

211

TAYLOR & MATTHEWS
BOX 43248
BIRMINGHAM, AL. 35243

STATE OF ALABAMA)

COUNTY OF SHELBY)

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that 2154 TRADING CORPORATION, a New York corporation, doing business as INVERNESS, whose address is Post Office Box 43328, Birmingham, Alabama (herein referred to as Grantor) for and in consideration of ONE AND NO/100 DOLLARS (\$1.00) and other considerations received from ALABAMA POWER COMPANY, an Alabama corporation (herein referred to as 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 hereinafter set forth, an easement in, through, under, and upon that portion of that certain tract as described in Exhibit "B" attached hereto and made a part hereof in Shelby County, Alabama, and which is shown shaded in on the Exhibit "A", Alabama Power Company drawing AX-359635, sheets 11A and 12A of 12, attached hereto and made a part hereof, as furnished by Alabama Power Company, drawn by K.B. and approved by R.S. Such Easement is to be utilized for the purpose of constructing, using, maintaining, and repairing (a) underground/overhead electrical transmission and/or distribution facilities consisting of wires, cables, equipment, other appurtenances, as shown on said Exhibit "A" drawing for the purpose of transmitting and distributing electrical power over, under and through the easement land; (b) and/or communication facilities for wire or cable transmitting facilities; and (c) together with the right to keep the wires, cables, and other appurtenances free of any obstructions which would interfere with the use, maintenance, or operation of such equipment and appurtenances, including the right to clear and keep clear the forty-foot wide right-of-way of all trees, undergrowth, etc., except low growing ornamental trees, shrubs, etc. (not to exceed twenty feet in height).

Grantor reserves to itself, its heirs, legal representatives, successors, assigns, tenants and others claiming under or through

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Grantor, as the case may be, the unrestricted use of the easement land, subject only to the rights of the Grantee as herein set forth. Grantor, itself, its heirs, legal representatives, successors, assigns, tenants, and others claiming under or through Grantor shall not cause any unreasonable 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 with Grantor as follows:

1. Grantee, its successors, assigns, agents, servants, and employees shall have the right and authority to enter upon the easement land for the purpose of constructing, repairing, replacing, and maintaining said electrical transmission and/or distribution facilities and/or communication facilities for wire or cable transmitting facilities; provided, however, that Grantee shall and hereby agrees that it will, at its sole expense, promptly restore the easement land to as near to the original condition as possible after any such maintenance, repair, or replacement of said underground/overhead electrical transmission and/or distribution facilities.

2. Grantee shall, upon the giving of written notice by 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/overhead electrical facilities on the easement land to a mutually agreeable location; provided, however, that Grantor, its heirs, legal representatives, successors, or assigns, as the case may be, shall reimburse Grantee for any costs or expense incurred by Grantee in such relocation, including any costs or expense of acquiring replacement right-of-way should the new location not be on the easement land described herein. Grantee agrees to commence relocation within ninety (90) days after the date of the giving of such written notice and to

complete all work involved in such relocation within one hundred fifty (150) days of said date.

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 or by reason of the installation, operation, maintenance, or use of any of said electrical facilities by Grantee, its successors, assigns, agents, or employees upon or adjacent to the easement land; 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 their own negligence, sole or concurrent.

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

5. The easement area which is shown shaded on the attached Exhibit "A" is a forty-foot (40') wide strip measured twenty feet (20') each side of a center line and will be utilized for overhead/underground distribution/transmission lines. The length of the easement will be approximately 4051 feet. Guy wire and anchor locations and lengths are shown as "points" on Exhibit "B" attached hereto and made a part hereof. Grantee shall have the right of ingress and egress to said easement land by way of paved roadways across lands owned by Grantor which lie adjacent to said easement land. Grantee shall be responsible for any damage done in using the area outside said easement land for ingress and egress to said easement land.

6. This Easement is subject to the mineral and mining rights not owned 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, 2154 Trading Corporation, a New York Corporation, d/b/a Inverness, has, through its authorized representative, executed this instrument this 19th day of FEBRUARY, 1986.

2154 TRADING CORPORATION, a New York Corporation, d/b/a Inverness

By: *James F. McEvoy*
Its

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that JAMES F. McEVoy, whose name as VICE PRESIDENT of 2154 TRADING CORPORATION, a New York corporation, d/b/a Inverness, existing under the laws of the State of Alabama, 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 the 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 of office, this the 19th day of FEBRUARY, 1986.

Sandra G. Davis
Notary Public

My Commission Expires: 4/29/89

EXHIBIT "B"

A strip of land 40 feet in width which lies within the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ of NW $\frac{1}{4}$), the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ of SW $\frac{1}{4}$) and the West Half of the Southwest Quarter (W $\frac{1}{2}$ of SW $\frac{1}{4}$) of Section 1, also the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ of SE $\frac{1}{4}$) of Section 2, all being in Township 19 South, Range 2 West, Shelby County, Alabama, such strip being more particularly described as follows:

To reach the point of beginning, commence at the Southwest corner of the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ of SE $\frac{1}{4}$) of Section 2, Township 19 South, Range 2 West; thence run East along the South boundary line of such Section 2 a distance of 322 feet to a point; thence turn an angle to the left of 38 degrees 30 minutes and run North 54 degrees 25 minutes East a distance of 101.3 feet to a point; thence turn an angle to the right of 37 degrees 28 minutes and run South 88 degrees 07 minutes East a distance of 213 feet, more or less, to a point on the Southerly right of way line of Shelby County Road #17, such point being the point of beginning of the right of way herein described; therefrom, the strip lies 20 feet on each side of a center line and the continuations thereof which begins at such point of beginning and runs South 88 degrees 07 minutes East a distance of 61.6 feet to a point, such point being called Point A for reference hereinafter; thence turn an angle to the left of 19 degrees 34 minutes and run North 72 degrees 19 minutes East a distance of 123.9 feet to a point, such point being called Point B for reference hereinafter; thence turn an angle to the left of 11 degrees 15 minutes and run North 61 degrees 04 minutes East a distance of 270.5 feet to a point; such point being called Point C for reference hereinafter; thence turn an angle to the left of 12 degrees 42 minutes and run North 48 degrees 22 minutes East a distance of 204.6 feet to a point; thence turn an angle to the left of 07 degrees 28 minutes and run North 40 degrees 54 minutes East a distance of 30.1 feet to a point, such point being called Point D for reference hereinafter; thence run North 40 degrees 54 minutes East a distance of 64.7 feet to a point; thence turn an angle to the left of 03 degrees 22 minutes and run North 37 degrees 32 minutes East a distance of 605.3 feet to a point, such point being called Point E for reference hereinafter; thence turn an angle to the left and run Northwesterly on Bisector of Angle to a point 5 feet inside the right of way line of Shelby County Highway #17, such point being called Point F for reference hereinafter; thence return to Point E indicated above and run North 37 degrees 32 minutes East a distance of 76.4 feet to a point; thence turn an angle to the right of 01 degree 57 minutes and run North 39 degrees 29 minutes East a distance of 228.2 feet to a point; such point being called Point G for reference hereinafter; thence turn an angle to the left and run Northwesterly on Bisector of Angle to a point 5 feet inside the right of way line of said Shelby County Highway #17, such point being called Point H for reference hereinafter; thence return to Point G indicated above and run North 47 degrees 33 minutes East a distance of 261.4 feet to a point; such point being called Point I for reference hereinafter; thence turn an angle to the left and run Northwesterly on Bisector of Angle to a point 5 feet inside the right of way line of said Shelby County Highway #17, such point being called Point J for reference hereinafter; thence return to Point I indicated above and run North 49 degrees 01 minute East a distance of 208.2 feet to a point; such point being called Point K for reference hereinafter; thence turn an angle to the left of 03 degrees 37 minutes and run North 45 degrees 24 minutes East a distance of 209.8 feet to a point; such point being called Point L for reference hereinafter; thence turn an angle to the left of 04 degrees 28 minutes and run North 40 degrees 56 minutes East a distance of 188 feet to a point, such point being called Point M for reference hereinafter; thence run North 40 degrees 56 minutes East a distance of 29.6 feet to a point; thence turn an angle to the left of 04 degrees 33 minutes and run North 36 degrees 23 minutes East a distance of 214.2 feet to a point; thence turn an angle to the left of 00 degrees 38 minutes and run North 35 degrees 45 minutes East a distance of 1274 feet, more or less, to a point on the Northerly boundary line of the Grantor's property, such point being the point of ending of the right of way herein described. The Grantee also seeks the right and authority to place such

guy wires and anchors for a distance not to exceed 60 feet outside of and in a Southerly direction from such ways and rights of way at Points A, B and C indicated above, the right and authority to place such guy wires and anchors for a distance not to exceed 59 feet outside of and in a Southwesterly direction from such ways and rights of way at Point D indicated above, the right and authority to place such guy wires and anchors for a distance not to exceed 25 feet outside of and in a Northwesterly direction from such ways and rights of way at Points F and H indicated above, the right and authority to place such guy wires and anchors for a distance not to exceed 35 feet outside of and in a Northwesterly direction from such ways and rights of way at Point J indicated above, the right and authority to place such guy wires and anchors for a distance not to exceed 40 feet outside of and in a Southeasterly direction from such ways and rights of way at Point K indicated above, and also the right and authority to place such guy wires and anchors for a distance not to exceed 45 feet outside of and in a Southeasterly direction from such ways and rights of way at Points L and M indicated above as may be necessary in the erection, construction or maintenance of said wire lines and appliances of Grantee.

