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1974110404	00053640 1/4 ty Judge of F 4 12:00:00 Al	Probate, AL

STATE OF ALABAMA)

SHELBY COUNTY)

THI	INDENTURE, made this the 29^{+4} day of October	
1974, by and	etween <u>Cloverleaf Creamery, Inc.</u>	
(hereinafter	alled Lessor,) and Alabama Power Company, as a corporation	on,
(hereinafter	alled Lessee).	

WITNESSETH:

Lessor does hereby let and lease to Lessee the following premises in the County of Shelby, State of Alabama, on the terms and conditions set forth below:

A parcel of land located in the east half of southeast quarter ($E^{1/2}$ of $SE^{1/4}$) of Section 15, Township 20 south, Range 2 east, more particularly described as follows:

Commence at the intersection of the east boundary of Section 15, and the southerly boundary of Shelby County Highway #76 and run in a westerly direction along the south boundary of said highway a distance of 280 feet, more or less, to the west boundary of a field road, said point being the point of beginning of property herein described; thence from such point of beginning continue in a westerly direction along the south boundary of said Highway #76 a distance of 50 feet; thence turn an angle to the left and run in a southerly direction parallel with said field road a distance of 50 feet; thence turn an angle to the left and run in an easterly direction parallel to said Highway #76 a distance of 50 feet; thence turn an angle to the left and run along the west boundary of said field road a distance of 50 feet to the point of beginning.

1. The term of this lease shall be for a period of two years from the 1st day of November, 1974, to the 31st day of October, 1976, both dates inclusive, with an automatic renewal for an additional two years unless Lessee gives to Lessor 30 days' notice in writing of its intention to cancel the lease at the expiration of the original term of the lease, such notice to be given in the manner hereinafter provided.

Lessor covenants to keep Lessee in quiet possession of the premises during the term of this lease or extensions thereof.

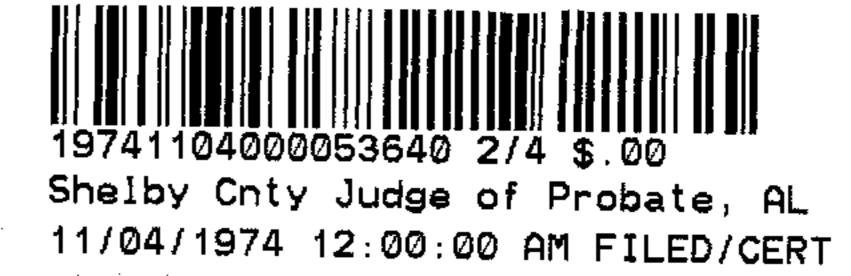
2. In consideration whereof Lessee agrees to pay Lessor during the term of this lease the sum of \$600.00 per year payable annually in advance and in the event Lessee desires to renew for the above-mentioned additional two-year period, Lessee agrees to pay Lessor the sum of \$720.00 per year payable annually in advance.

- 3. It is understood and agreed that Lessee shall have the right to construct, operate and maintain on the leased premises an ambient surveillance system together with all required equipment necessary or convenient therewith for the full enjoyment and use thereof and that Lessee shall have the right of ingress and egress to and from the leased premises over and across Lessor's adjoining lands.
- 4. Upon the termination of this lease, or any time during the term of this lease or any extensions thereof, Lessee shall have the right and privilege to remove from said premises all its monitoring equipment and all related facilities, structures, fences, gates, or any other fixtures or property placed thereon by Lessee.

All such property placed or installed on the leased premises by Lessee shall constitute personal property, and does not attach to the realty.

- 5. Lessee shall have the right to cancel this lease effective at the end of the initial two-year period or at any time thereafter by giving Lessor 30 days' notice in writing of its intention to so cancel.
- 6. Lessor agrees not to sell or convey to others the above described property during the term of this lease or any extensions thereof without giving Lessee first refusal to purchase the same.
- 7. Any sale of said property during the term of this lease shall be made subject to all the terms and conditions of this lease.
- 8. In the event of the purchase of such premises by Lessee, Lessor shall convey unto Lessee a good and merchantable title thereto by full warranty deed.
- 9. Where written notice is provided for hereinafter the same shall be deemed to have been given when posted in United States mail addressed to Lessor at #14 Office Park Circle, Birmingham, Alabama 35223

^{10.} The Lessee may sublet said leased premises or any part of same during the term of this lease or any extensions thereof.



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11. Reference to the Lessor or the Lessee shall include its successors or assigns.

EXECUTED, in duplicate, on the day and year first above written.

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ATTEST:

Betty A. Cauthen

ALABAMA POWER COMPANY, LESSEE

CLOVERLEAF CREAMERY, INC., LESSOR

Its President

By Nece President

ATTEST:

E TONSON

APPROVED AS | BALCH, BINGHAM, BAKER, TO FORM | HAWTHORNE & WILLIAMS

DESCRIPTION

APPROVED AS BY BY C. H.

STATE OF ALABAMA

COUNTY OF JEFFERSON

said County in said State, hereby certify that whose name as President of Cloverleaf Creamery, Inc., 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 the 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 <u>32</u> day of October, 1974.

Notary Public

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Jornan & Sanderk, a Notary Public, in and for said County in said State, hereby certify that Charles J. Jackson whose name as Vice President of 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 the 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 29th day

of Octobe, 1974.

Notary Public

PROBATE

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Shelby Cnty Judge of Probate, AL 11/04/1974 12:00:00 AM FILED/CERT