

## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT made this 2<sup>nd</sup> day of March, 2000, by and between **METROPOLITAN LIFE INSURANCE COMPANY**, a New York corporation (hereinafter "Grantor") and **VULCAN PROPERTIES, LLC**, an Alabama limited liability company (hereinafter "Grantee").

WHEREAS, by Limited Warranty Deed dated March 2, 2000, Grantor conveyed unto Grantee certain real estate situated in Shelby County, Alabama as described in the attached Exhibit "A" such real estate hereinafter referred to as the "Property", and

WHEREAS, Grantee intends to develop the Property and construct an office building thereon, and

WHEREAS, Grantee has requested a non-exclusive perpetual access easement, as indicated on Exhibit "B" and hereinafter referred to as the "Easement", over Grantor's land adjacent to the Property for the purpose of perpetual access to and from Grantee's adjacent property, Inverness Center Site 6 as shown on Exhibit "A", and

WHEREAS, Grantor has agreed to grant such Easement subject to the terms, conditions, and reservations hereinafter set forth.

## AGREEMENT

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) in hand paid by Grantee to Grantor the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, bargain, sell, and convey unto Grantee, and its successors and assigns, as owners of the Property, the Easement, which shall be the non-exclusive perpetual access depicted on Exhibit B.

TO HAVE AND TO HOLD to the said Grantee and its successors and assigns forever, for the benefit of the Grantee property, subject to the following terms, conditions and reservations:

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1. Grantee's access to the Property for construction and the conduct of business therefrom shall be from the Access Road within the Easement.

2. The Easement is for the benefit of the owners, present or future, of the adjacent property shown on Exhibit A and their customers, guests and invitees, Inverness Center Site 6 as herein defined.

3. Grantor expressly reserves the right to develop or cause the development of property either adjacent to the Easement and/or Grantee's property, and to construct other roads which may intersect with or extend from the Access Road to serve such future developments. Grantee reserves to itself, its successors and assigns and others claiming by, under or through Grantee, as the case may be, the unrestricted use of the Easement and the property burdened by the Easement subject only to the rights of Grantee as herein set forth. Notwithstanding anything contained herein, Grantor shall not unreasonably interrupt utility services or access to the Property or prevent Grantee from utilizing the Easement for the purpose provided for herein.

4. The Easement shall be used by Grantee solely for purpose of: (a) ingress and egress to and from its adjacent properties, including but not limited to, Inverness Center Site 6, via that certain road known as the Access Road; and (b) for the installation of storm drains, underground telecommunication lines, water, gas and power lines. Parking on or along the Access Road is strictly prohibited.

5. The Access Road may be dedicated as a public right of way at the election of Grantor and Grantee hereby agrees to execute and deliver any legal documents necessary or desirable to accomplish the dedication thereof. The costs associated with the dedication of the Access Road as a public right-of-way shall be Grantor's responsibility.

6. The Easement herein granted does not include mineral and mining rights not owned by Grantor and Grantee and is subject to other restrictions and limitations of record. To the best of Grantor's knowledge, Grantor is not aware of any restrictions which would prevent Grantee from utilizing the Easement for the purpose provided for herein.

7. The Easement herein granted shall run with the land, and, except as herein expressly provided in Section 11 below, shall be perpetual.

8. Grantee shall maintain the Access Road until such time as the maintenance thereof is assumed by the applicable governmental authority in conjunction with the dedication thereof.

Maintenance of the Access Road shall include, without limitation, the following:

- (a) maintaining the surface in a level, smooth and evenly covered condition;
- (b) removing all litter, ice, snow, mud, sand, refuse and other debris;
- (c) placing, keeping in repair and replacing any necessary or appropriate traffic signs, markers, lines and sealcoating;

In the event Grantee fails to keep the Access Road maintained and in good repair, Grantor, its representatives, agents, or employees shall have the right, after ten (10) days written notice to Grantee, to enter onto the Access Road at reasonable times and perform all work needed or desired in order to maintain the Access Road in the manner provided herein. Grantee hereby agrees to pay Grantor such costs and expenses as Grantor shall incur by so acting to maintain the Access Road within twenty (20) days from the receipt by Grantee of a statement from Grantor for any such work.

9. The Easement, restrictions, benefits and obligations hereunder shall create mutual benefits and servitudes running with the land. This Agreement shall bind and inure to the benefit of the parties hereto, their respective successors and assigns. Grantee reserves the right to assign this Agreement and the rights set forth herein, and to bind its assignee to the terms and conditions set forth herein,

provided, however, that Grantee shall remain liable for all its obligation hereunder, including, without limitation, the obligation to maintain the road referred to in paragraph 8 hereof, unless such Assignee assumes the obligations required hereunder.

