

STATE OF ALABAMA)
(COUNTY OF SHELBY)

EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation, doing business as Inverness ("Grantor") for and in consideration of TEN & NO /100 DOLLARS (\$10.00) and other considerations received from Bellsouth Telecommunications, Inc., a Georgia corporation ("Grantee"), the receipt and sufficiency of which are hereby acknowledged by Grantor, and in consideration of the covenants and agreements of the Grantee hereinafter set forth, does hereby grant and convey to Grantee, upon the conditions and subject to the limitations herein set forth, an easement ("Easement") in, through, under and upon that portion of the real property ("Property") described on Exhibit "A" in the City of Hoover, Shelby County, Alabama, and up to, but not into, those certain Buildings known as 10, 22, 31, 40, 42, 44, and 104 Inverness Center ("Buildings") the approximate location of which Easement is shown shaded or cross-hatched on Exhibit "B." The Easement is to be utilized only to construct, operate, maintain, add, and/or remove such underground systems of telecommunication facilities and related items consisting of wires, cables, and equipment, ~~listed on Exhibit "C"~~ together with the right to keep the wires, cables, and other items free of any obstructions which would interfere with the use, maintenance, or operation of such equipment and items, and for no other purpose.

Grantor reserves to itself, its heirs, legal representatives, successors, assigns, tenants and others claiming under or through Grantor, as the case may be, the unrestricted use of the Easement, subject only to the rights of the Grantee as herein set forth. Grantor, its heirs, legal representatives, successors, assigns, tenants, and other claiming under or through Grantor shall not cause any interference with Grantee's enjoyment of the rights granted herein.

TO HAVE AND TO HOLD the Easement unto said Grantee, its successors and assigns.

The Easement is granted upon the express condition that the Grantee shall, and the Grantee by the acceptance of the grant hereby, does covenant and agree as follows:

1. Grantee, its successors, assigns, agents, servants, employees shall have the right and authority to enter upon the Easement only for the limited purpose set forth above and for no other purpose: provided, however, that Grantee shall and hereby agrees that it will, at its sole expense, promptly restore the Easement to as near to the original condition as possible after any such construction, maintenance, addition or replacement of said telecommunication facilities.
2. Grantee shall, upon the receipt of written notice from Grantor, its heirs, legal representatives, successors, or assigns, as the case may be, move and relocate any or all or any part of its underground telecommunication facilities on the Easement to another location. All relocation costs will be the sole responsibility of Grantee. Grantee agrees to commence relocation within sixty (60) days after the date receipt such written notice and to complete all work involved in such relocation within one hundred and twenty (120) days of said date. In no other event may Grantee relocate its telecommunications facilities.
3. 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 the granting of the Easement or by reason of the negligent installation, operation, maintenance, or use of said telecommunication facilities by Grantee, its successors, assigns, agents, or employees upon or adjacent to the Easement; provided, however, nothing contained in this paragraph shall be construed to mean that Grantee will protect, defend, hold harmless, and indemnify

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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 its own sole gross negligence.

4. In the event Grantee removes its telecommunication facilities from the Easement or no longer requires the use of all or any portion of the Easement herein granted, Grantee, upon written notice from Grantor, shall execute a written instrument in recordable form releasing the Easement of such rights herein granted or such part hereof which Grantee no longer requires.

5. Notwithstanding anything hereinabove contained to the contrary, it is expressly understood and agreed by Grantor and Grantee that (i) the Easement Agreement is valid, binding, and enforceable only as it pertains to, and the rights granted herein to Grantee only permit, an underground telecommunication system to service the Buildings and does not include any right to distribute cable and or commercial television to the Property or any other property or the Buildings, (ii) Grantor and its successors and assigns and others claiming through Grantor, and Grantor's agents, guests, and invitees, shall be permitted to use the Easement for purposes which are not inconsistent with said telecommunication facilities, including, without limitation, a paved parking area or road right of way and/or installation of other utilities, (iii) the term of the Easement Agreement is strictly limited to the term of E.P.L.'s lease with Grantor and (iv) the Easement Agreement is not authorization for Grantee to install any telecommunication facilities or fiber-optic distribution facilities in the Buildings or its raceways or risers and such installation is strictly prohibited. Upon the expiration of the term, or earlier termination of this Easement Agreement, unless otherwise requested by Grantor, Grantee will promptly remove all of its telecommunications facilities from the Easement and leave the Easement in substantially the same condition existing as of the date hereof. If the telecommunications facilities remain in the Easement at the expiration or earlier termination of this Easement Agreement, the telecommunications facilities shall be deemed abandoned and shall become the property of Grantor and Grantor may remove and/or dispose of the telecommunications facilities as Grantor deems fit, all at Grantee's cost and expense. Grantee assumes the responsibility for any damage caused during the removal.

6. It is further understood that the Easement as shown in an approximate location on Exhibit "B" is to be utilized by Grantee, is no more than five (5) feet wide and is for telecommunication facilities in order to service tenants in the Buildings. Upon completion of the installation of the wires, cables and equipment, Grantee shall promptly prepare a survey of the Easement location and submit to Grantor in a recordable form. Grantee shall have the right of ingress and egress to said Easement by way of any existing paved roadways, paved areas, or construction roadways across lands owned by Grantor which lie adjacent to said Easement. Grantee shall be responsible for any damage done in using the area outside the Easement for ingress and egress to said Easement. This Easement Agreement is void to extent that portions of the Easement extend into existing public right of ways or onto property not owned by Grantor. No easement is granted by the Grantor across any portions of any property not owned by Grantor.

7. This Agreement is subject to the rights previously granted by Grantor. This Agreement shall be binding upon the parties hereto, their respective heirs, legal representatives, successors, and assigns as the case may be.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the 5th day of March, 1999.

As to METROPOLITAN LIFE
INSURANCE COMPANY

Signed, sealed and delivered in the
presence of:

Sabara Walker

Unofficial Witness

Leslie R. Harris
Notary Public

Notary Public, Fulton County, Georgia
My Commission Expires Jan. 8, 2002

METROPOLITAN LIFE
INSURANCE COMPANY

By:

Title: Vice President

Attest:

Title: Assistant Secretary

Title:

Attest:

As to BELL SOUTH
TELECOMMUNICATIONS, INC.

Signed, sealed and delivered in the
presence of:

Patricia C. McDowell
Unofficial Witness

Patricia C. McDowell
Notary Public

Notary Public, Alabama State at Large
My Commission Expires March 1, 2001

Bonded by State Farm Fire And Casualty Company

BELL SOUTH TELECOMMUNICATIONS
INC.

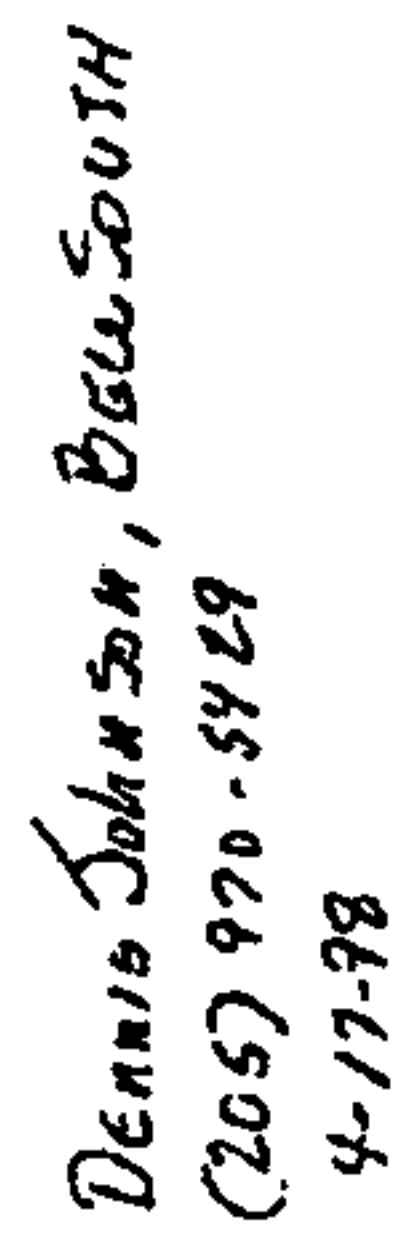
By:

