

STATE OF ALABAMA)

COUNTY OF SHELBY)

Inst # 1999-34484

08/17/1999-34484

09:58 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
007 CRH 24.00

THIS INDENTURE made and entered into by and between Alabama Power Company, a corporation, hereinafter sometimes referred to as the Grantor, and Acton Land Company L.L.C., hereinafter sometimes referred to as the Grantee.

WITNESSETH:

WHEREAS, Grantor has acquired and owns certain lands and interest in lands located in the Northwest Quarter of the Southeast Quarter of Section 1, Township 19 South, Range 2 East, Shelby County, Alabama; and

WHEREAS, Grantee desires to acquire a non-exclusive road access easement across portions of said lands (said lands being herein described as the "Easement"); and

WHEREAS, Grantor is willing to grant to Grantee the aforementioned road easement over and across the easement parcel for such purpose upon the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the premises, and of the covenants and agreements of the Grantee as hereinafter set out, and in further consideration of the sum of Thirteen Thousand Nine Hundred Dollars (\$13,900) in hand paid to the Grantor by the Grantee, receipt of which is hereby acknowledged, the Grantor does hereby grant, to the extent of its interest, unto the Grantee, its successors and assigns, subject to the terms and conditions hereof, a non-exclusive 60 foot wide road access over and across the Easement Parcel, in Shelby County, said Easement being described as follows:

For access to adjoining land across property owned by Alabama Power Company, an easement being 60 feet in width and the center of said easement being more particularly described as follows: From the Northeast corner of the NW1/4-NE1/4 of Section 1, Township 19 South, Range 2 East, Shelby County, Alabama, thence S 2°31'07"W along the East boundary of said quarter-quarter section for a distance of 652.06 feet to the Southeast corner of the North one-half of said quarter-quarter section; thence N 88°13'52"W along the South boundary of said North one-half for 306.71 feet to a point in the center of herein described 60 foot easement, said point being the POINT OF BEGINNING of herein described easement; thence from said POINT OF BEGINNING proceed along the center of said easement S 18°44'02"E 914.25 feet; thence S 43°36'35"E along said center for 537.54 feet to a point in the center of Shelby County Highway No. 60 (R/W 80'), said point being the POINT OF TERMINATION of herein described 60 foot easement.

1. The construction, operation and maintenance of said road shall be the sole responsibility of Grantee. Grantor may grant to Grantee and to others, at its discretion the right to install water, gas, telephone and electric facilities within the confines of the

Danny Acton
2232 Cahaba Valley Dr.
B'ham AL 35242

Easement. No timber shall be damaged or cut outside the confines of the Easement for any reason and in the event of any such cutting by Grantee, Grantee shall pay Grantor \$500.00 for each tree so cut or damaged.

2. Grantee shall not build, start or set fires on the Easement or on lands of the Grantor adjacent to the Easement, and shall take all reasonable precautions to prevent forest fires on the Grantor's property. Furthermore, if Grantee discovers or learns of any fire on Grantor's property or in the vicinity thereof, Grantee shall immediately notify Grantor and the Alabama Forestry Commission and take all reasonable measures to control and extinguish the fire and to prevent or minimize damage to persons, land and personal property.

3. Grantee shall not permit litter to remain on the property nor engage in or permit any activity which may damage, destroy or injure the property including any timber, pulpwood or other tree growth thereon. Prohibited activities include, but are not limited to, placing nails, spikes, screws or other metal objects in any tree on the property.

4. The easement herein granted is made subject to all easements and rights of way for roads or other public utilities which are not located on the right of way herein granted, and there is excepted from this grant the facilities, lines and appurtenances, if any.

5. The said road shall be constructed, operated and maintained in accordance with the adopted procedure of well regulated businesses and undertakings of the same or similar kind, and in such manner as not to be in conflict with, or cause the facilities of the Grantor or its successors, lessees and assigns to be in conflict with, the specifications now or hereafter prescribed by any laws, regulations or ordinances of any federal, state or local government, or of any regulatory agency, to which such road and utility facilities may be subject.

