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This instrument prepared by

Joe F. Lassiter III, Esq.
Walston, Wells, Anderson & Bains, LLP
1819 5th Avenue North, Suite 1100
Birmingham, AL 35203
205-244-9289

and upon recording, should be returned to:

c/o First American Title Insurance Company
Joseph M. Sparkman, Jr.
Sparkman-Zumach, P.C.
7125 Getwell Road, Suite 201
Southaven, Mississippi 38671
(662) 349-6900

STATE OF MISSISSIPPI)

COUNTY OF DESOTO)

RECIPROCAL ACCESS EASEMENT AGREEMENT

THIS RECIPROCAL ACCESS EASEMENT AGREEMENT (this "Agreement") is made and entered into this 20 day of AUGUST, 2004, between **ABBAY HYDE ENTERPRISES, LLC**, a Mississippi limited liability company, its successors and assigns in interest (the "Lot 6 Owner") and **AMSOUTH BANK**, an Alabama banking corporation, its successors and assigns in interest ("AmSouth").

RECITALS:

A. AmSouth is the owner of that certain parcel of real property located in DeSoto County, Mississippi, more particularly described on Exhibit A attached hereto and made a part hereof ("Lot 2").

B. The Lot 6 Owner is the owner of that certain parcel of real property adjacent to the eastern boundary line of Lot 2, more particularly described on Exhibit B attached hereto and made a part hereof ("Lot 6"). Lot 2 and Lot 6 may sometimes be referred to herein as a "Lot."

C. AmSouth and the Lot 6 Owner mutually desire to grant to each other easements for ingress and egress over the driveways and roadways located on their respective Lots.

AGREEMENT:

NOW, THEREFORE, in consideration of the above Recitals and other good and valuable consideration, including the mutual covenants and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, AmSouth and the Lot 6 Owner hereby agree as follows:

Section 1. Grant of Perpetual Access Easement to AmSouth. Subject to the terms, covenants and conditions hereinafter set forth, the Lot 6 Owner does hereby grant and convey unto AmSouth a perpetual, non-exclusive easement for vehicular and pedestrian ingress and egress but not parking (the "Lot 6 Easement") over, through, across and upon the driveways and roadways now and hereafter located from time to time on Lot 6. The Lot 6 Easement shall be for the use, benefit and enjoyment of AmSouth, its successors in title, successors and assigns, guests, invitees, employees, licensees, tenants, lessees, agents, independent contractors, fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities and others serving Lot 2 (collectively, the "AmSouth Beneficiaries").

Section 2. Grant of Perpetual Access Easement to the Lot 6 Owner. Subject to the terms, covenants and conditions hereinafter set forth, AmSouth does hereby grant and convey unto the Lot 6 Owner a perpetual, non-exclusive easement for vehicular and pedestrian ingress and egress but not parking (the "Lot 2 Easement") over, through, across and upon the driveways and roadways now and hereafter located from time to time on Lot 2, as the same are to be developed in accordance with the planned development of Lot 2. The Lot 2 Easement shall be for the use, benefit and enjoyment of the Lot 6 Owner, its successors in title, successors and assigns, guests, invitees, employees, licensees, tenants, lessees, agents, independent contractors, fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities and others serving Lot 6 (collectively, the "Lot 6 Beneficiaries").

Section 3. Alteration and Maintenance.

(a) The Lot 6 Owner agrees not to modify, alter or amend any of the driveways and roadways as they currently exist on Lot 6 in any way if said modification, alteration or amendment disrupts or disturbs the access, curb-cuts or traffic flow benefiting Lot 2, without the prior written consent of AmSouth, which shall not be unreasonably withheld, conditioned or delayed. Routine maintenance by the Lot 6 Owner on Lot 6 shall not constitute a modification, alteration or amendment under this Section.

(b) After the construction of the planned improvements to Lot 2, AmSouth agrees not to modify, alter or amend any of the driveways and roadways located on Lot 2 in any way if said modification, alteration or amendment disrupts or disturbs the access, curb-cuts or traffic flow benefiting Lot 6, without the prior written consent of the Lot 6 Owner, which shall not be unreasonably withheld, conditioned or delayed. Routine maintenance by AmSouth on Lot 2 shall not constitute a modification, alteration or amendment under this Section.

(c) The respective owners of Lot 2 and Lot 6 shall be responsible for the maintenance of the driveways and roadways on their respective Lot, and such owner covenants

that it will maintain the driveways and roadways in a first class condition, ordinary wear and tear excepted.

