

STATE OF ALABAMA)
COUNTY OF SHELBY)

SLOPE EASEMENT, DRAINAGE, CONSTRUCTION AND RENTAL AGREEMENT

Dated as of September 19, 2001

BELLSOUTH TELECOMMUNICATIONS, INC., a Georgia corporation ("BellSouth"), and **BAPTIST HEALTH SYSTEM, INC.**, an Alabama not-for-profit corporation, d/b/a Shelby Baptist Medical Center (the "Hospital") agree as follows:

1. **Preliminary Statements.** Hospital is the fee owner of certain property located in Shelby County, Alabama, as more particularly described on Exhibit "A" attached hereto (the "Hospital Parcel"). BellSouth is the fee owner of certain real property which adjoins and is contiguous to the Hospital Parcel in Shelby County, Alabama, as more particularly described on Exhibit "B" attached hereto (the "BellSouth Parcel"). Hospital desires to construct a paved roadway adjacent to the southern and eastern boundaries of the BellSouth Parcel and needs a slope easement in connection with such roadway to grade, fill and landscape in, on, over and across the areas on the BellSouth Parcel, as more particularly described on Exhibit "C" attached hereto (the "Slope Areas"). In consideration for the grant of a slope easement in the Slope Areas, BellSouth desires that Hospital make certain improvements to the storm water drainage facilities located on the northeast and south portions of the BellSouth Parcel as shown on Exhibit "D" attached hereto (the "Drainage Areas" and, together with the Slope Areas, the "Easement Areas"). Hospital and BellSouth desire to set forth their respective rights and obligations with respect to the Slope Areas and the Drainage Areas in this Slope Easement, Drainage, Construction and Rental Agreement (this "Agreement"). BellSouth and/or any other owner or ground lessee, from time to time, of the BellSouth Parcel is hereinafter referred to, collectively, as the "BellSouth Parcel Owner." Hospital and any other owner or ground lessee, from time to time, of the Hospital Parcel is hereinafter referred to, collectively, as the "Hospital Parcel Owner."

2. **Grant of Slope Easement.** The BellSouth Parcel Owner hereby establishes for the benefit of, and GRANTS AND CONVEYS to Hospital Parcel Owner, its successors and assigns, tenants, and unto all licensees, invitees and business guests of Hospital Parcel Owner, a non-exclusive easement appurtenant to the Hospital Parcel (the "Slope Easement") for the term of this Agreement in, over, across, along and through the Slope Areas, for the purpose of grading, filling and landscaping in, on, across and over the Slope Areas.

3. **Grant of Drainage Easement.** The BellSouth Parcel Owner hereby establishes for the benefit of, and GRANTS AND CONVEYS to Hospital Parcel Owner, its successors and assigns, tenants, and unto all licensees, invitees and business guests of Hospital Parcel Owner, a non-exclusive easement appurtenant to the Hospital Parcel (the "Drainage Easement") for the term of this Agreement in, over, across, along and through the Drainage Areas, for the purpose of draining storm water in, on, across and over the Drainage Areas.

4. Construction of Improvements in the Drainage Areas.

(a) Hospital, at its sole expense, has or shall cause the following improvements to be made to the storm water drainage facilities in the BellSouth Parcel: (i) the existing storm piping on the south part of the BellSouth Parcel shall be extended from its current end point on the Hospital Parcel to and through the existing drainage swale on the south side of the BellSouth Parcel to the existing storm water drainage ditch located on U.S. Highway 31 adjacent to the BellSouth Parcel as shown on Exhibit "D" attached hereto, and (ii) the existing storm piping on the northeast part of the BellSouth Parcel shall be extended from its current end point on the Hospital Parcel to and through the existing drainage swale on the northeast side of the BellSouth Parcel to the existing concrete spillway located in the northeast part of the BellSouth Parcel as shown on Exhibit "D" attached hereto.

(b) All new piping to be located within the Slope Areas shall be buried concrete pipe, 18-inch diameter. All other piping shall be 18-inch (diameter) corrugated HDPE (High Density Polyurethane Pipe) pipe and shall be backfilled and seeded with the same grass growing on other parts of the BellSouth Parcel.

5. Payment for Slope Easement. As additional consideration for the Slope Easement granted hereby, Hospital agrees to pay BellSouth as rent the sum of \$1,361.36, per annum (the "Rent"). The Rent shall be due and payable annually, in advance, with the first installment due on the date hereof and continuing on each January 1 thereafter so long as this Agreement remains in effect; provided that the Rent payable on the date hereof shall be prorated on a daily basis for the period from the date hereof through January 1, 2002. Hospital shall pay a late charge of five percent of any installment of Rent not paid within 30 days after written notice from BellSouth.