6. Grantee will at all times hereafter indemnify, protect and forever hold Grantor, and its agents and assigns, harmless from and against any and all liability, obligations, costs, claims, loss, damage, expense (including, without limitation, court costs and attorney's fees and expenses) and liability which Grantor may incur, suffer, sustain or be subject to, resulting from or arising out of the construction, operation and maintenance use or presence of the road and or utility easements herein granted.

7. Grantee shall take all necessary precautions during the construction, operation and maintenance of the road authorized hereunder to be built, to protect the lands of Grantor from every form of pollution. In the event Grantee does not fulfill this obligation, in the opinion of Grantor, Grantee agrees to take immediate corrective action as Grantor may direct.

8. It is agreed that any provision hereof relating to indemnity or the payment of expenses by Grantee shall survive any termination of this easement.

9. This agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.

10. Grantor expressly reserves the right of ingress and egress across the facilities covered by this consent and Grantor further reserves from any use by Grantees, all existing electric transmission lines, related facilities and rights of way therefore which are located, or in the future may be located, on the Easement Parcel. Grantor also

reserves the right to construct, operate and maintain additional lines, towers and appliances as may become necessary or desirable in the future, without compensation to the Grantee or others having utility facilities on the easement, together with rights of way therefore and the right to grant to others the right to use such rights of way, and to use in the future existing rights of way for the construction, maintenance, and operation of such facilities as the Grantor desires in connection with its business operations, so long as the new facilities do not unreasonably interfere with the road of the Grantee.

11. The Grantee shall not use the easement herein granted in any manner so as to endanger health, create a nuisance or otherwise be incompatible with the overall use of said land.

12. Grantee shall promptly notify the Grantor of any unusual or hazardous conditions relating to the construction, maintenance or existence of said road.

13. Upon completion of the construction, Grantee shall remove or cause to be removed all equipment used and all debris and refuse resulting from construction hereunder, and shall leave the premises in condition satisfactory to Grantor.

14. It is understood and agreed that should the easement granted by the Grantor to the Grantee after dedication and acceptance for maintenance by the City of Vincent, located in Shelby County, Alabama, be abandoned by the City or cease to be used for such purposes, upon the recording of a statement of abandonment by the City of Vincent, its successors or assigns, in the office of the Judge of Probate of Shelby County, Alabama, that this consent of easement is to be held null and void forthwith and all rights, title and interest granted hereby shall revert to and become the property of the Grantor, its successors and assigns.

15. In the event of the termination of this agreement for any reason, or its cancellation for any reason, the Grantee shall have the right to remove any and all of the properties, both real and personal, that have been placed on the lands covered by this agreement, within one hundred eight (180) days after date of termination.

16. In the event of the termination of this agreement for any reason, or its cancellation for any reason, the Grantee shall have the right to remove any and all of the properties, both real and personal, that have been placed on the lands covered by this agreement, within one hundred twenty (120) days after date of termination.

17. Grantee shall take all reasonable precautions to ensure that the construction, operation, and maintenance of said road on the Easement Parcel will occur in a manner that will protect the scenic, recreational, and environmental values.

18. Where notices are provided for herein, such notices shall be conclusively deemed given when posted in the United States mail, addressed as follows:

Notice to Grantor

Corporate Real Estate
Alabama Power Company
P.O. Box 540
Clanton, AL 35046-0540

Notice to Grantee

Acton Land Company, L.L.C.
Danny Acton, Managing Member
2232 Cahaba Valley Drive
Birmingham, AL 35242

19. If any term of this easement, to any extent, shall be held invalid or unenforceable, the remaining terms and provisions hereof shall not be affected hereby, but each such remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

20. In the event of a breach of any term, covenant, restriction or condition of this easement by Grantee, Grantor shall have, in addition to the right to collect damages, the right to enjoin such breach or threatened breach in a court of competent jurisdiction.

This agreement shall inure to and be binding upon the respective successors, lessees and assigns of the parties hereto.

TO HAVE AND TO HOLD UNTO the Grantee, its successors and assigns, forever, 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 Stell F Benetfield, its Mgr, Sales & Leases being duly authorized thereto.

