

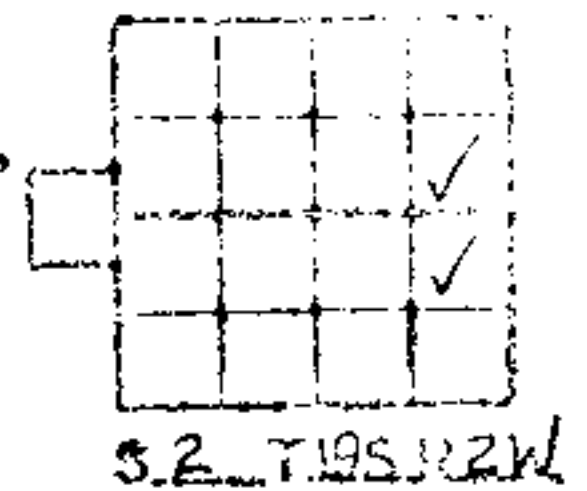
STATE OF ALABAMA

COUNTY OF SHELBY

957

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 Rardin approved on 12/1/81 by R. R. Moore, B-170018-000141-01;

A parcel of land bounded on the north by Lake Heather and Lot 10, Block 1 of Kerry Downs Subdivision as recorded in Map Book 5, Page 135 in the Probate Office of Shelby County, Alabama, on the east by Lots 9 and 10, Block 2 of the Apple Cross Subdivision as recorded in Map Book 6, Page 42 in the Probate Office of Shelby County, Alabama, on the south by an extension of the south boundary of said Lot 9 and bounded on the west by a dedicated 60' wide road right of way (Kerry Downs Road) and Lot 1, Block 3 of said Kerry Downs Subdivision.



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,

GRANTEE'S ADDRESS  
ALABAMA POWER CO.  
P. O. BOX 2641  
BIRMINGHAM, AL 35201  
ATT: CORP. REAL ESTATE

Don Gibson

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

By R. C. Caggin

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 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 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

BOOK 340 PAGE 30

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 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 14<sup>th</sup> day of May, 1982.

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

2154 TRADING CORPORATION

Gayle A. Hudson  
Unofficial Witness

4984  
Just

By:

[Signature]

Associate General Counsel

Title:

Frances H. Dunn  
Notary Public  
Notary Public, Georgia State at Large  
My Commission Expires Dec. 12, 1982

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

ALABAMA POWER COMPANY

Edna V. Handley  
Unofficial Witness

By:

[Signature]

