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Shelby Cnty Judge of Probate, AL
06/28/2023 03:43:06 PM FILED/CERT

STATE OF ALABAMA)
COUNTY OF SHELBY)

**PERMANENT EASEMENT
AGREEMENT**

Tract 5: A tract of land located in the Northeast 1/4 of the Southeast 1/4 lying entirely inside of Section 30, Township 21 South, Range 03 West, Shelby County, Alabama, as generally depicted on Exhibit A, attached hereto and made a part hereof, and being more particularly described as follows (hereinafter "Easement Area"):

Commence at the Southeast corner of the Southeast 1/4 of the Southeast 1/4 of Section 30, Township 21 South, Range 03 West, Shelby County, Alabama; thence run North 00 degrees, 20 minutes, 17 seconds West along the Eastern line of the Southeast 1/4 of the Southeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of said Section 30 a distance of 1663.94 feet; thence South 89 degrees, 39 minutes, 43 seconds West a distance of 1090.24 feet to the centerline of a 40 foot right-of-way, being the Point of Beginning of Tract 5. A right-of-way 40 feet wide, being 20 feet on each side extending and terminating to Grantor's property line and following described centerline; thence North 13 degrees, 19 minutes, 43 seconds West a distance of 94.43 feet; thence to a point of a curve turning to the right with a radius of 750.00 feet, a delta angle of 34 degrees, 15 minutes, 06 seconds, and a chord length of 441.71 feet; thence with a chord bearing of North 03 degrees, 47 minutes, 50 seconds East, run along the arc of said curve a distance of 448.35 feet, thence

North 20 degrees, 55 minutes, 23 seconds East a distance of 104.73 feet to the northerly property line of the Grantor and the end of this right-of-way.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, forever, subject to the following terms and conditions:

1. Grantee, its successors, assigns, and designated servants, agents, employees, and contractors, shall have the right to use the Easement Area for vehicular and pedestrian ingress and egress by the general public, together with the right to grade, excavate, landscape, pave, and otherwise improve the surface of the Easement Area in connection therewith, and to install, construct, maintain, operate, repair, replace, and/or remove the Public Roadway in, on, and over the surface of the Easement Area, together with all rights and privileges necessary or convenient for the full use and enjoyment thereof, such easement being made subject to the terms and conditions set forth herein. Grantee shall be solely responsible for improving, operating, maintaining, replacing, and repairing the Public Roadway and shall not be entitled to reimbursement or have any right to seek contribution from the Grantor for any expense in connection with any such work or for otherwise improving and/or maintaining the Easement Area.
2. Except for the easement purposes expressly permitted herein, Grantee shall make no other use of Grantor's Property without first obtaining the specific written consent of Grantor. Grantee further acknowledges and agrees that Grantor may elect to terminate this Permanent Easement Agreement (hereinafter "Agreement") at Grantor's sole discretion, upon providing Grantee ninety (90) days' notice of such termination.
3. Grantor is entering into this Agreement for the benefit of the public based on its understanding that no public official or public employee (or their family members) will be compensated by or otherwise receive personal gain or financial benefit from this Agreement. Grantee acknowledges that Grantor is entering into this Agreement for this purpose, and by accepting this Agreement, Grantee confirms that no such individuals will be compensated by or otherwise receive personal gain or financial benefit as a result of this Agreement. Grantee understands that it is responsible for verifying that the request for and acceptance of this Agreement is in compliance with the applicable federal, state, and local ethics laws.
4. The Agreement herein granted is made subject to all easements and rights of way for public utilities which are now located on the Easement Area herein granted and there is excepted from this Agreement the utility facilities, lines, and appurtenances attached thereto, if any.
5. In the event the Public Roadway, as constructed, maintained, and operated hereunder, interferes with Grantor's current or future intended use of Grantor's Property, Grantor shall notify Grantee, and Grantee, at Grantee's sole expense, agrees to relocation or modification of the same or portions of said Public Roadway to an alternate location to be provided by Grantor. The parties acknowledge and agree that any such interference shall be determined in the sole discretion of Grantor, but Grantor agrees to discuss with Grantee the nature of the interference and possible means for eliminating it. In the event the parties cannot agree to a new location, this grant and consent shall terminate forthwith and all rights, title, and interest granted hereby shall revert to and become the property of the Grantor, its successors and assigns.