ALABAMA POWER COMPANY

By 
Its: Manager, Sales and Leasing

TERMS ACCEPTED:


Danny Acton, PRESIDENT
ACTON LAND COMPANY, L.L.C.

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Stell F. Benefield, whose name as Manager, Sales & Leasing, 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 this 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 16th day of August, 1999.

(SEAL)

Mary E. Brown
Notary Public

My commission expires: 5-7-2002

STATE OF ALABAMA)

COUNTY OF SHELBY)

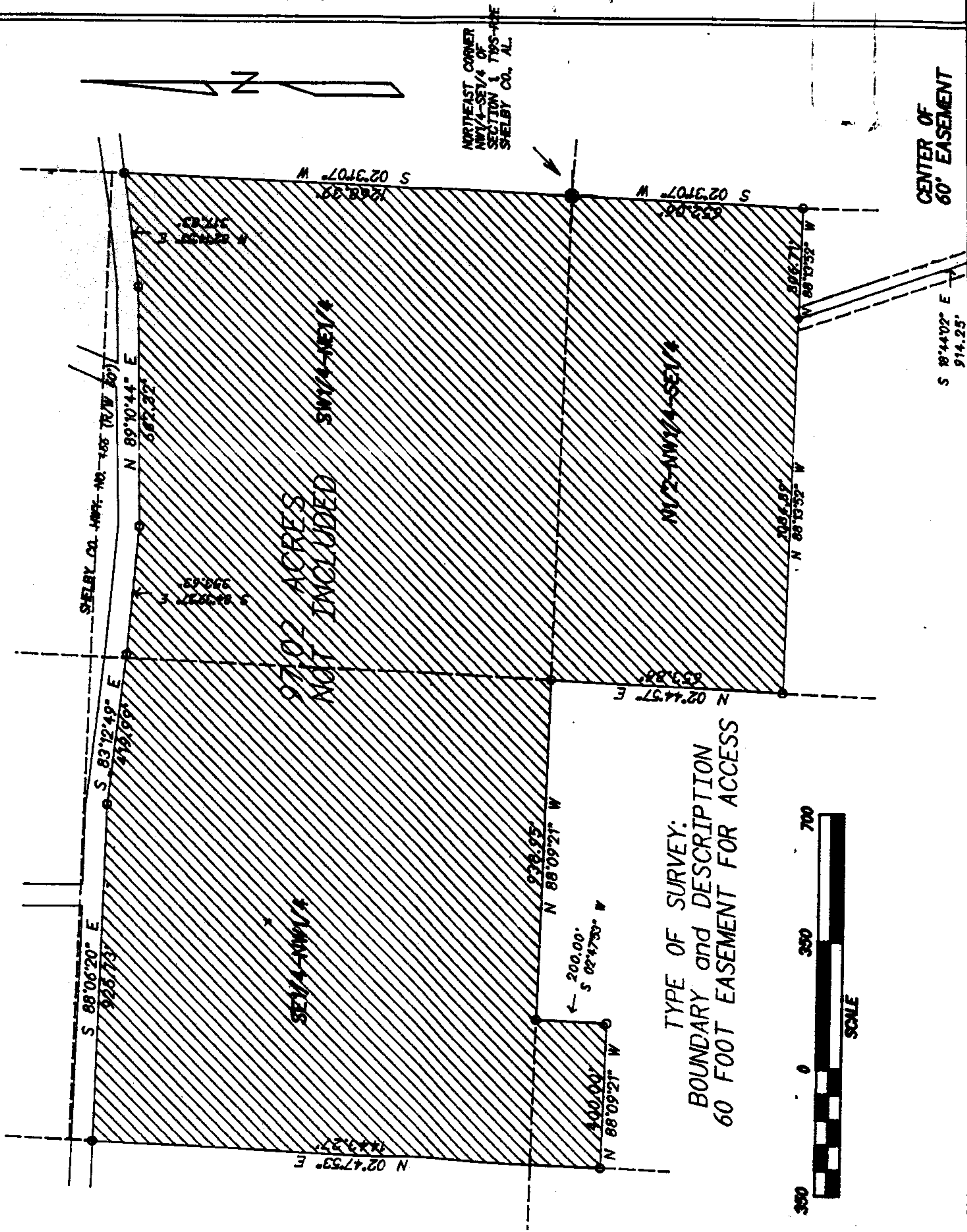
I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Danny Acton, who is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, executed the same voluntarily.

