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GARY BELL
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BARTOW COUNTY

When recorded, please return to
Robert J. Proctor
Proctor, Chambers & Hutchins
8010 Roswell Road, Suite 245
Atlanta, Georgia 30350

EASEMENT

THIS EASEMENT, made this 1st day of June, 2005, by and between LEM BARGERON and SHERRY BARGERON, individual residents of Georgia ("Grantor") and ALL AMERICAN STORAGE SYSTEMS V, LLC, a Georgia limited liability company, ("Grantee").

WITNESSETH:

WHEREAS, Grantee is the owner of certain property located in Bartow County, as more particularly described in Exhibit "A" ("Grantee's Property") attached hereto and by this reference made a part hereof, and Grantor is the owner of certain property located in Bartow County, as more particularly described in Exhibit "B" ("Grantor's Property") attached hereto and by this reference made a part hereof; and

WHEREAS, Grantee is desirous of securing easements, over, across and through portions of Grantor's Property for sanitary sewer, storm sewer, water, telephone, electricity and gas services, and vehicle and pedestrian ingress and egress, for the benefit of Grantee's Property.

NOW, THEREFORE, for in consideration of the foregoing and other good and valuable consideration, Grantor, and on behalf of its successors, successors in title, and assigns, does hereby grant and convey unto Grantee, its successors, successors in title, and assigns, the below described easements:

1. Grantor does hereby give, grant, convey, and create a permanent, non-exclusive easement in favor of Grantee, its successors, successors in title, and assigns, to construct, maintain and use a sanitary sewer line and associated improvements, including manholes and/or power lift stations (the "Sewer Easement"), either by the efforts of Grantee, its successors, successors in title, and assigns, or the proper authorities of Bartow County, Georgia, over, across and through Grantor's Property for the use and benefit of Grantee's Property.

(a) The exact location of said sanitary sewer line to be constructed and maintained is more particularly described on Exhibit "C" attached hereto and by this reference made a part hereof. Grantor grants the right to Grantee and its successors, successors in title, and assigns, to construct and maintain said sanitary sewer line at the option of Grantee, its successors, successors in title, or assigns.

(b) Grantee acknowledges and agrees that Grantor shall have the right to relocate said Sewer Easement at any time upon sixty (60) days written notice delivered by certified U.S. mail or other recognized carrier to Grantee. The cost of any such relocation shall be borne by Grantor, and such relocation by Grantor shall not interfere with the actual sewer capacity serving Grantee's Property, except for the temporary interruption in service occasioned by the relocation. It is further understood that upon any such relocation of said Sewer Easement, the easement as hereinabove defined shall be terminated and replaced by a new easement, which new easement shall extend for a width of twenty (20) feet to both sides from the centerline of said sanitary sewer line as relocated.

(c) Grantor agrees that Grantee may assign its rights to the Sewer Easement to any government or public utility, whereupon the assignee shall succeed to the rights of Grantor and this easement shall become an easement in gross.

(d) Grantee acknowledges and agrees that Grantor shall have the right to pipe said Sewer Easement at any time upon sixty (60) days written notice delivered by certified U.S. mail or other recognized carrier to Grantee. The cost of any such piping, shall be borne by Grantor, and such piping by Grantor shall not interfere with the actual sewer capacity serving Grantee's Property, except for the temporary interruption in service occasioned by the relocation.

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2. Grantor does also hereby give, grant, convey, and create in favor of Grantee, its successors, successors in title and assigns, a perpetual non-exclusive easement for pedestrian and vehicular ingress and egress, over, across and through a portion of the Grantor's Property described in Exhibit "D" (the "Ingress and Egress Easement") attached hereto and by this reference made a part hereof. Grantor grants to Grantee, its successors, successors in title, and assigns the full and unrestricted right to construct, build, maintain, repair and service roads, sidewalks, and travel ways on, over and through the Ingress and Egress Easement to permit vehicles and pedestrians to move across the Ingress and Egress Easement in a manner deemed appropriate by Grantee, its successors, successors in title, or assigns.

(a) Grantee acknowledges and agrees that Grantor shall have the right to relocate said Ingress and Egress Easement at any time upon sixty (60) days written notice delivered by certified U.S. mail or other recognized carrier to Grantee. The cost of any such relocation shall be borne by Grantor, and such relocation by Grantor shall not interfere with the actual ability to for ingress and egress to Grantee's Property. It is further understood that upon any such relocation of said Ingress and Egress Easement, the easement as hereinabove defined shall be terminated and replaced by a new easement, which new easement shall extend for a width of thirty (30) feet to both sides from the centerline of said sanitary sewer line as relocated.

3. Grantor does also hereby give, grant, convey, and create in favor of Grantee, its successors, successors in title and assigns, a perpetual non-exclusive easement for the installation of, use and enjoyment of storm sewer lines, retention areas and ponds and appurtenant facilities (the "Storm Sewer Easement") over, across and through Grantor's Property for the use and benefit of Grantee's Property.