177+763 = Bof17, L=37° 28' R+ 479' R+ Back Curb

3. *Begin Revision*

R177+775-1' Lt. & Dist. Pole & 1' Rt. & Pole

R177+89-12' Rt. Back Curb

R178+05-8' Rt. End of Curb

R178+14-Enter Turn Lane

R178 + 47-Edge Pavement

R178+779-Tack & Co. Paved Road

R1779+02-Edge Pavement

$$R180 + 50^{\circ} = 170^{\circ} 34' 17''$$

71 Lt. Dist. Pole

60' Lt. Paved Road

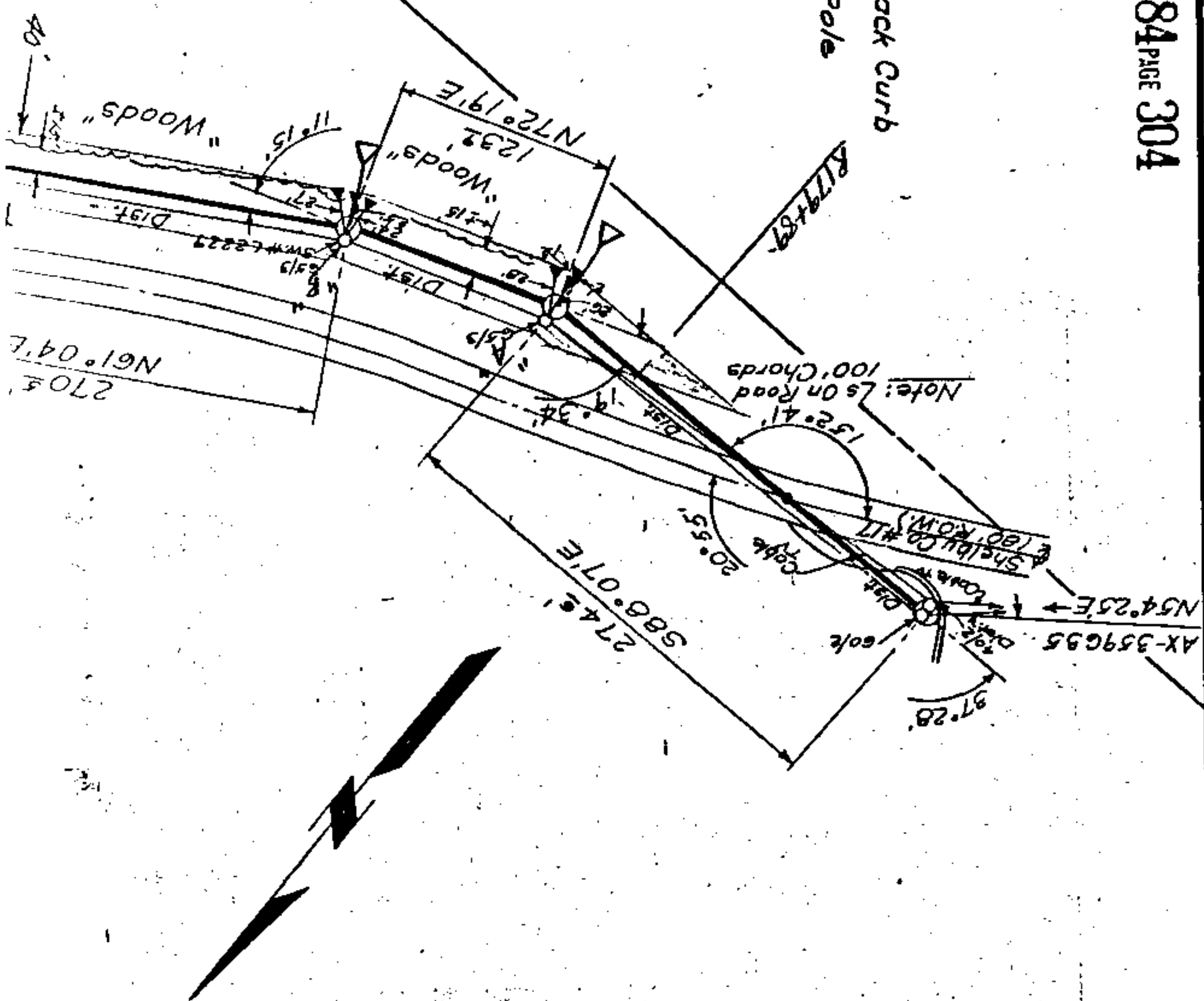
R181+00-415 Rt. Edge Woods

$R181+743 = 1500, \text{Hub}, L = 11^{\circ}15' \text{L.H.}$

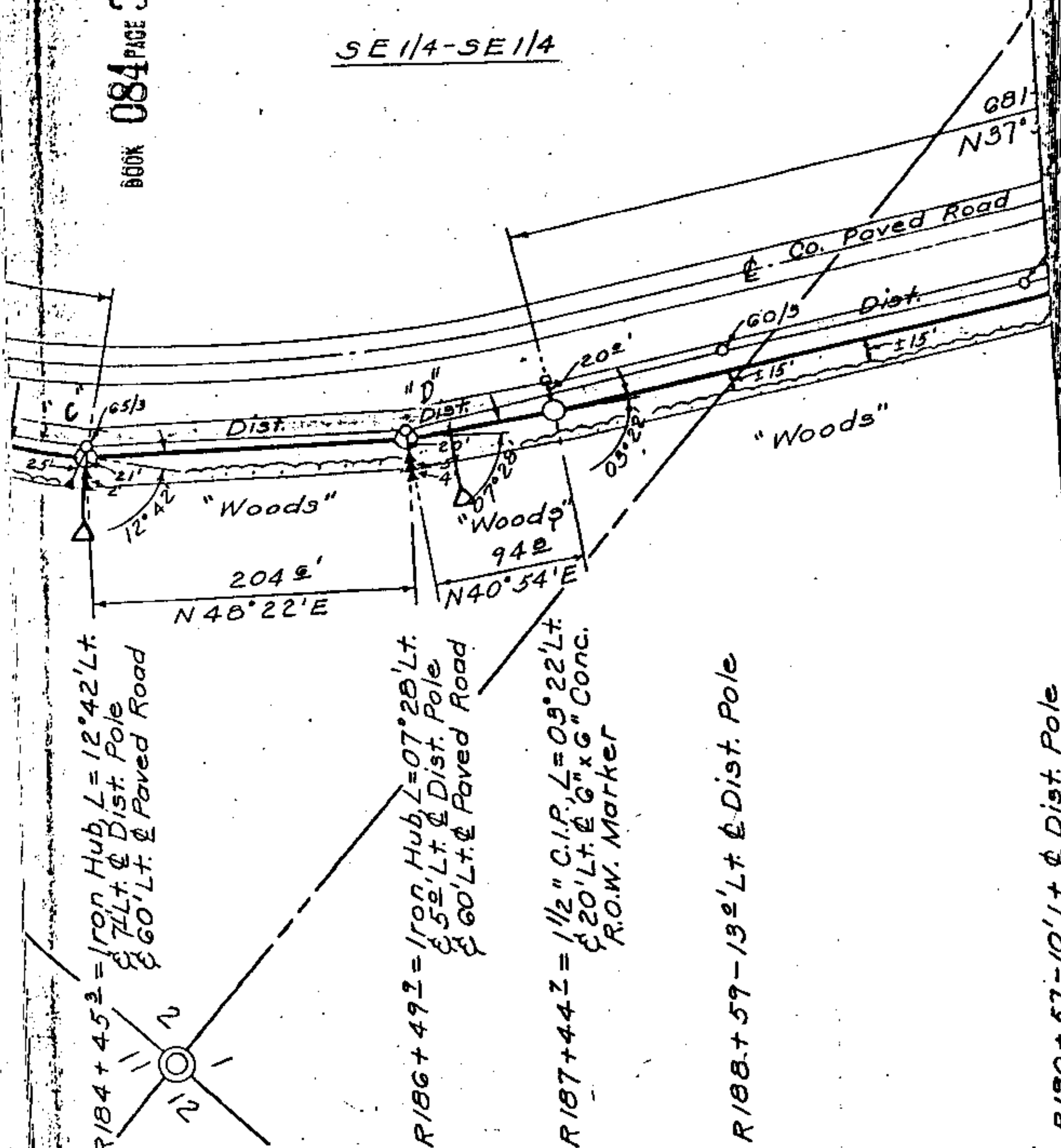