6. Term. This Agreement shall become effective as of the date hereof and shall remain in effect for an initial term of ten years unless earlier terminated as provided herein. After the initial term, this Agreement shall automatically renew for successive ten-year periods, unless either party gives 60 days' prior written notice of intent to terminate this Agreement prior to the expiration of the initial term or the renewal term then in effect. Notwithstanding the foregoing, the BellSouth Parcel Owner shall have the right at any time to terminate this Agreement upon 60 days prior written notice to the Hospital Parcel Owner.

7. Termination. In the event of a material breach by either party to this Agreement, the non-breaching party may terminate this Agreement upon 45 days' prior written notice to the party in breach, stating with particularity the nature of the breach and specific direction as to what actions must be taken by the defaulting party within the ninety-day period from receipt thereof to cure such breach; provided that if the party in breach, within 90 days after receipt of notice of breach, has either cured the breach or diligently taken the reasonable steps necessary to begin effecting a cure and thereafter proceeds with reasonable diligence to effect such cure, this Agreement shall remain in effect. As used in this Agreement, the term "material breach" shall mean a failure by either party to meet, in any material respect, its obligations as set forth in this Agreement.

8. **Rights Upon Termination.** Upon termination of this Agreement, (i) the grading and filling to the Slope Areas shall remain in tact, and (ii) the BellSouth Parcel Owner shall continue to permit the drainage of storm water in, over, through and across the Drainage Areas.

9. **Maintenance.**

(a) **Slope Areas.** So long as this Agreement remains in effect, the Hospital Parcel Owner shall maintain the Slope Areas in good condition and repair and, if required by law, in accordance with the standards necessary to comply with all applicable laws, codes and ordinances. The costs of such maintenance shall be borne by the Hospital Parcel Owner.

(b) **Drainage Areas.** So long as this Agreement remains in effect and at all times thereafter, the BellSouth Parcel Owner shall maintain the Drainage Areas located on the BellSouth Parcel in good condition and repair and, if required by law, in accordance with the standards necessary to comply with all applicable laws, codes and ordinances. The costs of such maintenance shall be borne by the BellSouth Parcel Owner.

10. **Construction.**

(a) **Cooperation with Planning.** As a precondition to the exercise of any right granted to Hospital Parcel Owner by this Agreement to do any construction, the plans and specifications for such construction shall all be subject to the prior written approval of the BellSouth Parcel Owner, which approval shall not unreasonably be withheld, conditioned or delayed.

(b) **Completion of Construction; Payment of Charges.** With respect to any construction by Hospital Parcel Owner by virtue of this Agreement, Hospital Parcel Owner shall: (i) cause all said construction to continue promptly and in a good and workmanlike manner in compliance with applicable laws and regulations, uninterrupted, except for normal interruptions of weather, strikes, material shortages, etc., until it shall have been completed in accordance with the approved plans and specifications and in such a manner and at such times as will cause a minimum of disruption to the operation of the facilities, offices or businesses located on the BellSouth Parcel; (ii) in the event that the surface of the ground or any improvements are disturbed or damaged in the course of installation, maintenance, construction or repair of any Easement Areas by Hospital Parcel Owner, or its agents or contractors, then Hospital Parcel Owner shall, at its sole cost and expense, promptly restore any disturbed area and repair all damage to the improvements to the condition existing prior to such disturbance or damage; (iii) maintain and repair in good condition said facilities so long as they shall exist; and (v) pay promptly when due all costs incurred in connection with such construction and other actions described in this Section. In the event any mechanics' liens are filed against any portion of the BellSouth Parcel as a result of services performed or materials furnished by or at the instance of Hospital Parcel Owner, Hospital Parcel Owner hereby covenants to cause such lien to be immediately released and discharged of record, either by paying the indebtedness which gave rise to such lien, or by posting such bond or other security as shall be required by law to obtain such release and discharge, and further agrees to indemnify, defend, and hold harmless the BellSouth

Parcel Owner against all liability, loss, damage, costs or expenses, including attorneys' fees, on account of such claim or lien.

