

(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, and into, that certain lands known as Lake Heather Reserves at Inverness the approximate location of which Easement is shown on Exhibit "A." 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, 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. Grantee represents that it is not an entity whose sole purpose at the Complex will be the provision of video programming.

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 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) and 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 "A" 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 8 day of August, 1999
2000

As to METROPOLITAN LIFE
INSURANCE COMPANY

METROPOLITAN LIFE
INSURANCE COMPANY

Signed, sealed and delivered in the
presence of:

Cynthia E. Caldwell
Unofficial Witness

Donna M. Malyon
Notary Public

By: J. L. Radnor At

Title: Asst. Vice President

Attest: Paul E. [Signature]

Title: Quorum Representative

Notary Public, Fulton County, Georgia
My Commission Expires 12/31/2000

As to BELLSOUTH
TELECOMMUNICATIONS, INC.

Signed, sealed and delivered in the
presence of:

Sharon B. Brasher

Unofficial Witness

James A. Sims, III
Notary Public

Exp 7/19/2003

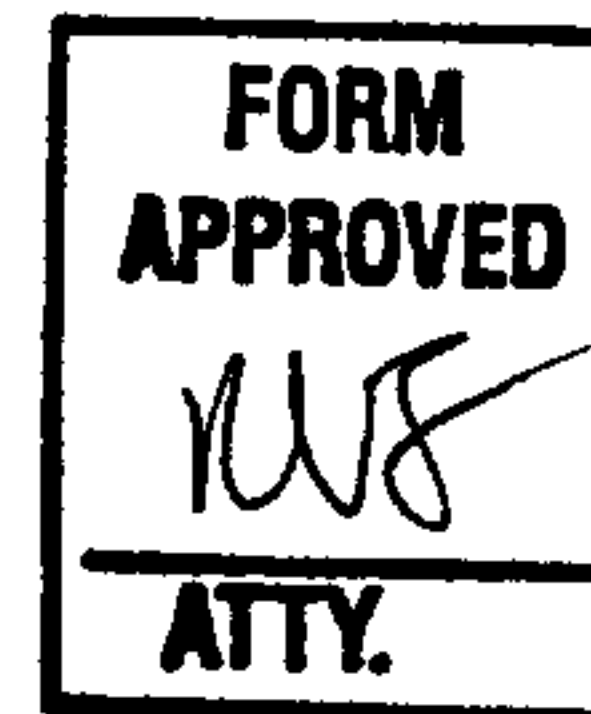
State of Alabama

BELLSOUTH TELECOMMUNICATIONS
INC.

By: Wm F. Quadist

NETWORK VICE PRESIDENT - AL/MS

Title: _____



Attest: [See attached certificate]

Title: _____

Leigh Ann Dolan
Assistant Secretary

BellSouth Telecommunications, Inc.
Legal Department – Suite 4300
675 West Peachtree Street
Atlanta, Georgia 30375-0001

CERTIFICATE

I, Leigh Ann Dolan, an Assistant Secretary of BellSouth Telecommunications, Inc., a Georgia corporation (the “Company”), hereby certify that:

1. Pursuant to the Company’s Bylaws, the President of the Company has delegated authority to agents and employees to enter into contracts and agreements on behalf of and in the name of the Company; and
2. In accordance with such delegations, John Benedict, Network VP – AL/MS, has authority to negotiate, execute and deliver on behalf of the Company, agreements and contracts, such as the following:

Easement Agreements between BellSouth Telecommunications, Inc. and Metropolitan Life Insurance Company relating to Lake Heather Reserves at Inverness, Hoover, Alabama.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Company this 5th day of July, 2000.