£70/Lt. Dist. Pole

60' Lt. E Paved Road

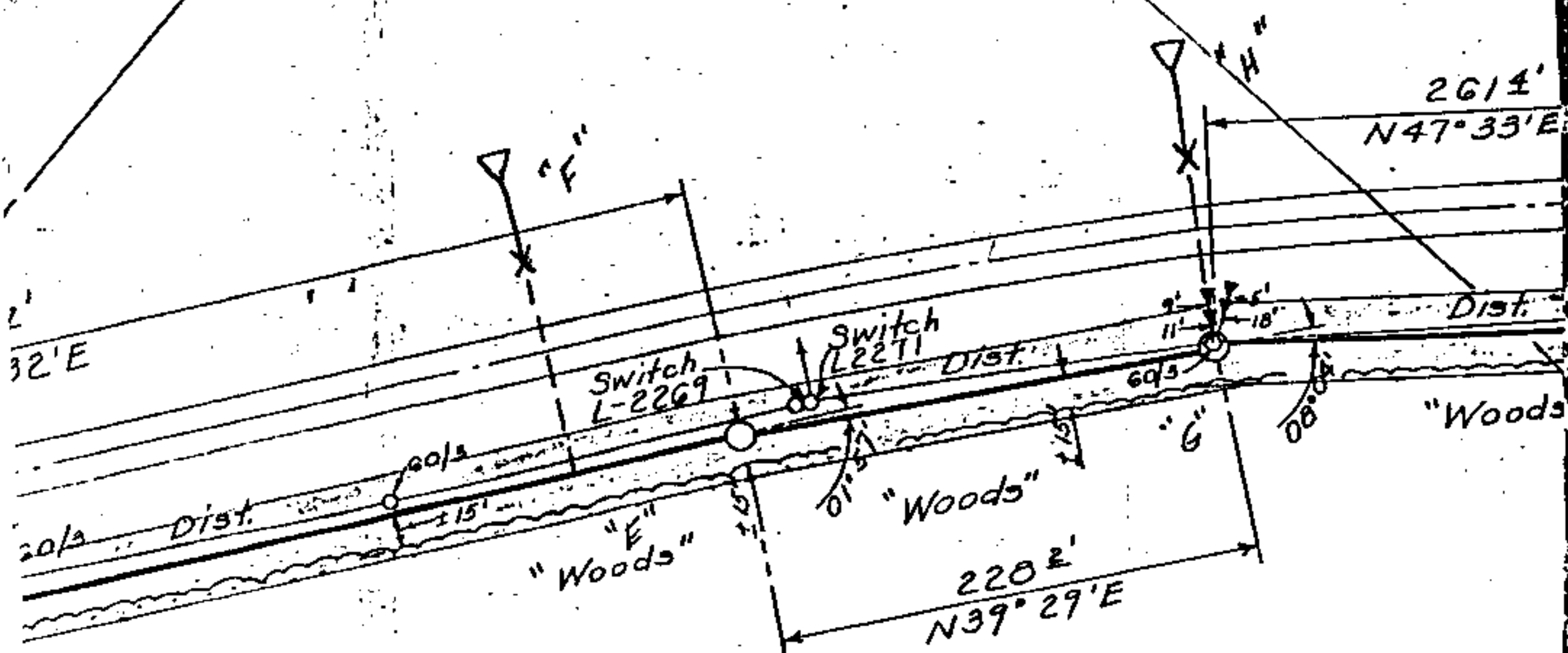
315 Rt. Edge Woods



SE 1/4-SE 1/4



SHELBY COUNTY
T19S, R2W
Secs. 1 & 2



SW 1/4 - SW 1/4

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R192 + 57 - 6' Lt. & Dist. Pole

R194 + 26 1/2 = 1 1/2" C.I.P. L = 01°57' Rt.
 & 60' Lt. & Co. Paved Road
 R194 + 55 - 9' Lt. 45 1/3 Pole
 R194 + 59 - 9' Lt. 60 1/3 Dist. Pole

R196 + 54 1/2 = Iron Bolt L = 08°04' Rt. & 25' Lt. &
 Dist. Pole & 60' Lt. & Co. Paved Road