Title:

Attest:

Title:

U.S. 280



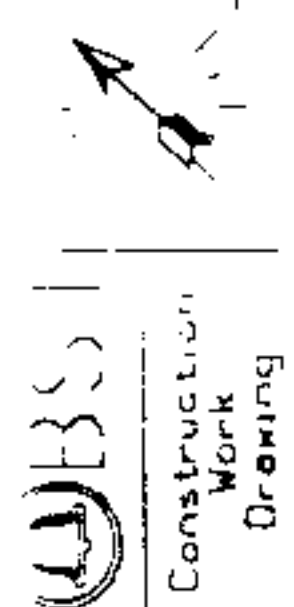
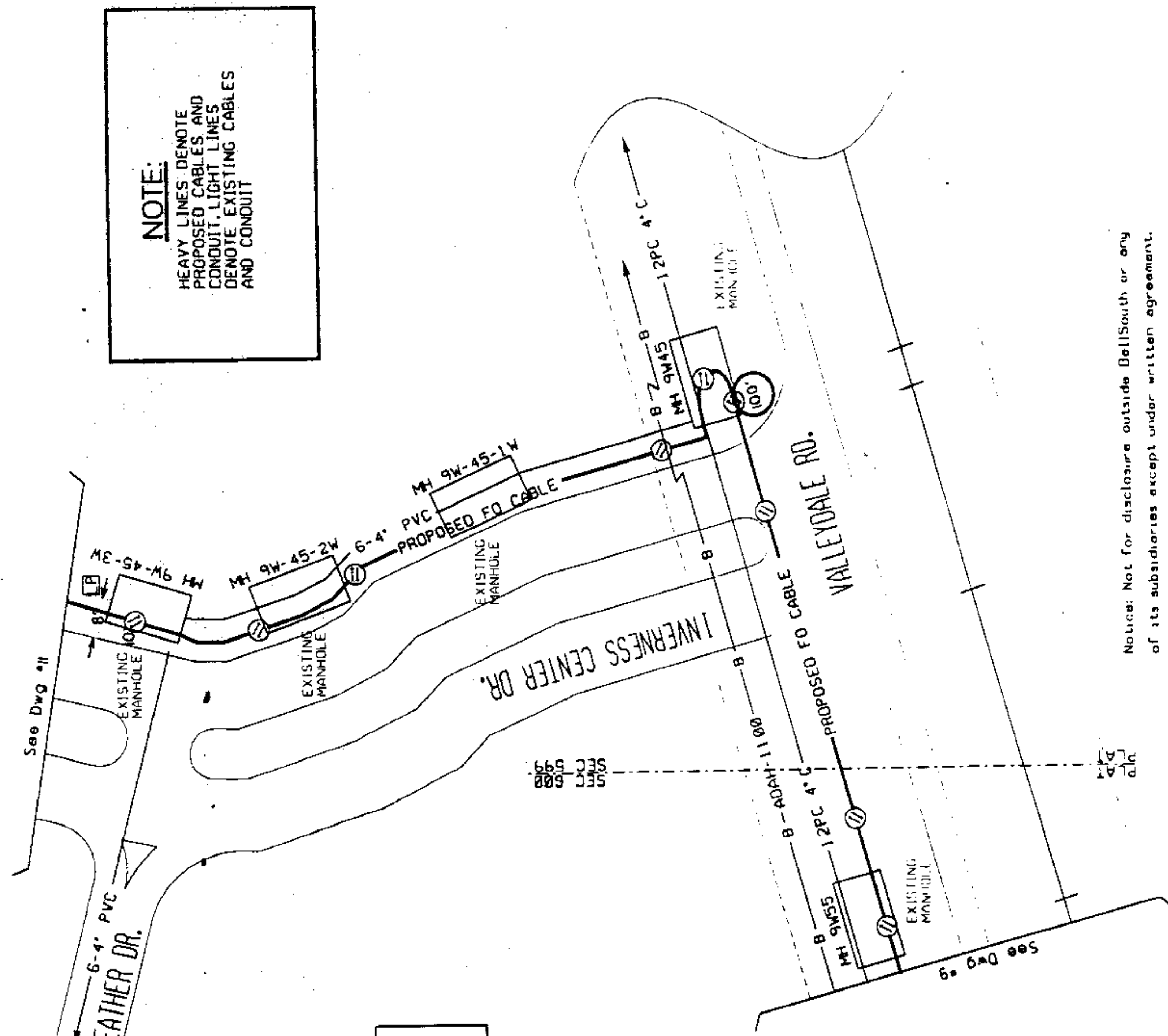
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	State: Alabama District: Birmingham Exchange: OKM Area Code: 938	A.A./oper: TPR For District: 0584 RZ/CZ: 13/09
Designer: KIRBY HARRELL Phone: 968-5547 Records Ref: 2439.2437, 2237	Inverness Center Fiber Ring Job Number: BIC01/56N DWG: 10 21	

EXHIBIT "B"

NOTE:

HEAVY LINES DENOTE
PROPOSED CABLES AND
CONDUIT. LIGHT LINES
DENOTE EXISTING CABLES
AND CONDUIT



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GRANTEE/BELL SOUTHWEST WILL
RESTORE LANDSCAPING TO
ORIGINAL CONDITION OF
THE SATISFACTION OF
GRANTOR/MTLIFE/TAYLOR MATHIS/



Construction
Work
Drawing

PROPRIETARY INFORMATION
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subsidiaries except under written agreement.

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District: Birmingham
Exchange: OKMT
Wire Loc: 98