Given under my hand and official seal, this the 16th day of August, 1999.

(SEAL)

Mary E. Brown
Notary Public

My commission expires: 5-7-2002

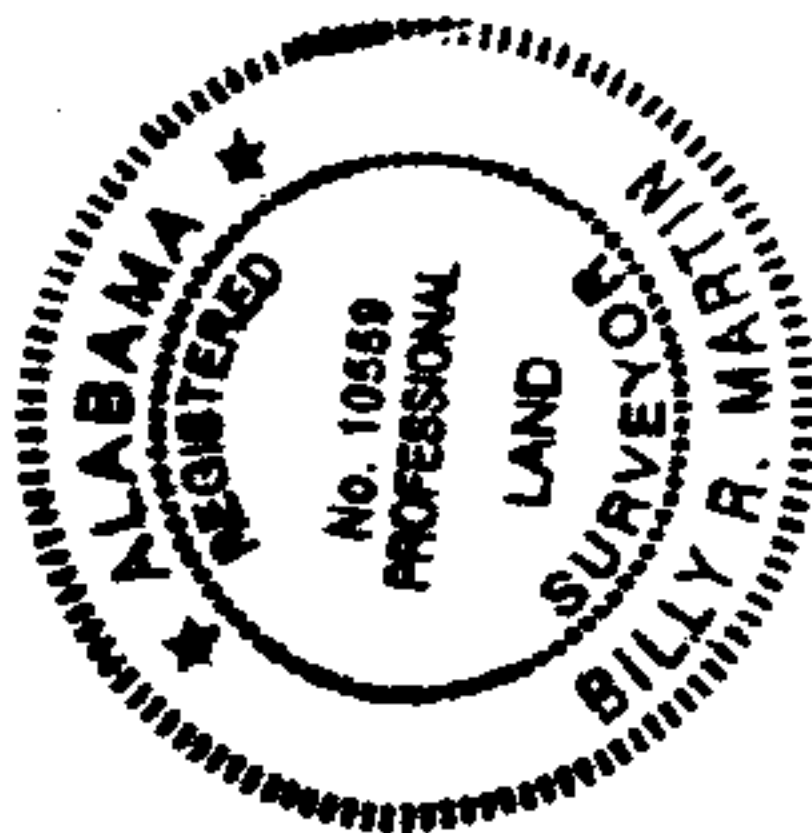


DESCRIPTION OF EASEMENT:

For access to adjoining land across property owned by Alabama Power Company, an easement being 60 feet in width and the center of said easement being more particularly described as follows: From the Northeast corner of the NE 1/4 of Section 1 Township 19 South, Range 2 East, Shelby County, Alabama, thence S 23°07'W along the East boundary of said quarter-quarter section for a distance of 632.06 feet to the Southeast corner of the North east-half of said quarter-quarter section, thence N 88°13'30"E along the South boundary described 60 foot easement, said point being the POINT OF BEGINNING of herein described easement, thence from said POINT OF BEGINNING proceed along the center of said easement S 18°44'00"E 94.25 feet thence S 43°36'35"E along said center for 537.54 feet to a point in the center of Shelby County Highway No. 99 (R/W 80'), said point being the POINT OF TERMINATION of herein described 60 foot easement.