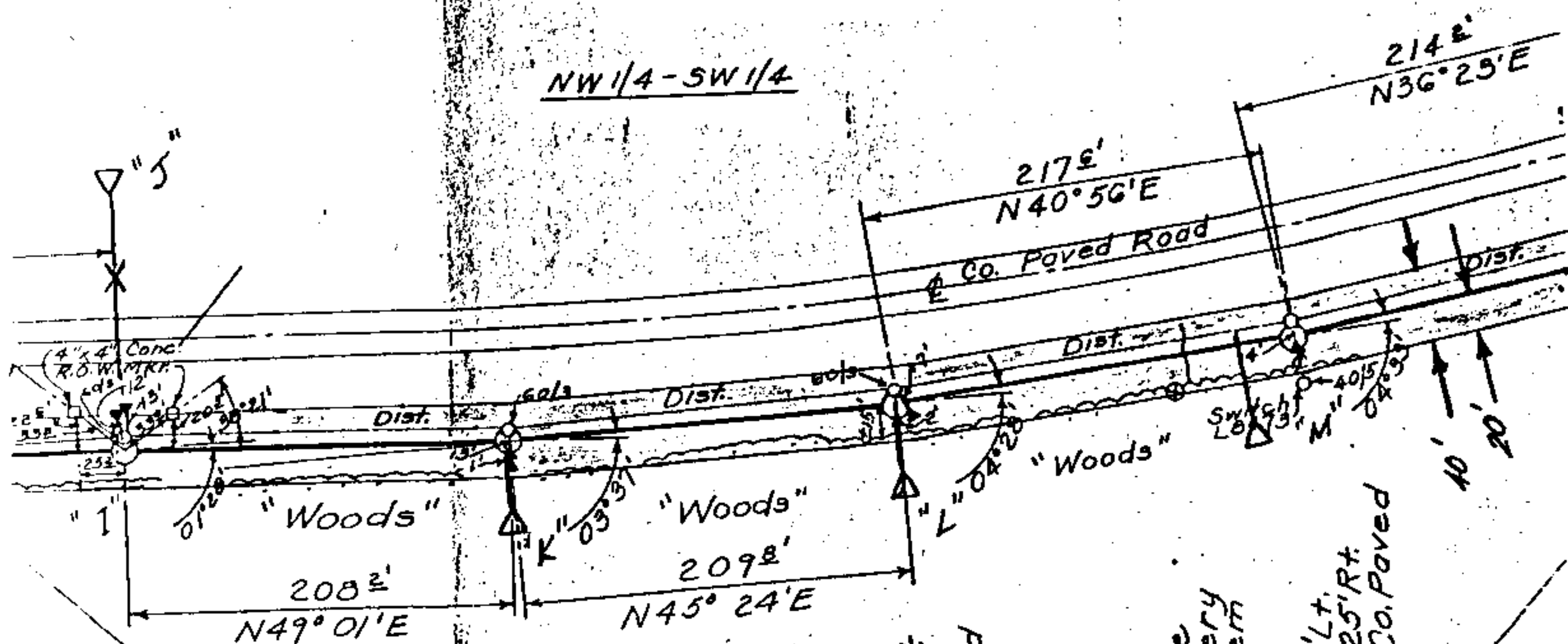
R198 + 90 $\frac{9}{2}$ - 22 $\frac{6}{2}$ Lt. ROW. Marker.
R199 + 16 $\frac{2}{2}$ = Iron Bolt, $\angle = 01^{\circ}28'$, Rt. $\angle 71'$ Lt.
 \angle Dist. Pole $\angle 60'$ Lt. \angle Co. Paved Rd.
R199 + 41 $\frac{9}{2}$ - 20 $\frac{1}{2}$ Lt. ROW. Marker

R201+24 \pm = Iron Bolt, $\angle = 03^{\circ} 37'$ Lt. $\pm 7'$ Lt. \pm
Dist. Pole $\pm 60'$ Lt. \pm Co. Paved Road

R203+342 = Iron Bolt $\angle = 04^{\circ} 28' \pm$
 872' Lt. & Dist. Pole &
 66' Lt. & Co. Paved Road

R204 + 82'-18 1/2' Rt. Sewer Manhole
R204 + 90'-Enter Planted Shrubbery
With U.G. Sprinkler System

R205 + 512 = Iron Bolt, L = 04° 33' Lt.
672' Lt. & Dist. Pole & 25' Rt.
Dist. Pole & 60' Lt. & Co. Paved
Road



NW 1/4 - SW 1/4

217E'
N 40° 56'E

2142
N36°25'E

$$\frac{208^{\pm 1}}{N49^{\circ}01'E}$$

209°
 $N 45^{\circ} 24' E$

Iron Bolt, 4" x 4" x 20 ft.
 17' x 2' x 2' Dist. Pole &
 66' x 2' x 2' Co. Paved Road

R204 + 82'-18 1/2' Rt. Sewer Manhole
R204 + 90-Enter Planted Shrubbery
With U.G. Sprinkler System

R205 + 512 = Iron Bolt, L = 04' 33" Lt.
672' Lt. & Dist. Pole & 25' Rt.
Dist. Pole & 60' Lt. & Co. Paved
Road

ALABAMA POWER CO

JOB VALLEYDALE D.S. - INVERNESS D.

