E A S E M E N T

429

STATE OF ALABAMA

COUNTY OF SHELBY

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Shelby Cnty Judge of Probate,AL
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KNOW ALL MEN BY THESE PRESENTS, that 2154 TRADING CORPORATION, a New York Corporation, doing business as INVERNESS whose address is P.O. Box 43248, Birmingham, Alabama (herein referred to as Grantor) for and in consideration of ONE and NO/100 DOLLAR ($1.00) and other considerations, received from the 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 and upon that portion of that certain tract located in Sections 35 & 36 of Township 18S and Section 2 of Township 19S, Range 2W of Shelby County, Alabama which portion is shown shaded in on the Exhibit A drawing attached hereto and made a part hereof, as furnished by ALABAMA POWER COMPANY, drawn and traced by Mullinex, approved on 11/6/78 by J. Vaughn and approved on 11/7/78 by R.R. Moore, Map Reference D-BD-71845 #39, S.36, T.18, R.2W., Sheet 1 of 1, further referred B/M0170-000339-801, C-BD-13415; said Easement is to be utilized for the purpose of constructing, using, maintaining, and repairing electrical transmission and/or distribution facilities consisting of wires, cables, equipment and other appurtenances as shown on said Exhibit A for the purpose of transmitting and distributing electrical power over and across the easement land, together with the right to keep the wires, cables, and

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Alabama Power Company
P. O. Box 2641
Birmingham, Alabama
Telephone 205 323-6341
Attn R.C. Pogin Corp. Re.

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other appurtenances free of any obstructions which would interfere with the use, maintenance or operation of such equipment and appurtenances.

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 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 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, 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 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 overhead electrical facilities on the Easement Land to another 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

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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 sixty (60) days after the date of the giving of such written notice and to complete all work involved in such relocation within one hundred twenty (120) 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 negligent 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. Grantor shall have the right at any time, or from time to time, without the consent or approval of Grantee, to dedicate all or any portion of the Easement Land for purposes of a public road right-of-way, subject to Grantee's rights to construct, repair, replace, and maintain its electrical transmissions and/or distribution facilities within the proposed public road right-of-way.

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6. Notwithstanding anything hereinabove contained to the contrary, it is expressly understood and agreed by Grantor and Grantee that (i) the Easement is valid, binding and enforceable only as it pertains to, and the rights granted herein to Grantee only permit, an overhead electrical transmission and/or distribution system within the Easement Land and (ii) the Grantor and its successors and assigns and others claiming under or through Grantor, and Grantor's agents, guests and invitees, shall be permitted to use the Easement Land for all purposes which are not inconsistent or cause interference with said electrical transmission and/or distribution system, including, without limitation, a paved parking area or road right-of-way and/or the installation of other utilities.

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7. It is further understood that the Easement Land as shown shaded on the Exhibit A drawing is a 30-foot wide strip. Where the Easement Land parallels the present Inverness boundary line there is a three-foot wide wooded buffer area adjacent and contiguous to the boundary owned and retained by the Grantor. This buffer is not a part of the Easement Land. Grantee shall have the right of ingress and egress to said Easement Land by way of the paved roadways, paved areas, or construction roadways across the lands owned by 2154 TRADING CORPORATION which lie adjacent to said Easement Land. Grantee shall be responsible for any damage done by it in using the areas outside the Easement Land for ingress and egress to said Easement Land.

8. 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, the parties hereto have hereunto set their hands and seals on the 6th day of June, 1979.

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As to 2154 Trading Corporation:
Signed, sealed, and delivered
in the presence of:

Unofficial Witness

Notary Public
Notary Public Georgia State at Large
My Commission Expires: 9-23-82

2154 TRADING CORPORATION

By: _____

Title: Vice Pres

Attest: _____

Title: Assistant Sec.