AA/Type: TPR
Loc District: 05814
R7/C/L: 13/09

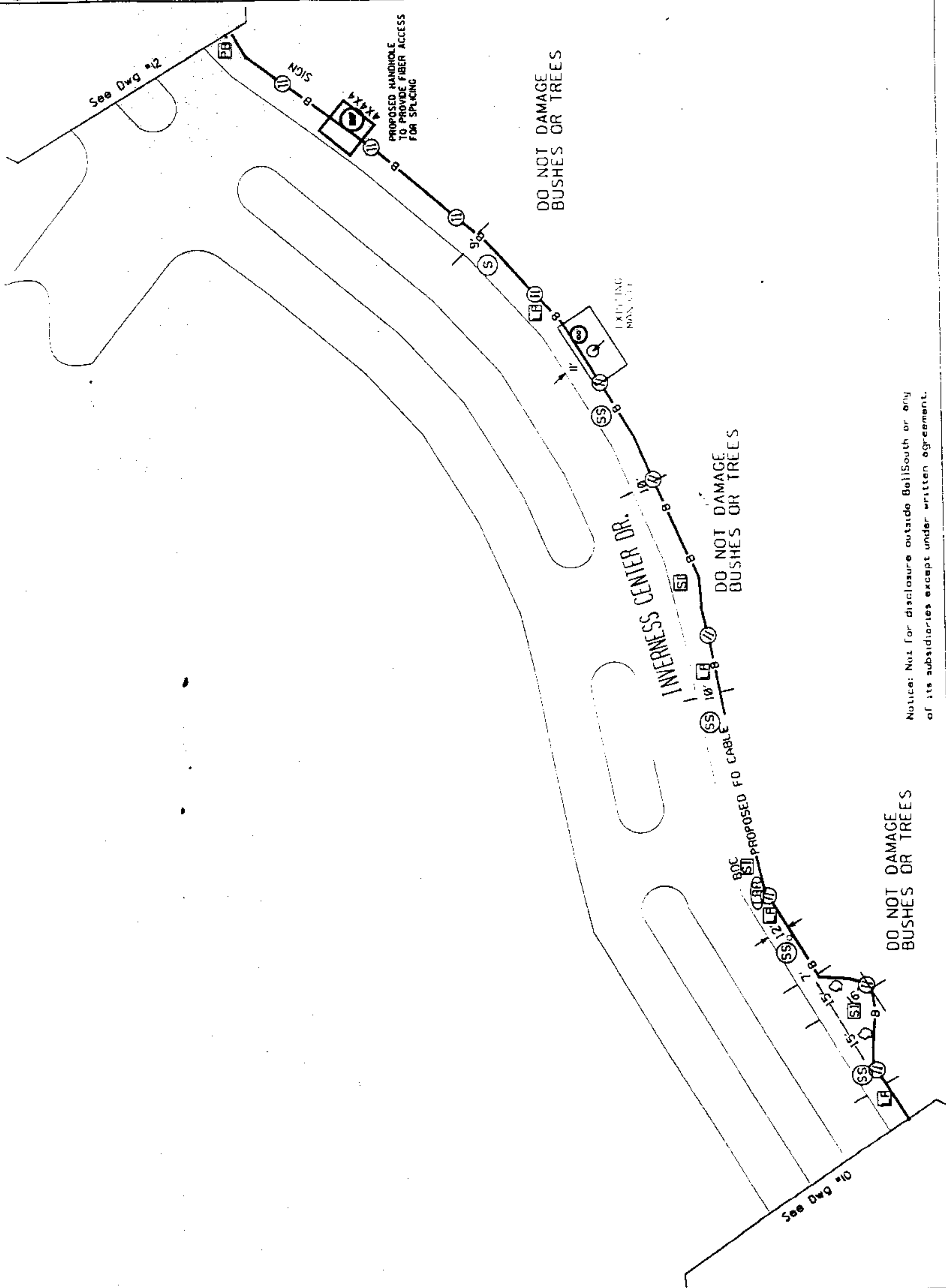
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Phone: 968-5547
Records Ref: 2439-2437, 2237

EXHIBIT "B"

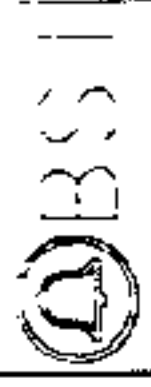
INVERNESS CENTER - FIBER RING

Job No: 81C01756N

Page 11 of 21



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Construction
Work
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PROPRIETARY INFORMATION
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subsidiaries except under written agreement.

State: Alabama
District: Birmingham
Exchange: OKUT
Wire Ctr: 99

AA/Topic: TPR
Tax District: 05B14
AZ/CZ: 13/09

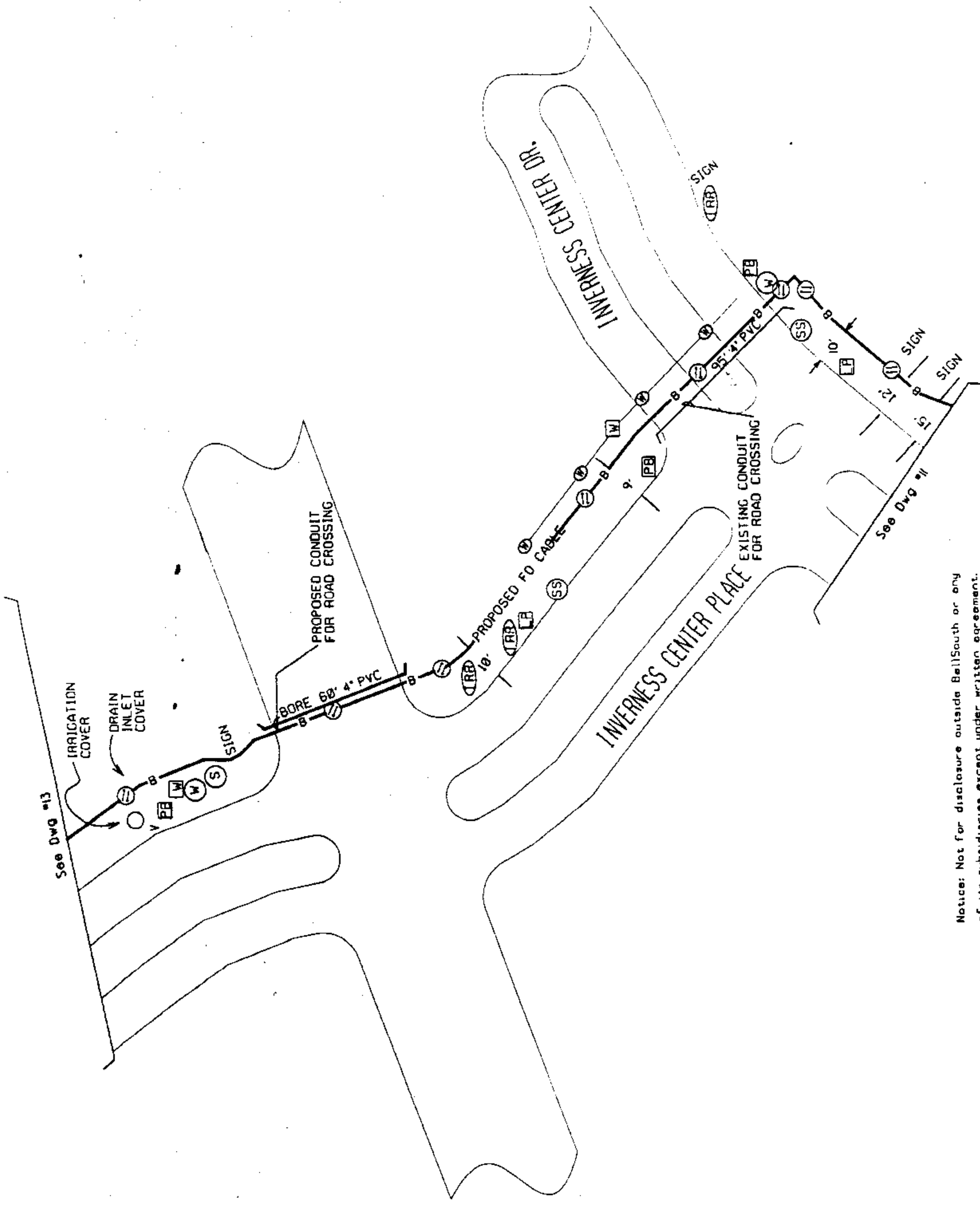
Designer: KIRBY HARRELL
Phone: 968-5547
Records Ref: 2235-2237

EXHIBIT "B"

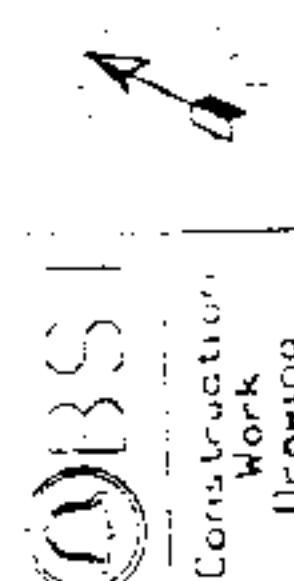
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Job Number: BIC01756N