DETAIL Property Map: Sta. 177 + 7
Sta. R207 + 65⁰

SCALE 1" = 100' B/M

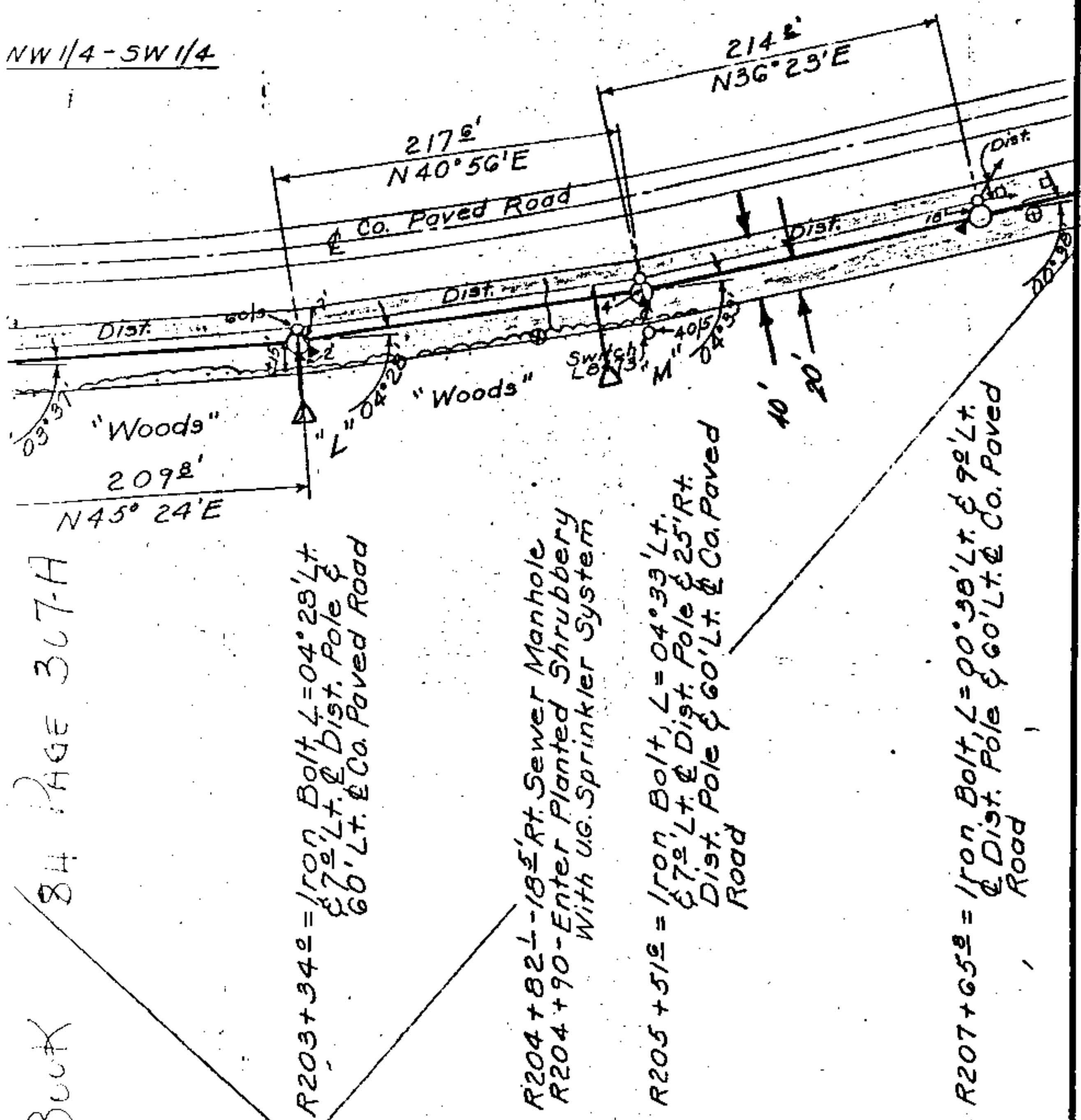
SHEET 11A OF 12 SHEETS

SUPERSEDES Part Of Sh
No. 11 Of Some AX No.

AX-35

EXHIBIT "A"

NW 1/4 - SW 1/4



R203+342 = Iron Bolt, L=04°28' Lt.
67' Lt. & Dist. Pole &
60' Lt. & Co. Paved Road

R204+824-18.5' Rt. Sewer Manhole
R204+90-Enter Planted Shrubbery
With UG Sprinkler System

R205+512 = Iron Bolt, L=04°33' Lt.
67' Lt. & Dist. Pole & 25' Rt.
Dist. Pole & 60' Lt. & Co. Paved
Road

R207+652 = Iron Bolt, L=00°30' Lt. & 90' Lt.
& Dist. Pole & 60' Lt. & Co. Paved
Road

ALABAMA POWER COMPANY

JOB VALLEYDALE D.S. - INVERNESS D.S. - 115KVTL

DETAIL Property Map: Sta. 177+76.2 To
Sta. R207+65.2

DATED K.B. 1-24-85

SCALE 1" = 100' B/M

DATE
DATE

SHEET 11A OF 12 SHEETS
SUPERSEDES Part Of Sh
No. 11 Of Same AX No.

