

FROM: LANGE, SIMPSON

TO: SUNLINK CORP

MAR 29, 1990 11:13AM #302 P.09

119

STATE OF ALABAMA)

JEFFERSON COUNTY)

THIS INSTRUMENT Prepared by  
KATHRYN S. CARVER  
LANGE, SIMPSON, ROBINSON &  
SOMERVILLE  
1700 First Alabama Bank Building  
Birmingham, Alabama 35203

TEMPORARY CONSTRUCTION AND GRADING EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION and GRADING EASEMENT AGREEMENT ("Agreement") is made and entered into as of March 30, 1990, by and among EES JOINT VENTURE, an Alabama general partnership ("EES"), SUNLINK CORPORATION, a Georgia corporation ("SUNLINK"), and BELLSOUTH SERVICES INCORPORATED, a Georgia corporation ("BELLSOUTH").

RECITALS:

1. EES is the owner of that certain real property described and attached to Exhibit "A" and made a part hereof by reference (the "EES Property").
2. SUNLINK is the owner of that certain real property described in Exhibit "B" attached to and made a part hereof by reference (the "Sunlink Property").
3. A portion of the Sunlink Property is being leased by SUNLINK to BELLSOUTH, pursuant to Lease Agreement dated July 15, 1988.
4. The EES Property and the Sunlink Property have a common boundary and EES and SUNLINK are desirous of entering into this Agreement to reflect the understanding of the parties hereto.

NOW, THEREFORE, in consideration of the mutual covenants, the premises herein, and the sum of \$1.00 to each of the parties hereto in hand paid, the sufficiency which is hereby acknowledged, the parties hereto agree as follows:

GRANT:

1. Easement. Subject to the further provisions of this Agreement, SUNLINK hereby grants unto EES a temporary grading and construction easement (the "Easement") over, upon, under, through and across the portion of the Sunlink Property (the "Easement Area") more particularly described on Exhibit "D" attached hereto and made a part hereof by reference.

The purpose of the Easement herein granted is to allow EES to grade and place fill material on the Easement Area, at a slope of at least 2 to 1. The Easement Area shall be filled and compacted in

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✓ M.B. A

accordance with plans and specifications (the "Plans") to be submitted to and approved by SUNLINK prior to any grading or construction on the Easement Area. EES shall be responsible for installing and maintaining sediment and erosion control on the Easement Area in order to prevent subsidence, slippage and erosion.

2. EES shall be permitted to fill and compact, in accordance with the Plans, over and upon SUNLINK's existing six (6) inch water line which extends across the EES Property as shown on Exhibit "C", attached hereto and made a part hereof by reference. EES shall not, however, impede or interfere in any way with the use by SUNLINK, its successors and assigns, of said water line as such water line may be relocated from time to time. SUNLINK shall relocate said water line in accordance with the provisions of the Agreement for Sale of Realty dated as of February 15, 1990, by and between SUNLINK, as seller, and Joseph E. Sandner, Jr., Lee Hines, and Eason, Eyster & Sandner, Inc., as purchasers, which agreement was assigned by such purchasers to EES by Assignment dated as of March 30, 1990.

3. EES shall not erect or install any permanent structures, improvement, or other fixtures within the Easement Area, and Sunlink, its successors and assigns, shall be entitled to utilize the Easement Area in any manner not inconsistent with the Easement granted into EES.

4. The Easement herein granted to EES shall terminate and be null and void and of no further effect upon the earlier to occur of either (1) completion of the grading and construction on the Easement Area as herein provided, or nine (9) months from the date hereof.

5. BELLSOUTH, as SUNLINK's lessee, enters into this Agreement for the sole purpose of ratifying, confirming and consenting to SUNLINK's grant of the Easement as herein provided.

6. EES, its successors or assigns, shall indemnify and hold harmless SUNLINK and BELLSOUTH, their respective directors, officers, employees, agents, successors and assigns, from any liability for damages to any person or property in, on, or about the Easement Area arising from use of the Easement and the Easement Area by EES, its successors and assigns.

7. This Agreement shall be binding on the successors and assigns of each of the parties hereto, and shall inure to the benefit of the successors and assigns of each of such parties.

