

STATE OF ALABAMA )  
COUNTY OF SHELBY)

1604

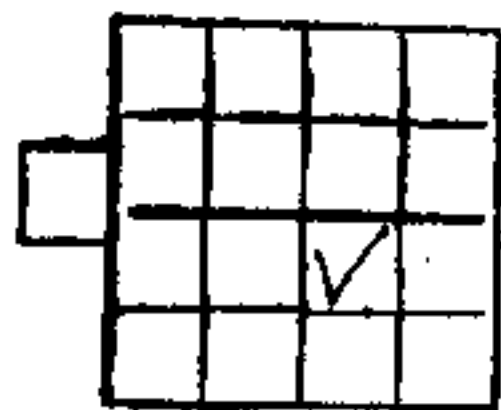
W.E.# 61700-14-0041-6-00

490586

## E A S E M E N T

KNOW 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 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 the Northwest Quarter of the Southeast Quarter (NW 1/4 of SE 1/4) of Section 36, Township 18 South, Range 2 West of Shelby County, Alabama, which is shown shaded in on the Exhibit "A", Alabama Power Company drawing B-61700-14-0041-6-00, sheet 1, attached hereto and made a part hereof, as furnished by Alabama Power Company, drawn by G. Hearn, approved by Larry LeCroy, 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.



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TO HAVE AND TO HOLD the Easement unto said Grantee, its successor 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 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 and/or overhead 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.

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 rights 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 and/or overhead 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 installation of other utilities.

7. It is further understood that the easement as shown on Exhibit "A" is a five (5) foot wide strip as measured two and one half (2 1/2) feet on each side of the center line and is crosshatched and shaded in green and will be utilized by Alabama Power for overhead facilities. The length of the easement is approximately 82 feet. Grantee shall have the right of ingress and egress to said easement land by way of paved roadways, paved areas, or construction roadways across lands owned by 2154 Trading Corporation which lies adjacent to said easement land. Grantee shall be responsible for any damage done in using the area 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 set their hand and seals on the 24<sup>th</sup> day of October, 1986.

As to 2154 TRADING CORPORATION:

2154 TRADING CORPORATION

Signed, sealed and delivered

in the presence of:

By: [Signature]

Title: VICE PRESIDENT

Nancy J. Hammer

Unofficial Witness

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[Signature]  
Notary Public Georgia State at Large  
My Commission Expires: 3-17-89

Attest: [Signature]

Assistant Secretary

Title: Assistant Secretary

As to ALABAMA POWER COMPANY:

ALABAMA POWER COMPANY

Signed, sealed, and delivered

in the presence of:

By: [Signature]

Executive Vice President  
and Counsel

Title: [Signature]

[Signature]

[Signature]

Unofficial Witness

Attest: [Signature]

Title: Secretary

[Signature]

