

883

6010 0170 06 0014 000

STATE OF ALABAMA

Taylor & Mathis-Building #31

405952

COUNTY OF SHELBY

Inverness Sub.

KNOW ALL MEN BY THESE PRESENTS, that 2154 TRADING CORPORATION, a New York Corporation, doing business as INVERNESS CENTER whose address is 31 Inverness Center Parkway, Birmingham, Alabama (herein referred to as Grantor) for and in consideration of One and No/100 Dollar (\$1.00) and other valuable 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, under and upon that portion of that certain tract of land in Shelby County, Alabama described herein which portion is shown shaded in on the Exhibit "A", Sheet 1, a copy of which is attached hereto and made a part hereof, as furnished by ALABAMA POWER COMPANY, drawn and traced by Young, approved on 6/28/79 by R. R. Moore, C-BD-13899;

A part of the Northwest Quarter of the Southwest Quarter of Section 36, Township 18 South, Range 2 West, and the Northeast Quarter of the Southeast Quarter of Section 35, Township 18 South, Range 2 West, being more particularly described as follows: Commence at the Southwest Corner of the Northwest Quarter of the Southwest Quarter and sighting North along the West line of said Quarter-Quarter Section turn an angle left of 44°12' and run Northwesterly 354.20 feet; thence, turn an angle right of 78°37' and run Northeasterly 638.56 feet; thence turn right 30°46'30" and run Northeasterly 225.67 feet; thence, turn right 92°42' and run Southeasterly 372.33 feet to the Point of Beginning of the tract herein described, said point being on the 496 foot contour of Lake Heather; thence, an angle right of 180° and run Northwesterly 290.25 feet to the right-of-way of Inverness Center Arterial Road; thence backsighting on last course turn an interior angle right of 87°18' and run Southwesterly 80.69 feet to a point of curve to the left; running thence along said curve, having a chord measuring 398.34 feet that forms an interior angle of 164°42'30", an arc distance of 403.11 feet (said curve having a radius of 755.19 feet and central angle of 30°35'); thence backsighting on last course turn an interior angle right of 164°42'30" to chord of said curve and run along said southerly right-of-way in a Southwesterly direction 150.86 feet; thence backsighting on last course turn an interior angle right of 102°03'30" and run Southeasterly 269.97 feet; thence backsighting on last course, turn an interior angle right of 141°30' and run Southeasterly 107.44 feet to the 496 foot contour of Lake Heather; thence following the meanderings of 496 foot contour to the Point of Beginning; said property having a six-story office building under construction thereon, being known as 31 Inverness Center Parkway; per Plat of Inverness Office Park, Site #7, Building #31 as prepared by Bethel W. Whitson Company, Inc., last revised February 28, 1980.

BOOK 326 PAGE 141

9
36 T18S R2W
12
35 T18S R2W

19800429000048180 1/6 \$.00
Shelby Cnty Judge of Probate, AL
04/29/1980 12:00:00 AM FILED/CERT

This instrument prepared in the Corporate Real Estate Dept. of Alabama Power Co. Birmingham, Ala.
By R. C. Coggins

Said Easement is to be utilized for the purpose of installing, using maintaining, and repairing underground 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 under and through the easement land, 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.

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 successor 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 installing, 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 underground 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 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 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 with 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 right to construct, repair, replace, and maintain its electrical transmission and/or distribution facilities within the proposed public road right of way.

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 underground 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

BOOK 326 PAGE 143

limitation, a paved parking area or road right of way and/or the installation of other utilities.

7. It is further understood that the Easement Land as shown shaded on Exhibit "A" is a 10 foot wide strip as measured 5 feet on each side of the centerline. 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 8th day of April, 1980.

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

Michael F. [Signature]
Unofficial Witness

Judith J. Ross
Notary Public
Notary Public Georgia State at Large
My Commission Expires: 9-26-82

2154 TRADING CORPORATION

By: [Signature]

Title: VICE PRESIDENT

Attest: _____

Title: _____

(CORPORATE SEAL)

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

Richard L. [Signature]
Unofficial Witness

Don L. Hardwick III
Notary Public

Commission expires 1/27/82

ALABAMA POWER COMPANY

By: [Signature]