(c) Indemnification. The Hospital Parcel Owner shall indemnify and save the BellSouth Parcel Owner harmless from and against any and all loss, costs, damages, expenses, liabilities, demands and causes of action and any expenses incidental to the defense thereof incurred by the BellSouth Parcel Owner, arising as a result of the exercise by the Hospital Parcel Owner of any rights granted herein; provided that the Hospital Parcel Owner shall not so indemnify and save harmless the BellSouth Parcel Owner from the consequences of any negligent acts of the BellSouth Parcel Owner.

(d) Indemnification. The BellSouth Parcel Owner shall indemnify and save the Hospital Parcel Owner harmless from and against any and all loss, costs, damages, expenses, liabilities, demands and causes of action and any expenses incidental to the defense thereof incurred by the Hospital Parcel Owner, arising as a result of the exercise by the BellSouth Parcel Owner of any rights granted herein; provided that the BellSouth Parcel Owner shall not so indemnify and save harmless the Hospital Parcel Owner from the consequences of any negligent acts of the Hospital Parcel Owner.

11. Condemnation: Casualty Loss.

(a) Condemnation. In the event the whole or any portion of the BellSouth Parcel is taken for any public or quasi public use under any governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, the Hospital Parcel Owner will not share in any award, compensation or other payment made by reason of such taking, and such award, compensation or other payment will belong entirely to the BellSouth Parcel Owner, and such BellSouth Parcel Owner will have no further liability to the Hospital Parcel Owner for the loss of the Easements.

12. Breach; Remedies; Self Help.

(a) Self Help. In the event the owner of either tract fails to perform any provision of this Agreement, the non-breaching owner shall have the right, without being obligated to do so, to enter upon the relevant Easement Area and perform the obligations of the breaching owner hereunder; provided that written notice of such intention, specifying the nature of the alleged default and the actions to be performed, has been given to the breaching owner not less than ten days prior to the commencement of such action or not less than 24 hours prior to such commencement if, in the reasonable judgment of the non-breaching owner, such default is of an emergency nature. During such ten-day or twenty-four hour period, as the case may be, the breaching owner will have the right to perform or commence performance of action appropriate to remedy such default, and provided such action is diligently carried to completion, the right of the non-breaching owner to perform the obligation of the breaching owner will terminate. If the non-breaching owner elects to perform the action to have been performed by the breaching owner, on completion of such action or from time

to time, if the action is of a continuing nature, an itemized statement of the cost thereof will be submitted to the breaching owner and the amount thereof will be immediately due and payable by the breaching owner, which amount will bear interest at the rate of ten percent per annum until paid.

(b) Injunctive and Other Remedies. In the event of a breach by any party of any of the provisions, covenants, conditions and restrictions of this Agreement, the other party shall be entitled to obtain an injunction specifically enforcing the performance of such obligation; the parties hereto hereby acknowledge the inadequacy of legal remedies and the irreparable harm which would be caused by any such breach, and/or to relief by other available legal and equitable remedies from the consequences of such breach. Any action taken or document executed in violation of this Agreement shall be void and may be set aside upon the petition of the other parties hereto. Any costs and expenses of any such proceeding, including attorneys' fees in a reasonable amount, shall be paid by the prevailing party in any such proceeding.

(c) No Waiver. No delay or omission of any party in the exercise of any right accruing upon any default of any other party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any party of a breach of, or a default in, any of the terms and conditions of this Agreement by any other party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provisions of this Agreement. Except as otherwise specifically provided in this Agreement, (i) no remedy provided in this Agreement shall be exclusive but each shall be cumulative with all remedies provided in this Agreement and (ii) all remedies at law or in equity shall be available in addition to those set forth herein.

(d) Force Majeure. In the event any party shall be delayed or hindered in or prevented from the performance of any act required to be performed by such party by reason of Acts of God, strikes, lockouts, unavailability of materials, failure of power, prohibitive governmental laws or regulations, riots, insurrections, the act or failure to act of the other party, adverse weather conditions preventing the performance of work, war or other reason beyond such party's control, then the time for performance of such act shall be extended for a period equivalent to the period of such delay. Lack of adequate funds or financial inability to perform shall not be deemed to be a cause beyond the control of such party.

(e) No Default. Neither party to this Agreement shall be in default under this Agreement unless the defaulting party has received written notice specifying the nature of such default and has failed to cure or commence appropriate action to cure such default within the times herein provided.

