

STATE OF ALABAMA)
COUNTY OF SHELBY)

659

TEMPORARY EASEMENT FOR CONSTRUCTION OF A SLOPE

KNOW ALL MEN BY THESE PRESENTS: that for and in consideration of the mutual covenants set forth herein, FPI Birmingham, Ltd., a corporation (hereinafter referred to as "GRANTEE"), and 2154 Trading Corporation d/b/a Inverness, a New York Corporation (hereinafter referred to as "GRANTOR"), acknowledges that said GRANTOR does grant and convey unto the said GRANTEE the following temporary easement for construction of a slope, said easement being situated in Shelby County, Alabama, and being described as follows:

TEMPORARY EASEMENT FOR CONSTRUCTION OF A SLOPE

Commence at the NE Corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 36, TP 18 So. R 2 W; thence run West along North Boundary of said $\frac{1}{4}$ - $\frac{1}{4}$ Sec. 310.27 feet to the NW right of way line of Cahaba Beach Road and the point of beginning of the Easement; thence continue on the same course for 9.86 feet; thence turn an angle to the left of 56° 22' 44" and run in a Southwesterly direction for 127.57 feet; thence turn an angle to the right of 3° 34' 01" and continue in a Southwesterly direction for 100.00 feet; thence turn an angle to the right of 10° 16' 05" and continue in a Southwesterly direction for 152.51 feet; thence turn an angle to the left of 2° 15' 43" and continue in a Southwesterly direction for 50.51 feet; thence turn an angle to the left of 12° 26' 05" and continue in a Southwesterly direction for 107.72 feet; thence turn an angle to the left of 12° 10' 05" and continue in a Southwesterly direction for 202.32 feet; thence turn an angle to the left of 5° 22' 42" and continue in a Southwesterly direction for 51.55 feet; thence turn an angle to the right of 11° 35' 42" and continue in a Southwesterly direction for 109.74 feet to the Northerly right of way line of U.S. Highway #280; thence run in a Northeasterly direction along said right of way and the NW right of way line of Cahaba Beach Road for 899.53 feet to point of beginning.

The above easement is more particularly shown on Exhibit "A", attached hereto and made a part hereof.

For the consideration aforesaid, the GRANTOR grants and conveys unto the GRANTEE the right and privilege of a temporary construction easement for such construction purposes, together with all rights and privileges necessary or convenient for the full use and enjoyment thereof.

This temporary easement for construction of a slope to be in effect beginning on the 26th day of May 1986 and ending on the 26th day of August, 1986.

June House
5400 Poplar Ave
Memphis, Tenn

3811

GRANTEE will protect, defend, hold harmless, and indemnify GRANTOR, its heirs, legal representatives, successors, and assigns, as the case may be, from and against any and all claims for death of or injury to person or damage to property, and from all actions of every kind and nature which may arise out of or in connection with or by reason of the negligent construction of a slope by GRANTEE, its successors, assigns, agents, or employees upon or adjacent to the easement land; provided, however nothing contained in this paragraph shall be construed to mean that GRANTEE will protect, defend, hold harmless, and indemnify GRANTOR, its heirs, legal representatives, successors, and assigns from and against any claims of every kind and nature which may arise out of or in connection with or by reason of their own negligence, sole or concurrent.

IN WITNESS WHEREOF, the said GRANTOR has caused this instrument to be executed on this the 4th day of June, 1986.