Title: Vice President

Attest: _____

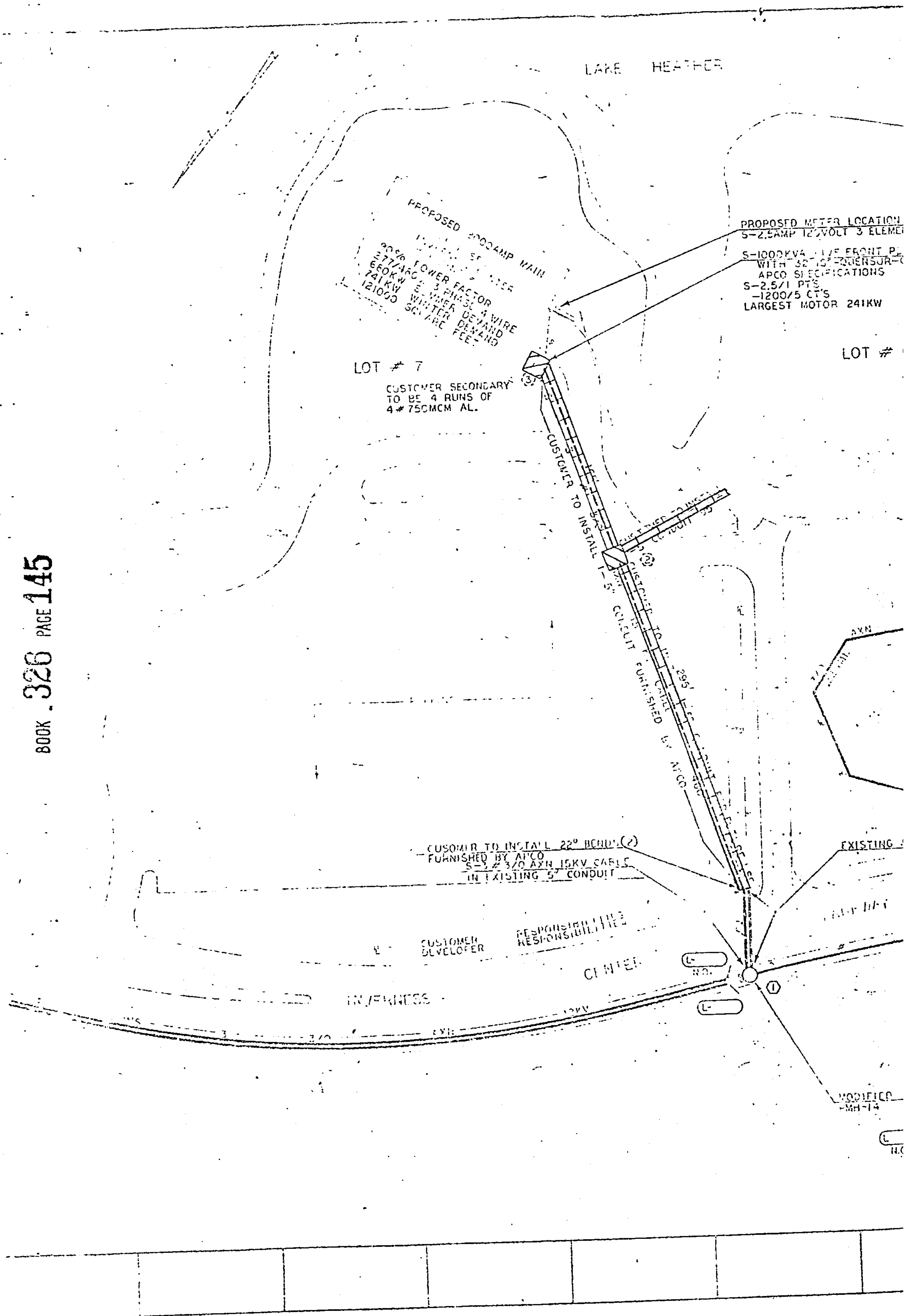
Title: _____

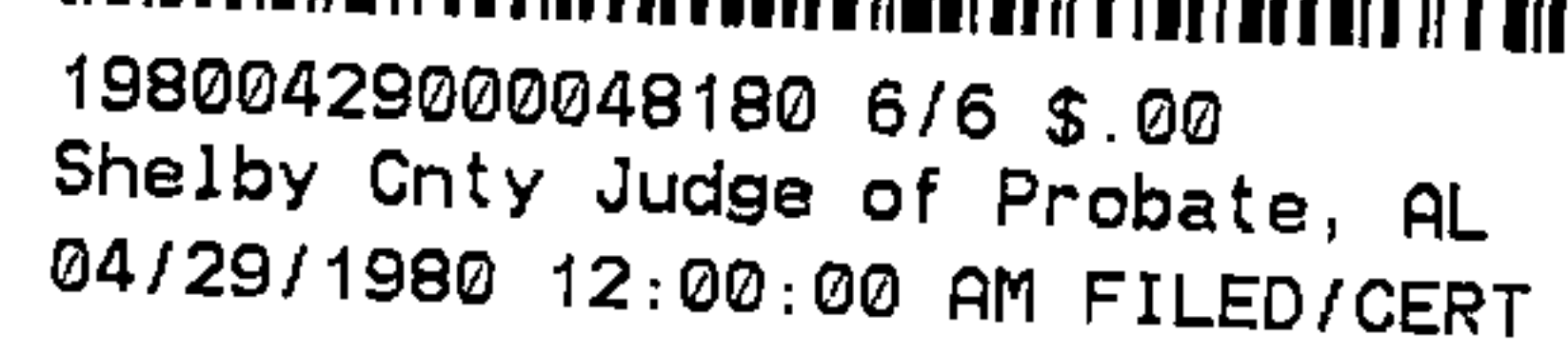
(CORPORATE SEAL)