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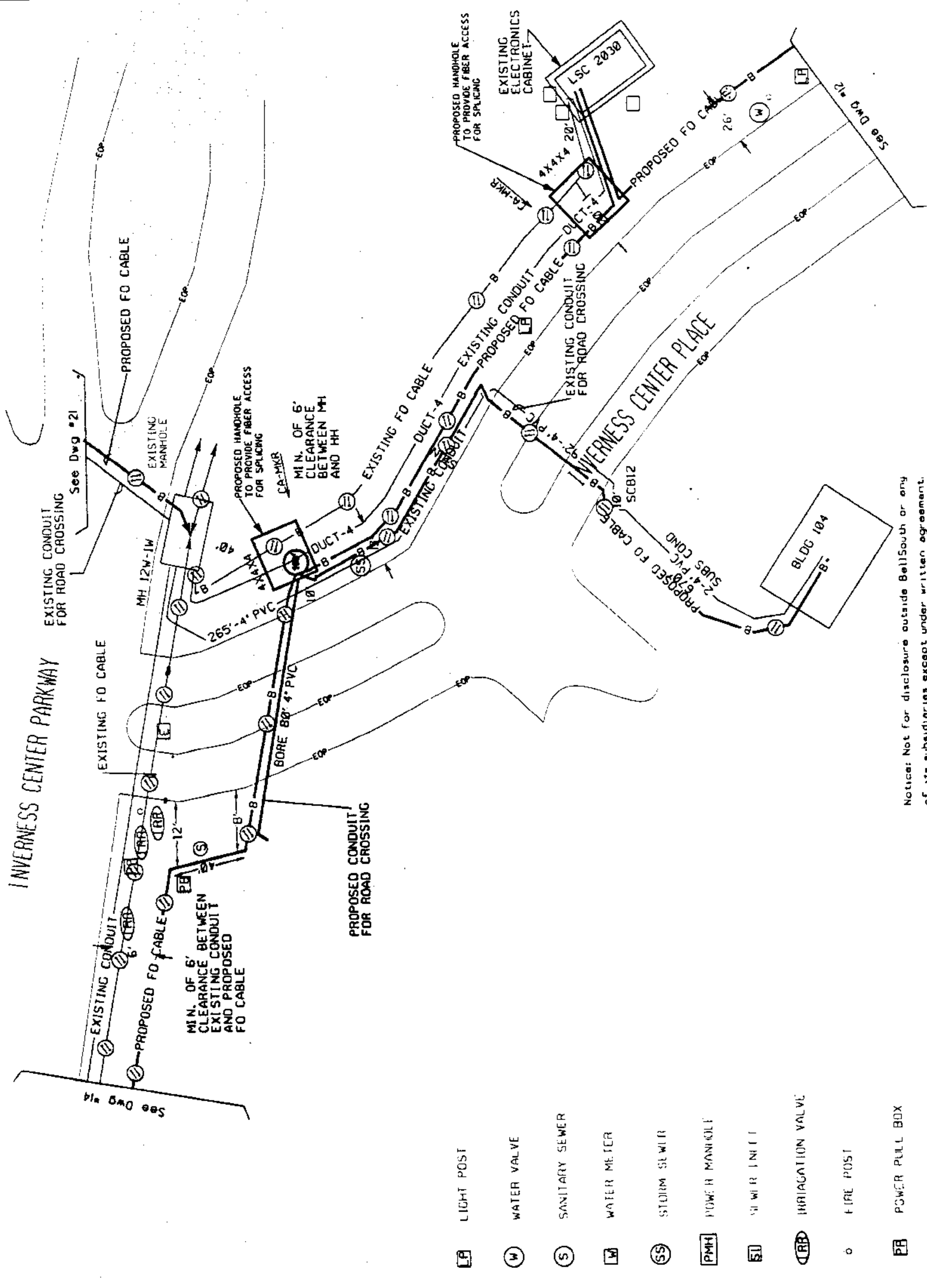
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Not for disclosure outside BellSouth or any of its subsidiaries except under written agreement.

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Area Code: 99

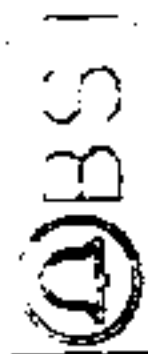
A.A./Owner: TPR
Tax District: 0584
RZ/CZ: 13/09

Designer: KIRBY HARRELL
Phone: 968-5547
Records Ref: 2235-2237
UG1A PLAT 16

INVERNESS CENTER PLACE
INVERNESS CENTER FIBER RING
Job Number: 81C01756N
DWG: 13 21



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PROPRIETARY INFORMATION
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subsidiaries except under written agreement.

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Area Ctr: 99

AA/Leper: TPR
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R/CZ: 13/09

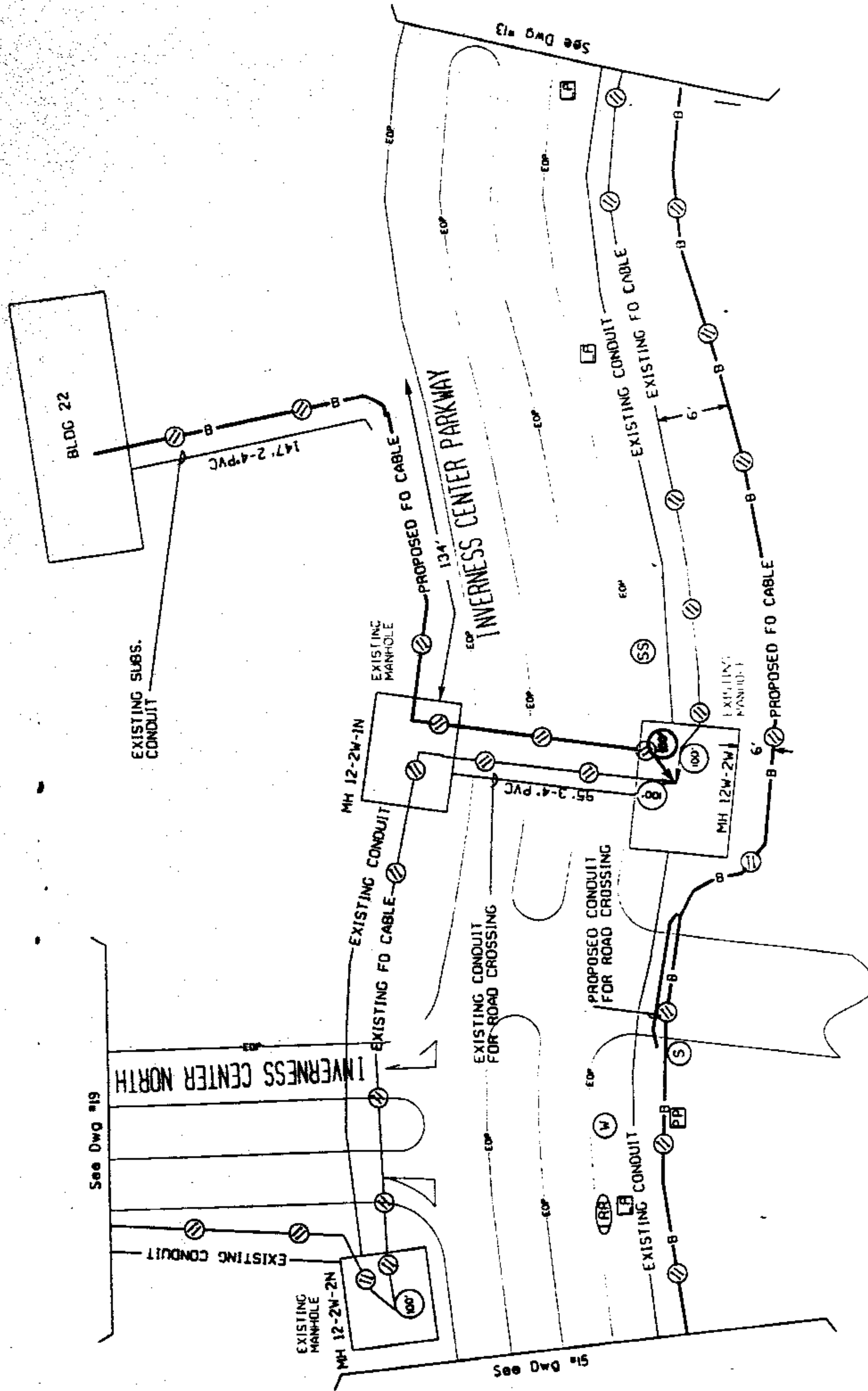
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Phone: 968-5547
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UG1E PLAT 1

