

THIS INSTRUMENT PREPARED BY: Randolph H. Lanier
Balch, Bingham, Baker, Hawthorne,
Williams & Ward
P. O. Box 306
Birmingham, Alabama 35201

STATE OF ALABAMA)

COUNTY OF SHELBY)

1106



19801231000147790 Pg 1/3 .00
Shelby Cnty Judge of Probate, AL
12/31/1980 00:00:00 FILED/CERTIFIED

EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of One Dollar (\$1.00) in hand paid by WREN DEVELOPMENT, an Alabama General partnership (hereinafter referred to as "GRANTEE"), to the undersigned, THE HARBERT-EQUITABLE JOINT VENTURE, under Joint Venture Agreement dated January 30, 1974, composed of Harbert Construction Corporation, a corporation, and The Equitable Life Assurance Society of the United States, a corporation (hereinafter referred to as "GRANTOR"), the receipt of which is hereby acknowledged, the said GRANTOR does by these presents grant and convey unto said GRANTEE a temporary easement for establishing and maintaining a slope or grade over the following described easement area, said easement area being situated in Shelby County, Alabama:

A 50.0 foot wide slope easement situated in the N.W. 1/4 of Section 30, Township 19 South, Range 2 West, Shelby County, Alabama, said easement is to be outside of and parallel to the Southerly property line of a tract of land owned by Wren Development Properties; the perimeter of said slope easement being particularly described as follows:

Commence at the N.E. corner of Section 30, Township 19 South, Range 2 West, and run in a Westerly direction along the North line of said section a distance of 1245.86 feet; thence, turn an angle to the left of 90° and run in a Southerly direction a distance of 431.26 feet to a point on the Southeasterly right-of-way line of Riverchase Parkway East, said point also being on the South property line of Wren Development Properties, Wren Park; thence, turn an angle to the right of 111°16'33" and leaving said right-of-way line, run in a Westerly direction, along said South property line a distance of 127.85 feet; thence, turn an angle to the left of 27°54' and continue in a Westerly direction, along said South property line, a distance of 454.41 feet; thence, turn an angle to the right of 20°43' and continue in a Westerly direction, along said South property line, a distance of 482.29 feet; thence, turn an angle to the left of 25°31' and continue in a Westerly direction, along said South property line, a distance of 494.05 feet to the S.W. corner of said Wren Park Property and the point of beginning; thence, turn an angle to the left of 70°30' and run in a Southerly direction a distance of 53.04 feet; thence, turn an

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angle to the right of 70°30' and run in a Southwesterly direction a distance of 299.26 feet; thence, turn an angle to the right of 47°25'30" and run in a Northwesterly direction a distance of 586.10 feet; thence, turn an angle to the left of 54°38'40" and run in a Southwesterly direction a distance of 424.48 feet; thence turn an angle to the right of 90° and run in a Northwesterly direction a distance of 50.0 feet to a point on the South property line of said tract owned by Wren Development Properties; thence turn an angle to the right of 90° and run in a Northeasterly direction along said South property line a distance of 450.31 feet; thence turn an angle to the right of 54°38'40" and run in a Southeasterly direction along said South property line a distance of 589.98 feet; thence, turn an angle to the left of 47°25'30" and run in a Northeasterly direction along said South property line a distance of 295.0 feet to the point of beginning

GRANTOR reserves unto GRANTOR, its successors or assigns, the right to use said easement in common with GRANTEE.

GRANTEE shall have the right to cut or fill within the described easement area for the purpose of establishing and maintaining a slope or grade, in accordance with good engineering practices, across the easement area to a road or other improvement on adjoining property owned by GRANTEE.

GRANTEE agrees to complete any construction in and on the easement area within six (6) months from the date of written notification by GRANTOR or by a subsequent owner of the easement area to so complete such construction.

This easement is temporary and shall terminate on the earlier of (i) the filing of an instrument in the Probate Records of Shelby County, Alabama by GRANTOR or by a subsequent owner of the easement area which states that GRANTEE has failed to complete construction in the easement area within the aforesaid six-month time period after delivery of proper notice by GRANTOR or by such subsequent owner; or (ii) December 18, 1983.

GRANTEE agrees and covenants to restore or reforest, as the case may be, in accordance with plans approved by the Riverchase Architectural Committee, any part or parts of the easement area where the surface has been disturbed pursuant to the rights granted by this instrument. The agreements and covenants contained in this paragraph shall survive the termination or expiration of this easement.

TO HAVE AND TO HOLD unto the said WREN DEVELOPMENT, its successors and assigns, for the time periods set forth herein.

IN WITNESS WHEREOF, the GRANTOR has caused this conveyance to be executed by Harbert Construction Corporation by its respective duly authorized officer effective on this the 19th day of December, 1980.