Leigh Ann Dolan, Assistant Secretary

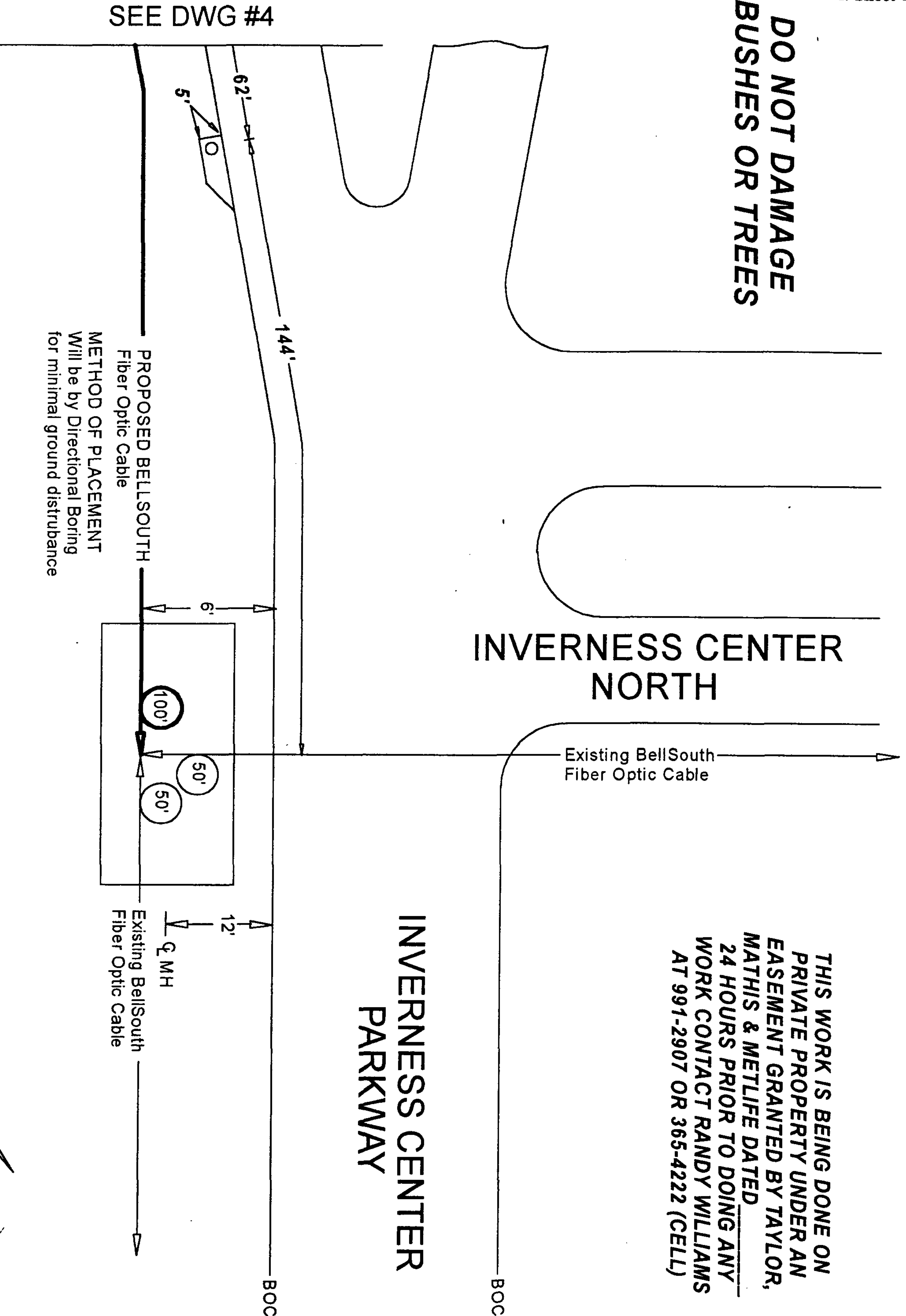
[Corporate Seal]

**DO NOT DAMAGE
BUSHES OR TREES**

**THIS WORK IS BEING DONE ON
PRIVATE PROPERTY UNDER AN
EASEMENT GRANTED BY TAYLOR,
MATHIS & METLIFE DATED
24 HOURS PRIOR TO DOING ANY
WORK CONTACT RANDY WILLIAMS
AT 991-2907 OR 365-4222 (CELL)**

**INVERNESS CENTER
NORTH**

**INVERNESS CENTER
PARKWAY**



**PROPOSED BELL SOUTH
Fiber Optic Cable**
METHOD OF PLACEMENT
Will be by Directional Boring
for minimal ground disturbance