EXHIBIT "B"

Job Description:
INVERNESS CENTER FIBER RING

Job Number: 81C01756N

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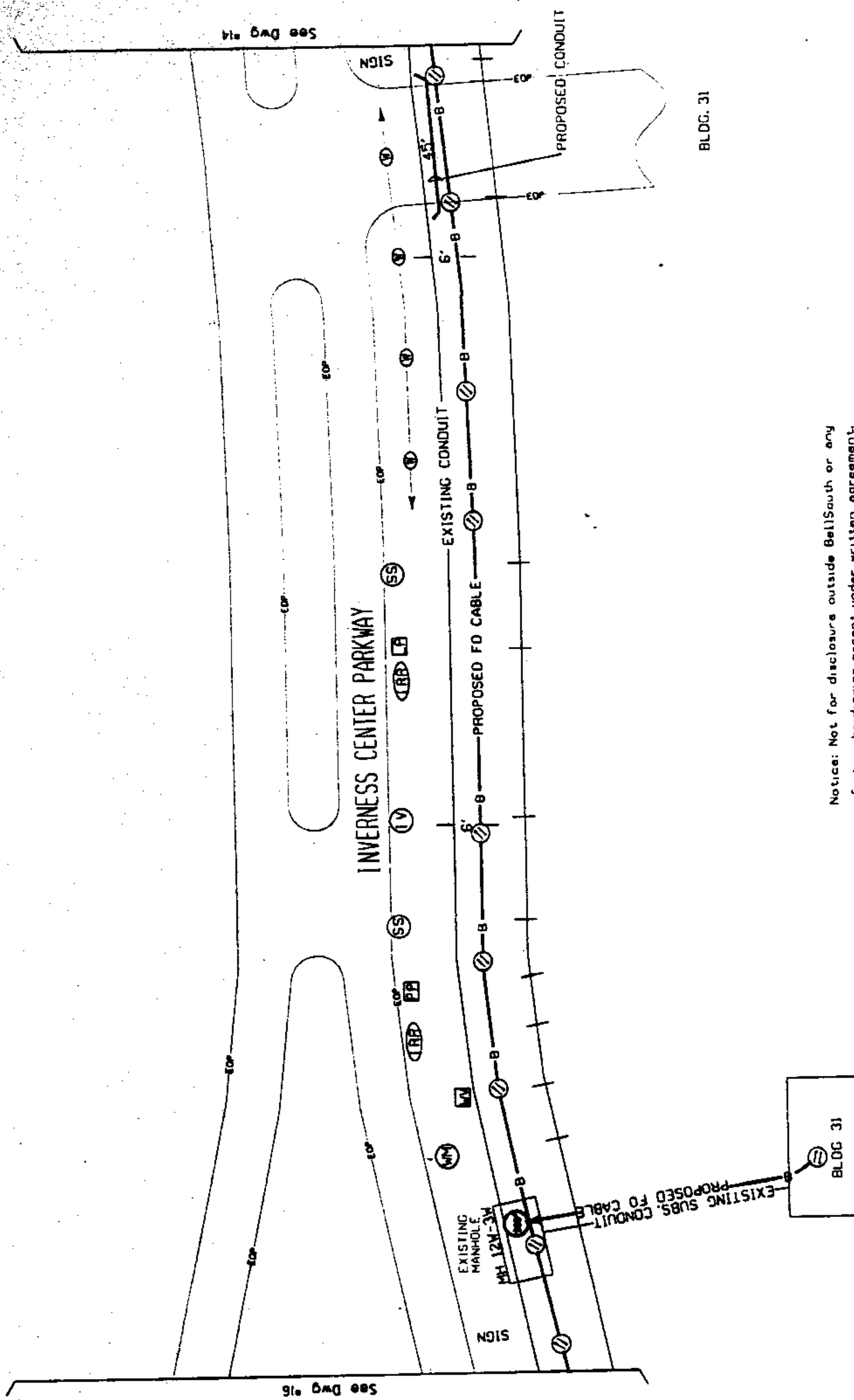
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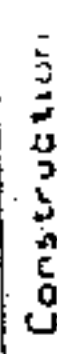
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INVERNESS CENTER-FIHER RING

Job Number: BIC01756N

12 51 7m3



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01-06-01
24-03-01

PROPRIETARY INFORMATION

the two companies. The latter is the only one that is not a subsidiary of the former.

544101 Abstracts

Driver lic: ~~Stratfordham~~

Exchange: Galt

Mr. C. J. ...

Admission: \$1.00

100 Div 124 05814

Donnerstag:

KIRBY HARRELL

Phone: 968-5547

Records Ref:

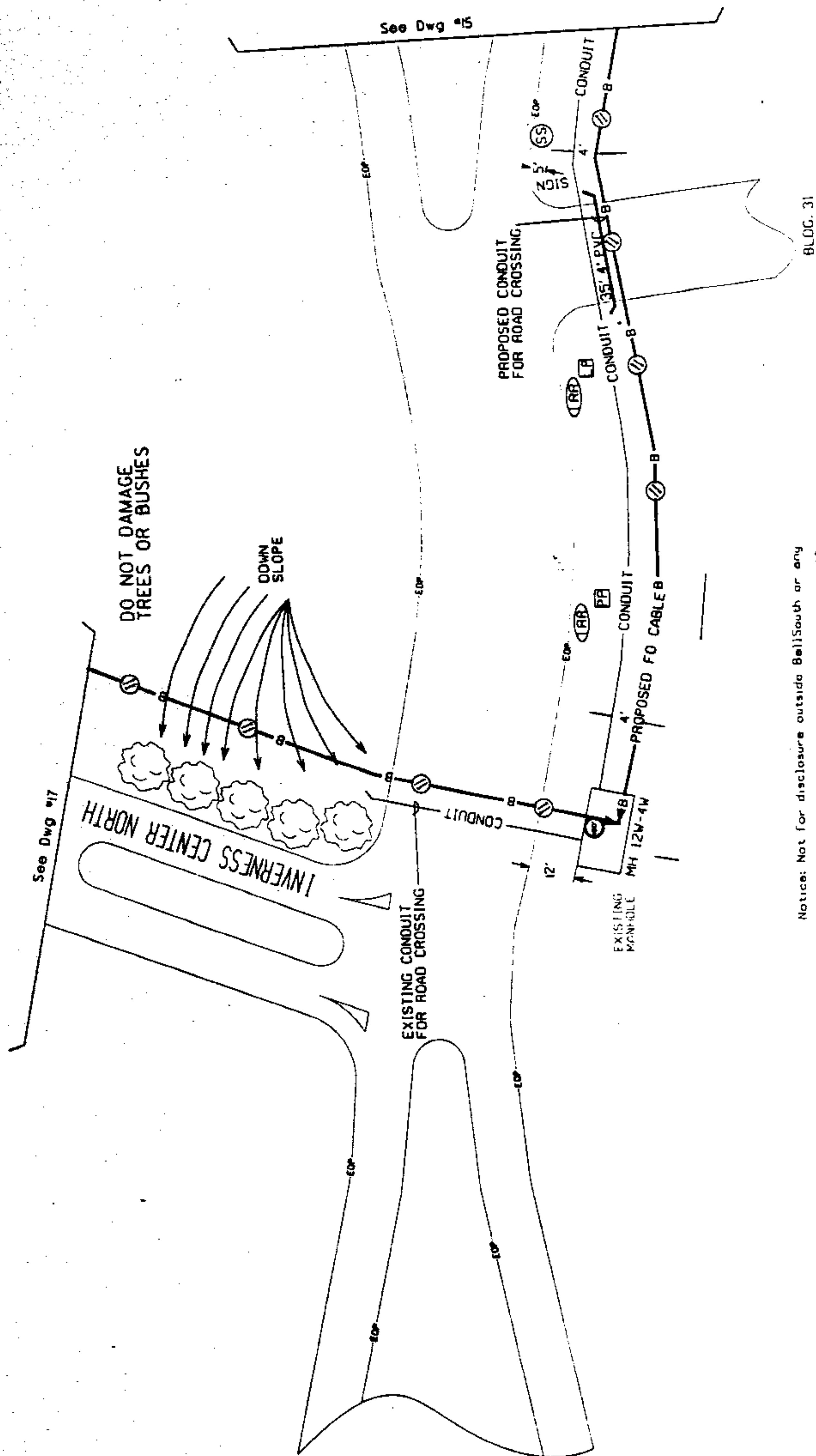
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EXHIBIT "B"