(a) The exact location of the Storm Sewer Easement to be constructed and maintained is described at Exhibit "E" attached hereto and by this reference made a part hereof. Grantor grants the right to Grantee and its successors, successors in title, and assigns, to construct and maintain the Storm Sewer Easement at the option of Grantee, its successors, successors in title, or assigns.

4. Grantor does also hereby give, grant, convey, and create in favor of Grantee, its successors, successors in title and assigns, a perpetual non-exclusive easement for the installation of, use and enjoyment of the pipes, lines, and appurtenant facilities for water, telephone, electricity and gas (the "Utility Easement") in order to provide all such services to Grantee's Property.

(a) The exact location of the Storm Sewer Easement to be constructed and maintained is described at Exhibit "F" attached hereto and by this reference made a part hereof. Grantor grants the right to Grantee and its successors, successors in title, and assigns, to construct and maintain the Utility Easement at the option of Grantee, its successors, successors in title, or assigns.

The easements granted hereby shall be permanent, perpetual and irrevocable, except as herein provided, and shall run with the land and be appurtenant to benefited property.

Each owner of the Grantee's Property and the Grantor's Property, or their successors or assigns, shall be responsible for the compliance with the terms, provisions and conditions of this Easement by properties occupants, tenants, customers, invitees and visitors, or either owners employees, agents and independent contractors.

Except as provided for herein, no owner of the Grantor's Property shall obstruct or allow any of it or the property's occupants, employees, agents or invitees to obstruct or otherwise hinder the use, enjoyment, or exercise any of the rights and easements conveyed in this Easement.

In the event that a mechanic's lien is filed against the Grantee's Property as a result of services performed for or materials furnished to the owner of Grantor's Property, the owner of the Grantor's Property shall cause such lien to be released and discharged of record within fifteen (15) days of receipt of notice of such lien, either by paying the indebtedness which gave rise to such lien or by posting bond or other security as shall be required by law to obtain such release and discharge. Additionally, the owner of Grantor's Property causing such lien to be filed shall indemnify, defend and hold harmless the owner of Grantee's Property against any liability, loss, damage, costs, or expenses (including reasonable attorney's fees actually incurred and court costs) on account of such claim or lien.

This Easement contains the entire understanding and undertaking by the parties hereunder and there are no terms, express or implied, relating to the subject matter hereof, except as contained herein.

No part of this Easement may be terminated, revoked or modified, except as provided for herein, except with the proper written consent of the owners of both the Grantee's Property and the Grantor's Property, or their successors or assigns.

If any provisions of this Easement, or any portion thereof, or the application thereof to any person or circumstances shall to any extent be held invalid, inoperative or unenforceable by a court of competent jurisdiction, the remainder of this Easement, or the application of such provision or portion thereof to any other persons or circumstances shall not be affected thereby; it shall not be deemed that any such invalid, inoperative, or unenforceable provision affects the consideration of this Easement; and each provision of this Easement shall be valid and enforceable to the fullest extent permitted by law.

The terms "Grantor" and "Grantee" as used herein shall be deemed to mean their respective heirs, successors, successors in title and assigns, and this Easement shall inure to the benefit of and be binding upon Grantor, Grantee and their respective heirs, successors and assigns.

This Easement shall not terminate in the event that title to the dominate estate and servient estate becomes vested in a common owner without express written agreement evidencing such intent.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and their seals on the day and year above first written.

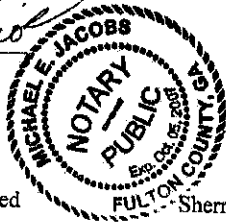
GRANTOR:
Lem Bargeron

Signed, sealed and delivered
In the presence of:

[Signature]
Unofficial Witness

[Signature] (Seal)

[Signature]
Notary Public



[NOTARIAL SEAL]

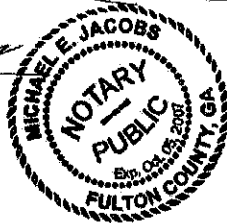
Signed, sealed and delivered
In the presence of:

[Signature]
Unofficial Witness

Sherry Bargeron

[Signature] (Seal)

[Signature]
Notary Public



[NOTARIAL SEAL]



Signed, sealed and delivered
In the presence of:

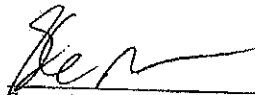

Unofficial Witness


Notary Public

[NOTARIAL SEAL]



GRANTEE:
ALL AMERICAN STORAGE
SYSTEMS V, LLC

By: 
Steve Anderson, Member and Manager

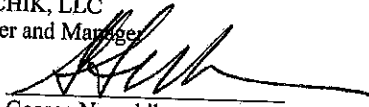
By: NEMCHIK, LLC
Member and Manager
By: 
George Nemchik,
Member and Manager



EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lots 18, 19, and 55, 4th District, 3rd Section of Bartow County, Georgia and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at the right of way intersection of U.S. Highway 41 (200 foot right of way) and Grassdale Road (80 foot right of way); run thence South $69^{\circ}11'10''$ East a distance of 632.20 feet to a point on the North right of way of U.S. Highway 41; thence North $08^{\circ}35'02''$ East a distance of 51.16 feet to an iron pin on the North side of Clubview Drive (50 foot easement); thence North $08^{\circ}35'07''$ East a distance of 336.58 feet along the western side of a 30 foot combined utility easement to an iron pin and **THE TRUE POINT OF BEGINNING. FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED**, run thence North $08^{\circ}35'07''$ East a distance of 205.73 feet along the western side of a 30 foot combined utility easement to an iron pin; thence South $80^{\circ}53'20''$ East a distance of 284.61 feet along the northern side of a 20 foot combined drainage and water easement to an iron pin; thence North $24^{\circ}42'40''$ East a distance of 170.29 feet along the western side of a 20 foot combined drainage and water easement to an iron pin; thence North $36^{\circ}24'40''$ East a distance of 250.00 feet along the western side of a 20 foot combined drainage and water easement to an iron pin; thence North $13^{\circ}48'40''$ East a distance of 74.40 feet along the western side of a 20 foot combined drainage and water easement to an iron pin; thence North $66^{\circ}05'40''$ East a distance of 125.52 feet along the northern side of a 20 foot combined sewer and water easement to an iron pin; thence South $67^{\circ}25'22''$ East a distance of 37.27 feet to an iron pin; thence along the centerline of a private drive South $04^{\circ}12'27''$ West along a tangent a distance of 121.00 feet along a chord with a radius of 159.84 feet and an arc length of 124.09 feet to a point; thence along the centerline of a private drive South $26^{\circ}28'48''$ West a distance of 719.03 feet to an iron pin; thence North $69^{\circ}02'43''$ West a distance of 394.88 feet along the North side of a 20 foot drainage easement to an iron pin; said iron pin being **THE TRUE POINT OF BEGINNING.**

EXHIBIT "B"

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 18, 19, 54 and 55 of the 4th District, 3rd Section of Bartow County, Georgia; and being 39.481 acres, as per plat recorded in Plat Book 31, Page 305, Bartow County, Georgia Records, which plat by reference is incorporated herein and made a part hereof.

LESS AND EXCEPT all of Thornwood Subdivision as shown by plats recorded in Plat Book 7, Page 353, Plat Book 7A, Page 76 and Plat Book 42, Page 158, said records and also that portion of Land Lot 55 conveyed to Floyd Healthcare Resources by Warranty Deed at Deed Book 1324, Page 1, said records.

LESS AND EXCEPT all that tract or parcel of land lying and being in Land Lot 55 of the 4th District and 3rd Section of Bartow County, Georgia, and being more particularly described as follows: BEGINNING at a point on the northerly line of Club View Drive (50 foot right-of-way) which point is 461.28 feet westerly from the point of intersection of the northerly line of Club View Drive with the center line and the existing pavement of Oak Hill Circle and from said point of beginning running thence North 69° 43 minutes 27 seconds West along the northerly line of Club View Drive 50.00 feet; thence North 26° 56 minutes 30 seconds East 379.77 feet; thence South 69° 32 minutes 50 seconds East 149.56 feet; thence South 26° 47 minutes 28 seconds West 160.81 feet; thence North 69° 37 minutes 25 seconds West 100.02 feet; thence South 26° 56 minutes 30 seconds West 218.62 feet to a point located on the northerly line of Club View Drive and the point of beginning. Said property is described according to a plat prepared by Horne Associates dated August 8, 2000 entitled "Survey for the Hospital Authority of Floyd County."

LESS AND EXCEPT all that tract or parcel of land lying and being in Land Lots 18, 19, and 55, 4th District, 3rd Section of Bartow County, Georgia and being more particularly described in Exhibit "A" attached hereto.

EXHIBIT "C"**Sewer Easement**

TO FIND THE TRUE POINT OF BEGINNING, commence at the right of way intersection of U.S. Highway 41 (200 foot right of way) and Grassdale Road (80 foot right of way); run thence South 69°11'10" East a distance of 632.20 feet to a point on the North right of way of U.S. Highway 41; thence North 08°35'02" East a distance of 51.16 feet to an iron pin on the North side of Clubview Drive (50 easement) and THE TRUE POINT OF BEGINNING. FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED, thence South 69°10'35" East a distance of 252.88 feet along the center of a 20 foot sanitary sewer easement to a point; thence North 65°29'42" East a distance of 24.52 feet along the center of a 20' sanitary sewer easement to a point; thence North 23°54'52" East a distance of 391.94 feet along the center of a 20' sanitary sewer easement to a point; said point being on the South face of a structure located on the previously described parcel.