Title: Vice President

Stan L. Hardwick III  
Notary Public My Commission expires  
1/27/86

[Signature]  
me

FIRST ADDITION TO  
KERRY DOWNS

BLOCK 1

33  
BOOK 340 PAGE  
SUBDIVISION

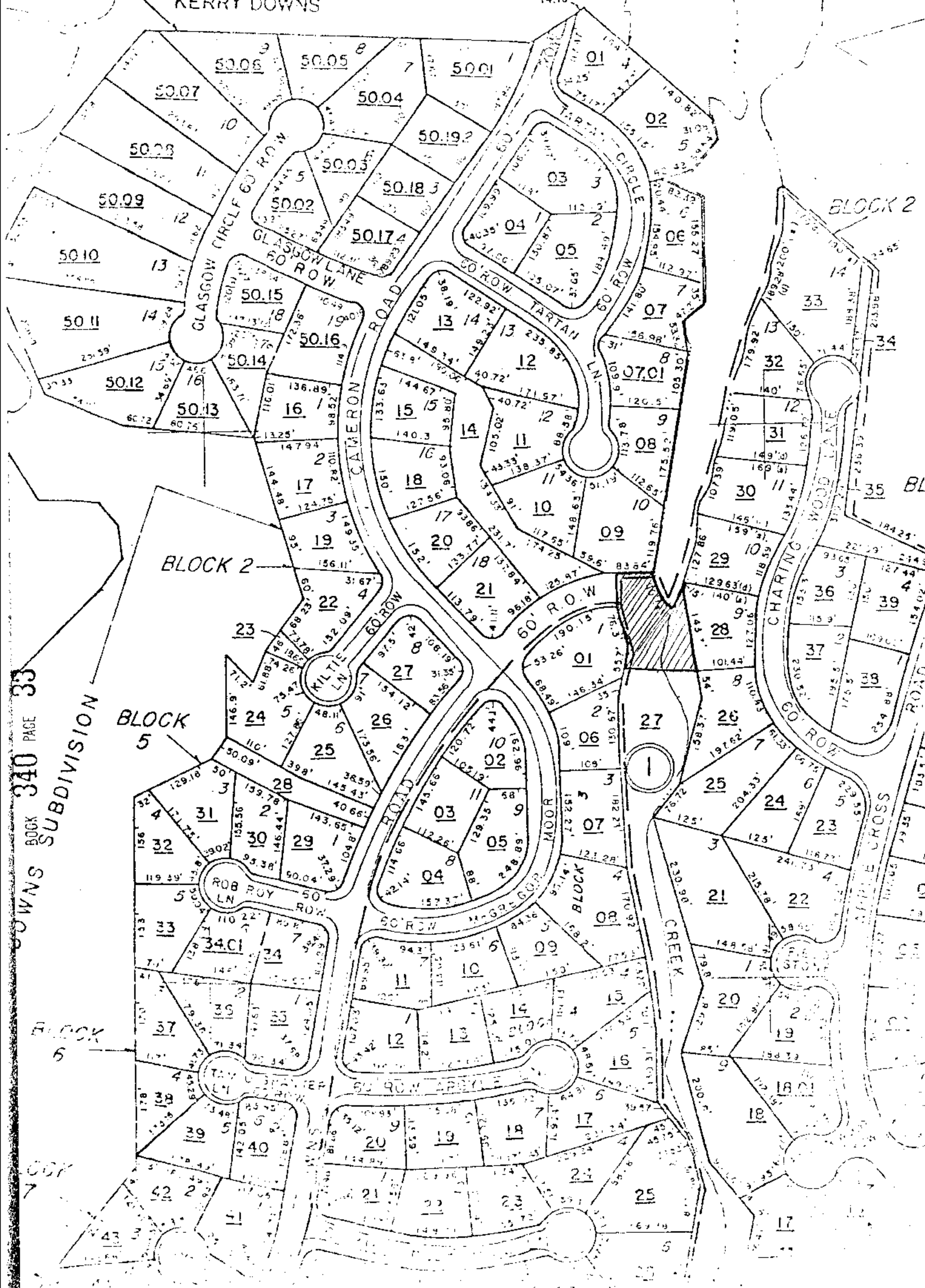
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BLOCK 6

