

DECLARATION OF SLOPE AND DRAINAGE EASEMENT

THIS DECLARATION OF SLOPE AND DRAINAGE EASEMENT (hereinafter referred to as "Declaration") is made and entered into as of the 5 day of Jan, 1996 by INVERNESS FAMILY MEDICAL CENTERS, LTD. an Alabama limited partnership (hereinafter referred to as "Declarant") and MRS. A. H. GREEN, an individual and owner of the Green Lot (the "owner of the Green Lot").

WITNESSETH:

WHEREAS, Declarant is currently the fee simple title owner of that certain tract of land located in Shelby County, Alabama, which is described on Exhibit A attached hereto and incorporated herein by reference (the "IFMC Property");

WHEREAS, Declarant has agreed to establish that certain easement on the IFMC Property for the benefit of that certain property described on Exhibit "B" which shall be used as a parking lot (the "Green Lot") in consideration of Ten and No/100 Dollars (\$10.00) and the grant of various easements by the owner of the Green Lot. The easement conveyed herein shall be over and across the property described on Exhibit C, attached hereto and incorporated herein by reference, and hereinafter referred to as the "Easement Property"; and

WHEREAS, Declarant expressly intends that the Easement shall constitute a covenant running with the land and shall inure to the benefit of the owner of the Green Lot, her successors and assigns.

NOW, THEREFORE, for and in consideration of the foregoing Recitals, Declarant hereby covenants, agrees and declares as follows:

1. **TEMPORARY CONSTRUCTION EASEMENT.** Declarant does hereby declare, grant and establish, for the benefit of the Green Lot, a temporary construction easement appurtenant to the Green Lot over the Easement Property, for the purpose of filling, installing and constructing a slope and headwall to support a parking lot on the Green Lot as shown on the Grading Plan dated May 22, 1995 prepared by Miller, Triplett and Miller Engineers, Inc. which is attached hereto as Exhibit "D" and incorporated herein by reference. This temporary construction easement shall automatically expire on October 1, 1995. The owner of the Green Lot, or its designees

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shall, and hereby agrees that they will, at their sole expense, promptly after said construction, restore the surface of the area disturbed in said construction. Such surface restoration shall include, without limitation, revegetation of the area, cleaning all debris and otherwise complying with all applicable federal, state and local laws and the rules and regulations of any governmental authority or agency having jurisdiction thereover, including but not limited to, the Alabama Department of Environmental Management, the Alabama Department of Conservation and Natural Resources and the Alabama Department of Transportation. The restoration required under this Agreement shall be as reasonably required by Declarant. Upon completion, a certificate of completion shall be delivered to Declarant.

2. **SLOPE AND DRAINAGE EASEMENT.** Declarant does hereby declare, grant and establish over the Easement Property for the benefit of the Green Lot an easement appurtenant to the Green Lot for the purpose of maintaining, repairing, replacing and renewing a slope to support the parking lot on the Green Lot shown on the Grading Plan (the "Slope Easement"). Declarant does hereby declare, grant and establish over the Easement Property for the benefit of the Green Lot an easement appurtenant to the Green Lot for the purpose of installing, constructing, maintaining and operating as well as the right for storm water drainage through the Dissipater Headwall onto the Easement Property (the "Drainage Easement"). Both easement shall be located on the Easement Property. Declarant shall be allowed to terminate said slope easement at any time by filling the IFMC Property so that it is raised to an elevation substantially the same as the Green Lot; and said easement shall cease at such time as the area within the IFMC Property has been so filled.

3. **MAINTENANCE OF EASEMENT PROPERTY.** The owner of the Green Lot and her successors, assigns, tenants on other users, hereby agree to maintain and repair all improvements, shrubbery, landscaping and slope on the Easement Property at their sole cost and expense. The owner of the Green Lot hereby agrees, through herself or any tenant or other user of the Green Lot, to be responsible for all maintenance and improvement to the Easement Property. The owner of the Green Lot does hereby indemnify and agree to hold Declarant harmless from any liens, claims, damages or encumbrances on the IFMC Property caused or incurred by such owner or her designees, tenants, contractors, licensees or invitees.

4. **COVENANT RUNNING WITH THE LAND.** The Easements hereby granted shall be easements running with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successors and assigns, including, without limitation, all subsequent owners of the IFMC Property and the Green Lot and all persons claiming under them.

5. **PRIVATE EASEMENT.** The easements, rights and covenants established, created and granted in this instrument are for the benefit of the parties hereto and shall not be construed as creating any rights in the public.

