course for 116.77 feet to a point; thence turn 75°05'00" to the left and run northeasterly along said Lot 3A for 241.00 feet to a point; thence turn 101°52'00" to the left and run northwesterly for 177.44 feet along the northerly line of Lot 3A to a point; thence turn 91°29'10" to the left and run southeasterly for 242.06 feet to the point of beginning. Said parcel contains 34,463 s.f. or 0.79 acres, more or less.

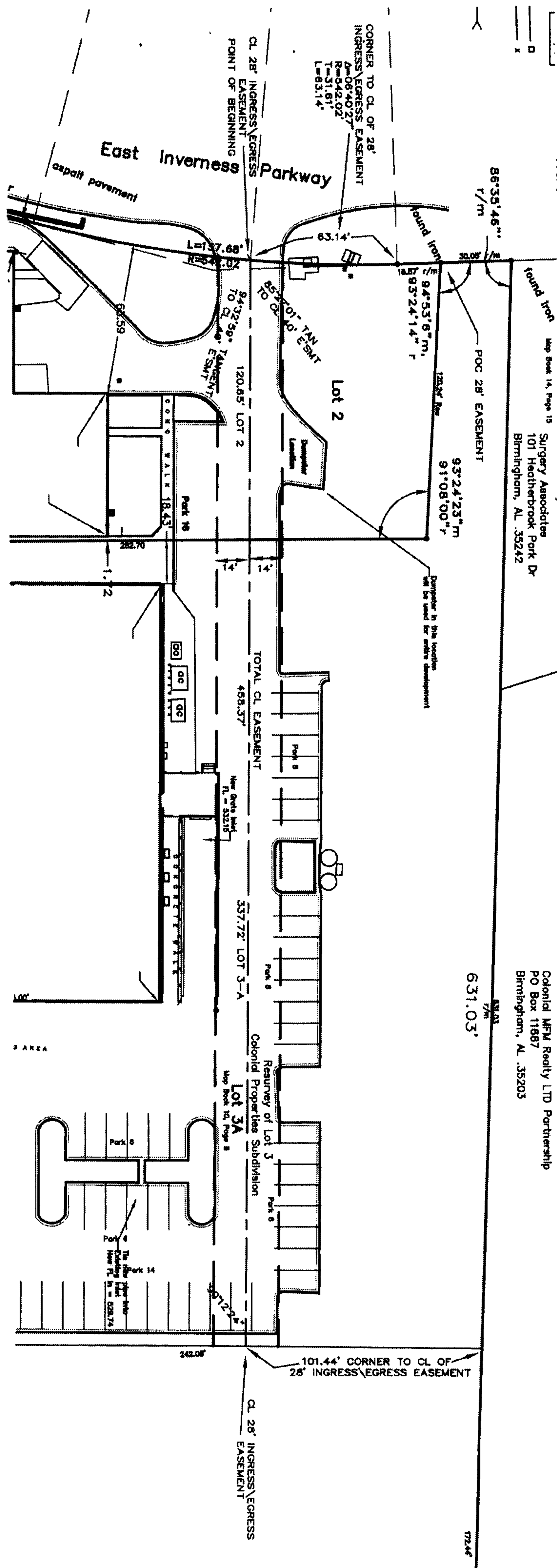
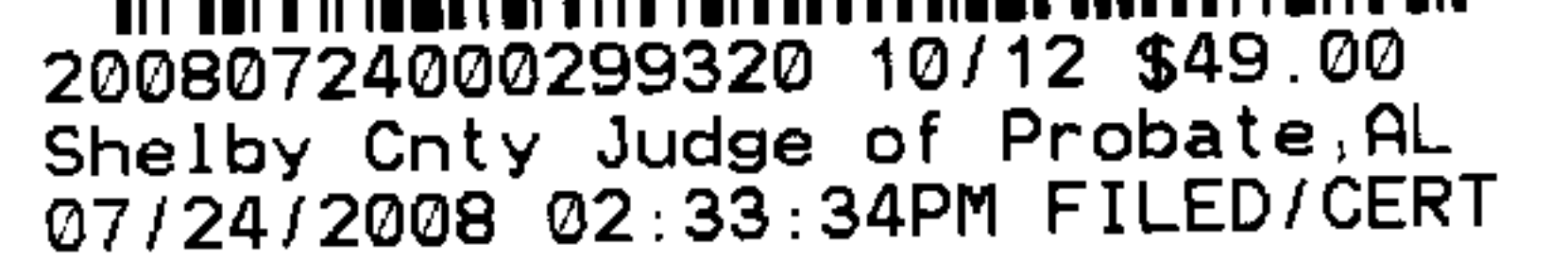