Job Illustration
INVERNESS CENTER-FIBER HING

81C01756N

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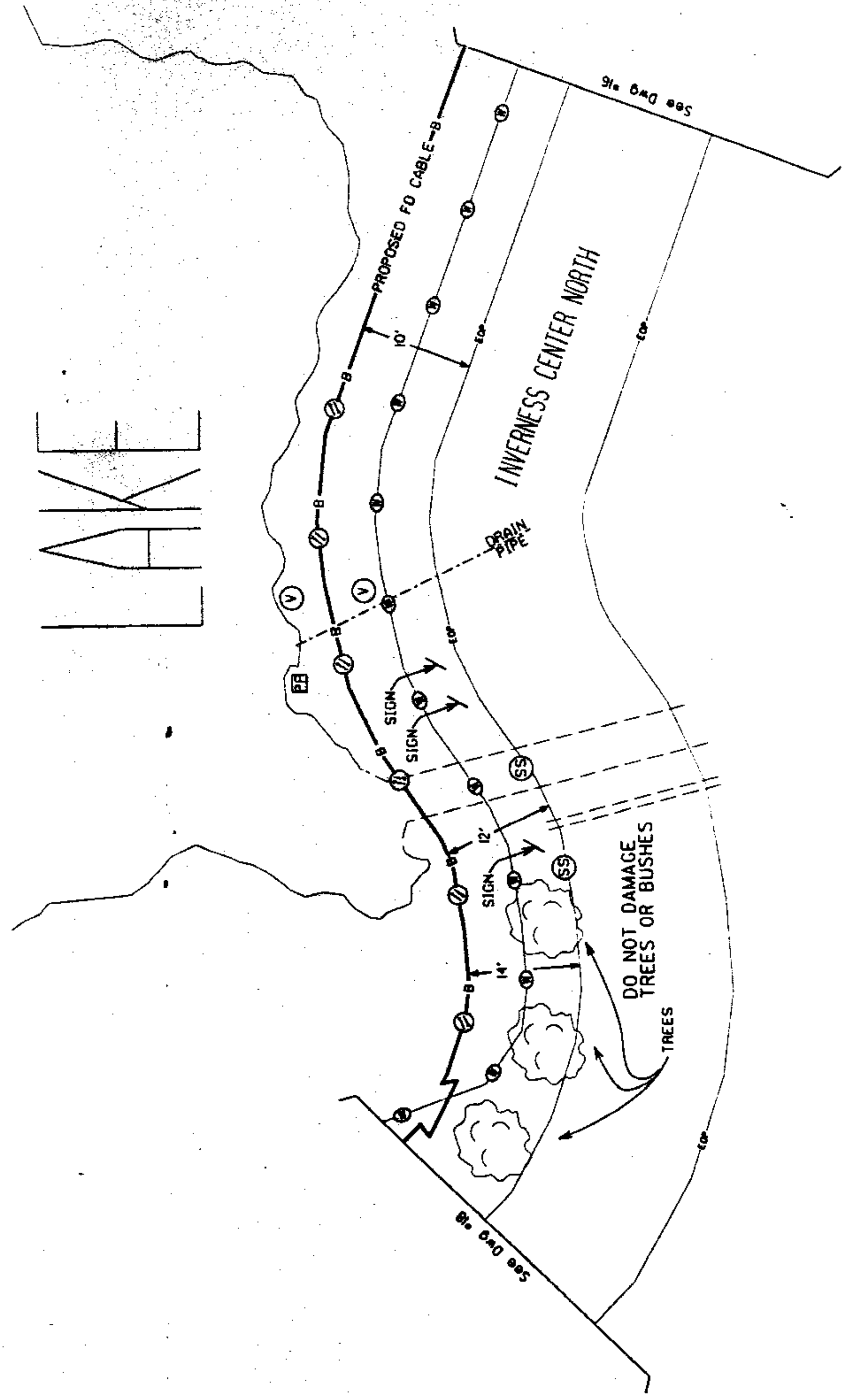
Construction
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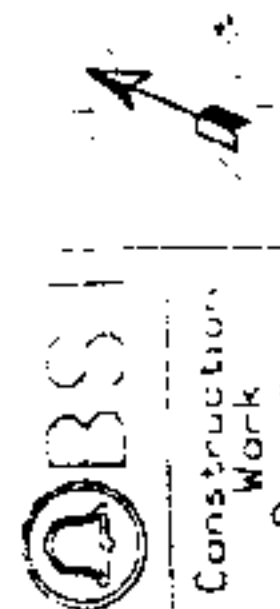
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R.A./Tapers: TPR
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Designers: KIRBY HARRELL
Phone: 968-5547
Records Ref:

EXHIBIT "B"

