

STATE OF ALABAMA)
)
SHELBY COUNTY)

622

KNOW ALL MEN BY THESE PRESENTS, that Alabama Power Company, a corporation, (hereinafter sometimes called the grantor) for and in consideration of One Dollar (\$1.00) to it in hand paid by Etta Boles, (hereinafter sometimes called the grantee) the receipt of which is hereby acknowledged, and the certain land rights heretofore conveyed by grantee to grantor in that instrument dated June 22, 1973, and recorded in Book 5 at pages 101, 102 and 103 in the Probate Records of Shelby County, Alabama. The grantor does hereby grant unto the grantee, her heirs and assigns, subject to the terms, conditions, reservations and limitations hereinafter set forth, a non-exclusive road easement or right to the use of a private road, constructed and maintained by grantor over, under and across the surface of the following described land and land rights owned by the grantor in Shelby County, Alabama, to-wit:

The northeast quarter of northeast quarter of Section 32 and northwest quarter of northwest quarter of Section 33, Township 21 south, Range 2 west, Shelby County, Alabama, as shown by drawing marked Exhibit "A" as recorded in Book 5 at page 102 in the Probate Records of Shelby County, Alabama, a copy of which is attached hereto and made a part hereof.

The non-exclusive easement or right to the use of a private road hereby granted is for the benefit of the grantee, her heirs and assigns, and is intended to provide adequate and convenient access by road to grantee's adjacent lands. The terms, conditions, reservations and limitations set forth herein are not intended to deny or unreasonably restrict or limit the grantee in her ordinary, normal and peaceful use and enjoyment of the rights granted hereby. The grantor, nevertheless, retains the right on behalf of itself and its agents to temporarily interrupt traffic on and over said road at such reasonable times as the grantor or grantor's agents may see fit,

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for the purpose of construction or maintenance of buildings, structures, wire lines, poles, towers, excavations or other facilities or appliances which may be on or near said road.

The grantor expressly reserves unto itself, its successors and assigns, the right to construct, operate and maintain, on the easement herein granted, lines, poles, towers and appliances necessary therewith for the transmission of electric power as may become necessary or desirable in the future, and the right to permit other corporations and persons to attach wires to said poles and towers.

In accepting this grant and exercising any rights granted by this easement the grantee agrees that in the event the use of such easement shall interfere with the full enjoyment by the grantor of said land, the grantee shall remedy such interference within thirty (30) days from the date of notice from the grantor of such interference; but if the grantee fails or is unable to remedy such interference within thirty (30) days from the date of the written notice thereof, the grantor may remove or otherwise remedy such interferences at the expense of the grantee, which expense the grantee agrees to pay within ten (10) days after receipt of statement of such expense from the grantor.

Further, in exercising the rights herein granted, the grantee agrees and covenants to release, indemnify, protect and hold harmless the grantor from and against any and all claims and demands by grantee, any member of her family, employees, tenants, guests, or invitees, for damages to property and injury or death to persons caused by or resulting from any riots, strikes, civil disorders, acts of God or any other act over which the grantor has no control which may arise out of, directly or indirectly, the use or exercise of said easement over subject land hereby granted.

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The rights herein granted are subject to existing easements and rights of way which have been granted by grantor and prior owners to others, over, under and across the above-described lands.

TO HAVE AND TO HOLD unto Etta Boles, her heirs and assigns, subject to the reservations and conditions herein stated.

IN WITNESS WHEREOF, Alabama Power Company has caused this instrument to be executed in its name by its Vice President, and attested by its Secretary, duly authorized and its corporate seal to be hereto affixed on this 19th day of October, 1973.

ALABAMA POWER COMPANY

ATTEST:

B. A. Bowron
Its Secretary

BY

Jesse S. Vogtle
Its Vice President

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STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Mary Cochran, a Notary Public in and for said County in said State, do hereby certify that Jesse S. Vogtle whose name as Vice President of Alabama Power Company, a 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 October, 1973.

Mary Cochran
Notary Public
My Commission Expires 10/29/1974

APPROVED AS TO FORM { BALCH, BINGHAM, BAKER, HAWTHORNE & WILLIAMS
By S. E. Balch
APPROVED AS TO TERMS AND DESCRIPTION { By D. C. Hood
ASST. MGR. LAND DEPT.

IN WITNESS WHEREOF, the grantee, Etta Boles,
accepts the easement herein granted on behalf of herself,
her heirs and assigns; subject to the terms, conditions,
reservations and limitations set forth herein.

Etta Boles
Etta Boles

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STATE OF ALABAMA)
)
Shelby COUNTY)

I, L. E. Parker, a Notary Public
in and for said County, in said State, hereby certify
that Etta Boles, whose name is signed to the foregoing
conveyance, and who is known to me, acknowledged before
me on this day, that, being informed of the contents
of this instrument, she executed the same voluntarily
on the day the same bears date.

Given under my hand and official seal this 29th
day of October, 1973.

L. E. Parker
Notary Public

CLERK OF ALABAMA
SHELBY COUNTY
INSTRUMENT W/4/4
1512 OCT 29 PM 1:19
REC. DR. & PAGE AS SHOWN ABOVE
U.S. FILE PROCEEDING
Clerk of Probate

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