ATTEST:

By: Christine Kels Markussen
Its: Assistant Secretary

2154 TRADING CORPORATION
INVERNESS, a New York Corporation

[Signature]
Its: VICE-PRESIDENT



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STATE OF ALABAMA) ~~GEORGIA~~
COUNTY OF SHELBY) ~~DEKALB~~

I, Patricia A. Brubaker, a Notary Public in and for said County in said State, hereby certify that James F. McEvoy, whose name as Vice President of 2134 Trading Corporation d/b/a Inverness, a New York corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing instrument, James F. McEvoy as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal of office this 4th day of

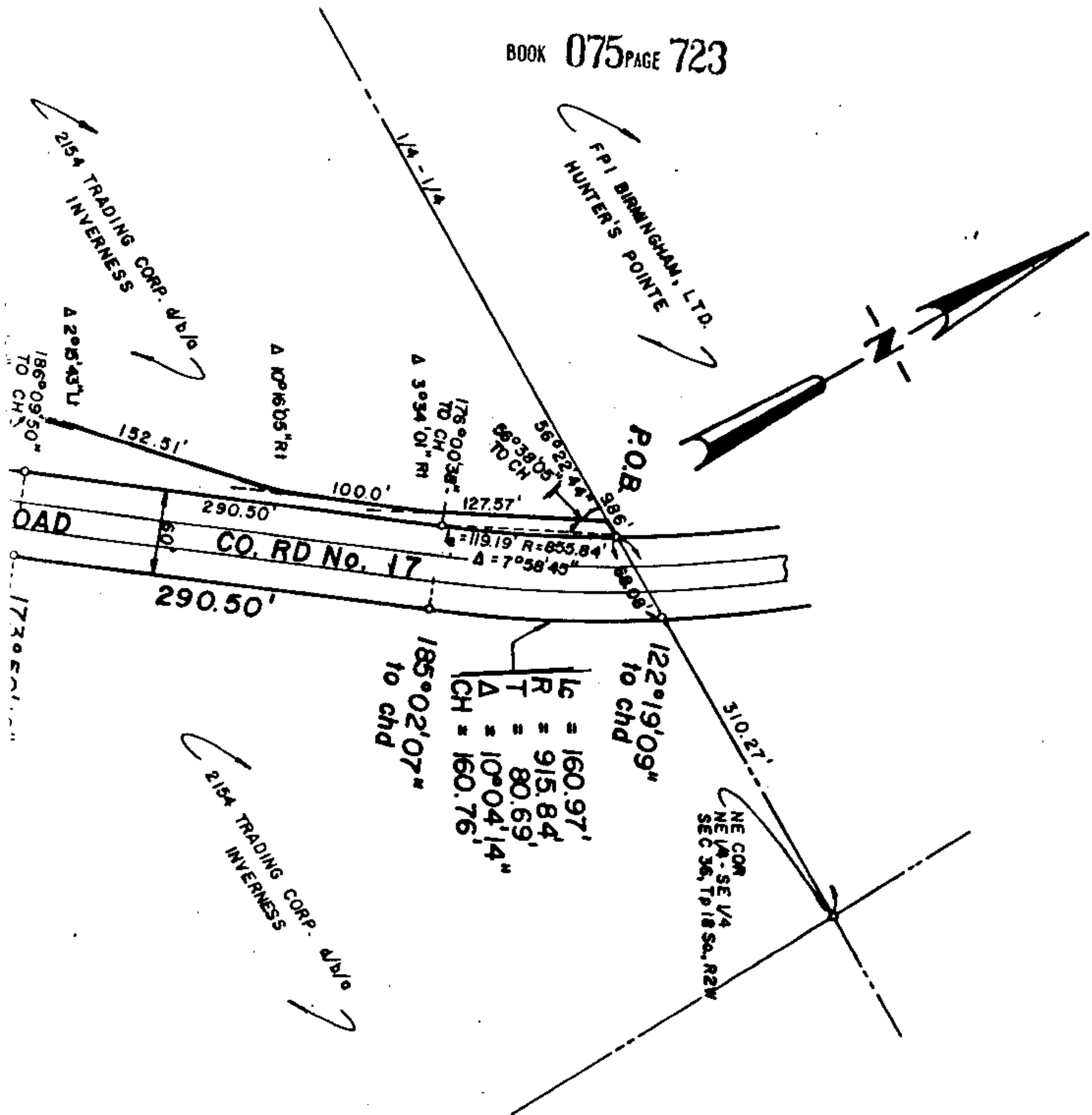
June, 1986.

