

669
GRANT OF EASEMENT

Cons
\$500.00

THIS GRANT OF EASEMENT (the "Grant") is made as of this 6th day of July, 1987, by Riverview, an Alabama general partnership ("Grantor"), to Crow Wood Springs Associates, Ltd., a Georgia limited partnership ("Grantee").

Witnesseth:

WHEREAS, Grantee is the owner of certain real property (the "Grantee Property") located in Shelby County, Alabama, being more particularly described on Exhibit "A" attached hereto and made a part hereof;

WHEREAS, Grantor is the owner of certain real property (the "Grantor Property") located in Shelby County, Alabama, being more particularly described on Exhibit "B" attached hereto and made a part hereof;

WHEREAS, in connection with Grantee's development of the Grantee Property and improvement of Riverview Road, and in consideration of Grantee's execution of a separate agreement with Grantor dated as of even date herewith concerning certain road improvements, Grantor has agreed to grant to Grantee a temporary construction easement burdening the Grantor Property and benefiting the Grantee Property, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) in hand paid by Grantee to Grantor, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and convey to Grantee and Grantee's employees, agents, contractors and subcontractors, a non-exclusive, temporary easement (the "Easement") over the Grantor Property for the benefit of the Grantee Property for purposes of access, ingress and egress of pedestrian and vehicular traffic, including construction vehicles, and for any and all purposes necessary or incidental thereto, including the right to construct and maintain a temporary roadway on the Grantor Property. The Easement shall commence on May 1, 1987, and shall continue until December 1, 1987; provided, however, the Easement shall be automatically extended for up to two (2) additional thirty (30) day periods unless Grantor or Grantee gives written notice of the termination of the Easement to the other at least thirty (30) days

prior to the expiration of the original period or the applicable additional period, as the case may be.

Grantor warrants that except for SouthTrust Bank, N.A., whose Acknowledgment and Consent is attached hereto, it has good and marketable, unencumbered fee simple title to the Grantor Property and full power and authority to make this Grant, and that the person or persons executing this Grant have full power and authority to execute this Grant on behalf of Grantor and to bind Grantor hereunder.

By its acceptance hereof, Grantee agrees that it will indemnify and hold harmless Grantor from any claims, liabilities or causes of action arising against or incurred by Grantor and caused by and resulting from Grantee's use of the Grantor Property pursuant to this Grant, including, but not limited to, any claim of the right to use the Grantor Property after the termination of the Easement as provided herein made by any third party using the Grantor Property pursuant to or as a consequence of this Grant; provided, however, that Grantee shall not be required to indemnify Grantor for any claims, liabilities, or causes of action resulting from Grantor's negligence or willful misconduct.

Grantee agrees that Grantee shall be fully responsible for the construction and maintenance of any temporary roadway or other similar improvements and installation of proper traffic signage and safety markers constructed within the Grantor Property pursuant to this Grant and further agrees and covenants to construct and maintain said temporary roadway or other similar improvements so as to not cause and create a hazardous condition. Grantee agrees that (i) all fill or other materials necessary for the construction and maintenance of said temporary roadway and similar improvements shall be brought to the Grantor Property from a location other than the Grantor Property or any adjacent property of Grantor, (ii) any fill material shall be engineered compacted to not less than ninety-five percent (95%) compaction, and (iii) adequate provision shall be made for drainage and water runoff from said temporary roadway and similar improvements. Grantee shall also be solely responsible for the removal and/or relocation of any necessary utility lines or facilities, including power poles, in connection with the construction and maintenance of said temporary roadway and similar improvements, and Grantee further agrees and covenants not to relocate any existing power poles located on Grantee's property on Grantor's property.

Simultaneous with the execution of this Grant of Easement, Grantor and Grantee have entered into an Agreement For Construction, which requires Grantor and Grantee to perform certain acts and reimburse each other for costs; and in the event of failure of Grantee to perform its acts as set forth in said agreement, or pay and/or reimburse the Grantor, on a timely basis, shall be cause for termination of this Grant of Easement. The failure by Grantor to perform its acts under said agreement shall not be cause for termination under this Grant.