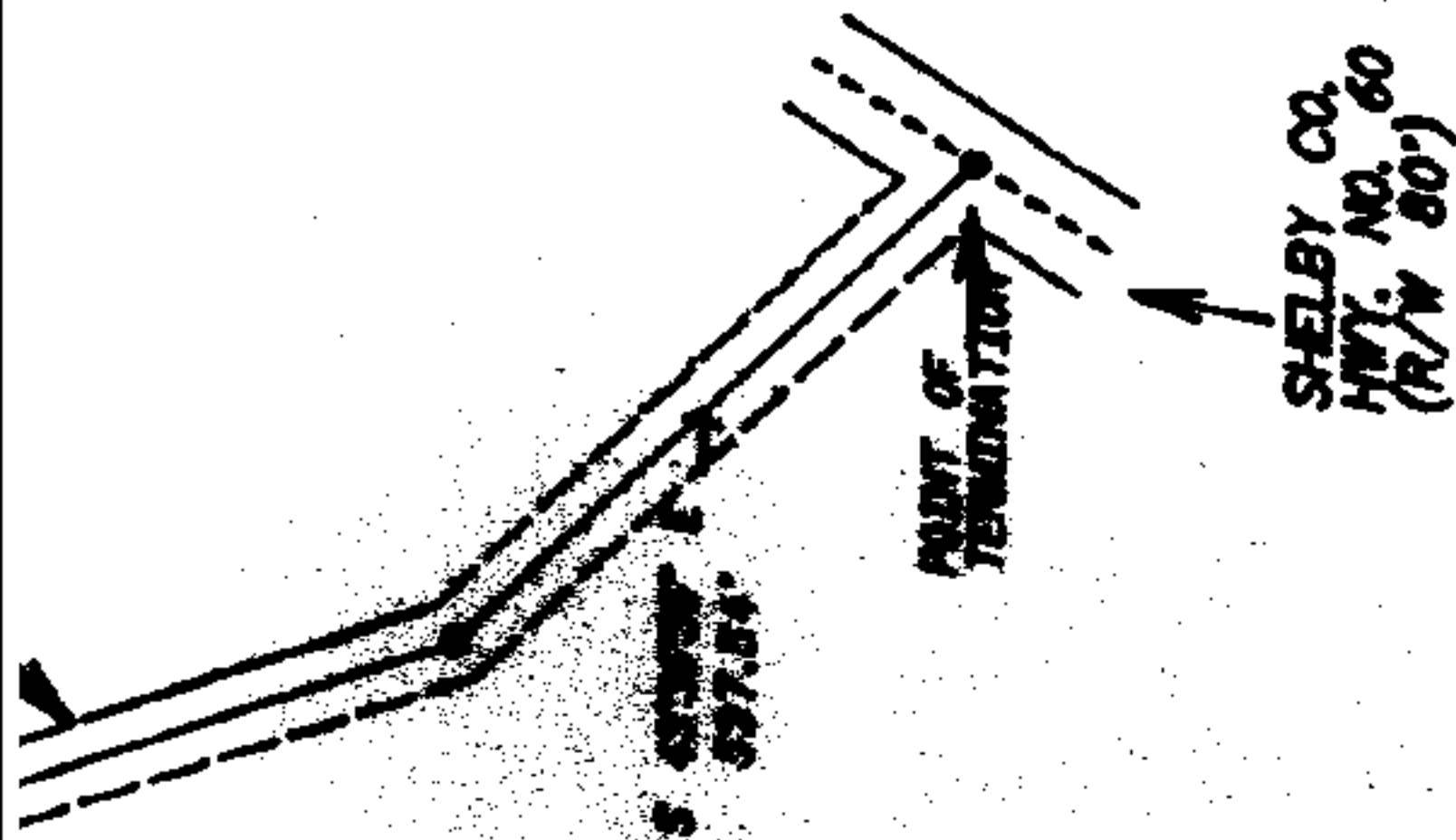
I, Billy R. Martin, do hereby certify this the 28th day of July, 1999.

Billy R. Martin
 Billy R. Martin, Jr., REG. NO. 10559
 MARTIN LAND SURVEYING, AL. BOARD
 CERT. NO. CA-0336-LS



Inst # 1999-34484

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 SHELBY COUNTY JUDGE OF PROBATE
 007 CRH 24.00



MARTIN LAND SURVEYING

SCALE: 1" = 350'

DATE: 7-20-99

APPROVED BY:

BILLY R. MARTIN

DRAWN BY: T. MARTIN

REVISED:

1009 1ST. STREET S.W.
 CHILDERSBURG, ALABAMA 35044

TELE: (205) 378-3669
 FAX: (205) 378-3465

DRAWING NUMBER

98-258