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STATE OF ALABAMA)

SHELBY COUNTY)

CONSENT OF GRANT OF EASEMENT

THIS CONSENT TO GRANT OF ADDITIONAL EASEMENT executed this 3rd day of February, 1986 by South Central Bell Telephone Company ("South Central Bell").

W I T N E S S E T H:

WHEREAS,

(a) Vera J. Anderson, and her husband, the fee owners of certain property located in Shelby County, granted a right of way easement to South Central Bell on the 7th day of February, 1980 and recorded in the Office of Judge of Probate of Shelby County, Alabama in Book 327, page 451; and

(b) The adjoining property owner, Valleydale Village Properties, an Alabama general partnership, desires to acquire an easement to install, utilize and maintain a septic tank and related field lines on a portion of the same property subject to South Central Bell's right of way easement; and

(c) Vera J. Anderson and her husband have agreed to grant said septic tank easement to Valleydale Village Properties; and

(d) South Central Bell has agreed to consent to said septic tank easement.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, South Central Bell Telephone company, its licensees, agents, successors, assigns, and allied and associated companies, do hereby consent to the grant of easement from Vera J. Anderson and her husband to Valleydale Village Properties, a copy of which is attached hereto and made a part hereof.

South Central Bell does hereby represent and warrant that, as of this date, it has not granted any rights, or allowed any other person or company, to lay cable or conduits within the right of way for communications, electric power transmission, or distribution as allowed in the right of way easement set forth in Book 327, Page 451 as

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Litman & Siegel

recorded in the Judge of Probate's office in Shelby County, Alabama. South Central Bell does hereby retain all of its right to allow any other person or company to lay cable or conduits within the right of way for communications or electric power transmission or distribution subject to the septic tank easement set forth in the attached Exhibit A.

South Central Bell does hereby represent and warrant that as of this date there are no licensees, agents, successors, assigns or allied and associated companies of South Central Bell whose consent is needed to fully release the rights herein released.

South Central Bell does hereby retain all such other of its rights as set forth in the right of way easement, including but not limited to its right of easement to construct, operate, maintain, add or remove such lines of systems of communication or related services as it may require, consisting of poles, guys, anchors, aerial cables, and wires upon and over the subject strip of land; to allow any other person or company to attach wires or lay cable or conduit within the right of way for communications or electric power transmission or distribution provided the same does not interfere with the sewer easement described in Exhibit A; ingress and egress to said premises at all times; to clear the land and keep it cleared of all trees, undergrowth or other obstructions within the easement, to trim and to cut and keep trimmed and cut all dead, weak, leaning and dangerous trees or limbs outside the easement area which might interfere with or fall upon the lines or systems of communication or power transmission or distribution.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized agent on February 3, , 1986.

SOUTH CENTRAL BELL TELEPHONE
COMPANY



[Signature]
General Manager-Distribution North

Signed, Sealed and Delivered
in the presence of

[Signature]

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that J. D. Nelson whose name as General Manager of South Central Bell Telephone Company, a corporation, is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said Agreement, he executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this 3rd day of February, 1986.

Stella C. Mc Cray
NOTARY PUBLIC

My Commission Expires: MY COMMISSION EXPIRES OCTOBER 6, 1987

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STATE OF ALABAMA)

SHELBY COUNTY)

GRANT OF EASEMENT

THIS GRANT OF EASEMENT is executed this 25th day of February, 1986 by M. C. Anderson and his wife, Verna J. Anderson (the "Andersons").

W I T N E S S E T H:

WHEREAS:

(a) The Andersons are the owners of the property described on the attached Exhibit A situated in Shelby County, Alabama.

(b) Valleydale Village Properties, a partnership, is the owner of property joining the Andersons property. The Valleydale Village Property is known as the Valleydale Shopping Center to which is more specifically described on the attached Exhibit B.

(c) Valleydale Village Properties requires an easement for the purposes of installation, utilization and maintenance of septic tank facilities and field lines in the support and operation of the adjoining Valleydale Shopping Center and any additions to the Valleydale Shopping Center. The Andersons have agreed to grant the required easement.

(d) The parties desire to execute this agreement to carry forth their intentions as set forth herein.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged by the Andersons, the Andersons, for themselves, their legal representatives, successors and assigns, declare as follows:

(1) Grant of Easement by the Andersons: The Andersons do hereby establish and create for the benefit of the owner of the property described in Exhibit B and do hereby give, bargain, sell and convey to each and every partnership, person, firm or corporation who may now or hereafter own or lease all or any portion of the aforesaid property described in Exhibit B the non-exclusive easement, license, right and privilege to go on, over, across and

under the property owned by the Andersons described in Exhibit A for the purpose of installing, utilizing, and maintaining septic tank facilities with related field lines and access lines in the support of the adjoining Valleydale Shopping Center and additions to the Valleydale Shopping Center.

(2) Restriction of Use: The Andersons reserve unto themselves the right to make all such use of the said property described in Exhibit A as will not unreasonable interfere with the rights, franchises, licenses, easements and privileges herein granted to the owner of the property described on Exhibit B, including, without limitation, that the Andersons shall not erect any building on said property during the existence of the easement granted herein.

