

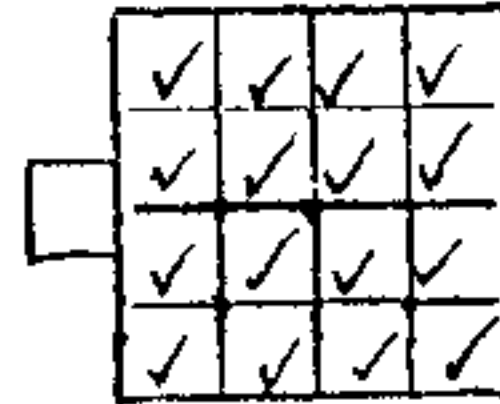
EASEMENT

State of Alabama

County of Shelby *Wt*

GRANTEE'S ADDRESS
ALABAMA POWER CO.
P. O. BOX 2041
BIRMINGHAM, AL 35201
ATT: CORP. REAL ESTATE

Brenda Bowen



S 36 T18S R2W

471535

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

By *R. C. Coggia*

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KNOWN ALL MEN BY THESE PRESENTS, that METROPOLITAN LIFE INSURANCE COMPANY, 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 Section 36 of Township 18S, Range 2W of Shelby County, Alabama which portion is shown shaded in on the Exhibit "A" drawing, Sheet 1, attached hereto and made a part hereof, as furnished by ALABAMA POWER COMPANY, drawn by D. Cockrell, approved by L. N. LeCroy, and approved by R. M. Waters, 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.

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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 METROPOLITAN LIFE INSURANCE
COMPANY:

Signed, sealed, and delivered
in the presence of:

Sandra R. Norman
Unofficial Witness

METROPOLITAN LIFE INSURANCE COMPANY

By: Victor W. Turner

Title: ASSISTANT VICE PRESIDENT

Frances W. Dunn
Notary Public

Georgia State at Large
My Commission Expires Dec. 7, 1986

Attest: Christine M. Jones

Title: Assistant Secretary

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

Sara Parks
Unofficial Witness

Richard C. Cyprien
Notary Public

ALABAMA POWER COMPANY

By: James S. Leggett

Title: Executive Vice President and Counsel

Attest: Richard C. Cyprien

Title: Secretary

APPROVED AS
TO TERMS AND
DESCRIPTION

Richard C. Cyprien
By: William J. [Signature]
MANAGER - DISTRIBUTION
MANAGER - CORPORATE REAL ESTATE

APPROVED AS TO FORM
BALCH & BINGHAM

By: Harold Williams
See letter of 5/7/85

8070

11-120KVA 315KV 1200V LOOP FEED DFPM
PROPOSED LOAD 2714KVA
FOR INSTALLATION OF PROTECTIVE BARRIER:
SEE ATTACHED SERVICE LOCATION SKETCH
1.3-400/5 A 600V CT'S

PULL CABLE WITHOUT SPlicing

11-11-20 PULL BOX 18"x12"x36" 5

X
8071

11-175KVA 315KV 277/100V LOOP FEED DFPM
PROPOSED LOAD 715.9KVA
1.3-1200/5A 600V CT'S
1.3-2 S/LA 200V PT'S
FOR INSTALLATION OF PROTECTIVE BARRIER:
SEE ATTACHED SERVICE LOCATION SKETCH

X
8092

11-150KVA 315KV 1200V LOOP FEED DFPM
PROPOSED LOAD 113.9KVA
FOR INSTALLATION OF PROTECTIVE BARRIER:
SEE ATTACHED SERVICE LOCATION SKETCH