EXHIBIT C

A 28 FOOT WIDE INGRESS/EGRESS EASEMENT RUNNING FROM EAST INVERNESS PARKWAY (A 60 FOOT WIDE PUBLIC ROAD) TO THAT PART OF PARCEL II OF LOT 3A WHICH WAS EXCLUDED FROM MORTGAGE AS SHOWN ON THE ALTA/ACSM SURVEY OF THE BAILEY BROTHERS MUSIC SITE BY MILLER, TRIPLETT & MILLER ENGINEERS, INC. DATED JUNE 14, 2007, SAID 28 FOOT WIDE INGRESS/EGRESS EASEMENT RUNS ACROSS LOT 3A OF THE RESURVEY OF LOT 3 COLONIAL PROPERTIES SUBDIVISION AS RECORDED IN MAP BOOK 10, PAGE 8, IN THE JUDGE OF PROBATE OFFICE OF SHELBY COUNTY, ALABAMA AND ACROSS LOT 2 OF THE LOTS 1, 2 AND 3 COLONIAL PROPERTIES SUBDIVISION AS RECORDED IN MAP BOOK 8, PAGE 138, IN THE JUDGE OF PROBATE OFFICE OF SHELBY COUNTY, ALABAMA SITUATED IN THE SW  $\frac{1}{4}$  OF THE NE  $\frac{1}{4}$  AND THE SE  $\frac{1}{4}$  OF THE NW  $\frac{1}{4}$  OF SECTION 36, TOWNSHIP 18 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST NORTHERLY CORNER OF SAID LOT 2 OF THE LOTS 1, 2, AND 3 COLONIAL PROPERTIES SUBDIVISION, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID EAST INVERNESS PARKWAY; THENCE RUN SOUTHWESTERLY ALONG THE WEST LINE OF SAID LOT 2 AND ALONG SAID RIGHT-OF-WAY LINE FOR 18.57 FEET TO A POINT, SAID POINT BEING AT THE BEGINNING OF A CURVE TO THE RIGHT, SAID CURVE SUBTENDING A CENTRAL ANGLE OF  $06^{\circ}40'27''$  AND HAVING A RADIUS OF 542.02 FEET; THENCE RUN SOUTHWESTERLY ALONG SAID LOT 2 WEST PROPERTY LINE AND ALONG SAID RIGHT-OF-WAY LINE FOR 63.14 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF A 28 FOOT WIDE INGRESS/EGRESS EASEMENT, SAID 28 FOOT WIDE EASEMENT BEING 14.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED LINE; THENCE FROM THE TANGENT OF THE LAST DESCRIBED CURVE, TURN A LEFT DEFLECTION ANGLE OF  $94^{\circ}32'59''$  TO THE CENTERLINE OF SAID 28 FOOT WIDE INGRESS/EGRESS EASEMENT AND RUN SOUTHEASTERLY ALONG THE CENTERLINE OF SAID EASEMENT ACROSS SAID LOT 2 OF LOTS 1, 2, AND 3 COLONIAL PROPERTIES SUBDIVISION FOR 120.65 FEET TO THE EASTERLY LINE OF SAID LOT 2, SAID POINT ALSO BEING ON THE WESTERLY LINE OF SAID LOT 3A OF THE RESURVEY OF LOT 3 COLONIAL PROPERTIES SUBDIVISION; THENCE CONTINUE SOUTHEASTERLY ALONG THE LAST DESCRIBED COURSE AND ALONG THE CENTERLINE OF SAID 28 FOOT WIDE INGRESS/EGRESS EASEMENT ACROSS SAID LOT 3A FOR 337.72 FEET TO THE END OF THE CENTERLINE OF SAID 28 FOOT WIDE INGRESS/EGRESS EASEMENT, SAID POINT BEING ON THE WESTERLY LINE OF THAT PART OF LOT 3A PARCEL II WHICH WAS EXCLUDED FROM MORTGAGE, SAID END OF EASEMENT CENTERLINE IS 101.44 FEET SOUTH OF THE NORTHERLY LINE OF SAID LOT 3A AS MEASURED ALONG SAID MORTGAGE LINE.







## CONSENT, JOINDER AND SUBORDINATION OF LENDER

The undersigned, U.S. Bank National Association, as Trustee for the registered holders of Merrill Lynch Mortgage Trust 2007-C1, Commercial Mortgage Pass-Through Certificates, Series 2007-C1 ("Lender"), is the owner and holder of that certain Mortgage, Assignment of Leases and Rents and Security Agreement (the "Mortgage") granted by Bailey Highway 280 LLC, a Delaware limited liability company ("Borrower"), to Merrill Lynch Mortgage Lending, Inc. and Mortgage Electronic Registration Systems, Inc., its nominee, dated July 5, 2007, and recorded as Instrument No. 20070706000320150 in the Probate Office of Shelby County, Alabama, given to secure a note or obligation bearing in the amount of \$4,500,000.