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6. Grantee's Public Roadway shall be maintained in such manner as not to cause the present facilities of Grantor, if any, to be in conflict with the specifications prescribed by the National Electrical Safety Code, laws of the United States, or of the State of Alabama, or any regulatory body having jurisdiction with respect to such facilities.
7. Grantor reserves unto itself, its successors and assigns, the right to construct, operate and maintain on, and across, the Easement Area, lines and poles and towers and appliances necessary therewith for the transmission of electric power and communications as may become necessary or desirable in the future, without compensation to Grantee, and the right to permit other corporations and persons to attach wires to said poles and towers.
8. Grantee shall maintain its Public Roadway, both now and in the future, in order to prevent any erosion or washing away of the lands of Grantor. If, at any time, Grantee's Public Roadway is the underlying cause of any erosion or washing, then Grantee will immediately take necessary steps to prevent same. Grantor agrees to discuss with Grantee any conditions requiring corrective action and possible means to accomplish said corrective action. In the event Grantee does not fulfill this obligation, in the opinion of Grantor, Grantee agrees to take such immediate corrective action as Grantor may direct.
9. Grantor specifically reserves unto itself the right of ingress and egress to and from its facilities and property at all times and should Grantee's Public Roadway so constructed and/or maintained hinder or interfere with Grantor's ingress and egress, then Grantee shall make the necessary provisions to eliminate said hindrance or interference.
10. In the event that during operation, maintenance, and/or removal of Grantee's Public Roadway there occurs any damages to Grantor's facilities, if any, Grantor shall be reimbursed for the cost of repairing or relocating such facilities, including anchor and guy work.
11. Grantee shall use extreme caution in operating machinery and equipment across said Easement Area in order to assure adequate clearance between the machinery and any electric facilities.
12. Grantee, in the maintenance of its Public Roadway, shall not deposit or place any spoil closer than twenty-five (25) feet of any facilities of Grantor.
13. Grantee agrees to reimburse Grantor for damage to any property of Grantor resulting from the construction, use, maintenance, repairs and/or removal of said Public Roadway.
14. Grantee agrees for itself, its successors and assigns, by the acceptance of this easement, that Grantor shall be relieved and held harmless by Grantee, its successors and assigns, from and against any damages caused to the Public Roadway, or any of Grantee's real or personal property located on the Easement Area herein granted.
15. Grantee will, at all times hereinafter, protect, defend, indemnify, and hold Grantor and its directors, officers, agents, servants, and employees harmless from any and all loss, cost,



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damage, claim, expense, and liability incurred by Grantor resulting from or arising out of (i) the violation of any representation or warranty set forth herein, (ii) Grantee's failure to perform any obligations herein, (iii) Grantee's failure to fully comply with all environmental, health and safety, and other statutes, codes, rules, regulations, ordinances, and other laws, or (iv) any other matter related to environmental or physical conditions on, under, or affecting the Easement Area.

16. It is understood and agreed that the easement granted herein by the Grantor to the Grantee is granted for use as a Public Roadway only, and should said easement be abandoned or cease to be used for such purposes for a period of one hundred eighty (180) days, this grant and consent shall terminate forthwith and all rights, title, and interest granted hereby shall revert to and become the property of the Grantor, its successors and assigns.

17. In the event of a breach by Grantee of any covenant contained herein and such breach remains uncorrected for thirty (30) days after notice of such breach has been given to Grantees by Grantor or such additional period as Grantor may agree to in writing, this Agreement shall, at Grantor's option, be terminated forthwith.

