

1305

BOOK 201 TAF 140

The grant of the above easement and right of way is subject to the following conditions, the compliance with which is part of the consideration for this agreement:

(1) Grantor shall not be liable for any claims for damage which may accrue on account of the operation or maintenance or construction of said easement or right of way on its land. Grantee does hereby indemnify, protect and save harmless Grantor from all

loss, damage, cost or expense which Grantor may sustain on account of the operation, maintenance, removal or replacement of said easement and right of way and on account of claims of loss or damage by others by reason of the operation, maintenance, removal or replacement of said easement or right of way.

(2) Grantor shall have the right at any and all times to use the land over which said easement or right of way is located.

(3) Grantor may at any time in the future define the routes of ingress and egress which Grantee may use with respect to the maintenance, operation, removal and replacement of said easement or right of way.

This agreement shall inure to and be binding upon the respective heirs, successors and assigns of the Grantor and Grantee.

IN WITNESS WHEREOF, Grantors herein have set their hands and seals to this instrument on this the 26th day of December, 1969.

Thomas M. Pearce (SEAL)
Thomas M. Pearce

Marilyn M. Pearce (SEAL)
Marilyn M. Pearce

William M. Schuler (SEAL)
William M. Schuler

Lemoyne L. Schuler (SEAL)
Lemoyne L. Schuler

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Latrelle H. Conley, a Notary Public in and for said County in said State, hereby certify that Thomas M. Pearce and wife, Marilyn M. Pearce; and William M. Schuler and wife Lemoyne L. Schuler, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the

contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 26th day of December, 1969.

Latrielle H. Anderson
Notary Public

Exhibit "A"

The following real estate situated in Shelby County, Alabama, to-wit:

A parcel of land situated in the NE 1/4 of Section 35, Township 20 South, Range 3 West, being more particularly described as follows: Commence at the SW corner of NE 1/4 of NE 1/4, Section 35, Township 20 South, Range 3 West, thence in an easterly direction along the southerly line of said 1/4-1/4 section for a distance of 29.39 feet to point of beginning; thence turn an angle to the right of 65 deg. 04 min. 35 sec. and in a southeasterly direction for a distance of 827 feet, more or less, to a point in the center line of Buck Creek as presently located; thence run in a southwest-erly direction along the meanderings of said Buck Creek for a distance of 480 feet, more or less, to its intersection with northeasterly right of way line of Alabama Power Company right of way; thence run in a northwesterly direction along the northeasterly right of way line of said Alabama Power Company right of way for a distance of 1895 feet, more or less, to its in-tersection with the southerly right of way line of Alabaster Industrial Road; thence turn an angle of 114 deg. 38 min. 25 sec. to the right and in an easterly direction along the southerly line of said Alabaster Industrial Road for a distance of 277.53 feet to a point of beg. of a curve to the right (said curve having a central angle of 3 deg. 20 min. 35 sec. and a radius of 2824.98 feet; thence along the arc of said curve for a distance of 164.83 feet; thence turn an angle to the right of 63 deg. 41 min. 17.5 sec. (said angle being measured from chord of last described course being situated in a curve); thence run a southeasterly direction parallel with the Alabama Power Company's right of way and 400 feet northeasterly of said right of way for a distance of 658.59 feet to the point of beginning. Said parcel containing 15.1 acres, more or less.

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