10. 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 installation or maintenance of any of the roadway improvements by Grantee, its successors, assigns, agents, or employees upon the easement land except for any claims which may arise out of or in connection with or by reason of Grantor's sole negligence, for which Grantor will protect, defend, hold harmless and indemnify Grantee, its heirs, legal representatives, successors and assigns as the case may be, from and against any and all claims arising therefrom, including but not limited to any claims for death or injury to person or damage to property and from every kind of action.

11. This Agreement is to be construed and interpreted pursuant to the laws of the State of Alabama.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly  
executed on the date first above written.

**METROPOLITAN LIFE INSURANCE  
COMPANY, a New York corporation**

By: *Joel R. Redmon* *JA*

STATE OF GEORGIA)  
FULTON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that **Joel R. Redmon** whose name as **Assistant Vice President** of Metropolitan Life Insurance Company, a New York corporation, is signed to the foregoing Easement Agreement, and who is known to me, acknowledged before me on this day, that being informed of the contents of the foregoing Easement Agreement, he executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 25<sup>th</sup> day of February, 2000.

*Kathleen D. Coady*  
Notary Public

Notary Public, DeKalb County, Ga.  
My Commission Expires March 15, 2003

[SEAL]

VULCAN PROPERTIES, LLC,  
an Alabama limited liability company

By: [Signature]  
member

STATE OF ALABAMA }  
Shelby COUNTY }

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Douglas G. Moore whose name as member of Vulcan Properties, LLC, an Alabama limited liability company, is signed to the foregoing Easement Agreement, and who is known to me, acknowledged before me on this day, that being informed of the contents of the foregoing Easement Agreement, he executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 2 day of Mar., 2000.

[Signature]  
Notary Public

[SEAL]