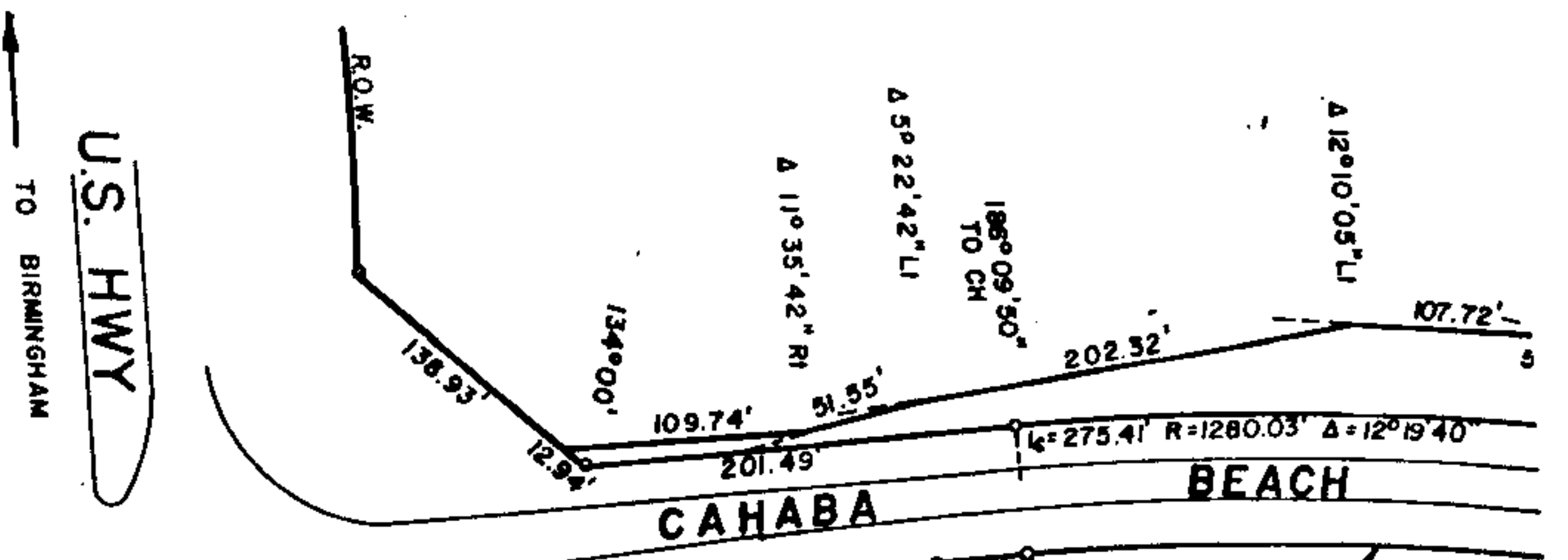
Patricia A. Brubaker
Notary Public

My Commission expires: Notary Public Georgia State at Large
My Commission Expires: 3-17-89



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$l_c = 262.50'$
 $R = 1220.03'$
 $T = 131.76'$
 $\Delta = 12°19'40''$
 $CH = 262.00'$

EXHIBIT "A"
CAHABA BEACH ROAD
TEMPORARY
EASEMENT FOR CONSTRUCTION
OF A SLOPE

SCALE: 1" = 100' DATE: MAY 22, 1986

1. Deed Tax \$ 1.50
 2. Mfg. Tax
 3. Recording Fee 12.50
 4. Indexing Fee 1.00
 TOTAL 14.50

No. 280

U.S. HWY

TO BIRMINGHAM

TO CHILDERSBURG

STATE OF ALA. SHELBY CO.
 I CERTIFY THIS
 INSTRUMENT WAS FILED
 1986 JUN 10 AM 11:00
 JUDGE OF PROBATE

200 SCOTCH DRIVE
 BIRMINGHAM, AL. 35243
 PHONE: 991-7766
C.B., INC.
 ENGINEERS & SURVEYORS