FROM: LANGE, SIMPSON

TO: SUNLINK CORP

MAR 29, 1990 11:15AM #302 P.11

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

EES JOINT VENTURE,  
an Alabama general partnership  
BY: EES DEVELOPMENT CORPORATION,  
a ALABAMA corporation,  
ITS GENERAL PARTNER

By [Signature] (Seal)  
Its President

SUNLINK CORPORATION,  
a Georgia corporation

By [Signature] (Seal)  
Its VICE PRESIDENT

BELLSOUTH SERVICES INCORPORATED,  
a Georgia corporation

By [Signature] (Seal)  
Its VICE PRESIDENT

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned authority, a notary public in and for said County in said State, hereby certify that MARC A. CASH whose name as President of EES Development Corporation, an Alabama corporation, as general partner of EES Joint Venture, an Alabama general partnership, is signed to the foregoing document and who is known to me, acknowledged before me on this day that, being informed of the contents of the document, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation acting in its capacity as general partner, as aforesaid.

Given under my hand this the 29 day of March, 1990.

[Signature]  
Notary Public

My commission expires: 8/26/91

FROM: LANGE, SIMPSON

TO: SUNLINK CORP

MAR 29, 1990 11:15AM #302 P.12

STATE OF GEORGIA )

DEKALB COUNTY )

I, the undersigned authority, a notary public in and for said County in said State, hereby certify that THOMAS A. GANTHER whose name as VICE PRESIDENT of Sunlink Corporation, a Georgia corporation, is signed to the foregoing document and who is known to me, acknowledged before me on this day that, being informed of the contents of the document, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 29<sup>th</sup> day of March, 1990.

William G. Redmond  
Notary Public  
My commission expires:

WILLIAM G. REDMOND  
Notary Public, Fulton County, Georgia  
My Commission Expires September 21, 1991

STATE OF GEORGIA )

DEKALB COUNTY )

I, the undersigned authority, a notary public in and for said County in said State, hereby certify that SIMNEY BORDEN whose name as VICE PRESIDENT of BellSouth Services Incorporated, a Georgia corporation, is signed to the foregoing document and who is known to me, acknowledged before me on this day that, being informed of the contents of the document, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 29<sup>th</sup> day of March, 1990.

William G. Redmond  
Notary Public  
My commission expires:

WILLIAM G. REDMOND  
Notary Public, Fulton County, Georgia  
My Commission Expires September 21, 1991

SUNLINK\00003\LEASEMENT.AGR 052990

FROM: LANGE, SIMPSON

TO: SUNLINK CORP

MAR 29, 1990 11:16AM #382 P.13

EXHIBIT "A"

Lot 1, according to the survey of Sunlink Subdivision, as recorded in Map Book 14, Page 25, in the Probate Office of Shelby County, Alabama, subject to all easements reflected on said survey.