Section 4. Indemnity.

(a) AmSouth indemnifies and agrees to defend and hold harmless the Lot 6 Owner from and against any claim, loss, cost, damage or expense, asserted against, or incurred by the Lot 6 Owner, as the owner of Lot 6, arising out of or in connection with the Lot 6 Easement, except to the extent that such claim, loss, cost, damage or expense may arise from the gross negligence or willful misconduct of the Lot 6 Owner or the Lot 6 Beneficiaries.

(b) The Lot 6 Owner indemnifies and agrees to defend and hold harmless AmSouth from and against any claim, loss, cost, damage or expense, asserted against, or incurred by AmSouth, as the owner of Lot 2, arising out of or in connection with the Lot 2 Easement, except to the extent that such claim, loss, cost, damage or expense may arise from the gross negligence or willful misconduct of AmSouth or the AmSouth Beneficiaries.

Section 5. Insurance.

(a) AmSouth will at all times maintain general comprehensive liability insurance naming the Lot 6 Owner as additional insured and providing coverage with the combined bodily injury, death and property damage limit of at least \$1,000,000 per occurrence covering loss of personal property, death or personal injury incurred or caused by AmSouth on or about Lot 6.

(b) The Lot 6 Owner will at all times maintain general comprehensive liability insurance naming AmSouth as additional insured and providing coverage with the combined bodily injury, death and property damage limit of at least \$1,000,000 per occurrence covering loss of personal property, death or personal injury incurred or caused by the Lot 6 Owner on or about Lot 2.

Section 6. Compliance with Applicable Laws. Use of the rights granted herein shall be only in full compliance with applicable laws.

Section 7. Miscellaneous.

(a) **Number and Gender.** Whenever the singular number is used herein and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and the word "person" shall include a corporation, firm, partnership, joint venture, trust or estate.

(b) **Recording Fees.** AmSouth shall pay all filing, recording tax or document stamp costs in connection with the recording of this Agreement.

(c) **Execution in Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

(d) Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Mississippi.

(e) Severability. In the event that any condition or covenant herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or conditions herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

(f) Waiver and Amendment. No breach of any provision hereof can be waived unless in writing. Waiver of any one breach shall not be deemed to be a waiver of any other breach of the same or any other provision hereof. This Agreement may be amended only by a written agreement executed by all of the parties hereto.

(g) Captions and Interpretations. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or any provision hereof. No provision in this Agreement is to be interpreted for or against either party because that party or his legal representative drafted such provision.

(h) Covenants Running with the Land. The parties hereby agree that the rights and restrictions set forth herein shall be deemed to constitute a covenant running with the title to the Lots, which covenant shall remain in full force and effect and be binding upon the respective owners of the Lots until terminated pursuant to a writing signed by the respective owners of the Lots and recorded in the office of the Chancery Clerk of DeSoto County, Mississippi.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized corporate officers as of the date set forth above.

Signed, sealed and delivered in the presence of:

LOT 6 OWNER:

ABBAY HYDE ENTERPRISES, LLC, a Mississippi limited liability company

By: Robert Irwin Abbay IV
Name: Robert Irwin Abbay IV
Its: Managing Member

Julie Starr
Julie Starr
[Print Name]

Stephen Collins
Stephen Collins
[Print Name]

STATE OF MISSISSIPPI_)

COUNTY OF DeSoto)

Personally appeared before me, the undersigned authority of law in and for the said County and State, on this the 3rd day of August, 2004, within my jurisdiction, the within named Robert Irwin Abbay IV, who acknowledged to me that he/she is the Managing Member of Abbay Hyde Enterprises, LLC, a Mississippi limited liability company, and that for and on behalf of said entity, and as its act and deed executed the above and foregoing instrument, after first having been duly authorized by said entity to do so.

Joan Johnson
NOTARY PUBLIC

My Commission Expires:

July 28, 2007

(Affix official seal, if applicable)



Signed, sealed and delivered
in the presence of:

Donna D Broglio
Donna D Broglio
[Print Name]

Donna Rhodes
Donna Rhodes
[Print Name]

AMSOUTH:

AMSOUTH BANK, an Alabama banking
corporation

By *Paul S. Newman*
Name: Paul S. Newman
Its Vice President

STATE OF Alabama)
COUNTY OF Jefferson)

Personally appeared before me, the undersigned authority of law in and for the said
County and State, on this the 30th day of August, 2004, within my jurisdiction, the
within named Paul S. Newman, who acknowledged to me that he/she is the Vice
President of AmSouth Bank, an Alabama banking corporation, and that for and on behalf of said
entity, and as its act and deed executed the above and foregoing instrument, after first having
been duly authorized by said entity to do so.