PULL CABLE WITHOUT SPlicing

11-11-20 PULL BOX 18"x12"x36" 2

2 5" DS CONDUIT
STUB OUTS FOR POSSIBLE
FUTURE SERVICE

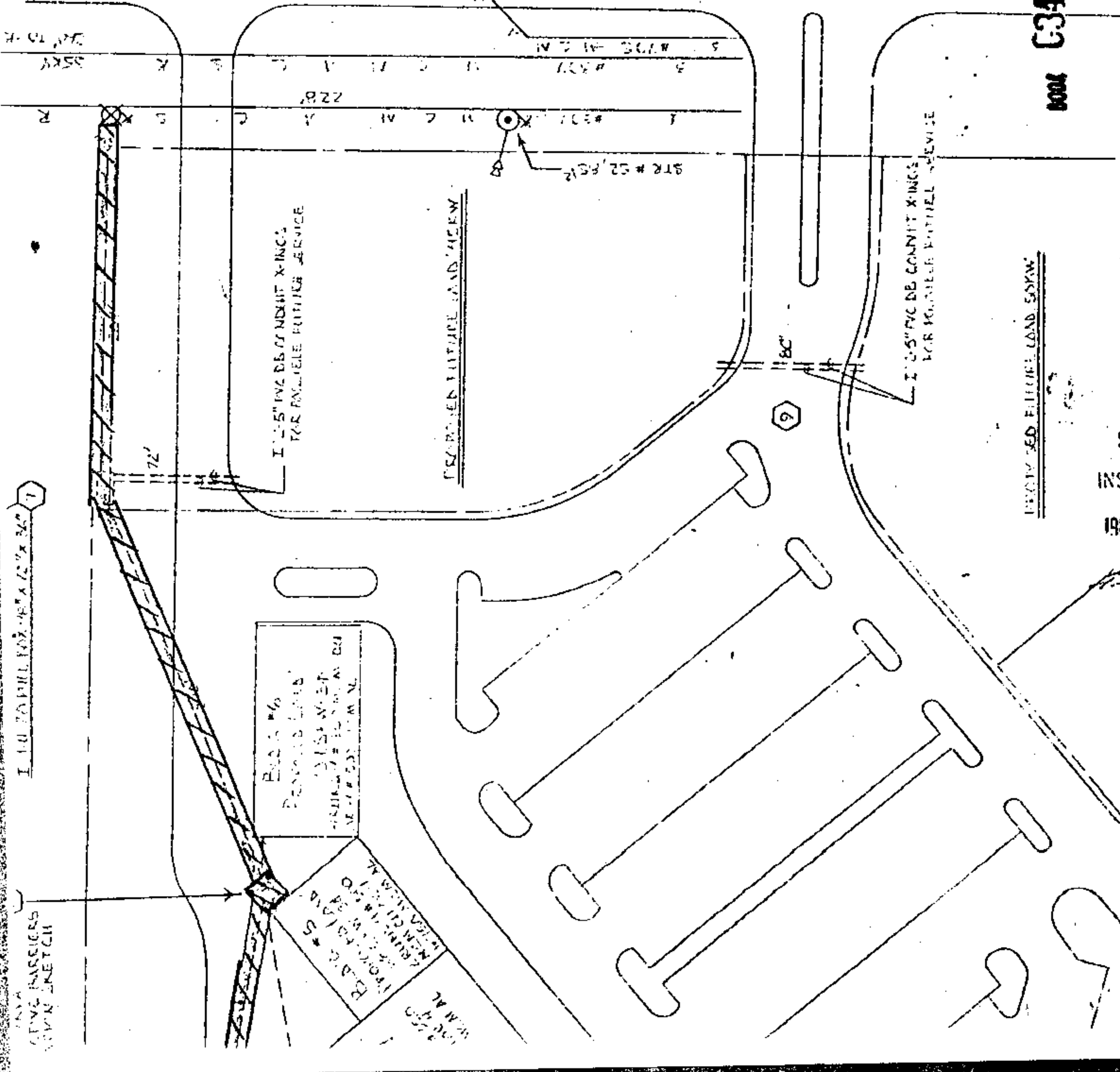
PROPOSED FUTURE LOAD 100KW

STR # 58,251

11-503 VON JH RISER POLE
11-24" P'S STAND OFF PULLED
11-11-54 1/2" 315KV FRI RISER
FILE 100 AMPS

* APPROX TRAIL MOUNT LINE
DRAWING ATTACHED

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2. 35KV 300 FT. I 60\"/>

PULLING TENSIONS			
#1/0	AXIAL 35KV PRIMARY CABLE		
FR. A. TO	PULLING TENSION 1500 LB. MAX.	TENSIONAL PRESSURE 500 LB. MAX.	
1-2	1153	173	
2-3	1150	173	
4-3	587	199	
4-5	1221	19	
6-5	1019	183	
1-6	1110	17	
8-7	683	155	

35KV SECTIONALIZING SKETCH

PROPOSED FUTURE LAND SURVEY

STATE
INSTR
1985

100' WIDE EASEMENT AND EASE

STATE OF ALABAMA
I CERTIFY
INSTRUMENT
1985 JUL 18 PM 2:02
JUDGE

Sealty 50
17.50
1.00
19.00

12-5' P.V.C. DE CONDUIT X-ING
FOR POSSIBLE FUTURE SERVICE.