18. In the event of the termination of this Agreement for any reason permitted herein, the Grantor shall have the right to require Grantee, at Grantee's expense, to remove improvements and any other properties, both real and personal, that have been placed on Grantor's Property within thirty (30) days after date of such termination, or some earlier time period in the event removal is mandated by any state or federal controlling authority. In the event that Grantee shall fail to remove such properties as aforesaid, Grantor may remove the same and Grantee shall forthwith reimburse Grantor for all costs and expenses of any kind associated therewith.

19. 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:

Southern Electric Generating Company
600 18th Street North
Birmingham, Alabama 35203

Notice to Grantee:

Shelby County, Alabama
200 West College Street
Columbiana, Alabama 35051

20. This agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supersedes any other agreements, written or oral, between the parties concerning such subject matter.

SIGNATURE PAGES TO FOLLOW

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



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IN WITNESS WHEREOF, Southern Electric Generating Company has caused this instrument to be executed in its name by Chris Blake, Treasurer of Southern Electric Generating Company, and Shelby County, Alabama has caused this instrument to be executed in its name by _____, as _____ being duly authorized thereto.

SOUTHERN ELECTRIC
GENERATING COMPANY

By 
Its: Treasurer

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

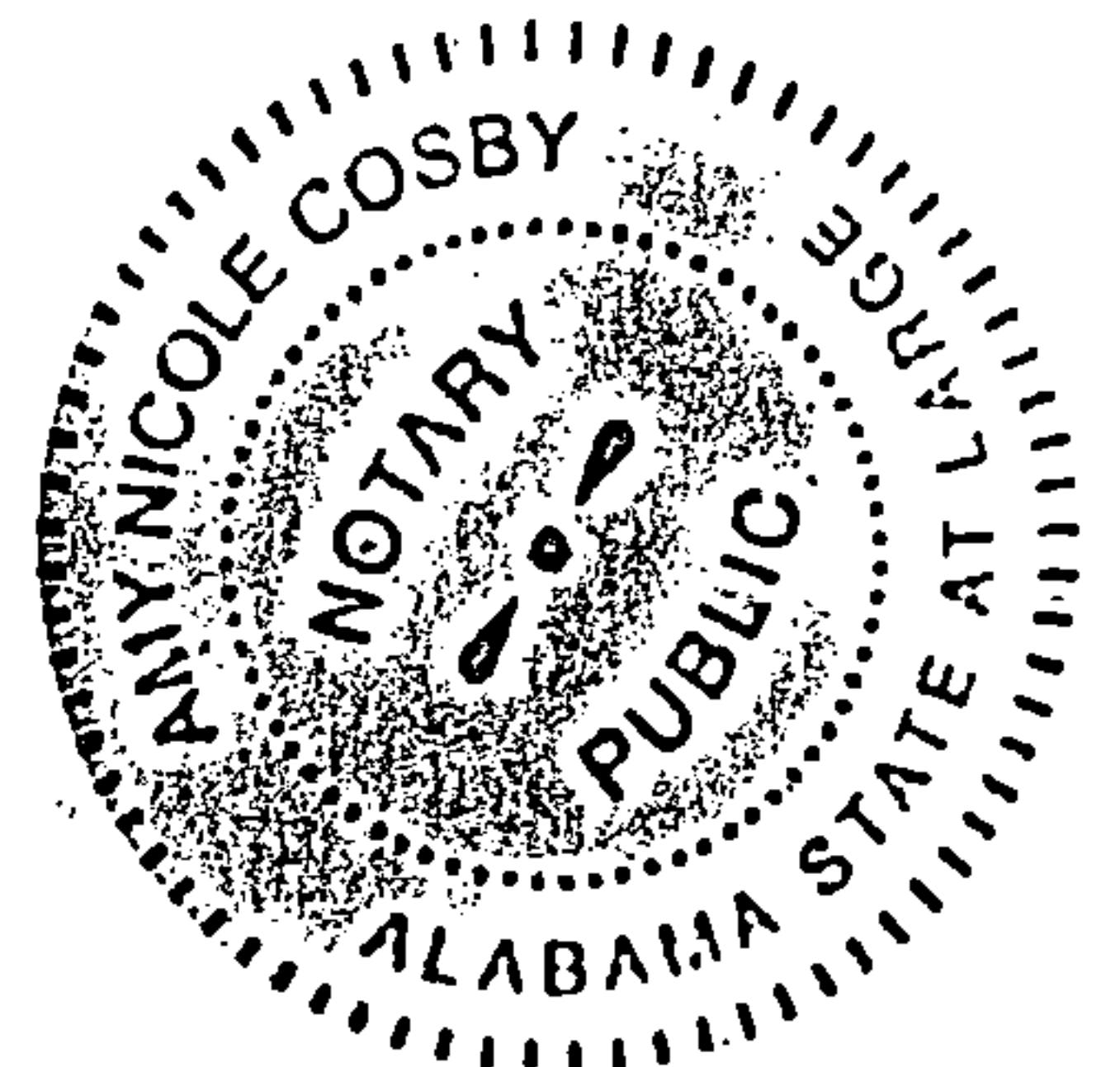
I, Amy N Cosby, a Notary Public in and for said county in said state, hereby certify that Chris Blake, whose name as Treasurer for Southern Electric Generating Company, an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such 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 12 day of June 2023.

