

Parcel No. 22242507-001

UTILITY EASEMENT
ALABAMA POWER CO
SHELBY COUNTY

STATE OF ALABAMA)

SHELBY COUNTY)

20190411000119170

04/11/2019 03:15:06 PM

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UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the STATE OF ALABAMA, DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES, STATE PARKS DIVISION (hereinafter referred to as "STATE"), acting by and through its Commissioner, for and in consideration of the sum of ONE AND NO/100 Dollars (\$1) in hand paid by ALABAMA POWER COMPANY, 600 North 18th Street, Birmingham, AL 35203 (hereinafter referred to as "GRANTEE"), the receipt of which is hereby acknowledged, does hereby grant unto GRANTEE the nonexclusive right to construct, operate and maintain electric transmission and communication lines and all towers, poles, conduits, conductors, cables, insulators, anchors, guy wires, counterpoise conductors, and all other appliances necessary or convenient in connection therewith from time to time over, under and across property located in Shelby County, said property being more particularly described as:

A parcel of land located in Township 19S, Range 02W,
SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 33 located in
Shelby County, Alabama, as
shown on the attached Exhibit A.

Said easement is granted under the following specific terms, conditions and stipulations:

1. GRANTEE will remove and relocate a portion of a distribution line to accommodate the bridge expansion along John Findlay Drive in Oak Mountain State Park located in Township 19S, Range 02W, SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 33 located in Shelby County, Alabama, as shown on Exhibit A.
2. GRANTEE and STATE agree that GRANTEE has the right of ingress and egress to and from said parcel, and the right to cut, remove, or otherwise kill, and keep clear by any means, including chemicals, all trees and undergrowth and all other obstructions under, on or above said strip and the right to cut such timber outside of said strip which in falling would come within five (5) feet of any conductor on said strip, and the right to install, maintain and use anchors and guy wires on land adjacent to said strip, and the right to install grounding devices on grantors' fences now or hereafter located on such strip and on fences or other structures of grantors now or hereafter located adjacent to such strip, and the right to prevent the use of such strip as a parking area for automobiles or other vehicles, as a storage area for machinery or materials, or as a road other than a road crossing such strip at a location which does not endanger or interfere with works that have been or may at some future date be constructed on such strip.
3. GRANTEE understands and agrees that STATE assumes no liability in connection with placing any devices, and the GRANTEE agrees to save and hold harmless the State of Alabama, its agencies, agents, boards, officers, employees, commissions, and commissioners free and harmless from and against any and all claims for damages and all costs and expenses arising out of or incidental to GRANTEE'S exercise of the rights herein granted or from the placing or use of the devices herein described.

W.E. A6170-23-A019

UTILITY EASEMENT
ALABAMA POWER CO
SHELBY COUNTY

4. GRANTEE shall obtain all other necessary governmental regulatory permits or authorizations prior to commencement of any installation work.
5. It is understood and agreed that this easement is for a term of FIFTY (50) YEARS, beginning on February 11, 2019, or the date of the Governor's signature, whichever occurs later, and expiring at midnight fifty (50) years from the date of commencement, with the option to renew for additional terms as requested by GRANTEE, none of which may exceed fifty years. The option to renew shall be on the same terms and conditions as the original.
6. GRANTEE agrees that the Laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the circuit court of Montgomery County, Alabama.
7. It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this right-of-way shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the term of this Agreement, be enacted, then that conflicting provision in this Agreement shall be deemed null and void. The GRANTEE's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.
8. GRANTEE further agrees to comply with all state and federal laws which prohibit discrimination on the basis of race, color, religion, age, gender, pregnancy, national origin, genetic information, veteran status, or disability in its hiring or employment practices.
9. STATE for itself and its grantees, reserves the right to fully use and enjoy said premises subject to the rights herein granted.
10. Failure of STATE to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.
11. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
12. The easement granted by this instrument is specifically made non-assignable by GRANTEE.
13. In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding

WE A6170-23-A019

UTILITY EASEMENT
ALABAMA POWER CO
SHELBY COUNTY

alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

14. GRANTEE understands and agrees that it is not hereby entitled to any benefits of the Alabama State Merit System.

15. GRANTOR may terminate this contract within thirty (30) days written notice to GRANTEE and shall pay and reimburse the GRANTEE for direct costs and expenses incurred during that thirty (30) day period, even if the costs may be invoiced thereafter.


GRANTEE may terminate this contract within thirty (30) days written notice to GRANTOR. All costs incurred prior to the termination date must be invoiced within six months of termination or by the end of the fiscal year in which the termination date occurs, whichever is earlier.

16. By entering into this agreement, GRANTEE is not an agent of the state, its officers, employees, agents or assigns. GRANTEE is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.

17. In compliance with Act 2016-312, the GRANTEE hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.

IN WITNESS WHEREOF, the STATE has caused this instrument to be executed.