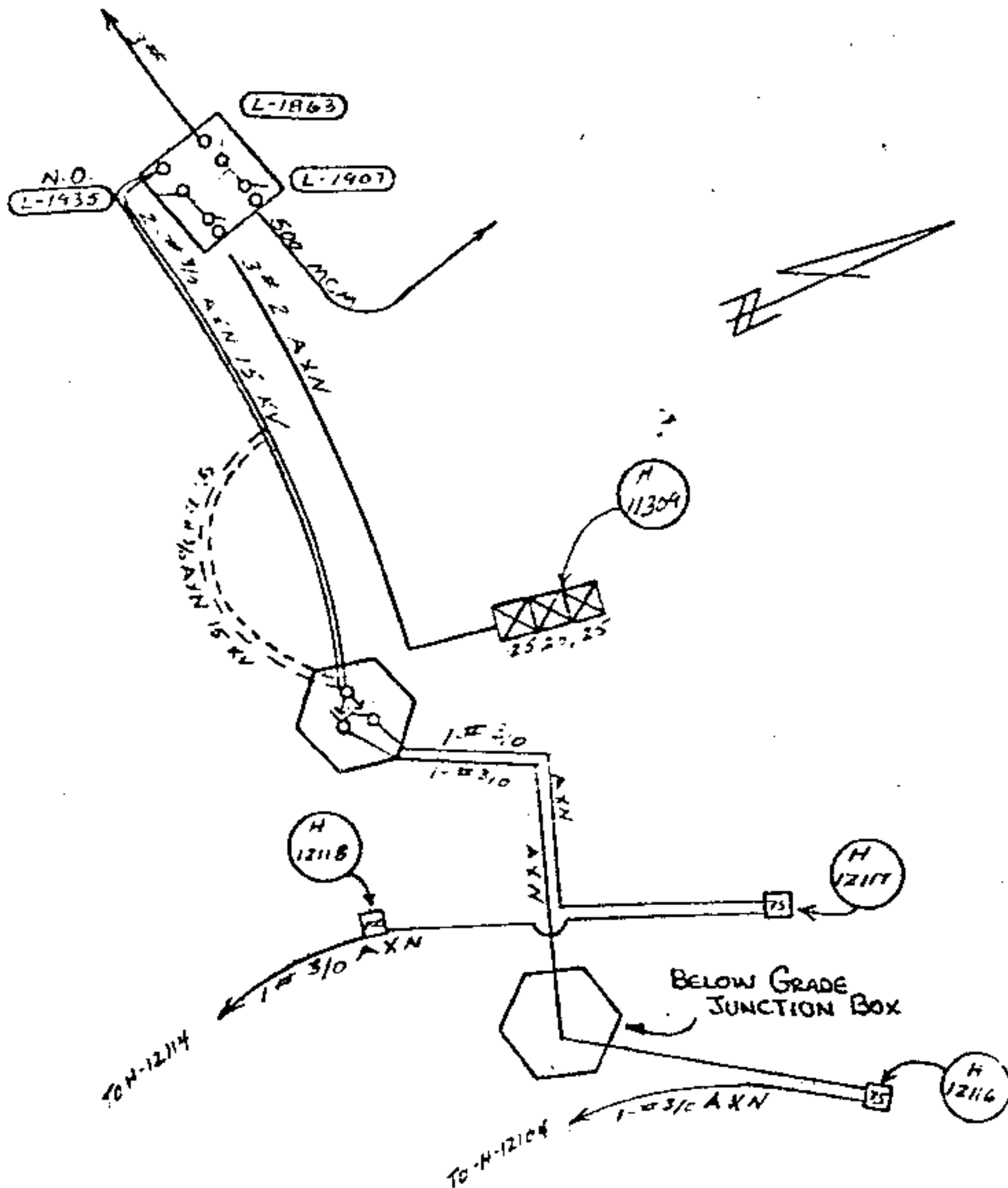
BOOK 7

BLOCK 2