(CORPORATE SEAL)

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As to Alabama Power Company:
Signed, sealed, and delivered
in the presence of:

Unofficial Witness

Notary Public

ALABAMA POWER COMPANY

By: _____

Title: Vice President

Attest: _____

Title: _____

(CORPORATE SEAL)

PLEASE RETURN TO PARKER, HANKINSON, HARRIS & WARD
By Hazel Williams (See letter 8/4/19/79)
By W. E. Humphrey
LAND ACQ

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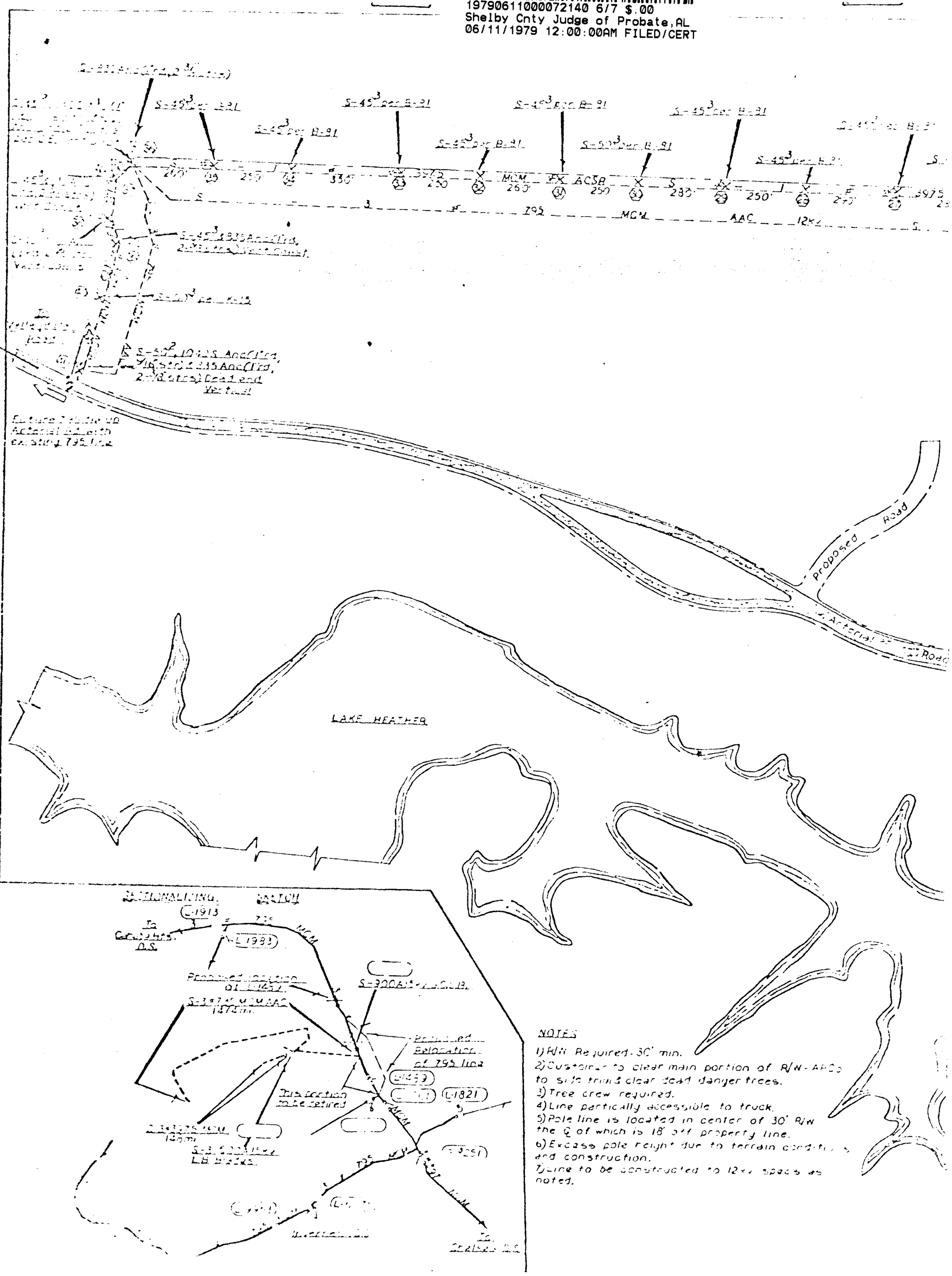
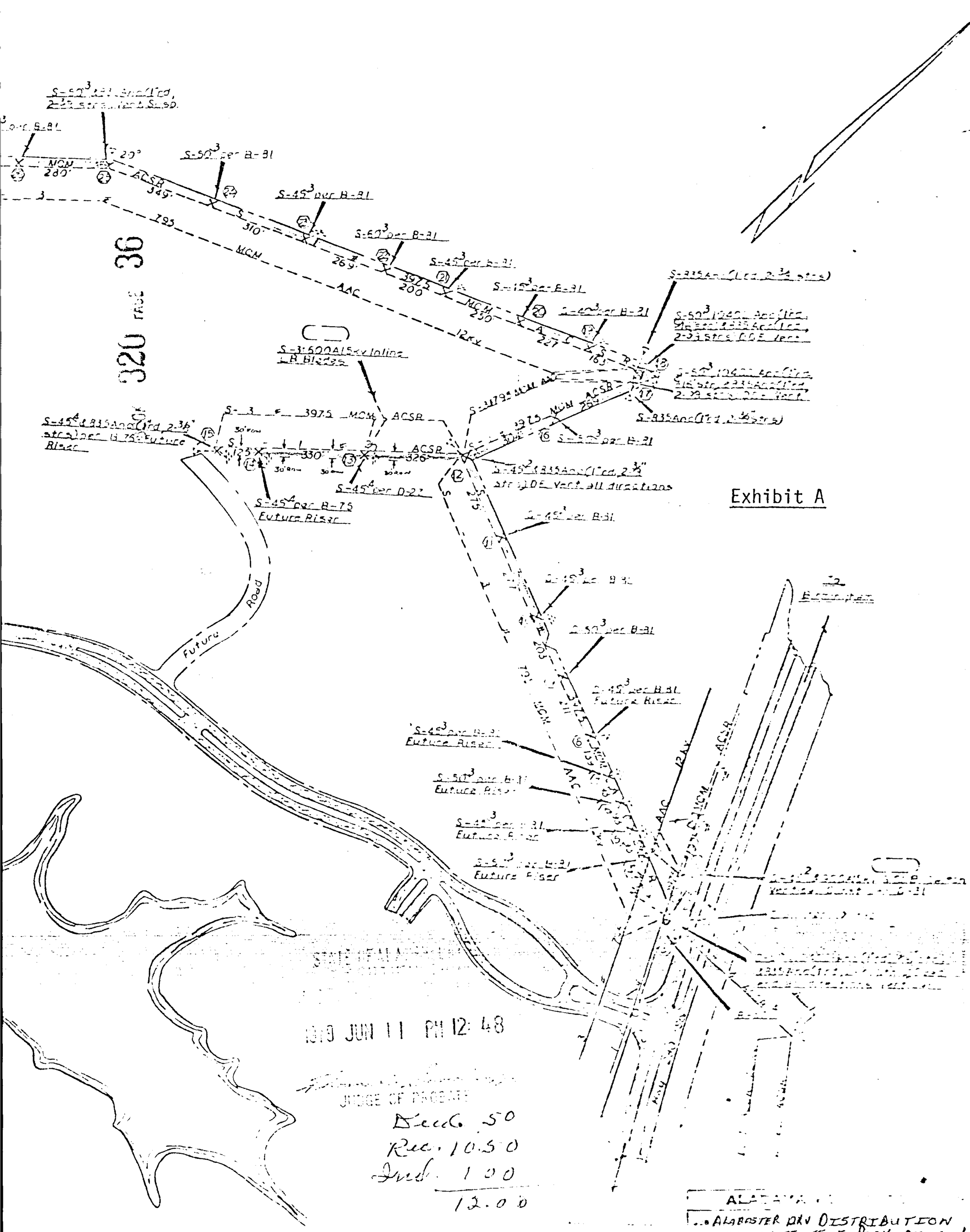
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