RECOMMENDED:



Gregory M. Lein,
Director
State Parks Division

STATE OF ALABAMA
Department of Conservation
and Natural Resources



Christopher M. Blankenship,
Commissioner

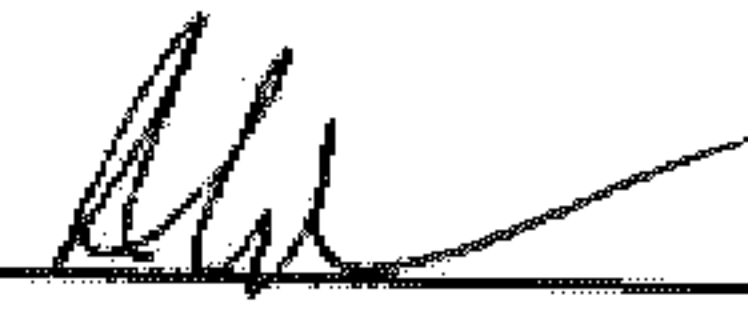
APPROVED LEGAL


CONTRACT ACCEPTED:
Alabama Power Company

Signed: _____

Printed Name: _____

Title: _____



Andy Wade

Land Supervisor

W.E. A6170-23-A019

UTILITY EASEMENT
ALABAMA POWER CO
SHELBY COUNTY

APPROVED:

Kay Ivey
Kay Ivey
Governor of Alabama
Date: 3/7/19

ATTEST:

John H. Merrill
John H. Merrill
Secretary of State

STATE OF ALABAMA)
MONTGOMERY COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Christopher M. Blankenship, whose name as Commissioner of Conservation and Natural Resources of the State of Alabama, 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 the within instrument, he, in his capacity as such Commissioner of Conservation and Natural Resources of the State of Alabama, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 26 day of February, 2019.

Betsy Fuller Jones
Notary Public
BETSY FULLER JONES
NOTARY PUBLIC
ALABAMA STATE EX. 811/19
MY COMM. EXP. 8/11/19

STATE OF ALABAMA)
Tefferson COUNTY)

I, the undersigned authority a Notary Public in and for said State and County, hereby certify that Buddy Wade, whose name as the Land Supervisor for Alabama Power Company, 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 the within instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said Alabama Power Company, on the day the same bears date.

Given under my hand and seal this the 6th day of February, 2019.

Kristen E. Stricklin
Notary Public

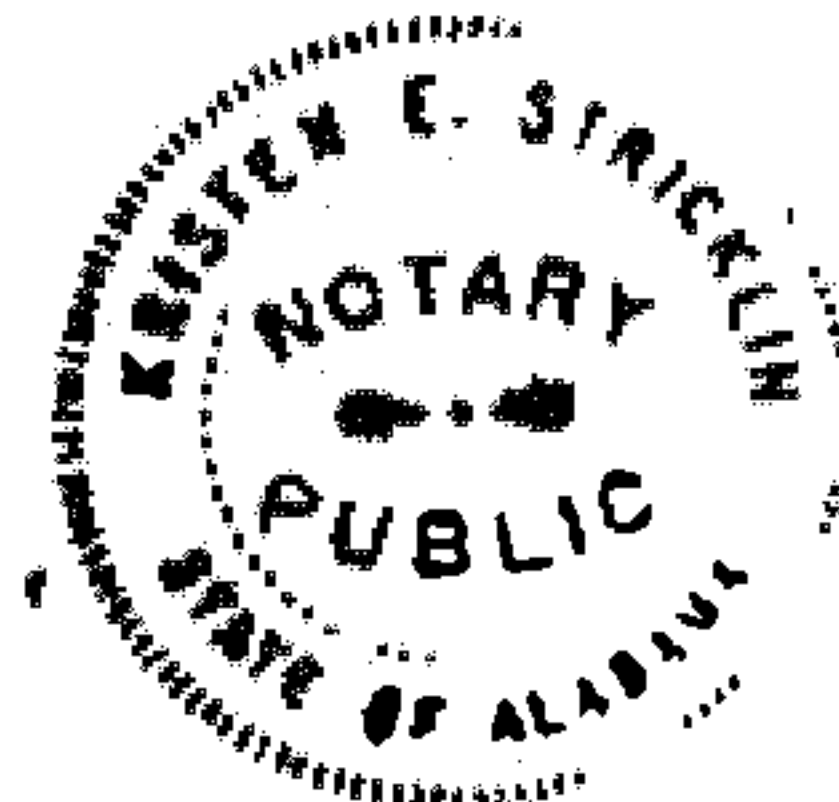


Exhibit A

Page 2 of 2

Van Mountain State Park - Line Relocation Due To Bridge Expansion
W.E. A6170-23-A019 — Parcel No. 72242507-001
SE 1/4 of SW 1/4, Section 33, Township 19 S, Range 2 W, Shelby County.



1/25/2019 11:25:11 AM

- = New Relocated Overhead Distribution Line
- = New Pole Location
- = Existing Distribution Line To Be Removed

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0
East HERE, Garmin.
Source: Esri, DigitalGlobe



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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Allie S. Bayl