THE HARBERT-EQUITABLE JOINT VENTURE

Witnesses:

By: HARBERT CONSTRUCTION CORPORATION

By

Ed M. Wilson
Its Executive Vice President

Roger L. Sargent
Joseph E. H. Gray

STATE OF ALABAMA)

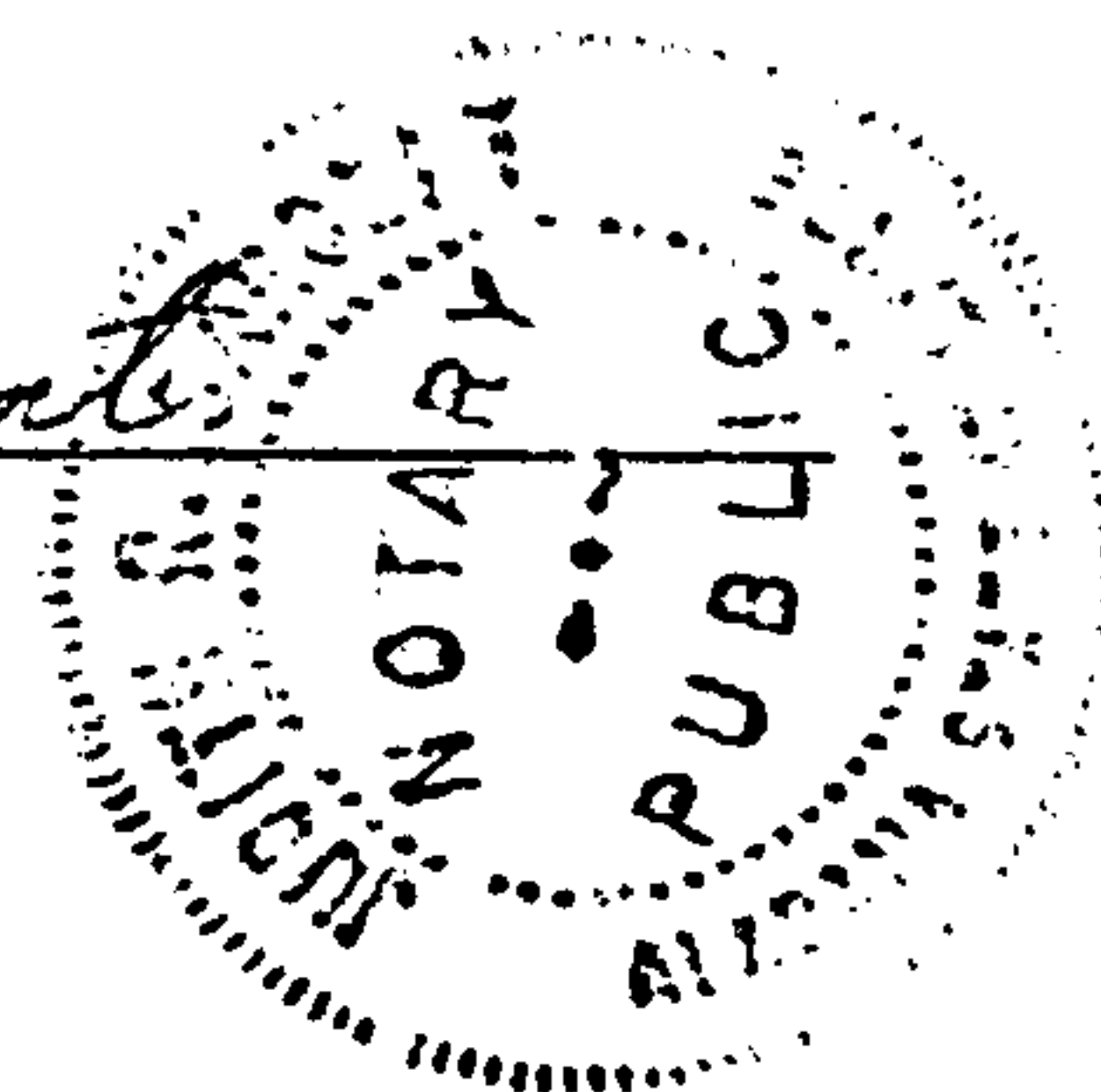
COUNTY OF)

I, Judith R. Sargent, a Notary Public in and for said County, in said State, hereby certify that Ed M. Wilson, whose name as Exec. Vice President of Harbert Construction Corporation, a corporation, as General Partner 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 the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation as General Partner of The Harbert-Equitable Joint Venture.

Given under my hand and official seal, this the 19th day of December, 1980.

Judith R. Sargent
Notary Public

My Commission expires: _____



STATE OF ALA. SHELBY CO.

I CERTIFY THIS

INSTRUMENT WAS FILED

1980 DEC 31 PM 12:43

Judge of Probate

Deed 1.00
X's 4.50
Fid. 1.00
6.50