6. **COST OF CONSTRUCTION.** Unless otherwise agreed in writing, the cost of construction, installation and building of the improvements on the Easement Property shall be borne by the owner of the Green Lot or her designees, tenants or contractors. All construction and building shall be done in accordance with all applicable laws, ordinances and regulations. The owner of the Green Lot hereby agrees that no lien shall be permitted to attach to the IFMC Property during any maintenance or repair of the Easement or the improvements thereon by the owner of the Green Lot or her designees, tenants or contractors. In the event such a lien is filed, based upon work performed by the owner of the Green Lot or her designees, tenants or contractors, the owner of the Green Lot shall immediately pay to have the same removed.

7. **REASONABLE USE.** The parties agree that the easement rights created pursuant to this agreement will be exercised in a reasonable manner which is calculated to minimize any interference with the conduct of business on any of the properties referred to herein.

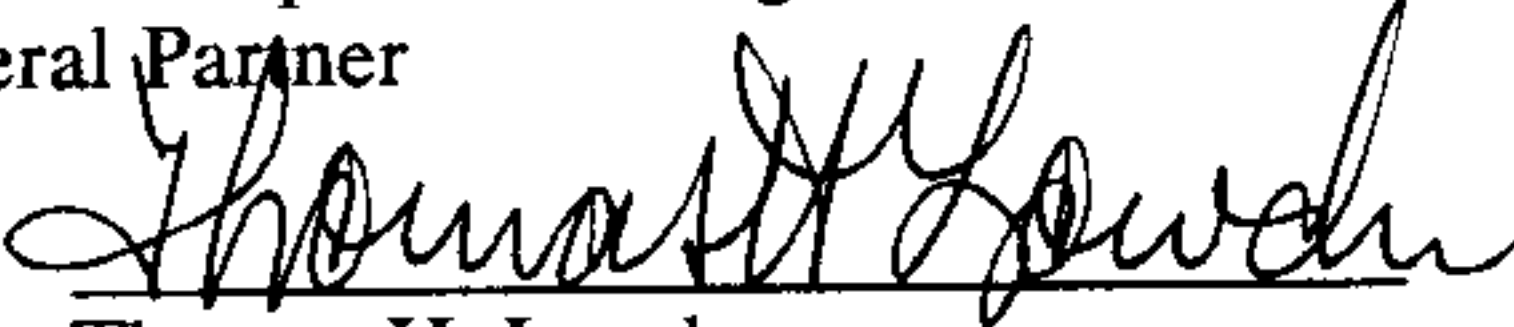
8. **LIMITATION OF LIABILITY AND RESPONSIBILITY.** Declarant understands and agrees that Mrs. Green will lease the Green Lot to Superior Bar & Grill, Inc. and in connection with such lease, her rights and obligations under the Declaration will be assigned and delegated to the tenant. Accordingly, Declarant agrees that Mrs. Green or the owner of the Green Lot shall not be responsible or liable for any of the obligations and responsibilities of the owner of the Green Lot so long as the Green Lot is leased and the tenant has agreed to perform the responsibilities and obligations of the owner of the Green Lot herein contained.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be properly executed on this 5 day of JAN., 1996

DECLARANT:

INVERNESS FAMILY MEDICAL CENTERS, LTD.

By: Colonial Properties Management Association
Its: General Partner

By: 
Thomas H. Lowder
Its: General Partner

ACKNOWLEDGED AND AGREED:

Mrs A. H. Green
MRS. A. H. GREEN

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State hereby certify that Thomas H. Lowder, whose name as General Partner of Colonial Properties Management Association, General Partner of Inverness Family Medical Centers, Ltd., is signed to the foregoing Declaration of Slope Easement, and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, he, as such partner and with full authority, executed the same voluntarily for and as the act of said partnership in its capacity as General Partner as aforesaid.

Given under my hand and official seal this 1st day of August, 1995.

James J. Epperson
Notary Public
My Commission Expires: MY COMMISSION EXPIRES JANUARY 15, 1996

STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned, a Notary Public, in and for said County, in said State, do hereby certify that Mrs. A. H. Green, an individual whose name is signed to the foregoing Declaration of Slope Easement, 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 the 1th day of August, 1995.