Amy N Cosby
Notary Public

My Commission expires: September 8 2026


My Commission Expires
September 8, 2026





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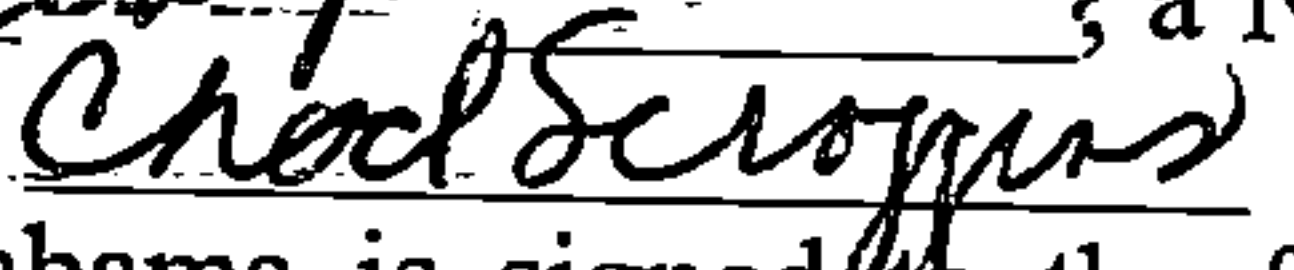
SHELBY COUNTY, ALABAMA

By: 