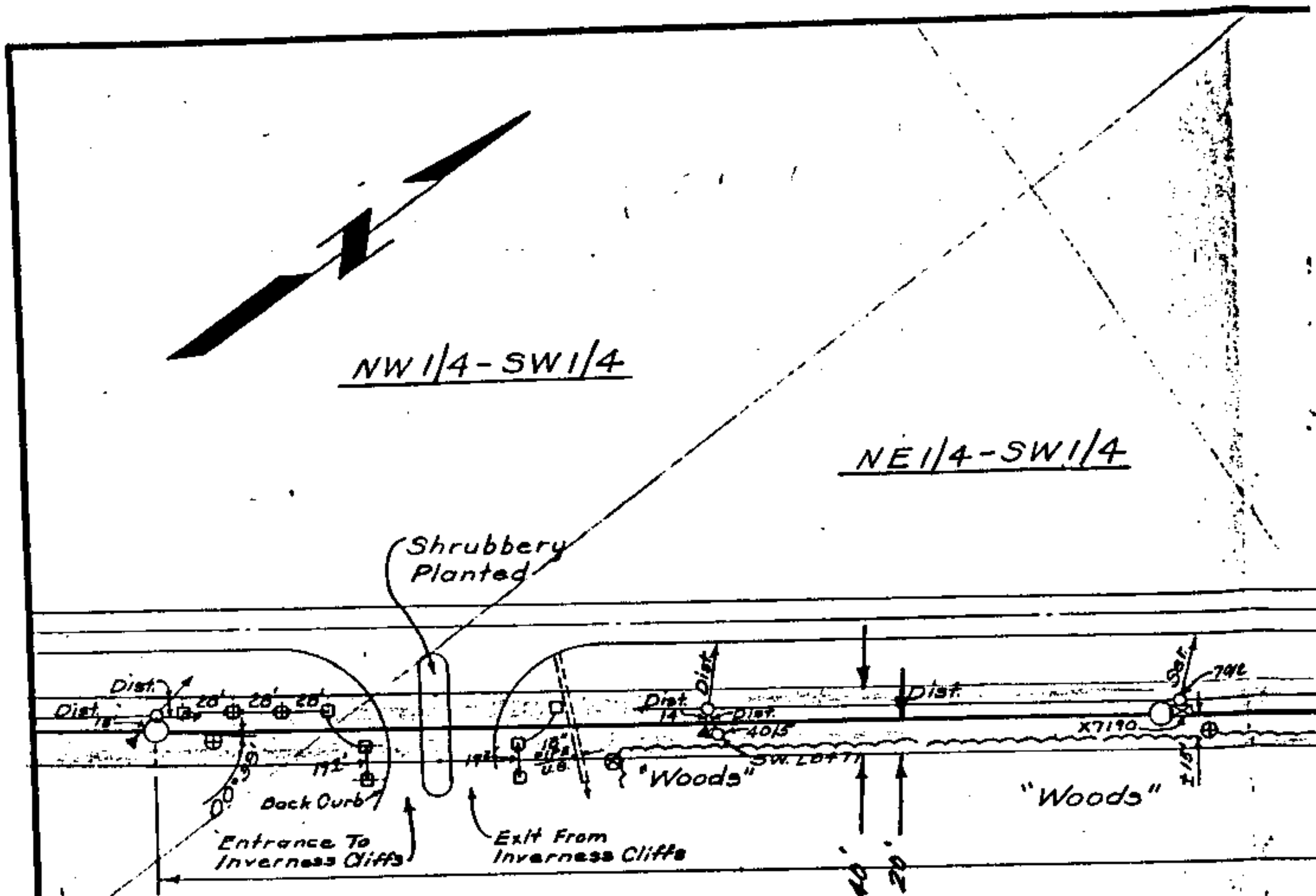
AX-359635

EXHIBIT "A"

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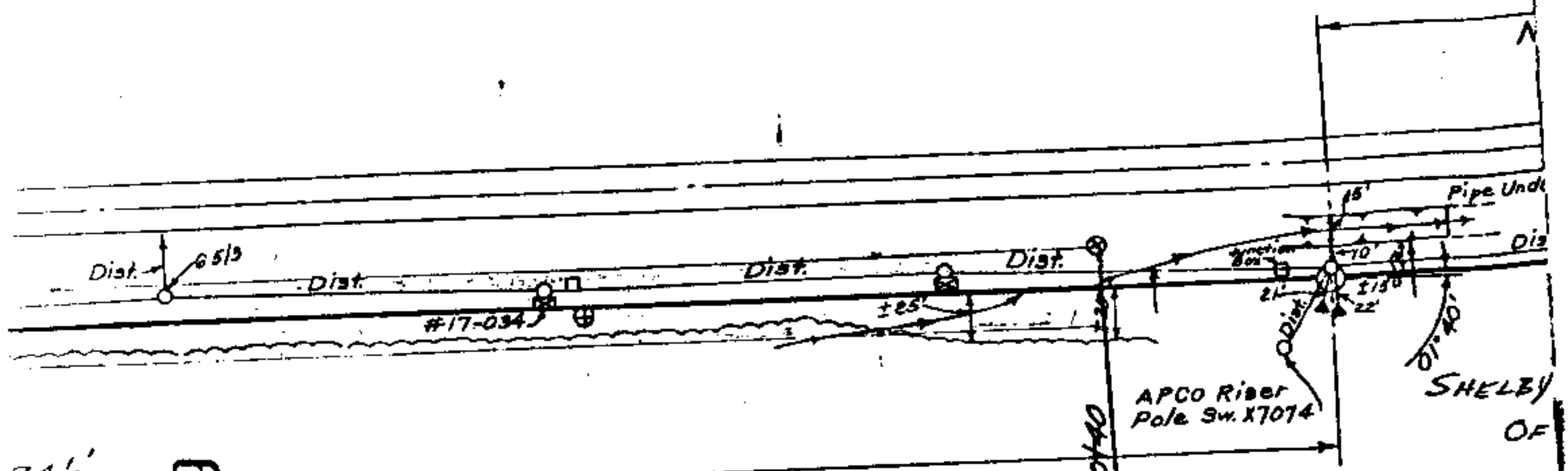
R207 + 65 ± = Iron Bolt, L = 00° 38' Lt.
 ± 92' Lt. & Dist. Pole
 ± 60' Lt. & Co. Paved Road
 R207 + 80 ± = 11 ±' Lt. & 2' x 2' Brick Column
 R207 + 97 ± = 4 ±' Rt. & Sewer Manhole
 R208 + 05 ± = 11 ±' Lt. & 2' x 2' Brick Column
 R208 + 70 ± = Brick Wall
 R208 + 87 ± = 9 ±' Rt. & 2' x 2' Brick Column
 R208 + 98 ± = Back Curb
 R209 + 18 ± = Back Curb
 R209 + 35 ± = Back Curb
 R209 + 64 ± = Back Curb
 R209 + 75 ± = 9 ±' Rt. & 2' x 2' Brick Column
 R209 + 92 ± = Brick Wall
 R209 + 98 ± = 12 ±' Lt. & 2' x 2' Brick Column
 R210 + 07 ± = 18' Pipe (Underground)
 R210 + 30 ± = 20 ±' Rt. & Manhole
 R210 + 35 ± = 15' Rt. Edge Woods
 R210 + 83 ± = 8' Lt. & Dist. Pole
 R210 + 87 ± = 6 ±' Rt. & Dist. Pole

R213 + 48 ± = Iron Bolt & 60' Lt. & Co.
 Paved Road
 R213 + 58 ± = 9 ±' Lt. & Dist. Pole
 R213 + 76 ± = 10' Rt. & Sewer Manhole



SHELBY
T19S-
SECT 1

SE 1/4 - NW 1/4



94'±
°45'E

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R215+69±-13' Lt. & Dist. Pole

R217+59-75' Lt. & Dist. Pole
R217+73-11' Lt. Control Box
R217+77±-12' Rt. Sewer Manhole