Existing BellSouth
Fiber Optic Cable

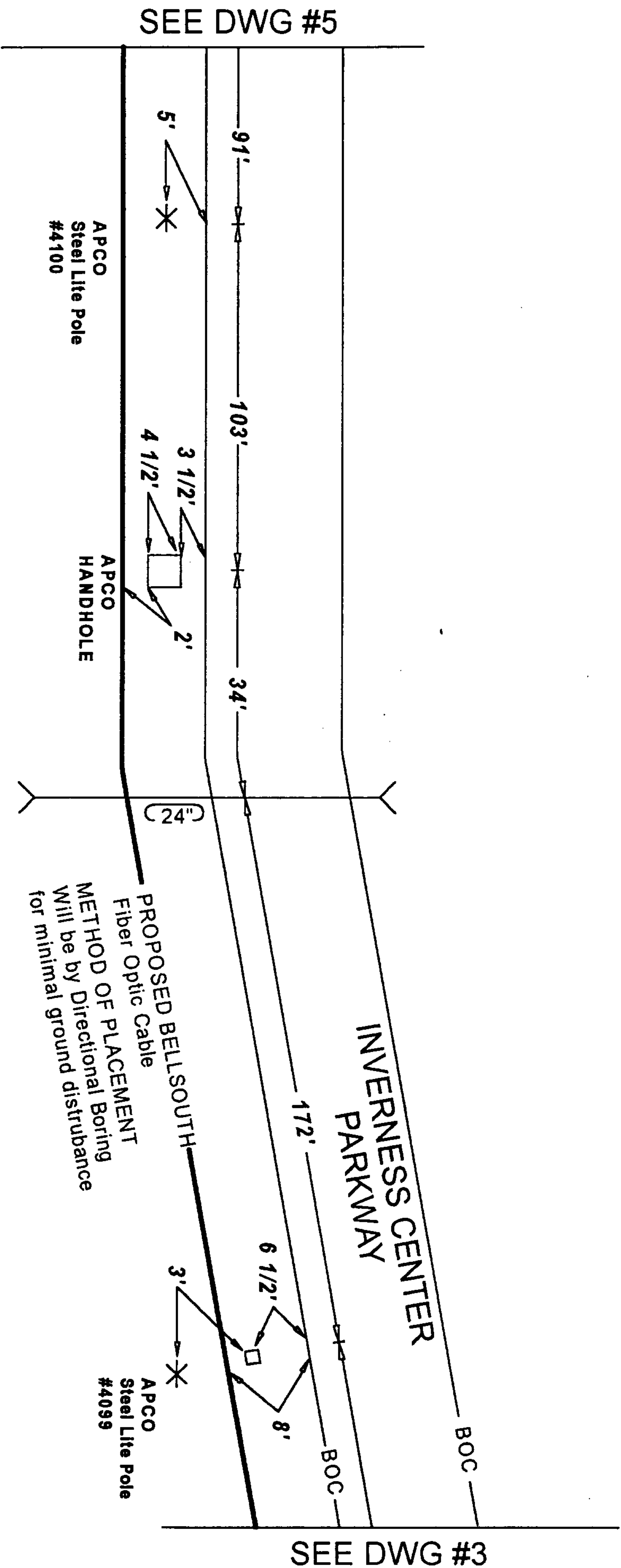
Existing BellSouth
Fiber Optic Cable

CAUTION!
BURIED POWER

**LOCATE ALL UTILITIES
PRIOR TO THE