APPROVED AS



19800429000048180 4/6 \$.00
Shelby Cnty Judge of Probate, AL
04/29/1980 12:00:00 AM FILED/CERT

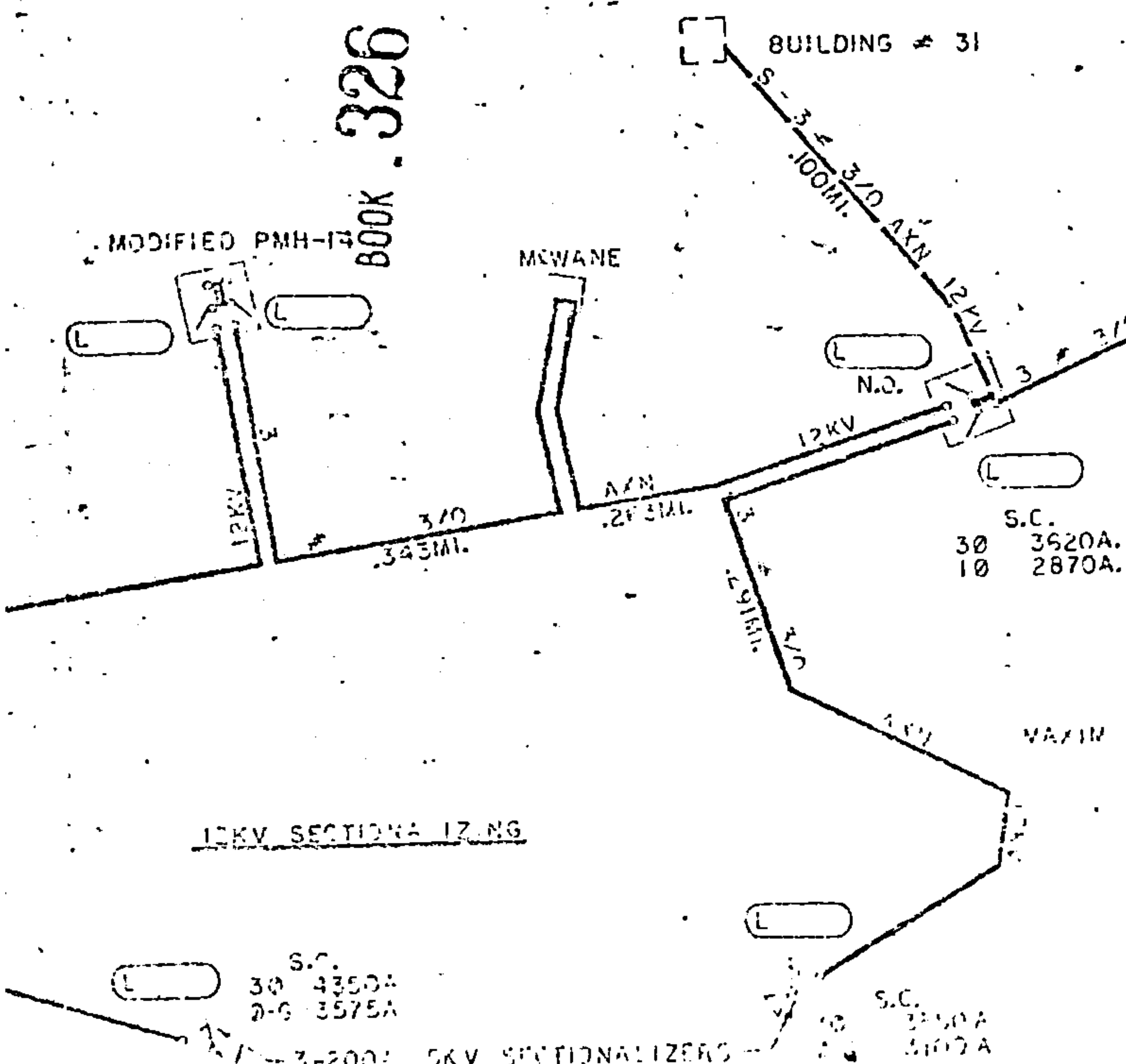




19800429000048180 6/6 \$.00
Shelby Cnty Judge of Probate, AL
04/29/1980 12:00:00 AM FILED/CERT

UNIT ASSEMBLY 12KV 277/380V WITH TYPE I ENCLOSURE (X)
CUSTOMER TO INSTALL PAD TO (6239)