R219+00-20' Rt. & Drain

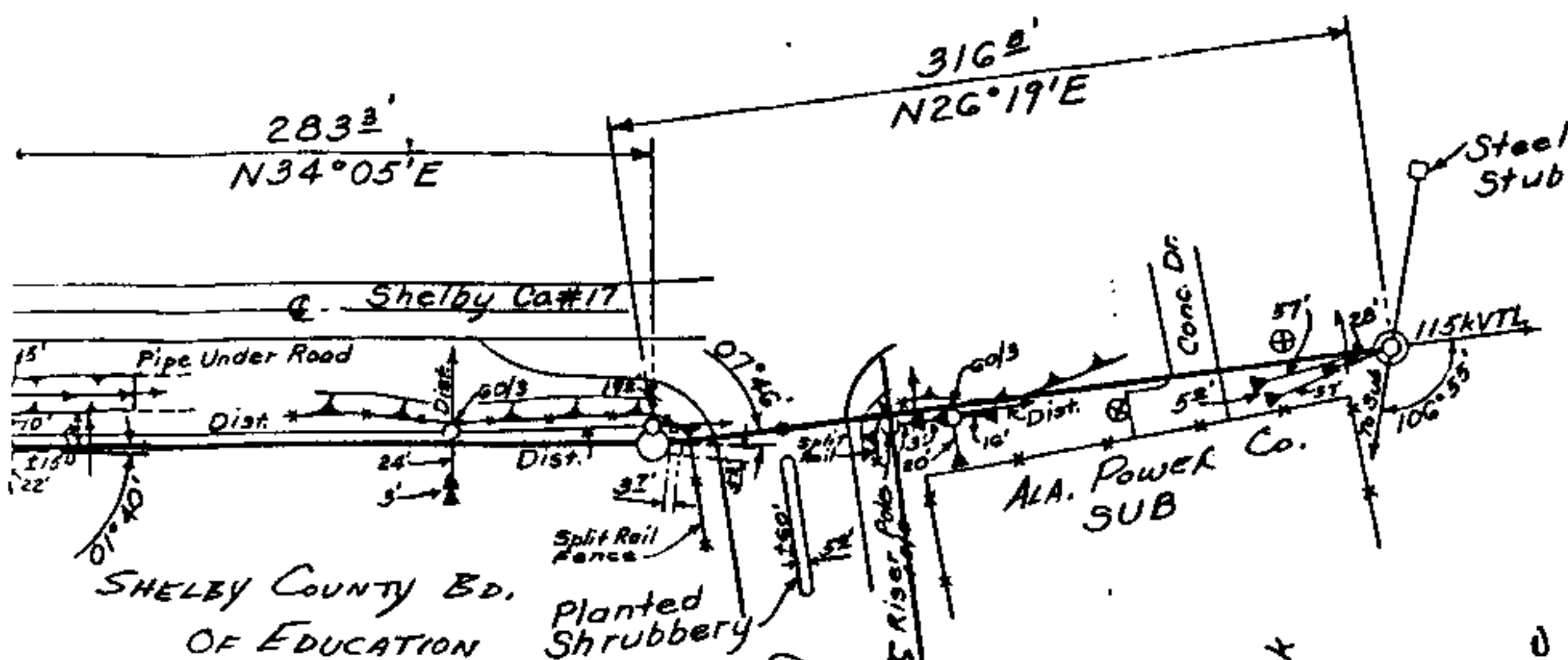
R219+62±-8' Lt. & Dist. Pole
R219+75±-25' Rt. Edge Woods

R220+00-Enter. Drain
R220+37-22±' Lt. & Sewer Manhole
R220+59-Leave. Drain
R220+68-± Drain, & 10' Lt. Junction
Of Drains

R221+00-15' Lt. & Drain
R221+36-1' Lt. Tele. Junction Box
R221+36±-34' Rt. & Dist. Pole
R221+59±-1' On. Bolt, L=01°40' Lt.
65±' Lt. & Dist. Pole & 60' Lt.
& Co. Paved Road
R222+00-± Drain

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ELBY COUNTY
T19S - R2W
SECTION 1



R222+00-6' Dist. Pole & 60' Lt.
& Co. Paved Road
& Drain

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R222+90-13' Lt. Top Bank & 13' Lt. Begin
Split Rail Fence

R223+57-5' Lt. & Dist. Pole & 7' Lt.
Top Cut

R224+00-31' Lt. Edge Pavement Turn
Lane

R224+432 = Iron Hub, L=07°46' Lt. & 75' Lt.
& Dist. Pole & 105' Lt. Top Bank
& 60' Lt. & Co. Paved Road

R224+47-Edge Valve Box

R224+50-11' Lt. & Water Meter (30' x 32')

R224+502-Edge Valve Box

R224+58-1' Lt. Split Rail Fence

R224+68-1' Lt. Enter Paved Dr.

R224+99-1' Lt. Tack & 11' Lt. End Of Curb

R225+27-Leave Paved Dr.

R225+33-Top Bank

R225+40-X Fence & Top Bank

R225+442-12' Rt. & Dist. Pole

R225+50-2' Lt. Cor. Fence

R225+55-5' Lt. Top Bank

R225+56-6' Drain & 27' Rt. Cor. Sub Lot

Fence

R225+71-4' Rt. & Dist. Pole & 2' Lt. Top Bank

R226+00-Top Bank

R226+424-98' Rt. Sewer Manhole

R226+45-35' Rt. Cor. Conc. Parking

R226+65-1' Enter Conc. Dr.

R226+86-1' Leave Conc. Dr.

R227+132-32' Lt. Manhole

R227+38-19' Rt. Cor. Sub Lot Fence

R227+40-6' Drain

R227+602 = R.I.P. 90/2, L=106°55' Rt.
& End Revision

DRAWN X.B.
APPROVED _____
APPROVED _____

BOOK 084 PAGE 311

STATE OF ALA. SHELBY CO
I CERTIFY THIS
INSTRUMENT WAS FILED
1986 AUG -4 PM 3 25

Thomas P. Henderson
JUDGE OF PROBATE

RECORDING FEES
David TAX 30
Recording Fee \$33.00
Index Fee 1.00
TOTAL \$36.50

ALABAMA POWER COMPANY

JOB VALLEYDALE D.S.-INVERNESS D.S.-115KVTL

DETAIL Property Map: Sta. R207+65[±] TO
Sta. R227+60[±]

CHECKED H.H.R. TRACED K.B. 1/31/85

SCALE 1"=100' D/M

DATE

SHEET/2AOF 12 SHEETS

DATE

SUPERSEDES Part OF Sh.
No. 12 OF Same AX No.

AX-359635