PROPOSED FUTURE ROAD EASMENT

VALLENTINE ROAD

NOTES

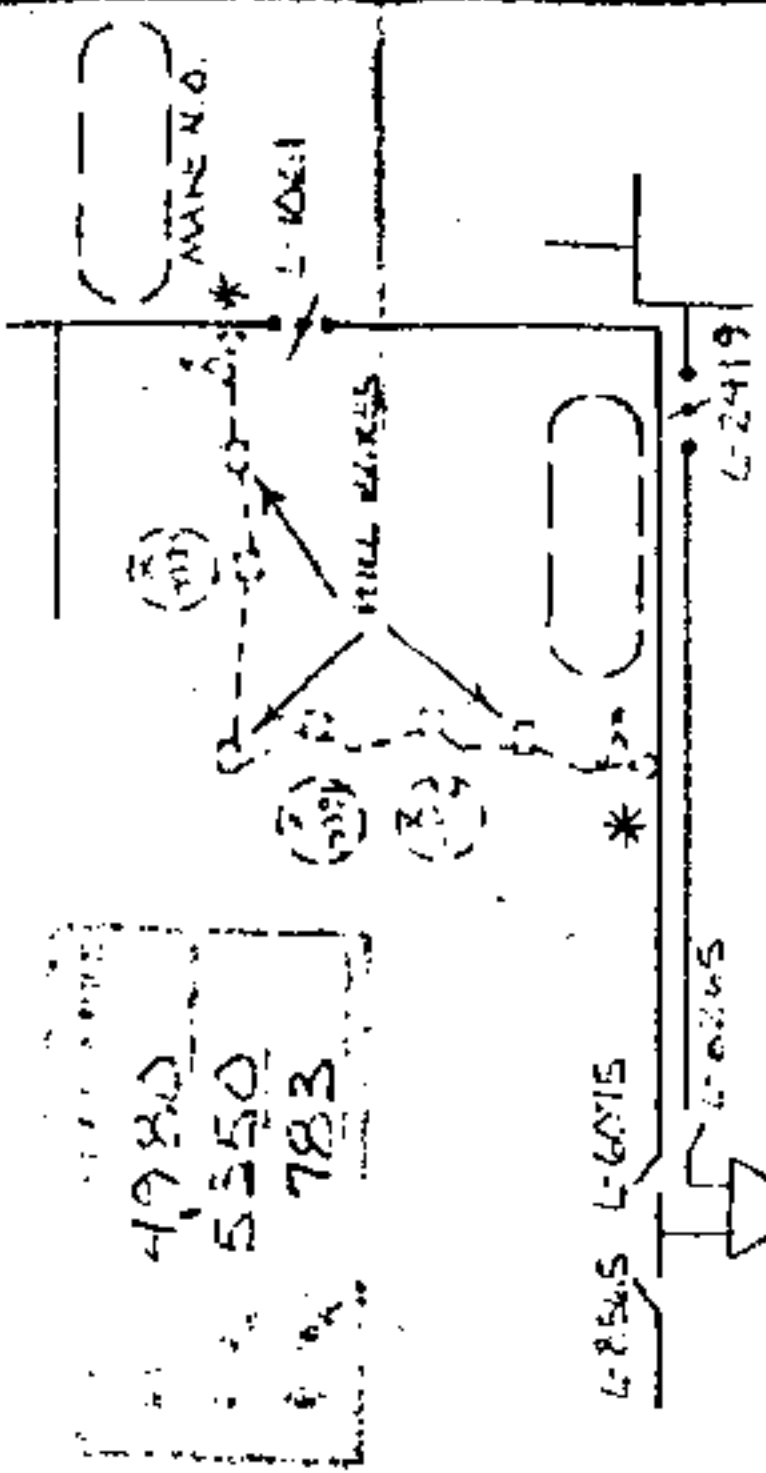
- 1. 12-5' P.V.C. DE CONDUIT X-ING AND NEAR DE PRIMARY CABLE
- 2. 10-5' DE EASEMENT FURNISHED BY AND INSTALLED BY CUSTOMER.
- 3. ALL SERVICE CONDUITS TO BE CUSTOMER OWNED AND INSTALLED.
- 4. ALSO TO HAVE CONFECTION AT END OF TRANSFORMER.
- 5. THE LARGEST NOISE IN BUILDING 12, 15, 16 TO BE 50' 30".

RIGHT OF WAY EASEMENT IS
10 FEET WIDE FOR UNDER-
GROUND FACILITIES. TRANSFORMER
AT LOCATION'S 3, 4 & 6 IS
10' X 10' AND ABOVE GROUND

2/19/85
DRAWN BY LOCKSHELL CHECKED
APPROVED Larry Nobles
APPROVED R.M. Walters

DATE 2-22-85
DATE 2-26-85

35KV SECTIONALIZING SKETCH



100' WIDE EASEMENT
FOR FUTURE SERVICE

FOR FUTURE SERVICE
AND POSSIBLE FUTURE SERVICE.

FILED LOADING
FURNISHED: 1127KVA
EMERGENCY: 1127KVA
FUTURE PROPOSED: 1399KVA
FUTURE EMERGENCY: 1399KVA
FUTURE CAPACITY: 5970KVA

100' WIDE EASEMENT
FOR FUTURE SERVICE
AND POSSIBLE FUTURE SERVICE.

YES

100' WIDE EASEMENT

MAP REF: D-BD-72800-75, SECT-36, TP-18S, R-3W

ALABAMA POWER COMPANY

JOB INVERNESS SHOPPING CENTER

DETAIL PROVIDED LIEB 35KV 100' EASEMENT 10' WIDE

SCALE 1" = 40'

SHEET 1 OF 1 SHEETS

SUPERSEDES NONE

F-17XXX6-XXXXX4-00