LaTashia Monique Clay
NOTARY PUBLIC

My Commission Expires:



LaTashia Monique Clay
Bond No. 68946943N
Notary Public for the State of Alabama
Commission Expires: February 18, 2008

(Affix official seal, if applicable)

Exhibit A
(Lot 2)

Lot 2 of the Craft-Goodman Commercial Subdivision First Revision of Phase I, Third Revision, recorded in Plat Book 82, Page 24 of the office of the Chancery Clerk of DeSoto County, Mississippi.

Section 28, Township 1, Range 6 West

Exhibit B
(Lot 6)

Lot 6 of the Craft-Goodman Commercial Subdivision First Revision of Phase I, Third Revision, recorded in Plat Book 82, Page 24 of the office of the Chancery Clerk of DeSoto County, Mississippi.

Section 28, Township 1, Range 6 West

MORTGAGEE'S CONSENT AND SUBORDINATION

The undersigned, as the holder of that certain Land Deed of Trust (the "Mortgage") executed by the Lot 6 Owner dated July 18, 2003, filed with the Chancery Clerk of DeSoto County, Mississippi, in Book 1777, Page 0755, to Trustmark National Bank, a National Charter ("Mortgagee"), which said Mortgage encumbers Lot 6: (1) consents to and approves of the execution and delivery by the Lot 6 Owner of the Reciprocal Access Easement Agreement attached hereto (the "Agreement"; capitalized terms not further defined herein shall have the meaning assigned in the Agreement), (2) subordinates to the rights of the parties under the Agreement any lien or security interest the undersigned may have by virtue of such recorded Mortgage and all amendments thereto, and (3) agrees that the foreclosure of such Mortgage will have no effect on the continuing validity and enforceability of the Agreement.

This Consent is made and given by Mortgagee and the Lot 6 Owner by their acceptance and the recording hereof. Mortgagee and the Lot 6 Owner (by its acceptance and recording hereof) hereby agree to the following conditions and agreements until the Mortgage is cancelled of record, notwithstanding anything in the Agreement to the contrary:

- (1) Nothing contained herein shall be deemed to impair in any manner or in any way the effect and lien of the Mortgage.
- (2) Mortgagee shall have no liability under the Agreement in connection with any matter arising thereunder prior to the date Mortgagee takes possession of any part of the property described in the Agreement, and then only to the extent of such possession.
- (3) Neither Mortgagee's execution and delivery hereof, nor anything contained herein, nor Mortgagee's review of the Agreement, nor anything contained in the Agreement shall be deemed to alter, modify, waive or change in any manner or way the obligations and duties of the Lot 6 Owner, as mortgagor, under and pursuant to the Mortgage, the indebtedness secured thereby, or any other instrument or document evidencing, securing, or otherwise relating to said indebtedness.
- (4) Pursuant to the notice provisions of the Mortgage, the Lot 6 Owner agrees to give to Mortgagee any and all default notices given by or to the Lot 6 Owner pursuant to the Agreement.
- (5) The Lot 6 Owner shall not assign, convey, encumber, pledge, or otherwise transfer any of its rights, titles, or interests in, to or under the Agreement without the express written consent of Mortgagee.

Signed and delivered as of August 27, 2004.

Signed, sealed and delivered
in the presence of:

Julie Starr
Julie Starr
[Print Name]

Stephen Collins
Stephen Collins
[Print Name]

MORTGAGEE:

**TRUSTMARK NATIONAL BANK, a
National Charter**

By: Dewayne Flagg
Name: Dewayne Flagg
Its: First Vice President

STATE OF MISSISSIPPI)
COUNTY OF DESOTO)

Personally appeared before me, the undersigned authority of law in and for the said County and State, on this the 3rd day of ~~August~~ SEP, 2004, within my jurisdiction, the within named Dewayne Flagg, who acknowledged to me that he/she is the First Vice President of Trustmark National Bank, a National Charter, and that for and on behalf of said entity, and as its act and deed executed the above and foregoing instrument, after first having been duly authorized by said entity to do so.

Joan Johnson
NOTARY PUBLIC

My Commission Expires:

July 28, 2007

(Affix official seal, if applicable)