CONSTRUCTION START**

N

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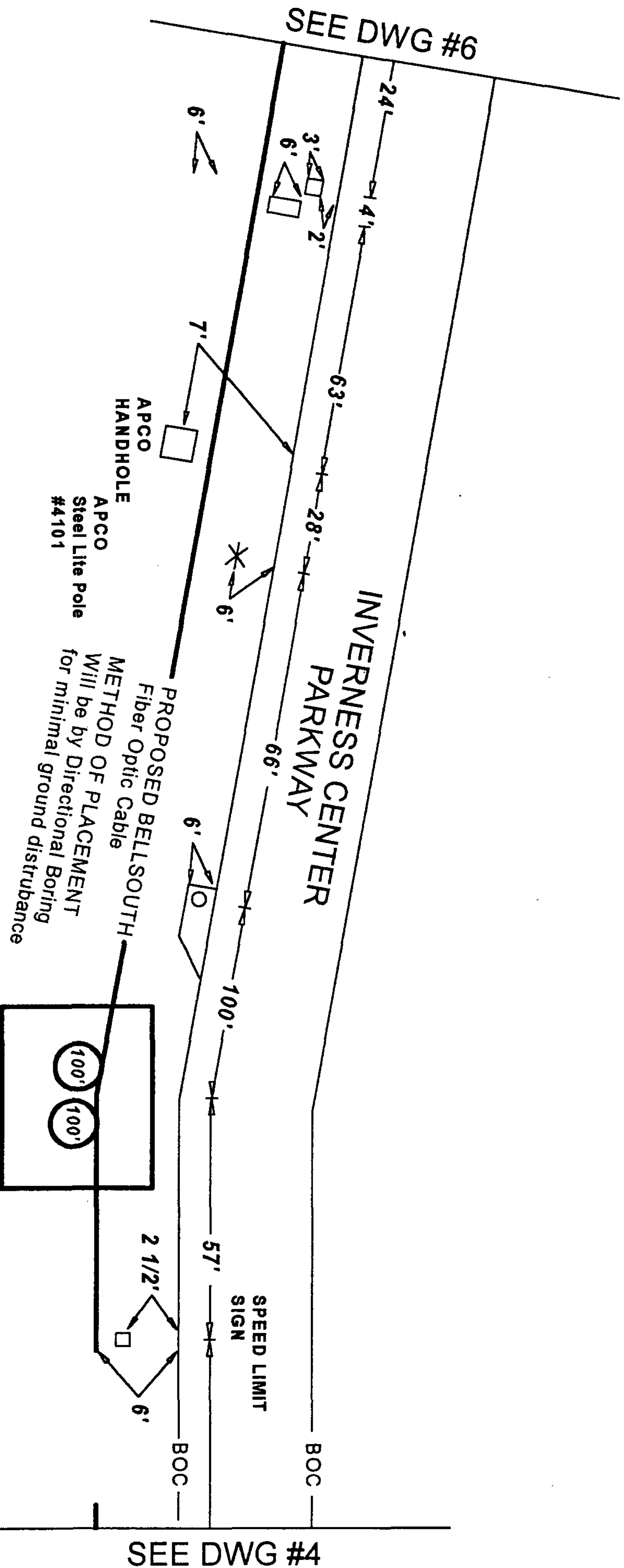
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