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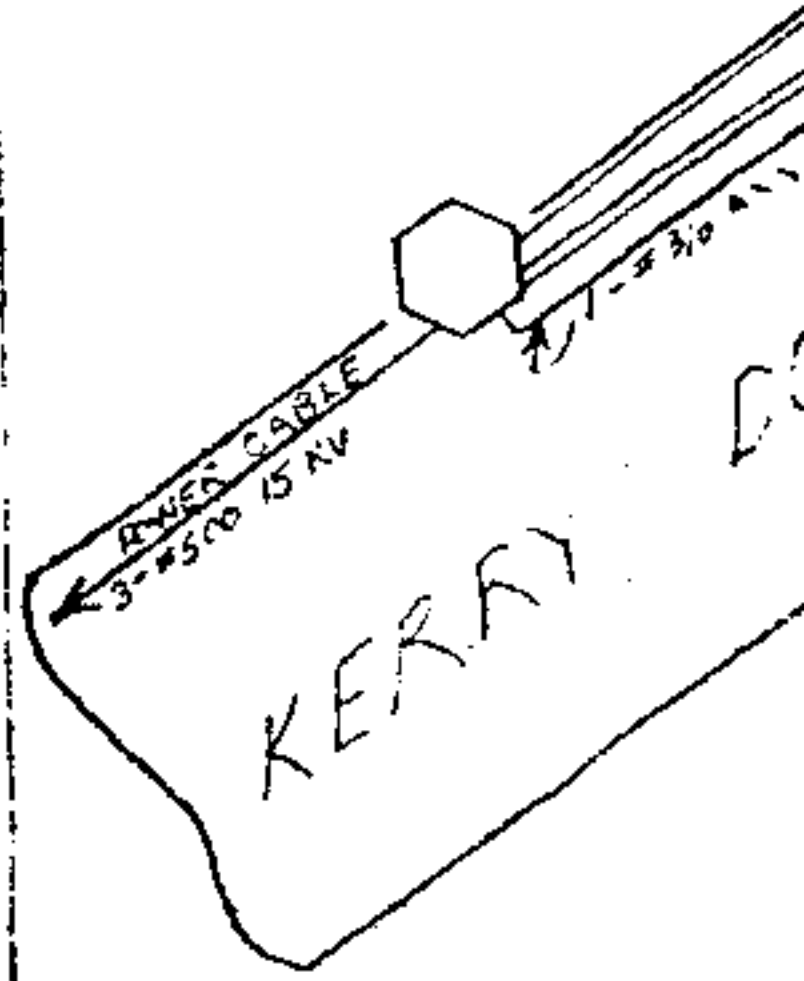