# EXHIBIT A

## LEGAL DESCRIPTION OF INVERNESS SITE 6

Being situated in the Northwest 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Southwest 1/4 of Section 36, Township 18 South, Range 2 West and in the Northeast 1/4 of the Southeast 1/4 and the Southeast 1/4 of the Southeast 1/4 of Section 35, Township 18 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of the Northwest 1/4 of the Southwest 1/4 of Section 36, Township 18 South, Range 2 West, and run North along the West line of same 245.81 feet to a point on the Northeasterly line of herein described tract, thence a deflection angle right of  $136^{\circ}40'00''$  and run in a Southeasterly direction 90.74 feet to the POINT OF BEGINNING of herein described tract; thence an interior angle of  $223^{\circ}21'11''$  and run to the left in a Southeasterly direction, a distance of 115.64 feet to a point on the 496 contour and water line of Lake Heather; thence the following meanderings of said 496 contour of Lake Heather; thence an interior angle of  $100^{\circ}01'33''$  and run to the right in a Southeasterly direction, a distance of 58.01 feet; thence an interior angle of  $217^{\circ}26'17''$  and run to the left in a Southeasterly direction, a distance of 73.65 feet; thence an interior angle of  $169^{\circ}24'08''$  and run to the right in a Southeasterly direction, a distance of 86.17 feet; thence an interior angle of  $187^{\circ}52'34''$  and run to the left in a Southeasterly direction, a distance of 52.93 feet; thence an interior angle of  $140^{\circ}52'07''$  and run to the right in a Southeasterly direction, a distance of 13.47 feet; thence an interior angle of  $137^{\circ}45'10''$  and run to the right in a Southwesterly direction, a distance of 40.06 feet; thence an interior angle of  $160^{\circ}58'50''$  and run to the right in a Southwesterly direction, a distance of 78.87 feet; thence an interior angle of  $183^{\circ}03'35''$  and run to the left in a Southwesterly direction, a distance of 76.46 feet; thence an interior angle of  $182^{\circ}11'25''$  and run to the left in a Southwesterly direction, a distance of 63.51 feet; thence an interior angle of  $159^{\circ}30'32''$  and run to the right in a Southwesterly direction, a distance of 17.72 feet; thence an interior angle of  $140^{\circ}49'18''$  and run to the right in a Northwesterly direction, a distance of 20.38 feet; thence an interior angle of  $133^{\circ}25'59''$  and run to the right in a Northwesterly direction, a distance of 36.39 feet; thence an interior angle of  $201^{\circ}47'22''$  and run to the left in a Northwesterly direction, a distance of 24.60 feet; thence an interior angle of  $270^{\circ}28'02''$  and run to the left in a Southwesterly direction, a distance of 43.95 feet; thence an interior angle of  $147^{\circ}21'47''$  and run to the right in a Southwesterly direction, a distance of 43.07 feet; thence an interior angle of  $160^{\circ}21'49''$  and run to the right in a Northwesterly direction 39.13 feet; thence an interior angle of  $227^{\circ}04'39''$  and run to the left in a Southwesterly direction, a distance of 12.65 feet; thence an interior angle of  $260^{\circ}56'25''$  and run to the left in a Southeasterly direction, a distance of 61.31 feet; thence an interior angle of  $159^{\circ}07'55''$  and run to the right in a Southeasterly direction, a distance of 39.52 feet; thence an interior angle of  $158^{\circ}00'32''$  and run to the right in a Southwesterly direction, a distance of 28.74 feet; thence an interior angle of  $124^{\circ}06'33''$  and run to the right in a Southwesterly direction, a distance of 23.58 feet; thence an interior angle of  $153^{\circ}02'41''$  and run to the right in a Northwesterly direction, a distance of 31.66 feet; thence an interior angle of  $160^{\circ}26'05''$  and run to the right in a Northwesterly direction, a distance of 63.80 feet; thence an interior angle of  $142^{\circ}49'05''$  and run to the right in a Northwesterly direction and leaving said 496 contour of Lake Heather 108.61 feet; thence an interior angle of  $197^{\circ}44'26''$  and run to the left in a Northwesterly direction, a distance of 253.90 feet; thence an interior angle of  $142^{\circ}43'32''$  and run to the right in a Northwesterly direction, a distance of 98.30 feet to a point on a curve to the right, said curve being on the Southeasterly right-of-way of Inverness Center Parkway, said curve having a radius of 505.62 feet and a central angle of  $02^{\circ}34'31''$ ; thence an interior angle of  $124^{\circ}47'58''$  to the tangent of said point on curve and run in a Northeasterly direction along said right-of-way and arc of said curve 22.73 feet to a point of reverse curve to the left, said curve having a radius of 1245.75 feet and a central angle of  $15^{\circ}44'48''$ ; thence continue in a Northeasterly direction along said right-of-way and the arc of said curve 342.37 feet to a point of reverse curve of a curve to the right, said curve having a radius of 25.00 feet and a central angle of  $100^{\circ}41'45''$ ; thence continue in a Northeasterly to Southeasterly direction leaving said right-of-way and run along the arc of said curve 43.94 feet to the point of tangent; thence run along said tangent in a Southeasterly direction 236.76 feet to the POINT OF BEGINNING. Contains 5.9400 acres.

EXHIBIT B

LEGAL DESCRIPTION OF INGRESS - EGRESS EASEMENT

Being situated in the Northwest 1/4 of the Southwest 1/4 of Section 36, Township 18 South, Range 2 West and the Northeast 1/4 of the Southeast 1/4 of Section 35, Township 18 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of the Northwest 1/4 of the Southwest 1/4 of Section 36, Township 18 South, Range 2 West, and run North along the West line of same 245.81 feet to a point on the Northwestern line of herein described Ingress - Egress Easement and the Point of Beginning of same; thence a deflection angle left of  $43^{\circ}20'00''$  and run to left in a Northwesternly direction 146.02 feet to the point of curve of a curve to the left, said curve having a radius of 25.00 feet and a central angle of  $100^{\circ}41'45''$ ; thence run in a Northwesternly to Southwesterly direction along said arc 43.94 feet to an intersection with a curve to the right on the Southeasterly Right of Way of Inverness Center Parkway, said curve having a radius of 1245.75 feet and a central angle of  $1^{\circ}21'45''$ ; thence an interior angle of  $0^{\circ}00'00''$  from tangent to tangent of said curves and run to the right in a Northeasterly direction along said Right of Way and the arc of said curve 29.62 feet to the point of tangent; thence continue in a Northeasterly direction along said Right of Way 31.29 feet; thence an interior angle of  $77^{\circ}56'30''$  and run to the right in a Southeasterly direction 305.48 feet; thence an interior angle of  $43^{\circ}21'11''$  and run to the right in a Northwesternly direction 43.70 feet; thence an interior angle of  $136^{\circ}38'49''$  and run to the right in a Northwesternly direction 90.74 feet to Point of Beginning.

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