Its: County Manager

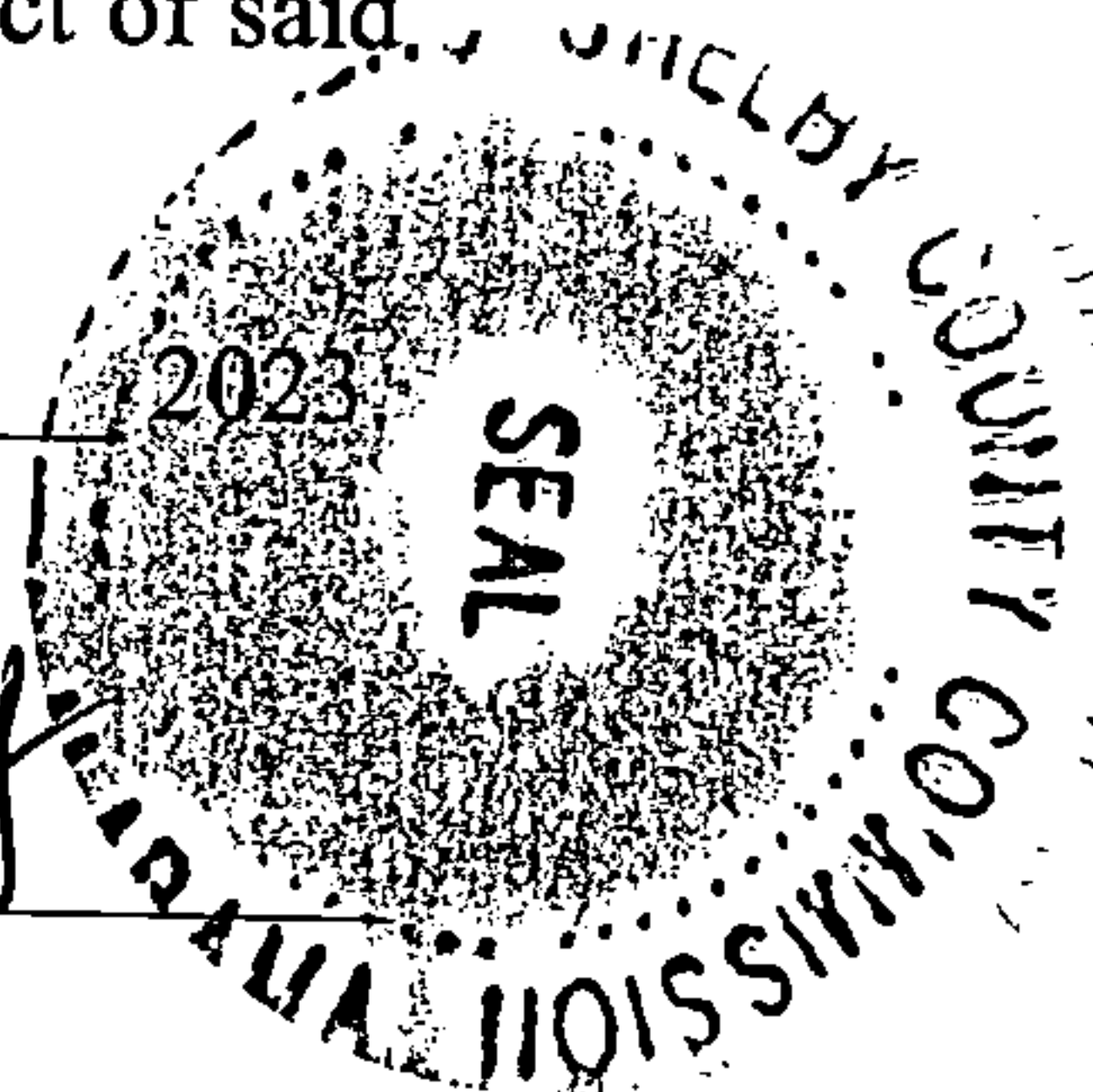
STATE OF ALABAMA)

COUNTY OF SHELBY)

I, , a Notary Public in and for said county in said state, hereby certify that  whose name as County Manager of Shelby County, 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 such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said commission.

