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

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STATE OF ALABAMA)
:
SHELBY COUNTY)

654

THIS INDENTURE, made this the 29th day of October,
1974, by and between Cloverleaf Creamery, Inc.,
(hereinafter called Lessor,) and Alabama Power Company, as a corporation,
(hereinafter called Lessee).

W I T N E S S E T H:

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 $\frac{1}{2}$ of SE $\frac{1}{4}$) of Section 15, Township 20 south,
Range 2 east, more particularly described as follows:

*Wfe
Comm*
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.

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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.

CLOVERLEAF CREAMERY, INC., LESSOR

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By James M. Kiefer
Its President

ATTEST:

Betty N. Caruthen

ALABAMA POWER COMPANY, LESSEE

By Charles P. Jackson
Vice President

ATTEST:

B. R. Bowton

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

By Donald Williams

APPROVED AS TO TERMS AND DESCRIPTION {

By D. C. Hoot
ASST. MGR. LAND DEPT

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, Betty N. Caruthen, a Notary Public, in and for said County in said State, hereby certify that James M. Kiefer 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 22 day of

October, 1974.

Betty N. Caruthen
Notary Public

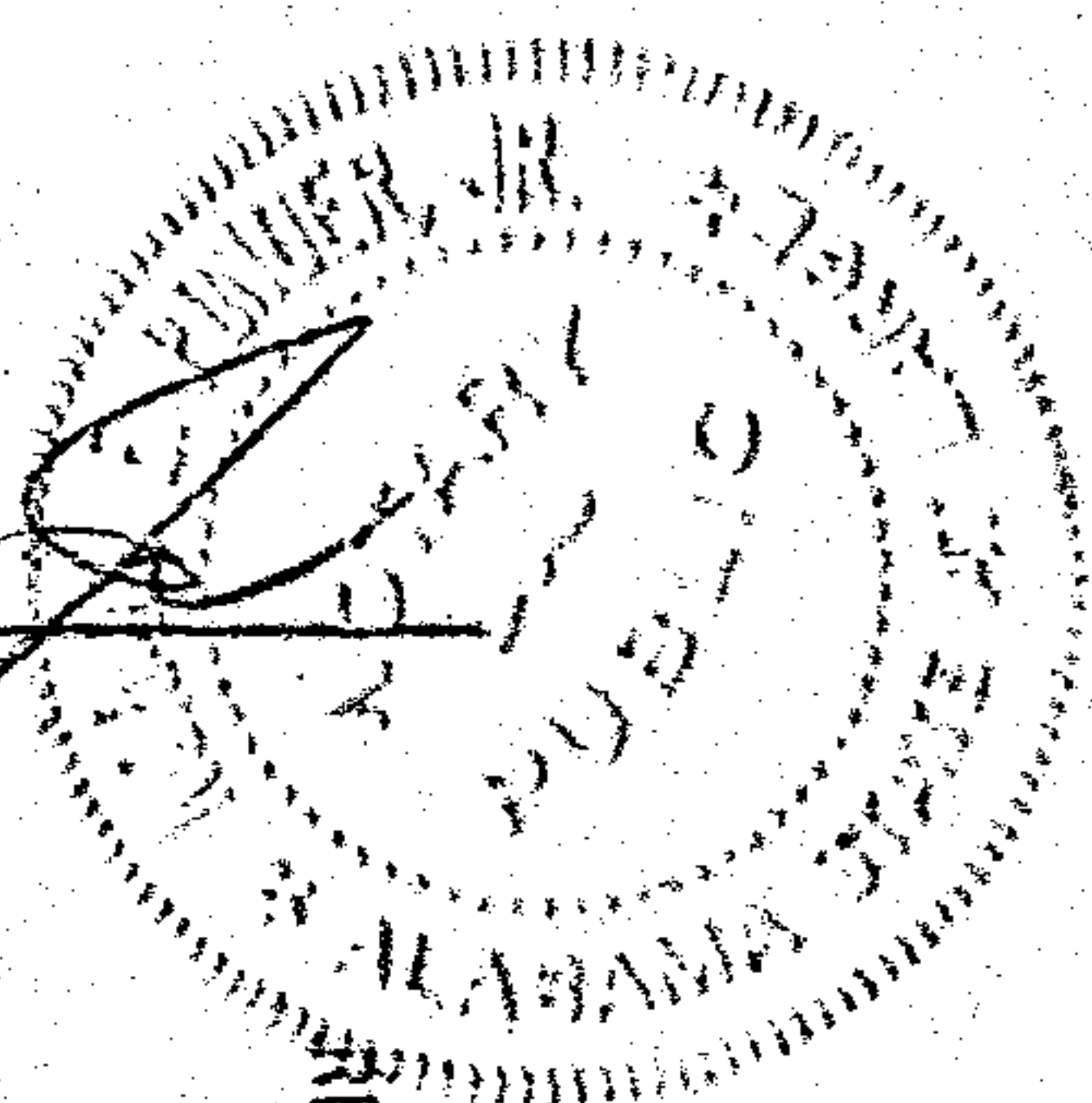
My Commission Expires October 25, 1976

STATE OF ALABAMA)
:
JEFFERSON COUNTY)

I, Norman E. Ponder Jr., a Notary Public, in and for
said County in said State, hereby certify that Charles G. 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 October, 1974.

Norman E. Ponder Jr.
Notary Public



STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1974 NOV -4 PM 3:48
Book 289 p. 48
U.C.C. FILE NUMBER OR
REC. BK. & PAGE AS SHOWN ABOVE
Checked by Shelby
JUDGE OF PROBATE

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