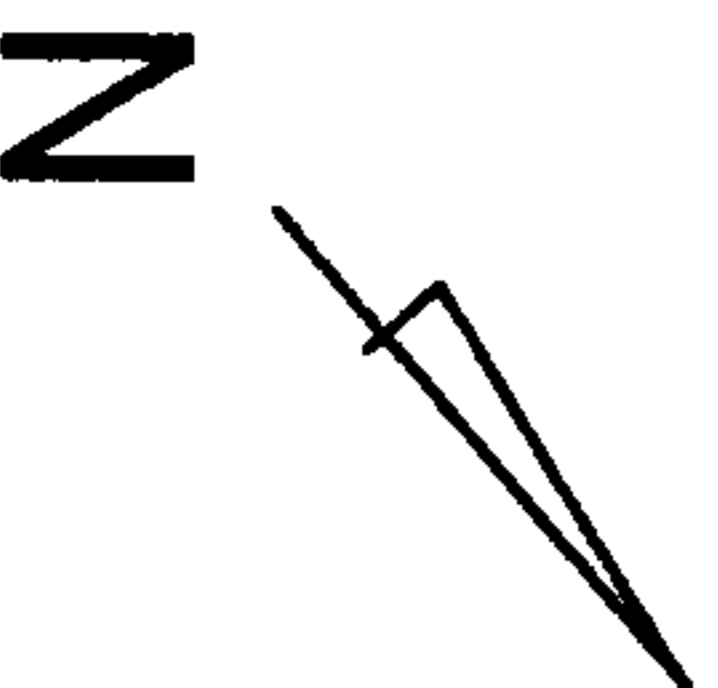
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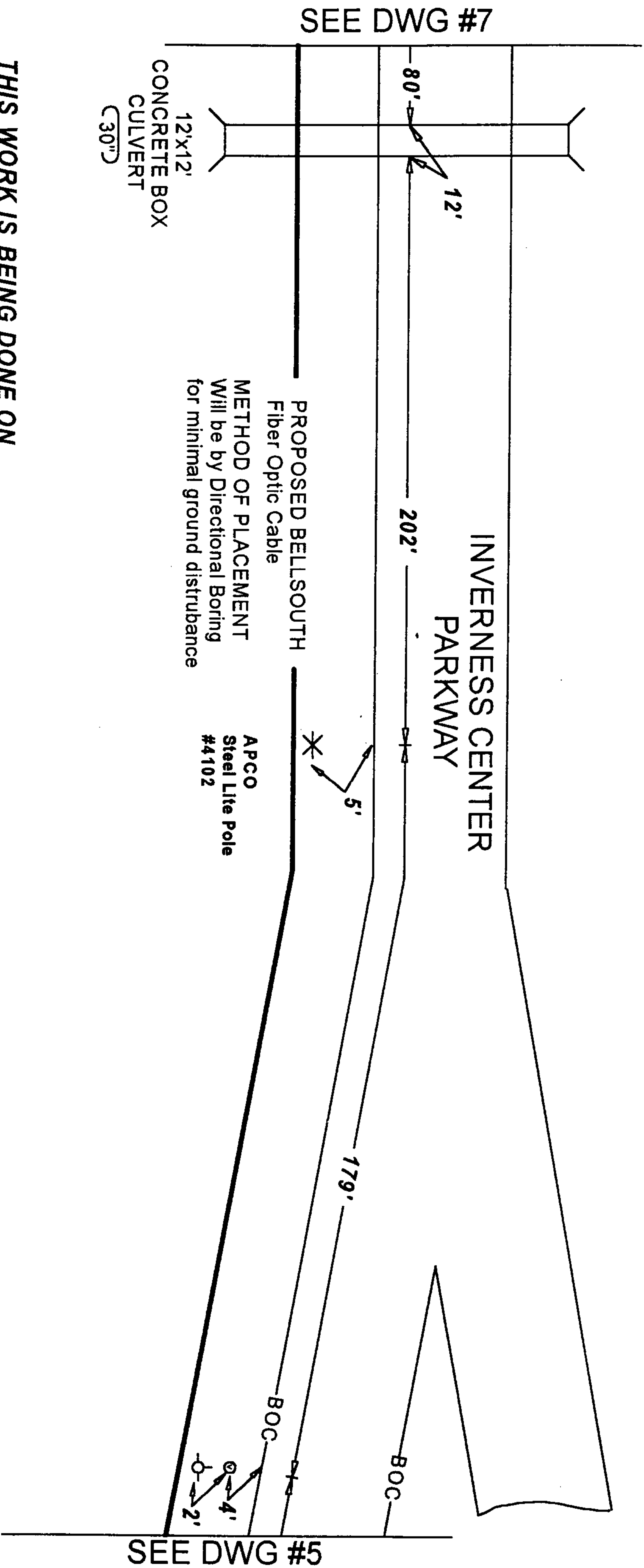