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FROM: LANGE, SIMPSON

TO: SUNLINK CORP

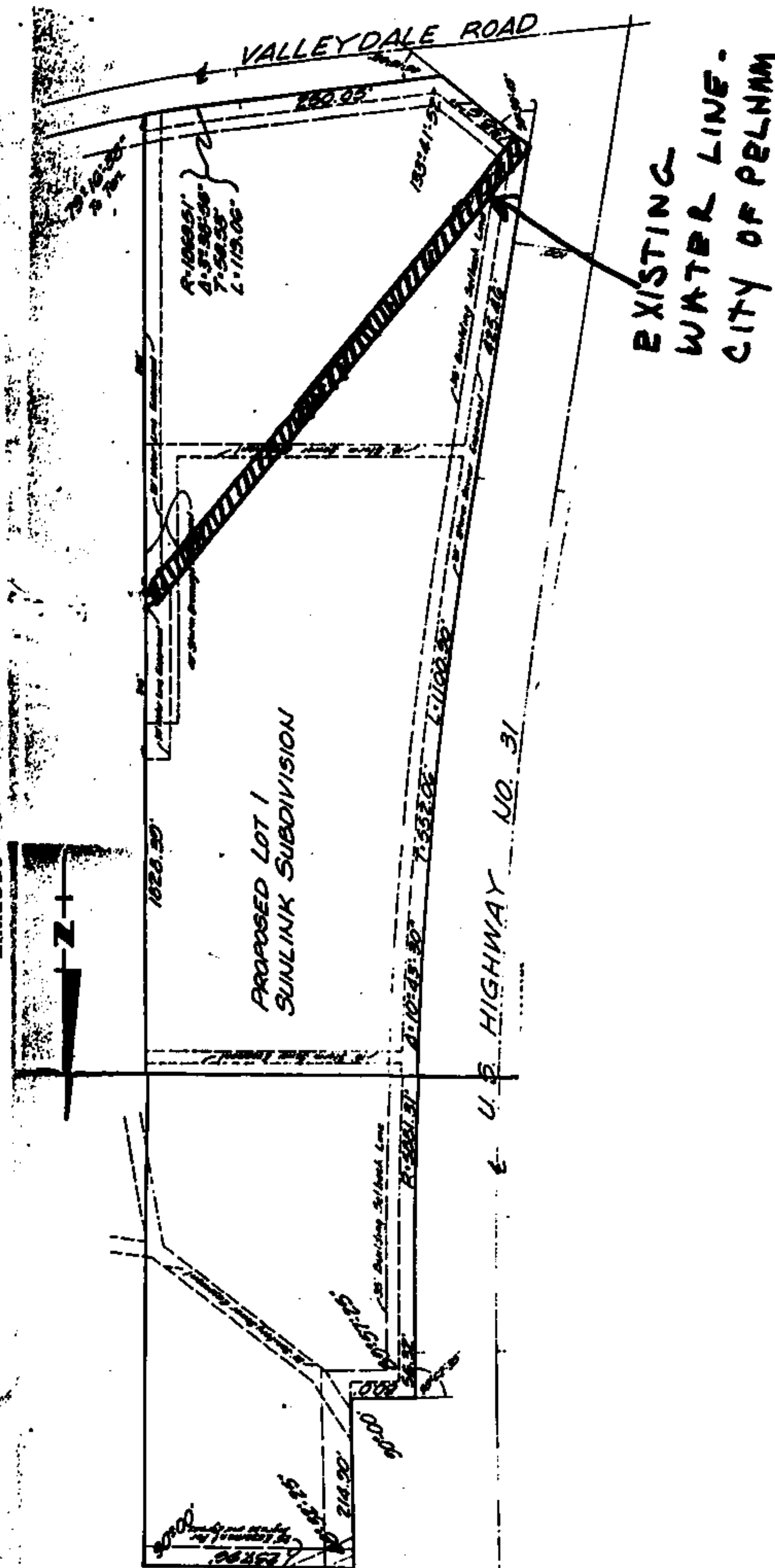
MAR 29, 1990 11:12AM #382 P.07

EXHIBIT "B"

Lot 2, according to the survey of Sunlink Subdivision, as recorded in Map Book 14, Page 25, in the Probate Office of Shelby County, Alabama, subject to all easements reflected on said survey.

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**EXHIBIT "C"**





FROM: LANGE, SIMPSON

TO: SUNLINK CORP

MAR 29, 1998 11:12AM #302 P.08

Exhibit "D"

TEMPORARY CONSTRUCTION and GRADING EASEMENT

A 30 foot wide temporary construction easement over and across Lot 2 of proposed Sunlink Subdivision being situated in the N.W. 1/4 of the S.W. 1/4 of Section 30, Township 19 South, Range 2 West, Shelby County, Alabama and being more particularly described by metes and bounds as follows:

Commence at the Northeast corner of the N.W. 1/4 of the S.W. 1/4 of Section 30, Township 19 South, Range 2 West and run West along the North line of said 1/4-1/4 section a distance of 973.22 feet to a point on the Easterly right-of-way line of U. S. Highway No. 31; thence 93 degrees 43' 45" to the left in a Southerly direction along said right-of-way line a distance of 463.65 feet to a point; thence 88 degrees 32' 25" to the left in an Easterly direction a distance of 257.96 feet to the point of beginning, said point being the Northeast corner of said Lot 1; thence 90 degrees 00' to the right in a Southerly direction along the East line of said Lot 1 a distance of 1828.39 feet to a point on the Northwesternly right-of-way line of Valleydale Road, said point being on a curve to the left having a radius of 1869.51 feet; thence 100 degrees 43' 22" to the left (angle measured to tangent) in a Northeasterly direction along the arc of said curve and along said right-of-way line a distance of 30.58 feet to a point on said curve; thence 78 degrees 20' 24" to the left (angle measured to tangent) in a Northerly direction a distance of 1822.45 feet to a point; thence 90 degrees 00' to the left in a Westerly direction a distance of 30.00 feet to the point of beginning.

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

90 APR -2 PM 3:53

*James R. Simpson, Jr.*  
JUDGE OF PROBATE

1. Deed Tax	—	—	50
2. Mtg. Tax	—	—	—
3. Recording Fee	—	—	50.00
4. Indexing Fee	—	—	3.00
5. No Tax Fee	—	—	—
6. Certified Fee	—	—	1.00
Total	—	—	24.50