BOOK 326 PAGE 146



STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1960 APR 29 AM 10:00

JUDGE OF PROBATE

Dead Tax .50
Per. 9.00
Club. 1.00

10.50

5. CONDUCT

PULLING TENSIONS FOR 3/4" AAS PRIMARY CABLE

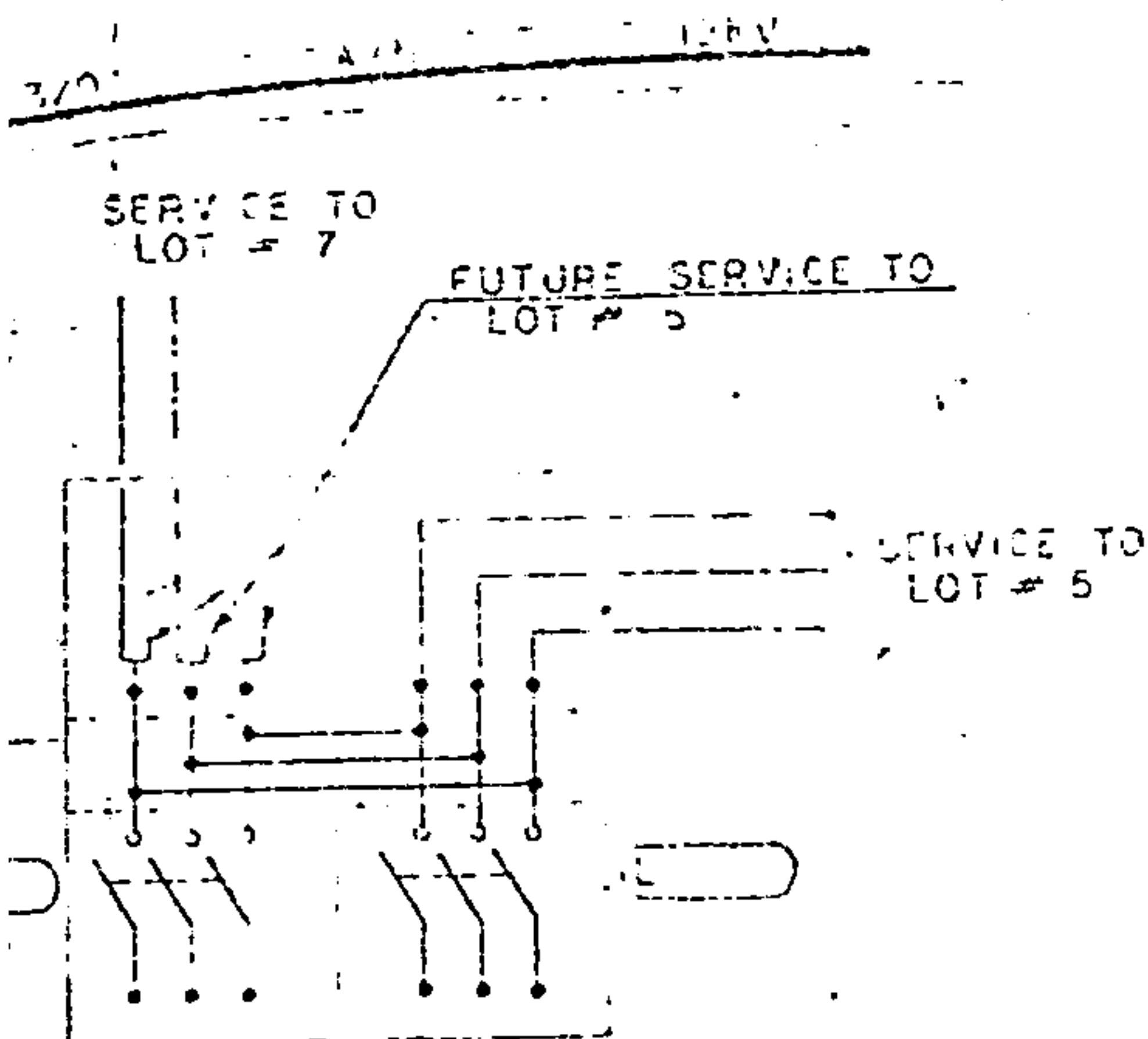
Full Sidewalk Dressing

CLARK 111113 TELEG RT

[illegible]

MAILED 6 12 1968

MAXIMUM ALLOWABLE ENLARGEMENT 100% FULL SIZE



PULL FROM 1 TO 2

SWITCHGEAR

90° 70 22°
BEND BEND

45°
ECHO

FULL BOX

PULL FROM 3 TO 2

— 224 —

EXHIBIT "A"

ALBERT E. JOHNSON COMPANY

S- C
T- S
R- 2-4
NA- C-7-45-30

DATA FILE CODE

DATE: 10/10/19

APPENDIX

—