Upon the termination of the Easement, Grantee shall restore the Grantor Property to a uniform grade, shall remove all hard surface paving installed or constructed by Grantee on the Grantor Property and shall generally clean up the Grantor Property to a neat condition.

The Easement shall be a non-exclusive, temporary easement, running with the land, for the benefit of and as an appurtenance to the Grantee Property and binding upon and burdening the Grantor Property. This Grant shall be binding upon the successors, heirs, and assigns of Grantor and shall insure to the benefit of the successors, heirs, and assigns of Grantee.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Grant of Easement to be executed and delivered as of the day and year first above written.

GRANTOR:

RIVERVIEW, an Alabama general partnership

By  (SEAL)
Its General Partner

(Authorized Person to Bind
Said Entity)

GRANTEE:

CROW WOOD SPRINGS ASSOCIATES, LTD.,
a Georgia Limited Partnership

By: CTW Development Corp., a
Georgia Corporation, Its
General Partner

By David J. Elwell (SEAL)
Its Authorized Officer

(Authorized Person to Bind
Said Entity)

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and
for said County in said State, hereby certify that
Greg A. Church whose name as General Partner
of Riverview, an Alabama general partnership, 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 instrument, he, as such general
partner, and with full authority, executed the same
voluntarily for and as the act of said partnership.

Given under my hand and official seal this
6th day of July, 1987

Laura Lorraine Yawn
Notary Public

{SEAL}

My Commission Expires: 9-10-88

STATE OF GEORGIA)

COUNTY OF Colo)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that David S. Elwell whose name as U.P. of CTW Development Corp., a Georgia corporation, General Partner of Crow Wood Springs Associates, Ltd., a Georgia limited partnership, 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 instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation acting on behalf of said limited partnership.

Given under my hand and official seal this 6th day of July, 1987.

E. Alister Spence
Notary Public

[SEAL]

My Commission Expires Notary Public, Georgia, State at Large
My Commission Expires August 19, 1989

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ACKNOWLEDGEMENT AND CONSENT

For value received, SouthTrust Bank, N.A. (the "Mortgagee") does hereby consent to the easements and other rights granted by Grantor in and by the within Grant and hereby joins in said grant. The Mortgagee hereby acknowledges that it is the holder of a Mortgage encumbering the Grantor Property and recorded in Mortgage Book 138, Page 368, in the Probate Office of Shelby County, Alabama, and further agrees that said easement and other rights so granted by Grantor shall survive a foreclosure or sale under or pursuant to such Mortgage and any other mortgage or other security instrument held by it, or under which it has rights, and affecting or encumbering the Grantor Property, as well as any other exercise of its rights or remedies under any one or more of the documents relating or pertaining to the Grantor Property. This consent and joinder shall bind the Mortgagee and its successors and assigns and shall inure to the benefit of the parties to the within Grant and their respective heirs, executors and assigns.

MORTGAGEE:

SOUTHTRUST BANK, N.A.

By R. M. Eubank
Its SR. Vice - President

[BANK SEAL]

(Authorized Person to Bind
Said Entity)

BOOK 145 PAGE 85

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that R. Denn Eubanks whose name as Dr. Will Eub. of SouthTrust Bank, N.A., a _____, 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 instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal this
20th day of July, 1987

Patricia Paul Thigbitt
Notary Public

[SEAL]

My Commission Expires: 5/8/91

This Instrument Was Prepared By:

Claude McCain Moncus
Corley, Moncus, Bynum & De Buys, P.C.
2100 16th Avenue South
Birmingham, AL 35205

EXHIBIT "A"

A part of Lot 1-A, Cahaba River Park, First Addition as recorded in Map Book 8, Page 62, in the Office of the Judge of Probate of Shelby County, Alabama, being more particularly described by metes and bounds as follows:

Commence at the N.W. corner of the NW 1/4 of the NE 1/4 of Section 35, Township 18 South, Range 2 West and run South along the West line of said 1/4-1/4 Section a distance of 285.00 feet to the point of beginning; thence continue South along the West Line of said 1/4-1/4 Section and along the West line of the SW 1/4 of the NE 1/4 of said Section 35 for a distance of 1220.00 feet to a point on the Northerly right of way line of Riverview Road; thence $79^{\circ}35'$ to the left in a Southeasterly direction along said right of way line a distance of 7.35 feet to the P.C. (point of curve) of a curve to the left having a radius of 256.63 feet and a central angle of $43^{\circ}19'57''$; thence Southeasterly, Easterly and Northeasterly along the arc of said curve and along said right of way line a distance of 194.09 feet to the P.T. (point of tangent) of said curve; thence Northeasterly in the tangent to said curve and along said right of way line a distance of 565.19 feet to the P.C. (point of curve) of a curve to the right having a radius of 499.28 feet and a central angle of $27^{\circ}06'30''$; thence Northeasterly along the arc of said curve and along said right of way line a distance of 236.22 feet to the P.T. (point of tangent) of said curve; thence Northeasterly in the tangent to said curve and along said right of way line a distance of 95.62 feet to the P.C. (point of curve) of a curve to the left having a radius of 228.06 feet and a central angle of $53^{\circ}38'30''$; thence Northeasterly along the arc of said curve and along said right of way line a distance of 213.52 feet to the P.T. (point of tangent) of said curve; thence Northeasterly in the tangent to said curve and along said right of way line a distance of 80.84 feet to the P.C. (point of curve) of a curve to the left having a radius of 3779.83 feet and a central angle of $1^{\circ}29'03''$; thence Northeasterly along the arc of said curve and along said right of way line a distance of 97.91 feet to a point; thence from the tangent of said curve, turn $90^{\circ}21'20''$ to the left and run in a Northwesterly direction a distance of 14.52 feet to the P.C. (point of curve) of a curve to the left having a radius of 197.54 feet and a central angle of $37^{\circ}15'$; thence Northwesterly, Westerly and Southwesterly along the arc of said curve a distance of 128.43 feet to the P.T. (point of tangent) of said curve; thence Southwesterly on the tangent to said curve a distance of 185.79 feet to a point; thence $67^{\circ}00'38''$ to the left to the tangent of a curve to the right having a radius of 75.00 feet and a central angle of $151^{\circ}29'13''$; thence Southwesterly, Westerly and Northwesterly along the arc of said curve a distance of 198.30 feet to a point; thence from the tangent of said curve, turn $64^{\circ}32'40''$ to the left to the tangent of a curve to the right having a radius of 377.38 feet and a central angle of $39^{\circ}05'50''$; thence Northwesterly along the arc of said curve a distance of 257.51 feet to the P.T. (point of tangent) of said curve; thence Northwesterly on the tangent to said curve a distance of 508.99 feet to a point; thence $50^{\circ}29'05''$ to the left in a Westerly direction a distance of 240.00 feet to the point of beginning.

According to survey of Walter Schoel, Jr., Reg. No. 3092, dated December 2, 1985, revised December 12, 1985, and last revised June 17, 1986.

EXHIBIT "B"

Lot 2-A, according to A Resurvey of Lot 2, Cahaba River Park, as recorded in Map Book 8, Page 80, in the Office of the Judge of Probate, Shelby County, Alabama.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT IS CORRECT

1987 AUG 10 AM 11:07

Thomas H. ...
JUDGE OF PROBATE

1. Deed Tax	\$ <u>50</u>
2. Mtg. Tax	<u> </u>
3. Recording Fee	<u>23.50</u>
4. Indexing Fee	<u>1.00</u>
TOTAL	<u>24.00</u>