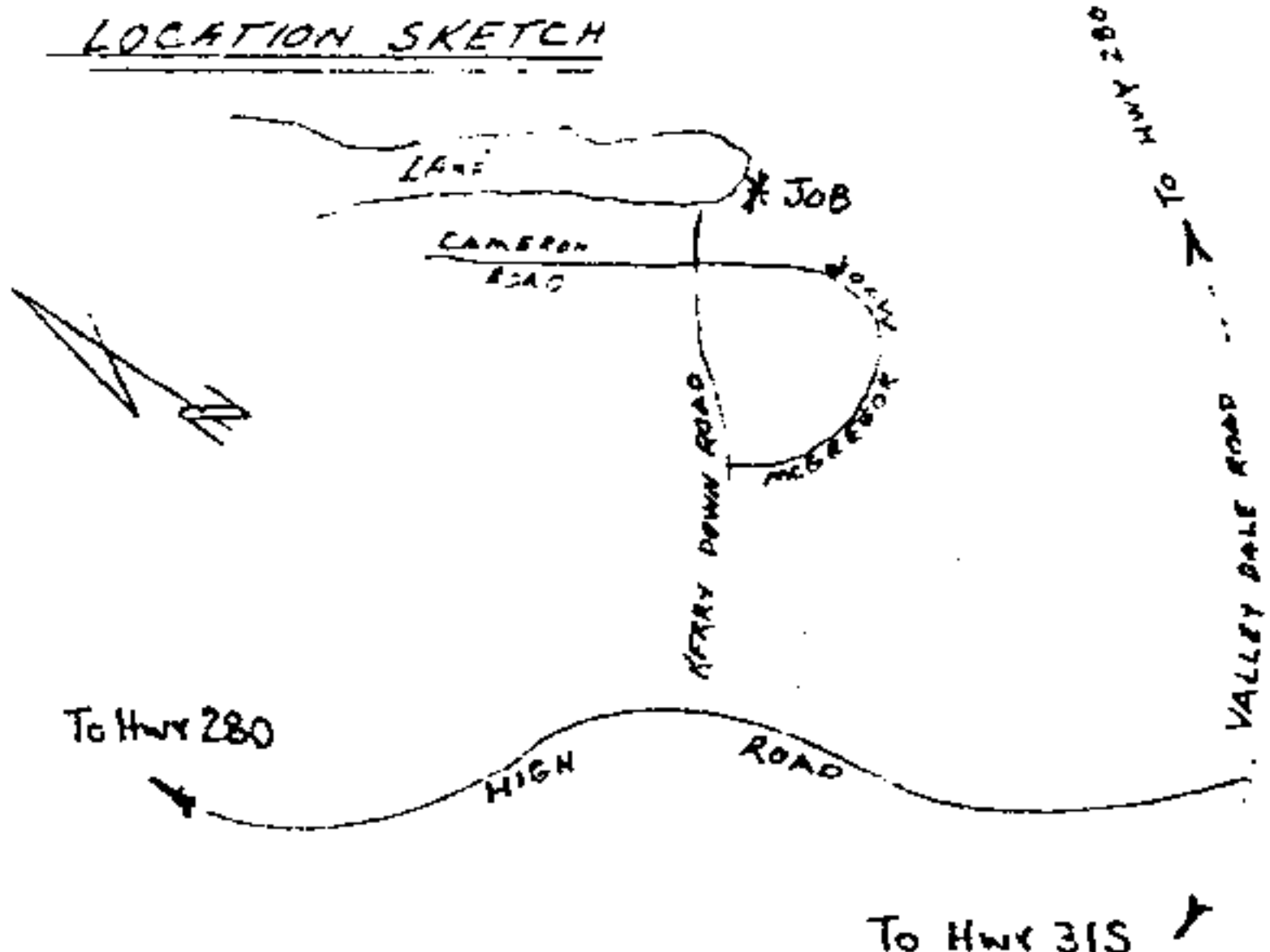
# SECTIONALIZING SKETCH