Lender hereby joins in, consents to, and subordinates the Mortgage to the foregoing Access Easement Agreement (the "Agreement") to which this Consent, Joinder and Subordination is attached, and Lender agrees that all of its right, title and interest in and to the real property described therein by virtue of the Mortgage shall be bound by, subject to and subordinate to the easements and other terms and provisions of the foregoing Agreement, and the Agreement shall survive any foreclosure, deed in lieu of foreclosure and/or exercise of any remedy by Lender pursuant to the Mortgage; provided, however, that nothing herein shall modify, alter or amend the Mortgage as between Lender and the Borrower thereunder.

**IN WITNESS WHEREOF**, the undersigned has caused this Consent, Joinder and Subordination of Lender to be duly executed and sealed, as of this 30th day of June, 2008.

U.S. BANK NATIONAL ASSOCIATION, AS  
TRUSTEE FOR THE REGISTERED HOLDERS  
OF MERRILL LYNCH MORTGAGE TRUST  
2007-C1, COMMERCIAL MORTGAGE PASS-  
THROUGH CERTIFICATES, SERIES 2007-C1

By: KeyCorp Real Estate Capital Markets, Inc.,  
an Ohio corporation, as Authorized Agent

By: *Sherri Watson*  
Name: SHERRI WATSON  
Title: VICE PRESIDENT



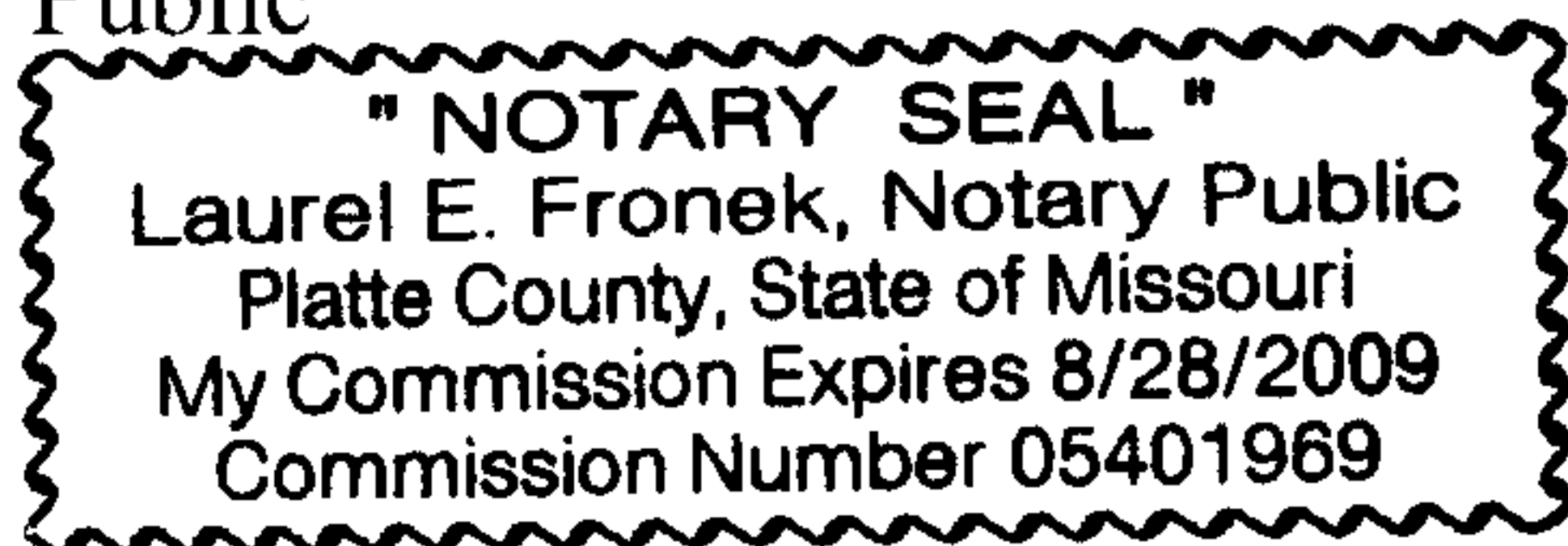
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STATE OF MISSOURI )  
COUNTY OF JACKSON )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Sherri Watson, whose name as Vice President of KeyCorp Real Estate Capital Markets, Inc., an Ohio corporation, as Authorized Agent for U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REGISTERED HOLDERS OF MERRILL LYNCH MORTGAGE TRUST 2007-C1, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-C1, 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 instrument, s/he, Sherri Watson, VP of KeyCorp Real Estate Capital Markets, Inc., an Ohio corporation, as such Authorized Agent and with full authority, executed the same voluntarily for and as the act of said U.S. Bank National Association, as Trustee for the Registered Holders of Merrill Lynch Mortgage Trust 2007-C1, Commercial Mortgage Pass-Through Certificates, Series 2007-C1.

Given under my hand this 30<sup>th</sup> day of June, 2008.

Notary Public



Laurel E. Fronek  
My Commission expires: 8/28/09