(3) Termination: The Easement, rights, license and privilege granted herein shall continue until adequate sewer facilities are made available to all buildings located on the property described in Exhibit B. As used herein, "made available" shall mean: that the owner(s) of the fee interest in the property described in Exhibit B shall have received written notice from the then appropriate governmental authorities stating that adequate sewer facilities shall then exist for all of the buildings then located at the property described in Exhibit B; that such sewer facilities are in the immediate vicinity of the buildings then located on the property described in Exhibit B; and that immediate hookup with said sewer facility is available upon request; This easement shall terminate upon the earlier of the following events: (a) the hookup of all buildings then existing on the property described in Exhibit B to sewer facilities; (b) 120 days after adequate sewer facilities are made available, as defined herein, for all of the buildings then located at the property described in Exhibit B.

TO HAVE AND TO HOLD unto the owner of the property described on Exhibit B, its heirs, successors, representatives and assigns.

IN WITNESS WHEREOF, the Andersons have signed and sealed these presents on this 25th day of February, 1986.

Vernon J. Anderson
M. C. Anderson

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STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that M.C. Anderson, an individual whose name is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said Agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 25th day of February, 1985.

[Signature]
NOTARY PUBLIC
My Commission Expires: 6/11/88

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Vera J. Anderson, an individual whose name is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said Agreement, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 25th day of February, 1985.

[Signature]
NOTARY PUBLIC
My Commission Expires: 6/11/88

EXHIBIT "A"

LEGAL DESCRIPTION:

A part of the NW 1/4 of the NW 1/4 and the SW 1/4 of the NW 1/4 of Section 15, Township 19 South, Range 2 West, being more particularly described as follows:

Commence at the Southeast Corner of the NW 1/4 of the NW 1/4 of Section 15, Township 19 South, Range 2 West; thence Westerly along the South line of said 1/4-1/4 Section for a distance of 363.0 feet; thence turn 89 degrees 14'15" right and run Northerly for a distance of 360.0 feet; thence turn 89 degrees 14' 15" left and run Westerly for a distance of 608.74 feet to the point of beginning of the parcel described herein; thence turn 41 degrees 35' left and run Southwesterly for a distance of 80.0 feet; thence turn 90 degrees left and run Southeasterly for a distance of 440.25 feet; thence turn 90 degrees left and run Northeasterly for a distance of 80.0 feet; thence turn 90 degrees left and run Northwesterly for a distance of 440.25 feet to said Point of Beginning. Containing .81 acres.

EXHIBIT "B"

STATE OF ALABAMA
SHELBY COUNTY

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1986 MAR -5 PM 12:07

Thomas P. ...
JUDGE OF PROBATE

Acc. 20.00
and 1.00
21.00

A part of the NW 1/4 of the NW 1/4 and the SW 1/4 of the NW 1/4 of Section 15, Township 19 South, Range 2 West, being more particularly described as follows:

Commence at the Northeast Corner of the SW 1/4 of the NW 1/4 of Section 15, Township 19 South, Range 2 West; Thence run West along the North line of said 1/4-1/4 Section line a distance of 338.0 feet to the point of beginning; Thence continue along said North line a distance of 25.0 feet; Thence turn Right 89 degrees 14'-15" and run North a distance of 360.0 feet; Thence turn Left 89 degrees -14'-15" and run West a distance of 608.74 feet; Thence turn Left 131 degrees-35' and run Southeasterly 440.25 feet; Thence turn Right 90 degrees-00' and run Southwesterly 80.0 feet; Thence turn Left 90 degrees-00' and run 437.11 feet to the Northwesterly right-of-way line of a public road; Said right-of-way line being in a curve to the Left (having a radius of 2833.72 feet and an interior angle of 6 degrees -04'-18"); Thence turn Left 82 degrees-11'-40" to the tangent of said curve and run Northeasterly along said right-of-way line an arc distance of 300.29 feet; Thence from the tangent of said curve turn Left 90 degrees and run Northwesterly a distance of 10.0 feet; Thence turn Right 90 degrees-00' and run Northeasterly along said right-of-way line a distance of 2.60 feet; Thence turn Left 86 degrees-56'-50" and run Northwesterly a distance of 200.05 feet to the point of beginning. Containing 6.20 acres, more or less.

Also:

A part of the SW 1/4 of the NW 1/4 of Section 15, Township 19 South, Range 2 West, and being more particularly described as follows:

Commence at the Northeast Corner of the SW 1/4 of the NW 1/4 of Section 15, Township 19 South, Range 2 West; Thence run Westerly along the North line of same, a distance of 26.25 feet to the point of beginning of the property described herein; Thence continue along the last named course a distance of 311.75 feet; Thence turn Left 126 degrees -47'-50" and run Southeasterly a distance of 200.05 feet to the Northwesterly right-of-way line of Valleydale Road; Thence turn Left 93 degrees-03'-10" and run Northeasterly along said right-of-way a distance of 250.0 feet to the point of beginning. Containing 0.57 acres, more or less (24,969.62 square feet).

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