BOOK 340 PAGE 34

BOOK 340 PAGE 35

# LOCATION SKETCH



MAP REFERENCE  
D-80-71845 #50470

SEC. 1E2, TH 195, R. 2W

DRAWN  
CHECKED  
APPROVED



UAT-12-8

DATE 11-24-81

TRACED.

DATE 11-17-71

SHEET 7 OF 7 SHEETS

SCALE N 15

DOVINS & APPLS CPO'S. ONE TO LARE EXTENSION

DETAIL RECOGNITION OF THE BETWEEN YEAR

SUBJECT ALABASTER 12 KV DISTRICTION

ALABAMA POWER COMPANY

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

1997 MAY 28 AM 10:45

*Thomas A. Swindler, Jr.*  
JUDGE OF PROBATE

Debit	10.50	Rec	10.50
		Fund	1.00
			<u>12.00</u>

Applecross Subdivision

KERRY DOWNS SUBDIVISION

5.2-#4XN 15 KV CABLE  
DIRECT BURIED IN A 48"  
TRENCH.  
5.2-40-2" CONDUIT  
INCREASED IN CONC. DUE  
TO CREEK.

5:240-2-CONDUIT  
INCREASED IN CONC. DUE  
TO LOSS

10 Creek -

CABLE CUT

S: 2 - 15KV SPICES

ABANDON:  
2 - 3/4" A/N 15 KV CABLE  
IN 3 1/2" CONDUIT

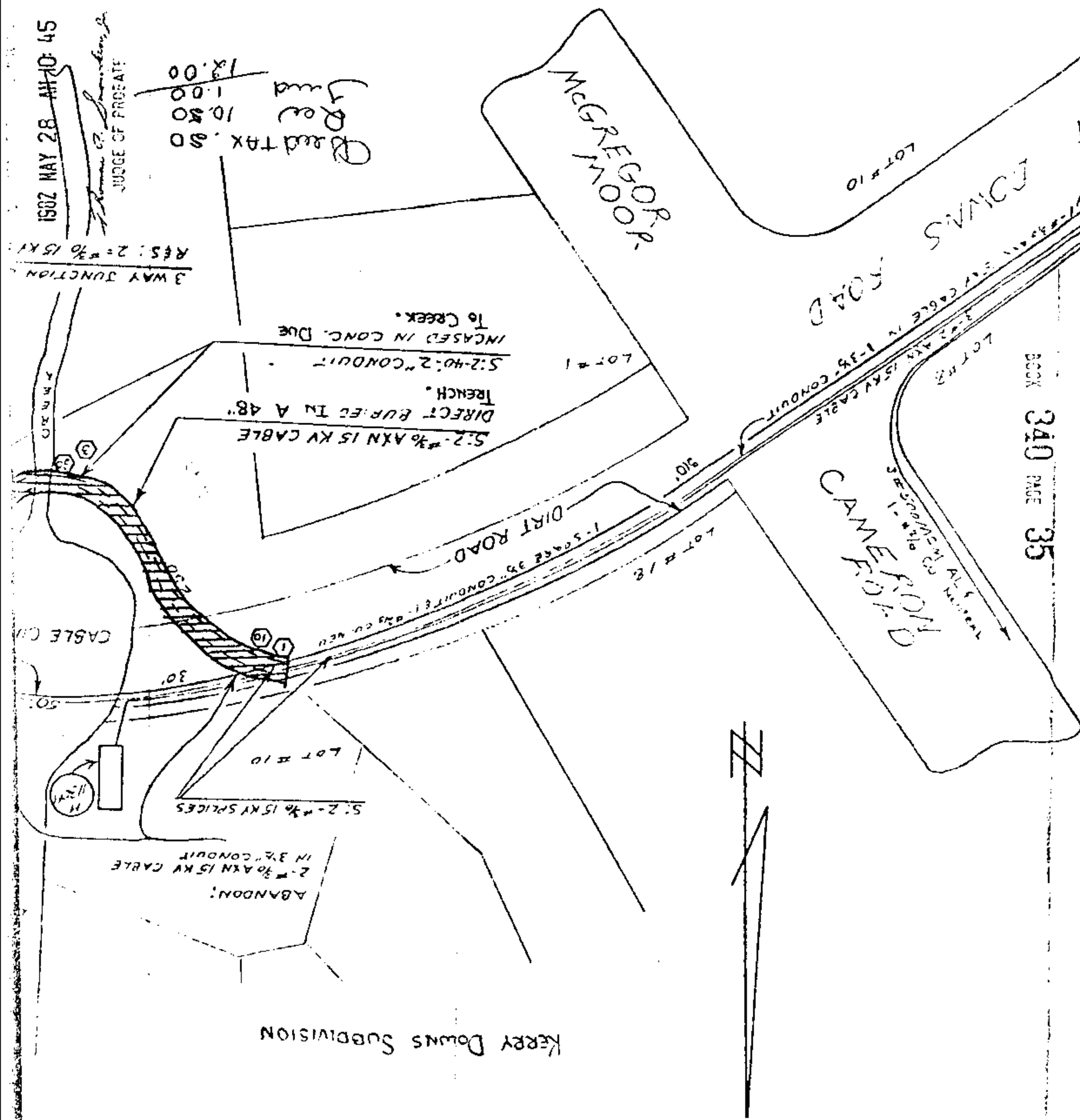
LAKF

35590/12/10  
CAME FOR

770

McGREGOR

DRAWN KBN		TRACED	DATE 11-19-81	CHECKED KADIN	DATE 11-24-81	APPROVED R.E. MOORE	DATE 12-1-81
SUBJECT ALABAMA POWER COMPANY				SHEET 1 OF 1 SHEETS			
SCALE NTS				DATE 11-24-81			
DETAIL LOCATION OF THE BETWEEN				DATE 11-19-81			
DRAINAGE & A PILE CROSSING TO TAKE				DATE 11-24-81			



Dead Tax .50  
Rec 10.30  
Jud 1.00  
18.00

1902 MAY 28 AM 10:45  
JUDGE OF PROBATE

Kerry Downs Subdivision