Job Description:
INVERNESS CENTER-FIBER RING
Job Number: BIC01756N
DW: 17 21



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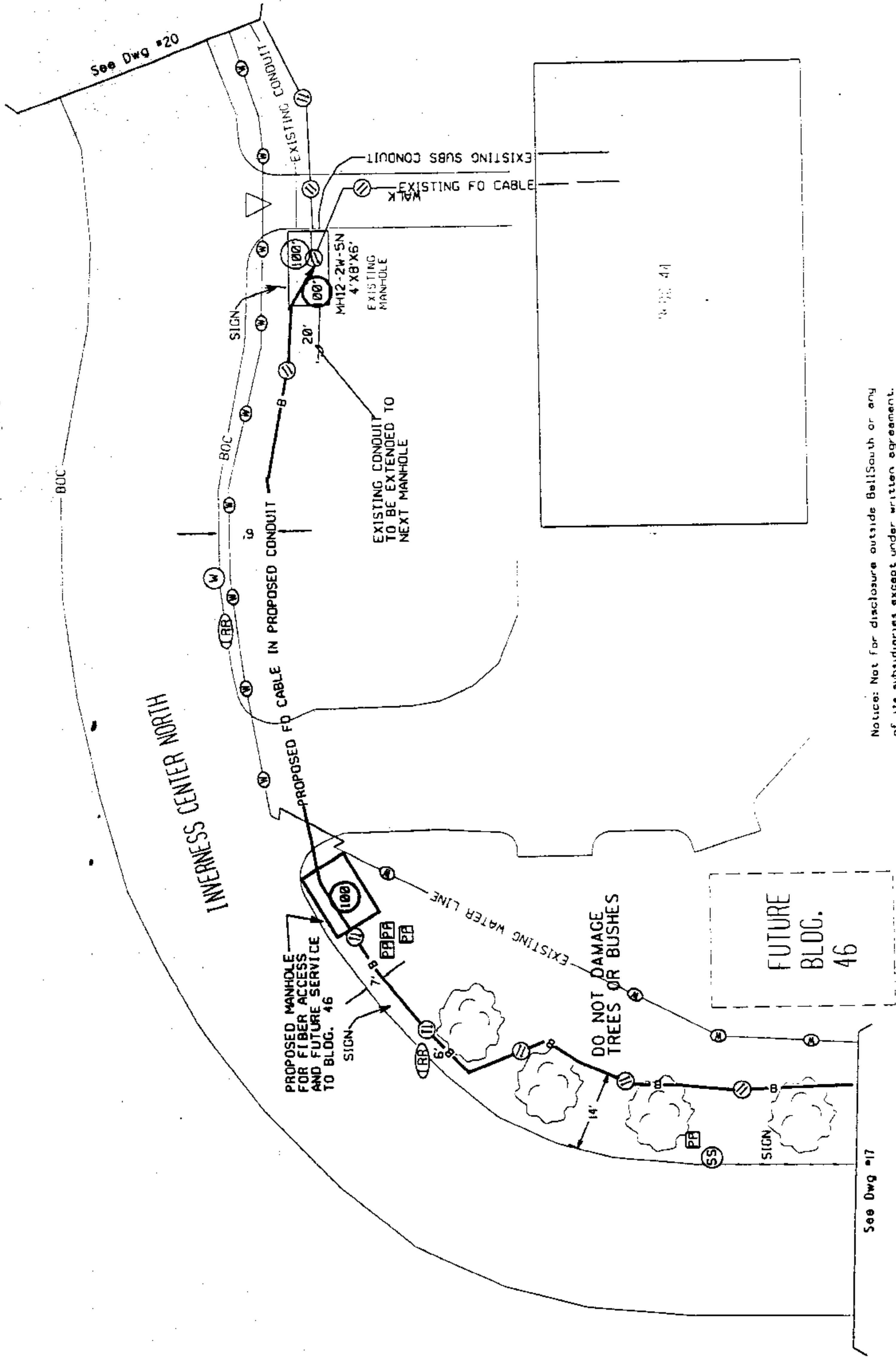
Construction
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PROPRIETARY INFORMATION
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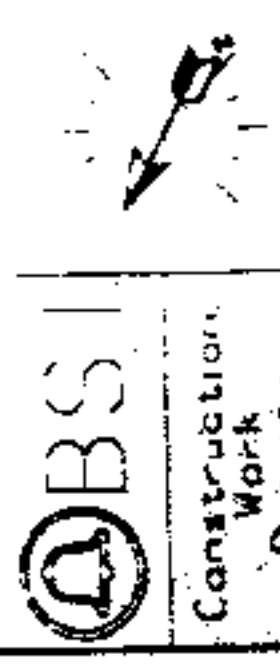
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Job Name: INVERNESS CENTER FIBER RING
Job Number: 81C01756N
Date: 18 21



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See Dwg #17



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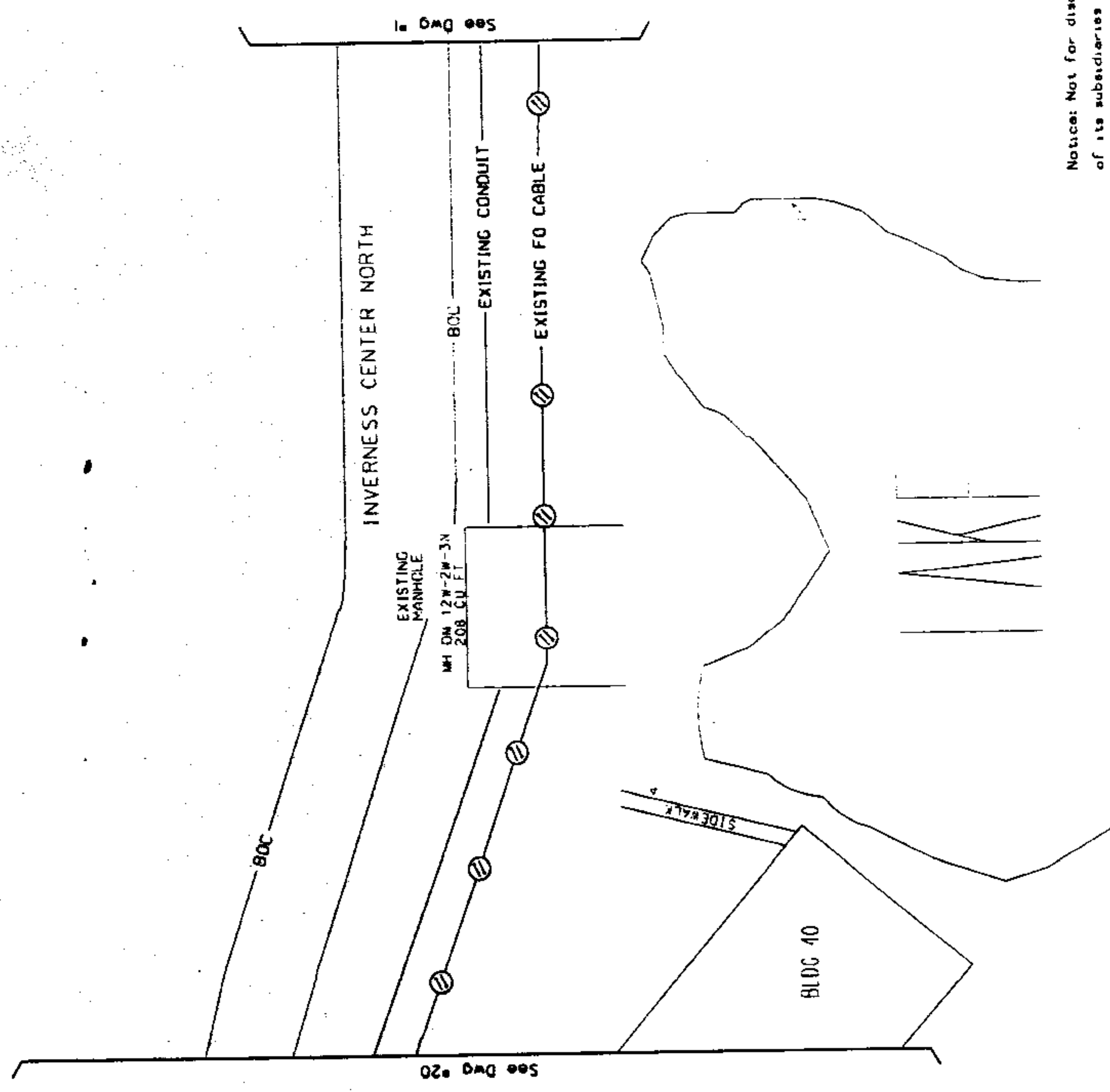
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Phone: 968-5547
Records Ref:

EXHIBIT "B"