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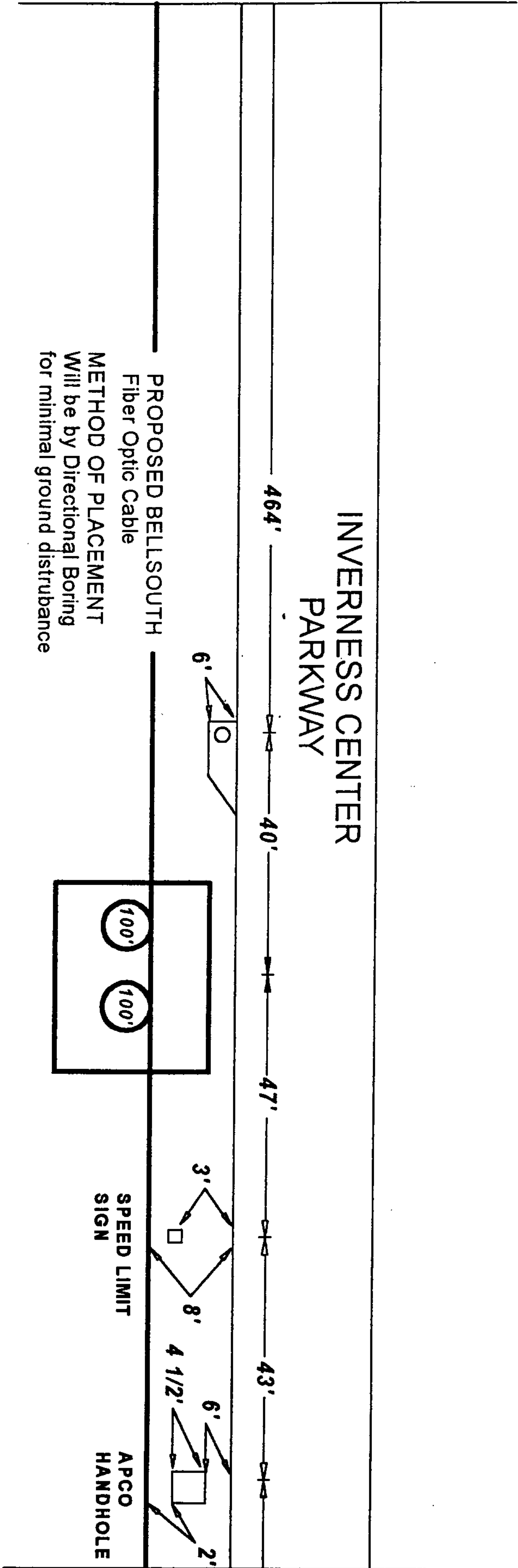
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N