Given under my hand and official seal this 26th day of June

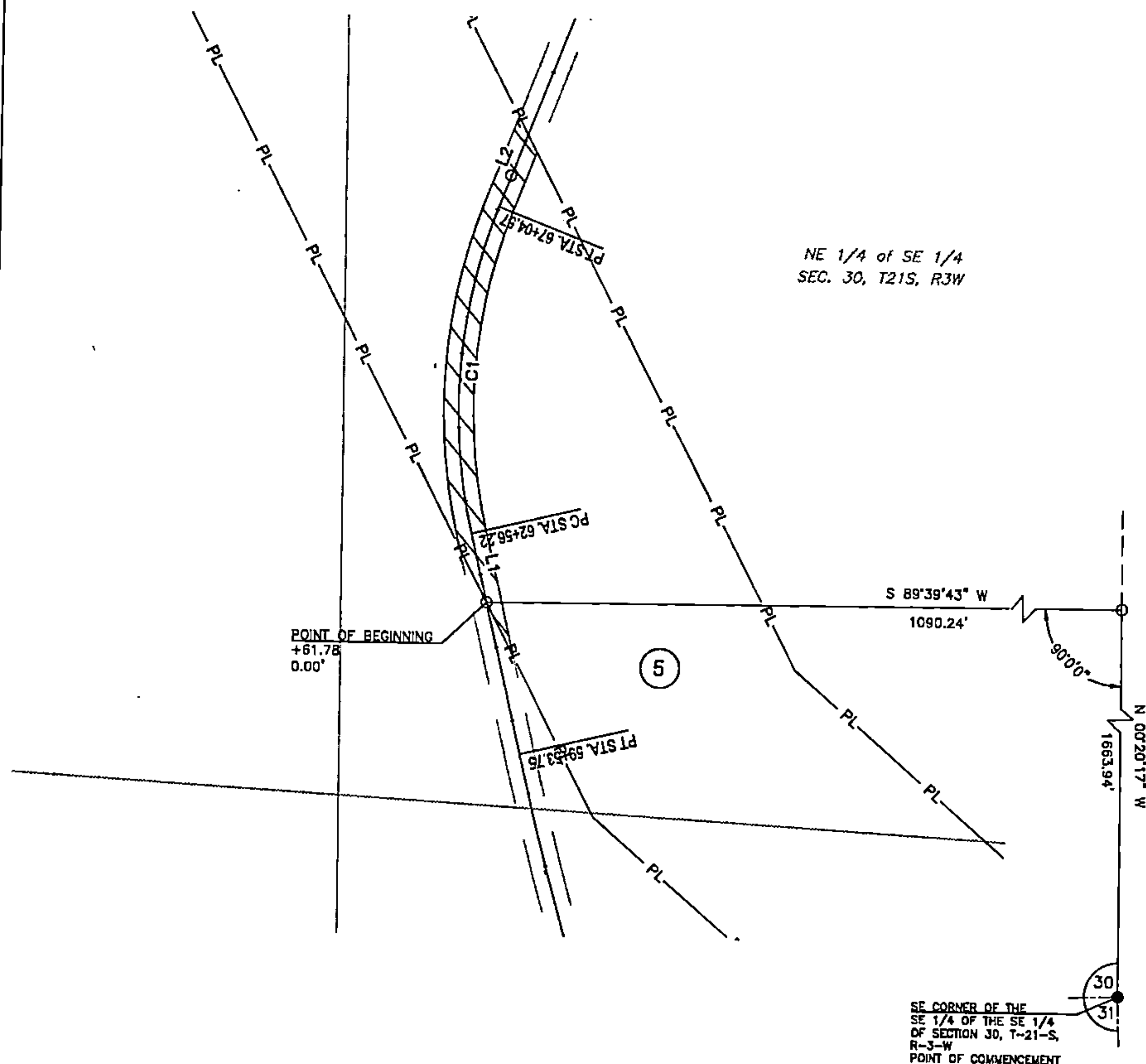

Notary Public



My Commission expires: My Commission Expires
October 11, 2024

PROJECT SETCO - TRACT SKETCH 5

23-9-31-0-000-003.000
SOUTHERN ELECTRIC GENERATING COMPANY



LINE	BEARING	DISTANCE
L1	N 13°19'43" W	94.43'
L2	N 20°55'23" E	104.73'

CURVE	DELTA ANGLE	RADIUS	CHORD LENGTH	ARC LENGTH	CHORD BEARING
C1	34°15'06"	750.00'	441.71'	448.35'	N 03°47'50" E

SHELBY COUNTY, ALABAMA

TRACT NO.: 5	EXISTING ACREAGE: ±105.000 ACRES
COUNTY: SHELBY	ACQUIRED RIGHT OF WAY: ±0.710 ACRES
OWNER: SOUTHERN ELECTRIC GENERATING COMPANY	REMAINING ACREAGE: ±104.290 ACRES
SCALE: 1" = 200'	DATE: 09-22-2022
SHEET: 1 OF 1	NOT A BOUNDARY SURVEY
	REVISED: REVISION NO.:

EXHIBIT A



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