Notary Public

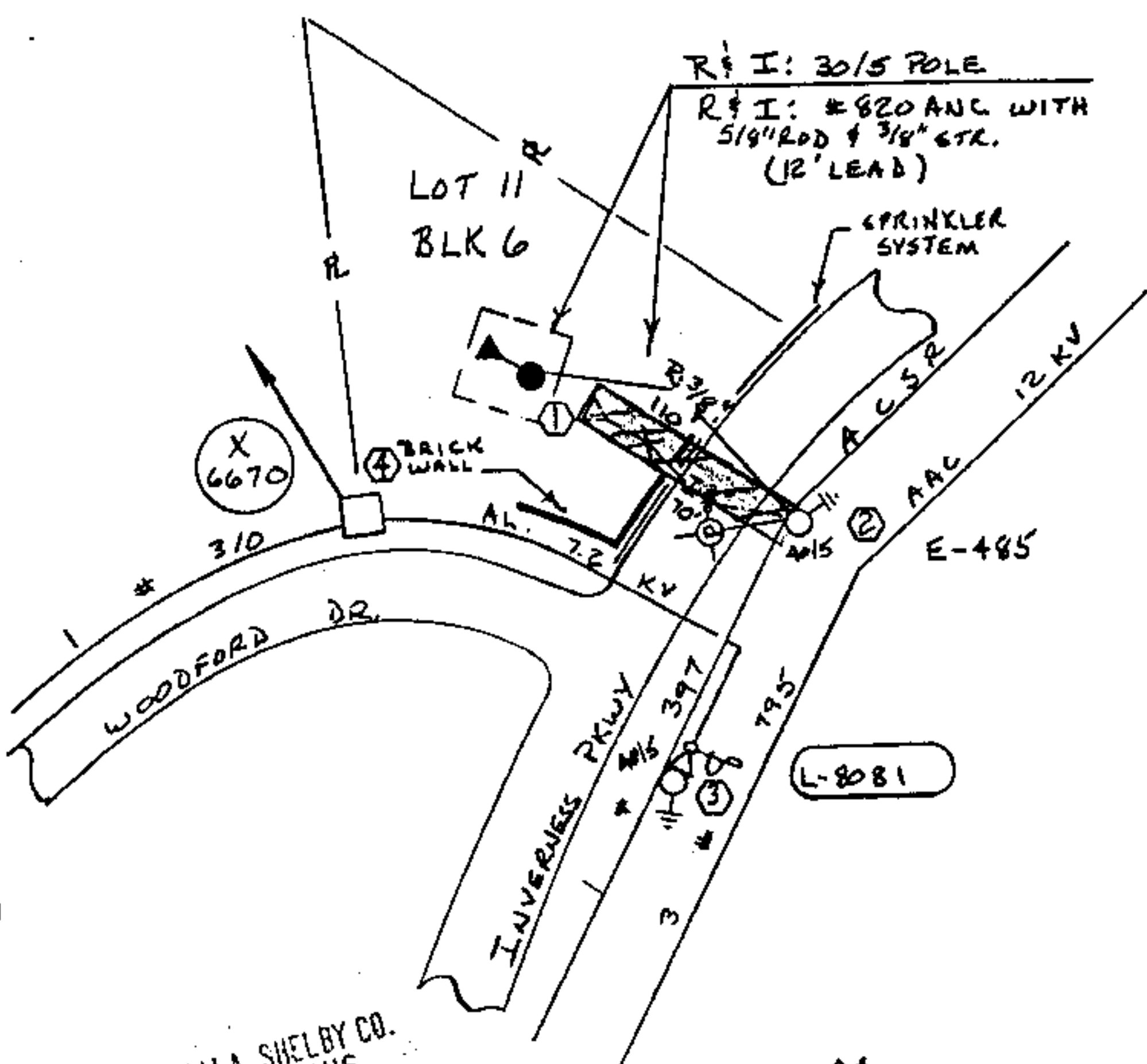
APPROVED AS  
TO TERMS AND  
DESCRIPTION

By: [Signature]

SUPERVISOR DISTRIBUTION  
LINE CO.  
MANAGER  
CORPORATE REAL ESTATE

APPROVED AS TO FORM  
BALCH & BINGHAM

By: [Signature]