13. **Non-Merger.** The ownership at any time during the term of this Agreement of more than one tract, or any interest therein, by the same owner or by an owner and an affiliate entity of such owner shall not create a merger of title, estate, or other merger, including any merger of the dominant and servient estate with respect to the Easements and other covenants granted in this Agreement, and therefore shall not terminate any of the Easements or other agreements contained herein, so that all of the terms and provisions hereof shall remain in full force and effect for the

period provided in this Agreement, regardless of any of the aforesaid common ownerships, now or hereafter existing, of any tract specified herein.

14. **Binding Effect.** The Easements and other terms of this Agreement shall be considered covenants running with and appurtenant to the tracts of land described herein, and both the benefits and burdens thereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns who become the owners or lessees of the tracts or portions thereof that include the Easement Areas. Each party now or hereafter owning any portion of the tracts covered by such areas shall be liable for the performance of any covenants, obligations and undertakings herein set forth with respect to the portion of the tracts owned, but it is expressly understood and agreed that such liability shall terminate with respect to any such owner upon termination of such owner's ownership of a tract or portion thereof.

15. **Not a Public Dedication: Ownership and Control.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the BellSouth Parcel or the Hospital Parcel to the general public or for the general public or for any public use or purpose whatsoever, it being the intention and understanding of the parties hereto that this Agreement shall be strictly limited to and for the purposes herein expressed, solely for the benefit of the parties hereto and their respective tenants, licensees, invitees, successors and assigns. Nothing contained in this Agreement, express or implied shall confer upon any person or entity, other than the parties hereto, their respective tenants, licensees, invitees, successors and assigns, any rights or remedies under or by reason of this Agreement. In the case of each easement or other right created herein, the owner of the benefitted property shall acquire only the limited rights to use the burdened property as set forth herein.

16. **Applicable Laws.** Each party agrees to comply with all applicable laws, ordinances, rules and regulations of any governmental authority relating to or affecting the ownership or use of the BellSouth Parcel and the Hospital Parcel.

17. **Notices.** Any notice, demand, approval or other communication provided for in this Agreement will be in writing and will be delivered by telephonic facsimile, overnight air courier, personal delivery or registered or certified U.S. Mail with return receipt requested, postage paid, to the appropriate party at its address as follows:

If to the BellSouth Parcel Owner:

BELLSOUTH TELECOMMUNICATIONS, INC.
675 West Peachtree Street
Room 20C75
Atlanta, Georgia 30375
Attention: Property Administrator
Telephone: 1- 800-327-3482
Telecopy: (404) 525-0048

Attention: Property Administrator
Telephone: 1- 800-327-3482
Telecopy: (404) 525-0048

with a copy to:

BELLSOUTH TELECOMMUNICATIONS, INC.
3535 Colonnade Parkway South
Room E7J
Birmingham, Alabama 35243
Attention: Real Estate Negotiator
Telephone: (205) 977-1430
Telecopy: (205) 977-2941

If to the Hospital Parcel Owner:

BAPTIST HEALTH SYSTEM, INC.
P.O. Box 488
Alabaster, Alabama 35007
Attention: Charles Colvert
Telephone: (205) 620-8187
Telecopy: (205) 620-7003

With a copy to:

Johnston Barton Proctor & Powell LLP
1901 6th Avenue N., Suite 2900
Birmingham, Alabama 35203-2618
Attention: Haskins W. Jones
(205) 458-9492
(205) 458-9500

Addresses for notice may be changed from time to time by written notice to all other parties. Any communication will be effective (i) if given by mail, upon the earlier of (a) three business days following deposit in a post office or other official depository under the care and custody of the United States Postal Service or (b) actual receipt, as indicated by the return receipt; (ii) if given by telephone facsimile, when sent; and (iii) if given by personal delivery or by overnight air courier, when delivered to the appropriate address set forth.

19. **Approvals.** Unless otherwise herein provided, whenever approval is required of any party hereto such approval shall not be unreasonably withheld. Unless provision is made otherwise herein, approval shall be deemed refused within 15 days of the receipt of the request for approval, that is, if any party shall neither approve nor disapprove within said 15-day period, the party shall be deemed to have denied its approval. If a party shall disapprove, the reasons therefor shall be stated. Except with respect to a disapproval given by lapse of time, all approvals or disapprovals shall be in writing.

