

982

State of Alabama

471536

County of Shelby

KNOWN ALL MEN BY THESE PRESENTS, that 2154 TRADING CORPORATION, a New York Corporation, doing business as INVERNESS whose address is P. O. Box 43328; Birmingham, Alabama (herein referred to as Grantor) for and in consideration of ONE AND NO/100 DOLLARS (\$1.00) and other 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 located in SE 1/4 of Section 35 & SW 1/4 of Section 36, Township 18 S Range 2W Shelby County, Alabama, which portion is shown shaded on the Exhibit "A" drawing, Sheet 1, attached hereto and made a part hereof, as furnished by ALABAMA POWER COMPANY, drawn by G. Hearn on 9/27/84, approved by R. M. Waters 10/8/84, said Easement is to be utilized for the purpose of constructing, 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" drawing 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, successors, assigns, tenants, and others claiming under or through Grantor shall not cause any interference with Grantee's enjoyment of the rights granted herein.

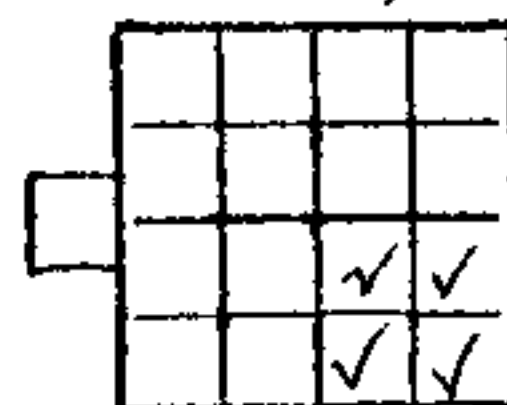
TO HAVE AND TO HOLD the Easement unto said Grantee, its successor and assigns.

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

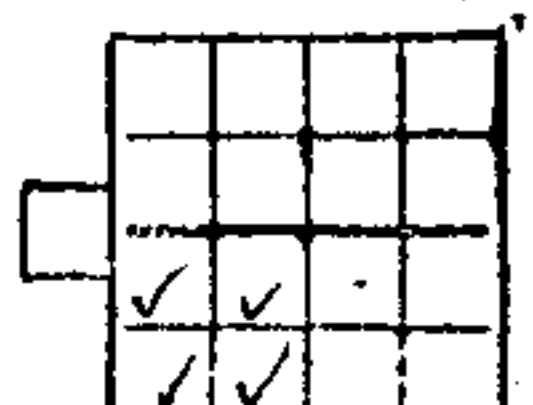
By R. C. Coagin

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

Brenda Bowen



S. 35. T. 18 S. R. 2 W.



S. 36. T. 18 S. R. 2 W.

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 constructing, 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 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.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals
on the 10th day of June, 1985.

As to 2154 TRADING CORPORATION:
Signed, sealed, and delivered
in the presence of:

Andrea R. Nauman
Unofficial Witness

2154 TRADING CORPORATION

By: Victory W. Turner

Title: VICE PRESIDENT

Attest: Christine M. Jones

Title: Assistant Secretary

As to ALABAMA POWER COMPANY:
Signed, sealed, and delivered
in the presence of:

David Parks
Unofficial Witness

Richard C. Babin
Notary Public

ALABAMA POWER COMPANY

By: James S. Light

Title: Executive Vice President and Counsel

Attest: Richard C. Babin

Title: Secretary

Richard C. Babin
MANAGER
CONFERENCE ROOM

Harold Williams



JUDGE LE GENDRE

NOTES

1) ALL LOCATIONS ACCESSIBLE
2) INCREASED TO PAY \$27,507.00 AND TO
CONSTRUCTION COST FOR RELOCATION OF
UTILITIES AS ESTIMATED ON H.E. 12004-0000240
3) CUSTOMER TO OPEN CLASS A
TRENCH 48 INCHES DEEP x 1000 FT LONG
INSTALL 1-RUN OF 6" PVC CONDUIT AND
2-4" x 6" OF CONCRETE WALL BRACE WHICH
WILL BE PROVIDED BY ALABAMA POWER CO
4) APCO TO CONCRETE THE REMAINING
1145 FT OF 48 INCH TRENCH
5) APCO TO INSTALL 3-4 FT x 6 FT WALL
BORES
6) APCO TO MAKE 2-50 FT BORES HORIZ
INCREASE CENTER PAVEDWAY
7) THIS WD TO BE WORKED IN CONJUNCTION
WITH 35 OF CONCRETE OF INCREASES
COMMERCIAL PAVE

287647 11

ALABAMA POWER COMPANY

JOB ALABAMA 2 KV DISTRIBUTION

DETAILS ALABAMA 2 KV DISTRIBUTION IN CONTACT WITH

PROPOSED INDUSTRIAL WORK TO CAPTURE WITH 3000 CONCRETE

SCALE 1" = 300' N/A

SHEET 1 OF 1 SHEETS

SUPERSEDES 1000-000000-01

C 70016-000254