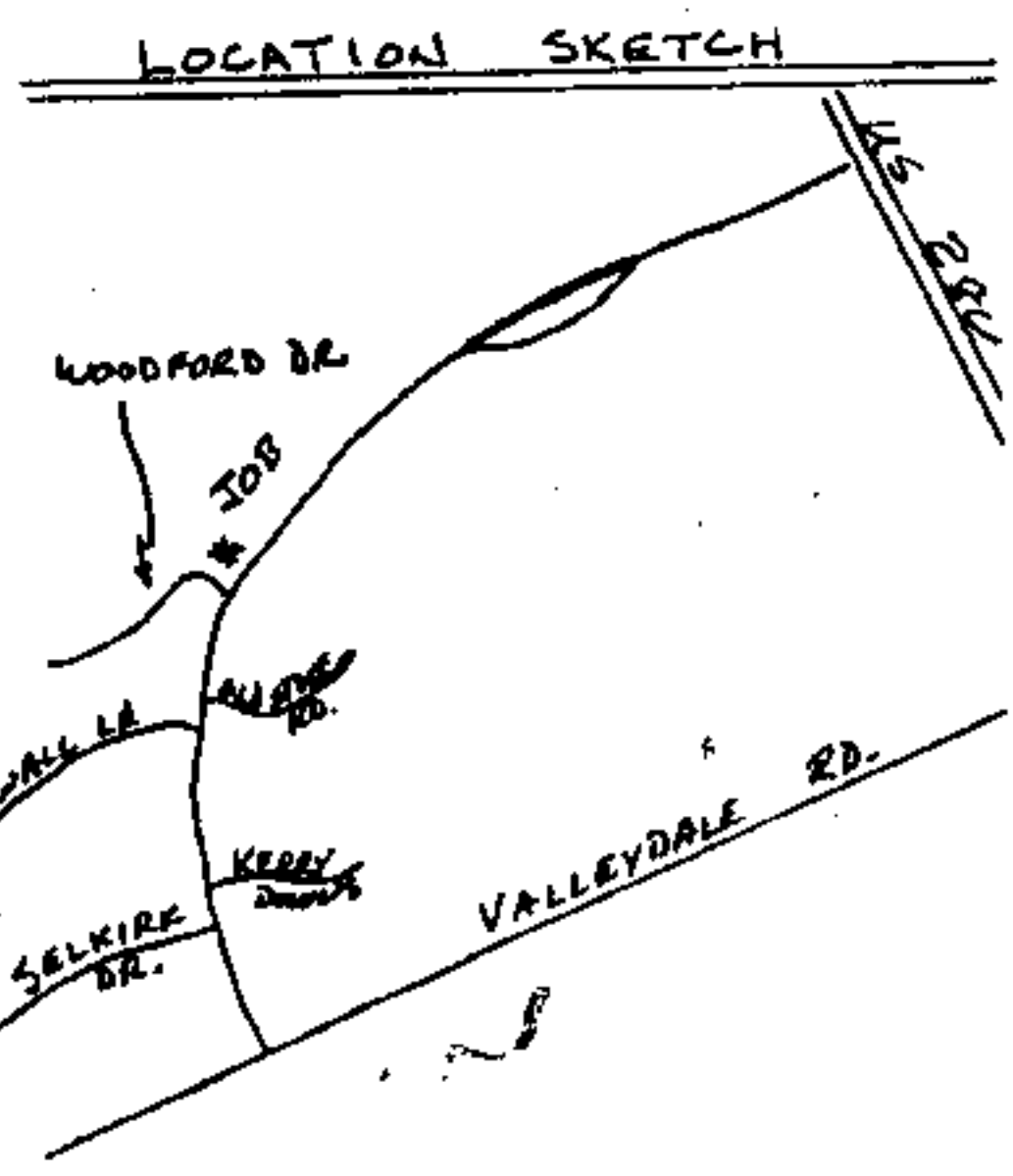


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STATE OF ALA. SHELBY CO.  
 I CERTIFY THIS INSTRUMENT WAS FILED  
 1986 DEC 18 PM 4:10

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

1. Deed Tax	\$ 50
2. Mtg. Tax	
3. Recording Fee	12.50
4. Indexing Fee	1.00
TOTAL	14.00



NOTES  
 JOB ACCESSIBLE IF PLYWOOD IS USED TO PROTECT SPRINKLER  
 JOB NOT ATTACHED  
 PLATV ATTACHED  
 JOB STAKED

STANDARD SYMBOLS SHOWN IN DISTRIBUTION STANDARDS TO BE USED

EXHIBIT "A"