SEE DWG #8

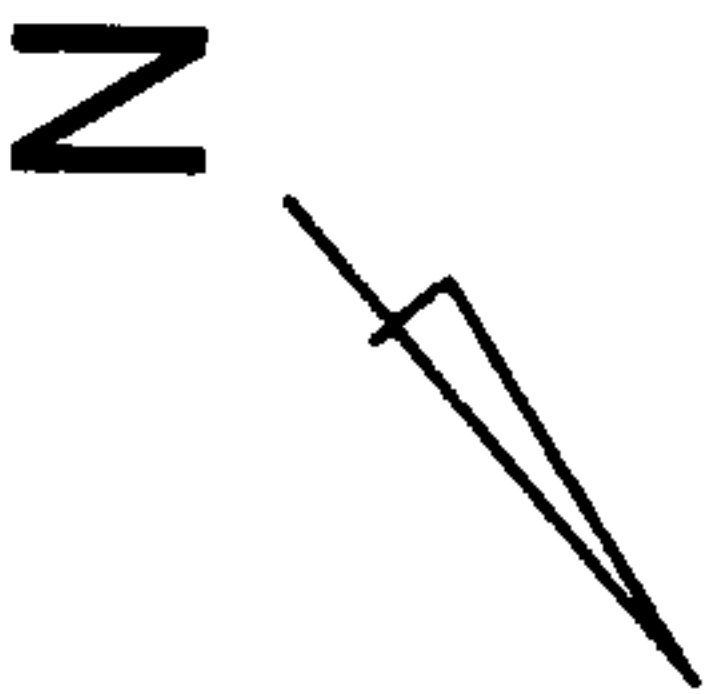


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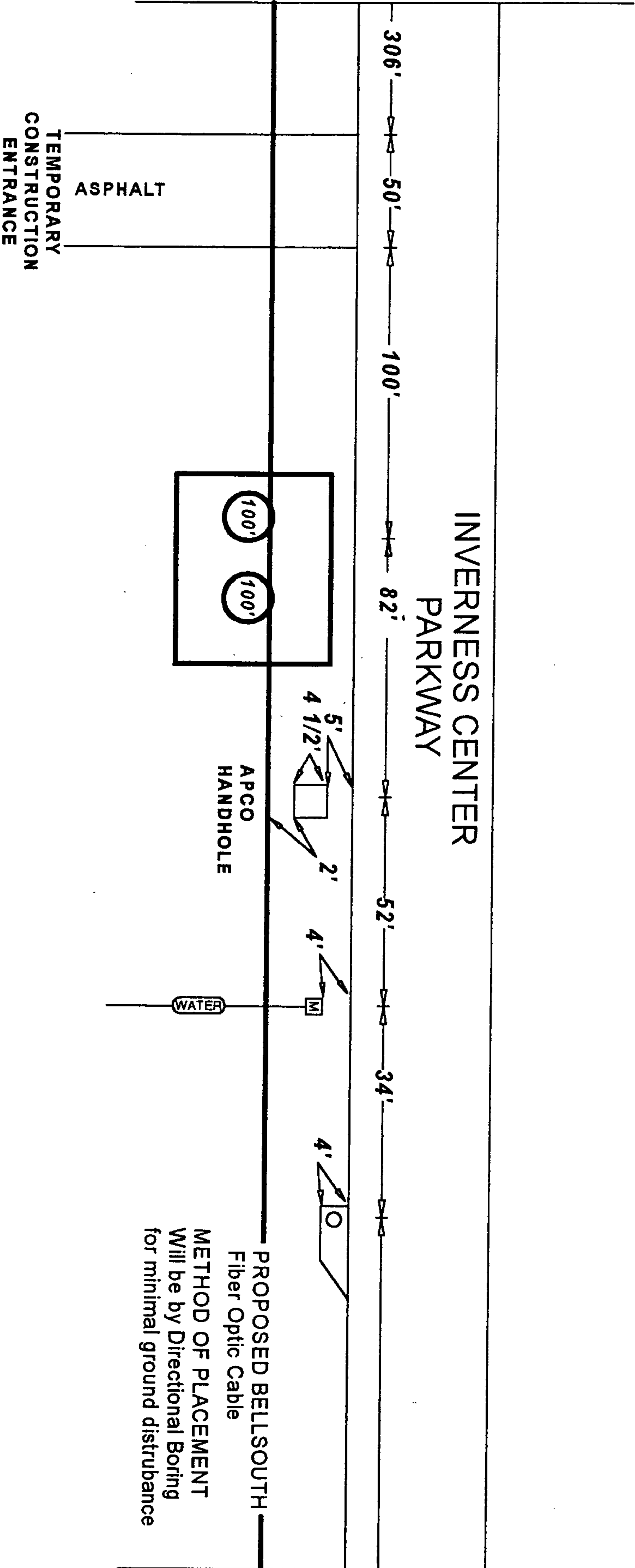
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SEE DWG #8