20. **Miscellaneous.** This Agreement shall be interpreted according to the laws of the State of Alabama. Except as specifically set forth herein, neither party shall assign their rights and obligations under this Agreement without the prior written approval of the other party. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement shall not be modified or amended except by mutual written agreement. In the event any provision of this Agreement is held to be unenforceable or invalid for any reason, this Agreement shall remain in full force and effect and enforceable in accordance with its terms disregarding such unenforceable or invalid provision. The captions or headings in this Agreement are made for convenience and general reference only and should not be construed to describe, define or limit the scope and intent of the provisions of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be an original and taken together shall constitute one and the same document. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document. Subject to the provisions set forth above regarding assignment by either party, this Agreement shall be binding and shall enure to the benefit of the parties hereto, and their respective heirs, legatees, executors, administrators, legal representatives, successors and assigns. The parties acknowledge that this Agreement was initially prepared by the Hospital Parcel Owner solely as a convenience and that all parties hereto, and their counsel, have read and fully negotiated all of the language used in this Agreement. The parties acknowledge that, because all parties and their counsel participated in negotiating and drafting this Agreement, no rule of construction shall apply to this Agreement which construes ambiguous and unclear language in favor of or against any party because such party drafted this Agreement. With respect to all provisions of this Agreement, time is of the essence. The word "including", when following any general statement, term or matter shall not be construed to limit such statement, term or matter to the specific terms or matters as provided immediately following the word "including" or to similar items or matters, whether or not nonlimiting language (such as "without limitation", "but not limited to", or words of similar import) is used with reference to the word "including" or the similar items or matters, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of the general statement, term or matter. References to any party in the singular, or as "him," "her," "it," "its," "itself," or other like references, shall also be deemed to include the plural or the masculine or feminine reference, as the case may be. References to any of the parties in the plural, or as "they," "them," "their," or other like references, shall also be deemed to include the singular reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the day and year first above written.

"BellSouth"

BELLSOUTH TELECOMMUNICATIONS, INC.

By *Douglas R. Gilbert*
Douglas R. Gilbert

Manager - Corporate Real Estate & Services,
as Agent for BellSouth Telecommunications, Inc.

STATE OF ALABAMA)
COUNTY OF JEFFERSON)



I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Douglas R. Gilbert, whose name as Manager - Corporate Real Estate & Services, as Agent for BELLSOUTH TELECOMMUNICATIONS, INC., a Georgia corporation, 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.


Given under my hand and official seal, this the 30 day of August, 2001.

Dehell W Bell
NOTARY PUBLIC

My Commission Expires: _____

"Hospital:"

BAPTIST HEALTH SYSTEM, INC.

By: 
Name: Charles C. Colbert
Title: Pres. SBMC

STATE OF ALABAMA)
COUNTY OF ~~JEFFERSON~~)
 SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Charles C. Colbert, whose name as President SBMC of BAPTIST HEALTH SYSTEM, INC., an Alabama not-for-profit corporation, 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 19th day of Sept., 2001.


NOTARY PUBLIC

My Commission Expires: March 30, 2002

THIS DOCUMENT PREPARED BY:

Mr. Thomas A. Ansley
Sirote & Permutt, P.C.
2311 Highland Avenue South
Birmingham, Alabama 35205

EXHIBIT "A"

STATE OF ALABAMA SHELBY COUNTY

Parcel I

A portion of the E $\frac{1}{2}$ of SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 35, Township 20 South, Range 3 West, and a portion of the W $\frac{1}{2}$ of SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 36, Township 20 South, Range 3 West of Huntsville Principal Meridian, Shelby County, Alabama, being more particularly described as follows: Begin at the SE corner of the E $\frac{1}{2}$ of SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of said Section 35; thence in Westerly direction along South boundary line of E $\frac{1}{2}$ of SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 35, 197.24 feet to the point of intersection with the arc of a curve turning to the left, which is Easterly boundary of right of way of U. S. Highway No. 31, said arc having a radius of 38,287.20 feet, and being subtended by a central angle of 0 deg. 12 min. 38 sec., having a chord of 140.68 feet in length, said chord forming an angle of 96 deg. 04 min. 19 sec. to the right from last mentioned course, having a length of 197.24 feet; thence along said arc of said curve 140.68 feet to the point of intersection with a straight line tangent to said arc; thence continuing along said straight line which is Easterly boundary of said Highway right of way 659.32 feet; thence turning an angle of 84 deg. 00 min. 30 sec. to the right in an Easterly direction 94.68 feet to the point of intersection with East boundary line of said Section 35; thence continuing East into Section 36, Township 20 South, Range 3 West, along said last mentioned course which is a straight line 659.49 feet to the point of intersection with the East boundary of W $\frac{1}{2}$ of SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 36, Township 20 South, Range 3 West; thence turning an angle of 88 deg. 40 min. 30 sec. to the right in Southerly direction along East boundary of said W $\frac{1}{2}$ of SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of said Section 36, 795.80 feet to the Southeast corner of W $\frac{1}{2}$ of SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of said Section 36; thence turning an angle of 91 deg. 19 min. 30 sec. to the right along South boundary of W $\frac{1}{2}$ of SW $\frac{1}{4}$ of NW $\frac{1}{4}$ said Section 36, 659.16 feet to the point of beginning; being situated in Shelby County, Alabama.