Job Name: INVERNESS CENTER-FIBER RING
Job Number: 81C01756N
Date: 19 21



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Construction
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PROPRIETARY INFORMATION
Not for disclosure outside BellSouth or any of its
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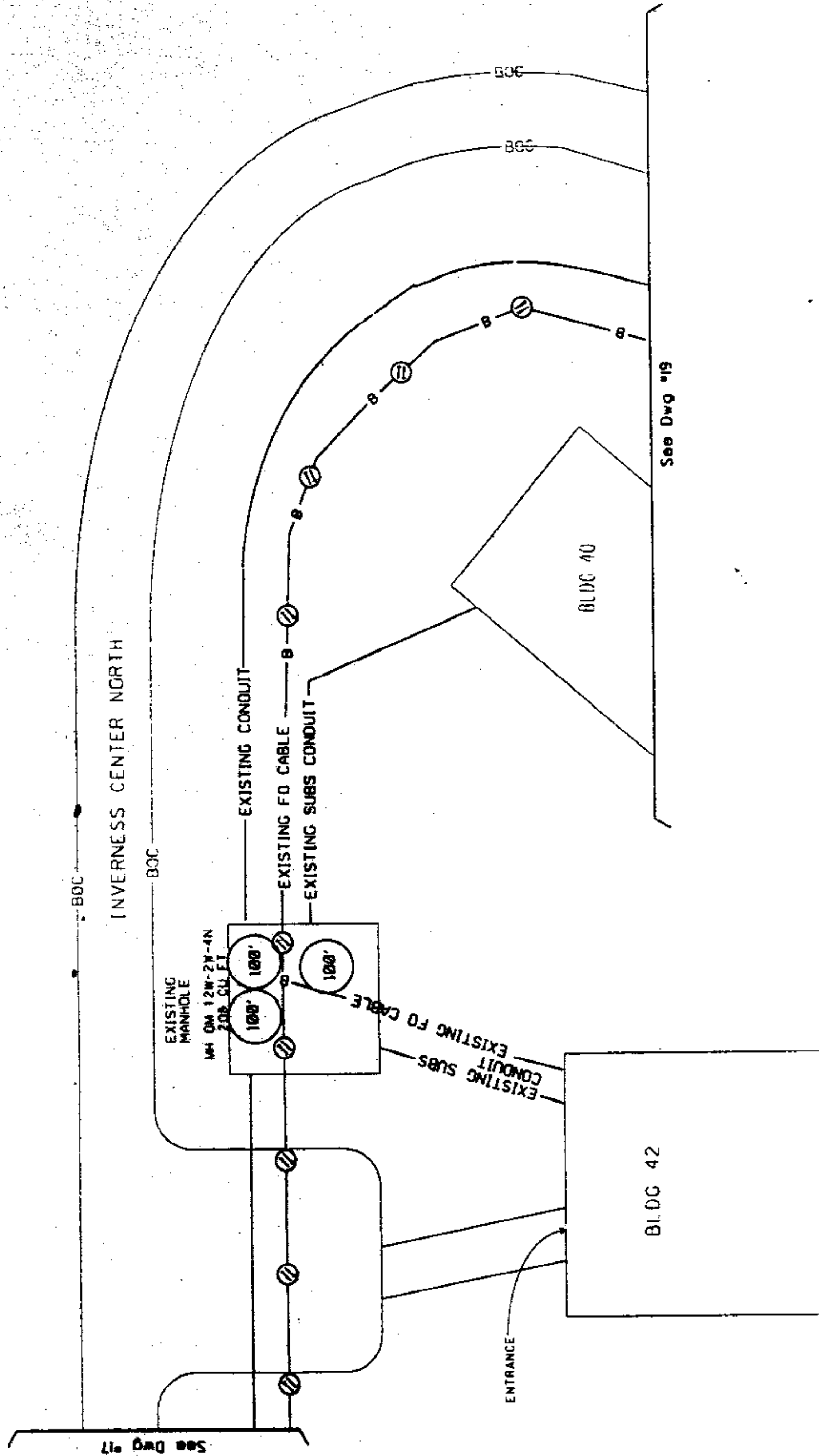
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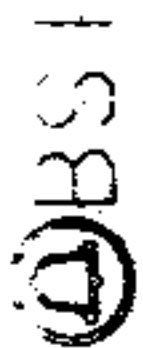
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INVERNESS CENTER-FIBER RING

Job Number: 81C01756N

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Drawing

PROPRIETARY INFORMATION
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State: Alabama
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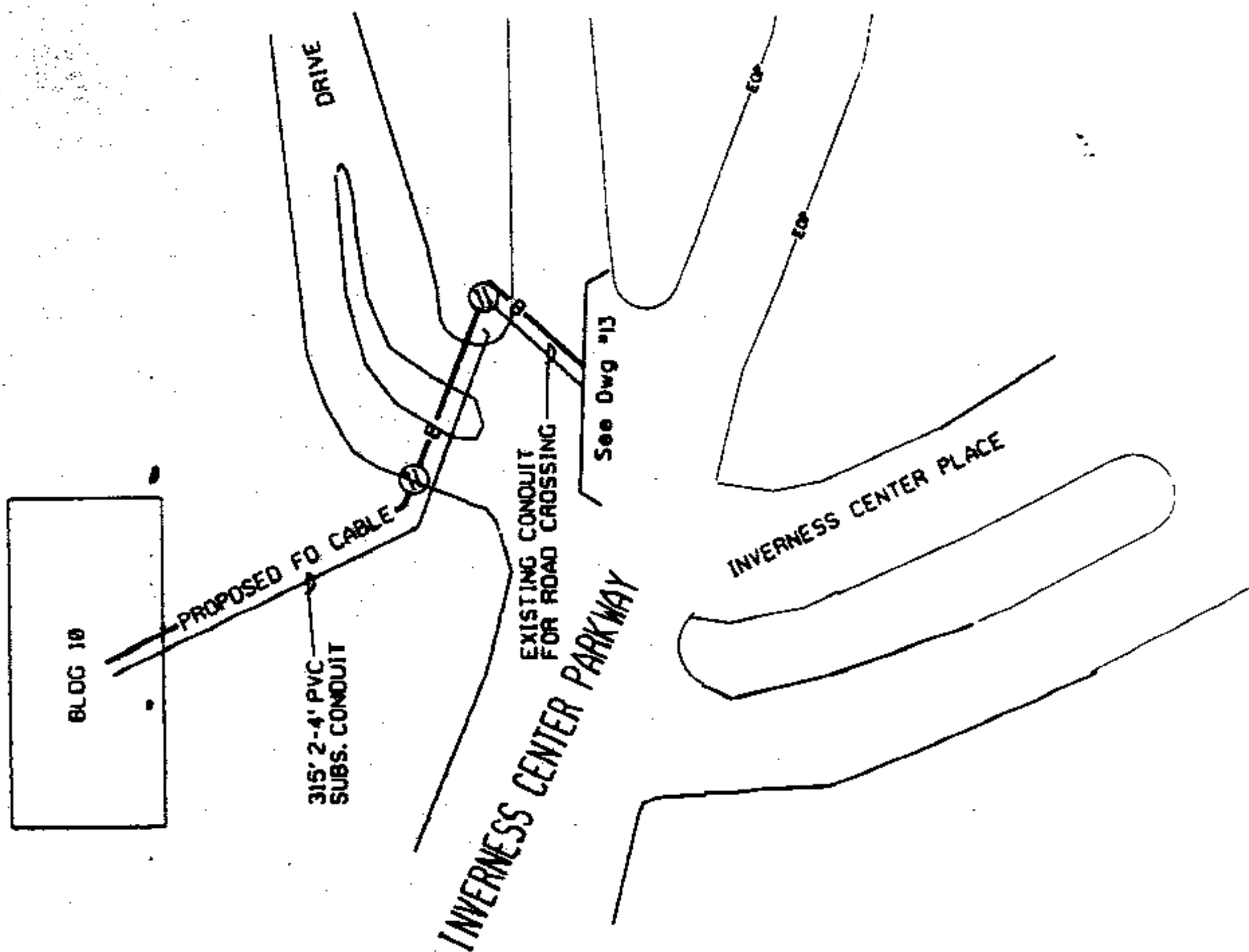
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Phone: 968-5547
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EXHIBIT "B"

Job Description:
INVERNESS CENTER FIBER RING

Job Number: 81C01756N

DWG: 21 21



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