INVERNESS CENTER
PARKWAY

APCO
HANDHOLE

WATER

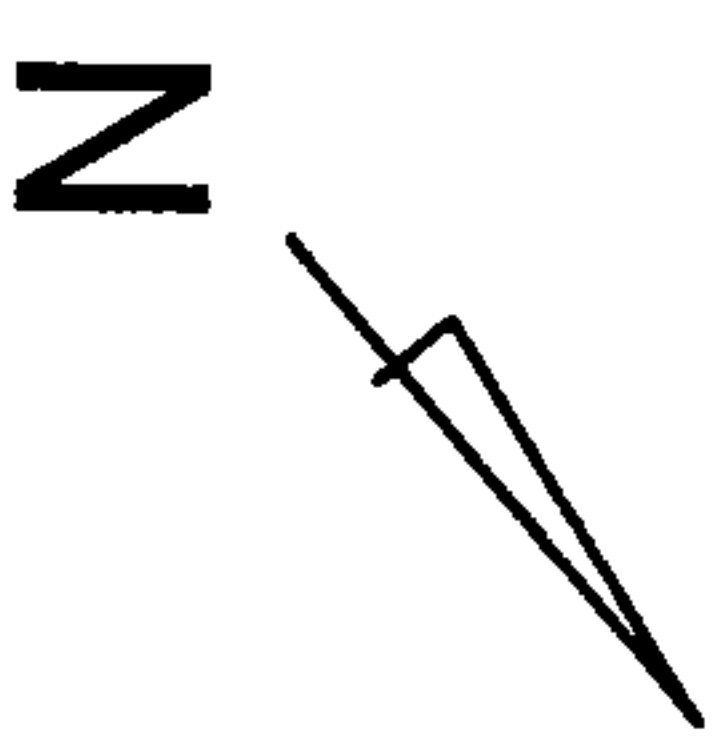
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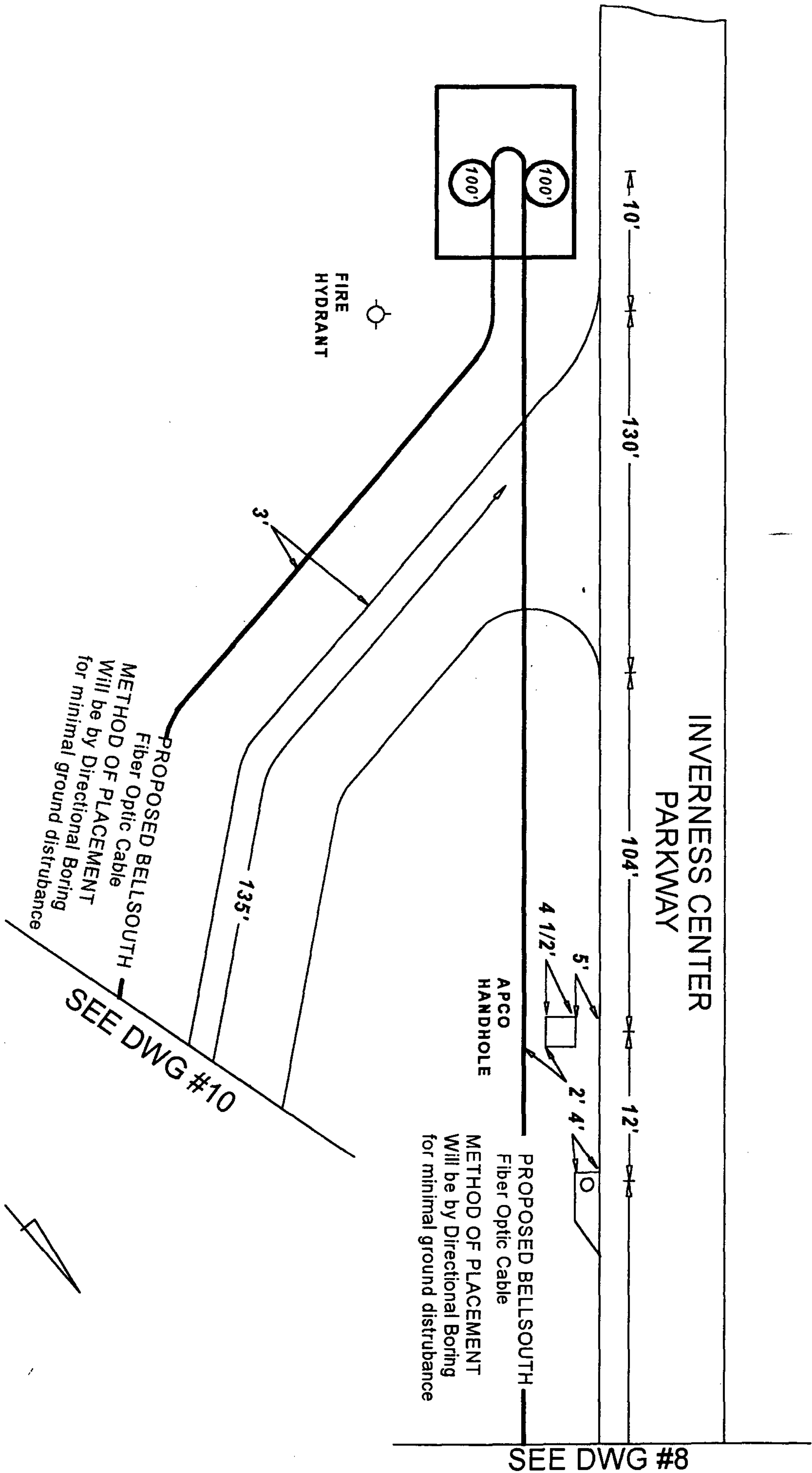
SEE DWG #6

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Route of BellSouth
Telephone Cable
As of 11/8/1999
Mike Troiano
865-988-8062

Exhibit A: Sheet 8 of 8



20021022000518940 Pg 12/12 44.00
Shelby Cnty Judge of Probate, AL
10/22/2002 12:49:00 FILED/CERTIFIED