Subject to leasehold Interest of SMC MOB, L.L.C. and filings, pertinent thereto, all as hereinafter set out in the exceptions, covering the hereinafter described parcel:

A tract of land situated in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the NW corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama, said corner being marked by a one and one-half inch crimped pipe, and run in an Easterly direction along the accepted North line of said $\frac{1}{4}$ $\frac{1}{4}$ Section a distance of 316.16 feet to a one inch crimped pipe; thence deflect 88 deg. 34 min. 47 sec. and run to the right in a Southerly direction a distance of 604.16 feet to a point; thence deflect 97 deg. 24 min. 49 sec. and run to the right in a Northwesterly direction a distance of 140.68 feet to the point of beginning of herein described tract; thence deflect 90 deg. 00 min. 00 sec. and run to the left in a Southwesterly direction a distance of 189.17 feet to a point; thence turn an interior angle of 90 deg. 00 min. 00 sec. and run to the right in a Northwesterly direction a distance of 102.94 feet to a point; thence turn an interior angle of 90 deg. 00 min. 00 sec. and run to the right in a Northeasterly direction a distance of 189.17 feet to a point; thence turn an interior angle of 90 deg. 00 min. 00 sec. and run to the right in a Southeasterly direction a distance of 102.94 feet to the point of beginning; being situated in Shelby County, Alabama.

Parcel II:

Lot A, according to the survey of Greater Shelby Office Plaza, as recorded in Map Book 7 page 141 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

EXHIBIT “B”

BellSouth Parcel

STATE OF ALABAMA
SHELBY COUNTY

Begin at the Northwest corner of the Southwest quarter of the Northwest quarter of Section 36, Township 20 South, Range 3 West and run in a Westerly direction along bearing of the north line of said quarter – quarter section a distance of 14.33 feet to a point on a curve to the left having a central angle of $2^{\circ}34'24''$ and a radius of 5629.58 feet, said point also being on the Easterly right-of-way line of U.S. Highway 31; thence turn an interior angle of $99^{\circ}50'50''$ to the tangent of said curve and run in a Southwesterly direction along the arc of said curve and said right-of-way a distance of 252.85 feet to a point; thence turn an interior angle of $84^{\circ}39'17''$ from the tangent of said curve and run in a Easterly direction a distance of 374.98 feet to a point; thence turn an interior angle of $86^{\circ}16'47''$ and run in a Northwesterly direction a distance of 262.86 feet to a point; thence turn an interior angle of $88^{\circ}34'57''$ and run in a Westerly direction along the north line of said quarter – quarter section a distance of 316.16 feet to the Point Of Beginning.

EXHIBIT "C"

Legal Description of Slope Areas

STATE OF ALABAMA
SHELBY COUNTY

Commence at the Southwest corner of the Northwest quarter of the Northwest quarter of Section 36, Township 20 South, Range 3 West and run in an Easterly direction along the North line of said quarter-quarter section a distance of 291.16 feet to the Point of Beginning of the herein described easement, thence continue along the last described course a distance of 25.00 feet to a point; thence turn an interior angle of 91 degrees 25 feet 13 inches and run in a Southeasterly direction a distance of 262.86 feet to a point, thence turn an interior angle of 86 degrees 16 feet 47 inches and run in a Southwesterly direction a distance of 215.27 feet to a point; thence turn an interior angle of 22 degrees 00 feet 58 inches and run in a Northeasterly direction a distance of 78.83 feet to a point; thence turn an interior angle of 157 degrees 59 feet 02 inches and run in a Northeasterly direction a distance of 114.25 feet to a point; thence turn an interior angle of 273 degrees 43 feet 13 inches and run in a Northwesterly direction a distance of 231.96 feet to the Point of Beginning of the herein described easement, containing 0.25 acres, more or less.

EXHIBIT "D"

Diagram of Drainage Areas

(To be attached to this page)

EXHIBIT D

