

STATE OF ALABAMA)
)
 JEFFERSON COUNTY)

8296

QUITCLAIM OF SLOPE EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid by BLUE CROSS AND BLUE SHIELD OF ALABAMA (herein "GRANTEE"), the receipt whereof is hereby acknowledged, THE HARBERT-EQUITABLE JOINT VENTURE, under Joint Venture Agreement dated January 30, 1974, an Alabama General Partnership (herein "GRANTOR"), does quitclaim unto the said GRANTEE, its successors and assigns, the slope easement described below, lying and being in Jefferson County, Alabama:

A slope easement situated in the South 1/2 of the Northwest 1/4 of Section 19, Township 19 South, Range 3 West and being more particularly described as follows:

Commence at the SW corner of the SW 1/4 of the NW 1/4 of said section; thence East along the South line of said 1/4-1/4, S 87°46'35" E, 1225.36 feet; thence 90°00'00" left, 521.66 feet to the point of beginning; thence 66°44'35" right 120.00 feet; thence 84°07'00" left 134.75 feet; thence 14°14'00" right, 125.00 feet; thence 149°21'32" left, 228.29 feet; thence 50°45'28" left, 107.00 feet to the point of beginning.

Subject to the limitations set forth below, for the consideration aforesaid, the undersigned GRANTOR does quitclaim unto said GRANTEE the right and privilege of a perpetual use of said slope easement for such purpose, together with all rights and privileges necessary or convenient for the full use and enjoyment thereof, including the right of ingress to and egress from said slope easement for the purpose of and the right to maintain said slope easement, and the right to prohibit the construction or maintenance of any improvement or obstruction on, over, across, or upon said slope easement.

GRANTEE herein agrees that the above easement area will be reduced to the actual slope area used at such time as GRANTEE has completed the grading of said slope. It is further understood and agreed that the GRANTOR, its successors or assigns, in grading property adjacent to said slope easement, may fill against the slope easement and thereby reduce the area of said slope. At

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 Shelby Cnty Judge of Probate, AL
 05/05/1977 12:00:00AM FILED/CERT

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such time and/or in such event, GRANTEE, for itself and its successors and assigns, hereby agrees to reduce or abandon said slope easement, as the case may be, and to execute an instrument(s) to such effect in a form suitable for recording in the Probate Office of Jefferson County, provided, however, that any such instrument shall restrict GRANTOR and its successors and assigns (in the absence of written consent to the contrary from GRANTEE, which consent shall not be unreasonably withheld) from disturbing the slope below the grade thereof as established by GRANTEE pursuant to said slope easement herein granted and shall preserve to GRANTEE the right and privilege to maintain said slope perpetually at a grade no less than that established by GRANTEE pursuant to said easement.

IN WITNESS WHEREOF, the undersigned GRANTOR has hereunto set its hand and seal, all on this the 26th day of April, 1977.

THE HARBERT-EQUITABLE JOINT VENTURE

By: HARBERT CONSTRUCTION CORPORATION,
Its Managing Venturer

By:

Its

STATE OF Alabama)
COUNTY OF Jefferson)

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Shelby Cnty Judge of Probate, AL
05/05/1977 12:00:00AM FILED/CERT

I, A. C. Tice Jr. Notary Public, a Notary Public in and for said ~~County in said State~~ hereby certify that E. D. Diver, whose name as Vice President of Harbert Construction Corporation, a corporation, as Managing Venturer of The Harbert-Equitable Joint Venture, under Joint Venture Agreement dated January 30, 1974, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he, as such officer and will full authority, executed the same voluntarily for and as the act of said corporation as Managing Venturer of The Harbert-Equitable Joint Venture.

Given under my hand and official seal, this 26th day of April, 1977.

STATE OF ALA. SHELBY CO.)
CERTIFY THIS)
INSTRUMENT WAS FILED)
James D. Tice Jr.)
Notary Public)
My commission expires: April 24 1978)
Thomas A. Snowden, Jr.)
JUDGE OF PROBATE)
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STATE OF ALA. SHELBY CO.)
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