Carmen B. Jett
Notary Public
My Commission Expires: MY COMMISSION EXPIRES FEBRUARY 11, 1998

EXHIBIT A

IFMC PROPERTY

Lot 3A, being a resurvey of Lot 3 of Lots 1, 2, and 3 of Colonial Properties Subdivision as recorded in Map Book 10, Page 8, Probate Court for Shelby County, Alabama.

EXHIBIT B

DESCRIPTION OF PROPERTY SURVEYED AND SHOWN HEREON:

PARCEL 1: BEING A PART OF THE S.W. 1/4 OF THE N.E. 1/4 OF SECTION 36, TOWNSHIP 18 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 18 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA, AND RUN WEST ALONG THE SOUTH LINE OF SAID 1/4 SECTION A DISTANCE OF 1,020.17 FEET; THENCE TURN AN ANGLE TO THE LEFT OF 62°-50'-45" AND RUN SOUTHWESTERLY FOR 54.50 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 280, SAID POINT BEING ON A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 5,639.58 FEET AND SUBTENDING A CENTRAL ANGLE OF 03°-18'-10"; THENCE TURN AN ANGLE TO THE RIGHT OF 91°-16'-35" TO BECOME TANGENT WITH SAID CURVE; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 280 FOR 325.08 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 280 AND THE NORTHERLY RIGHT OF WAY LINE OF GREENHILL PARKWAY, AS RECORDED IN REAL BOOK 066, PAGE 146, SHELBY COUNTY, ALABAMA; SAID POINT IS ALSO THE BEGINNING OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 5,639.58 FEET AND SUBTENDING A CENTRAL ANGLE OF 00°-45'-06"; THENCE RUN ALONG THE ARC OF SAID CURVE AND ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 280 FOR 73.99 FEET TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF PROPERTY RECORDED IN REAL BOOK 051, PAGE 40, SHELBY COUNTY, ALABAMA; THENCE TURN AN ANGLE TO THE RIGHT OF 108°-02'-17" FROM THE TANGENT OF SAID CURVE AND RUN NORTHEASTERLY FOR 456.71 FEET TO A POINT, SAID POINT BEING THE SOUTHEASTERLY CORNER OF LOT 3, COLONIAL PROPERTIES SUBDIVISION, AS RECORDED IN MAP BOOK 8, PAGE 138, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA; THENCE TURN AN ANGLE TO THE RIGHT OF 90°-08'-24" AND RUN SOUTHEASTERLY FOR 104.88 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID GREENHILL PARKWAY, SAID POINT BEING ON A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 870.14 FEET AND SUBTENDING A CENTRAL ANGLE OF 11°-13'-50"; THENCE TURN AN ANGLE TO THE RIGHT OF 104°-25'-36" TO BECOME TANGENT TO SAID CURVE; THENCE RUN ALONG THE ARC OF SAID CURVE AND ALONG SAID GREENHILL PARKWAY RIGHT OF WAY FOR 131.36 FEET TO THE END OF SAID CURVE; THENCE TURN AN ANGLE TO THE RIGHT OF 90°-00'-00" FROM TANGENT OF SAID CURVE AND RUN NORTHWESTERLY FOR 15.00 FEET ALONG SAID GREENHILL PARKWAY RIGHT OF WAY TO A POINT; THENCE TURN AN ANGLE TO THE LEFT OF 90°-00'-00" AND RUN SOUTHWESTERLY ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID GREENHILL PARKWAY FOR 179.92 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 422.57 FEET AND SUBTENDING A CENTRAL ANGLE OF 17°-23'-48"; THENCE RUN ALONG THE ARC OF SAID CURVE AND THE NORTHERLY RIGHT OF WAY LINE OF SAID GREENHILL PARKWAY FOR 128.30 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 32,078.16 SQUARE FEET; MORE OR LESS, OR 0.74 ACRES, MORE OR LESS.

EXHIBIT C

EASEMENT PROPERTY

A strip of land forty feet in width along the northeasterly boundary line (i.e., the northeasterly 40 feet) of the IFMC Property (the IFMC Property being more particularly described in Exhibit A to this Declaration of Slope and Drainage Easement), said boundary line being the common line with a portion of the northwesterly boundary line of the Green Lot (the Green Lot being more particularly described in Exhibit B to this Declaration of Slope and Drainage Easement). After construction of the improvements on the Green Lot in accordance with Exhibit D, the owner of the Green Lot shall amend this Exhibit C to release any portion of the Easement Property herein described, and thereafter the Easement Property shall only cover and include the portion of the property described in this Exhibit C which is not released.

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see Exhibit Map Book 20 Page 116

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