

1882

STATE OF ALABAMA)

COUNTY OF SHELBY)

E A S E M E N T

KNOW 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 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 North one half of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter of Section 2; the Northwest Quarter of the Northwest Quarter of Section 11, all in Township 19 South, Range 2 West of Shelby County, Alabama, which is shown shaded in on the Exhibit "A", ALABAMA POWER COMPANY drawing D 61700-50-0001-0-00, sheets 2 and 3 attached hereto and made a part hereof, as furnished by ALABAMA POWER COMPANY, drawn by J. Freind, approved by R. Rardin and C. H. Burkhardt, 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 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 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.

BOOK 365 PAGE 819

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 it will, at its sole expense, promptly restore the easement land to as near to the original position 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 the 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.

BOOK 365 PAGE 821

7. It is further understood that the easement as shown on Exhibit "A" is a ten (10) foot wide strip as measured five (5) feet on each side of the centerline and is crosshatched and shaded in green and will be utilized by ALABAMA POWER COMPANY for underground facilities. The length of the easement is approximately 1550 feet for the underground facilities. Total easement length is approximately 1550 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 METROPOLITAN LIFE INSURANCE COMPANY which lies adjacent to said easement lands. Grantee shall be responsible for any damage done in using the area outside the easement land for ingress and egress to said easement lands.

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

28<sup>th</sup> day of March, 1991.

As to METROPOLITAN LIFE INSURANCE COMPANY  
Signed, sealed, and delivered  
in the presence of:

*Robert A. [Signature]*  
Unofficial Witness

*Leslie R. [Signature]*  
Notary Public

Notary Public, Georgia, State at Large  
My Commission Expires Jan 29, 1994

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

*Charles E. [Signature]*  
Unofficial Witness

*J. B. [Signature]*  
Notary Public State at Large  
6-16-93

METROPOLITAN LIFE INSURANCE COMPANY

By: *Victor W. [Signature]*

Title: Vice President WFS  
RDA

Attest: *Nancy J. [Signature]*

Title: Assistant Secretary

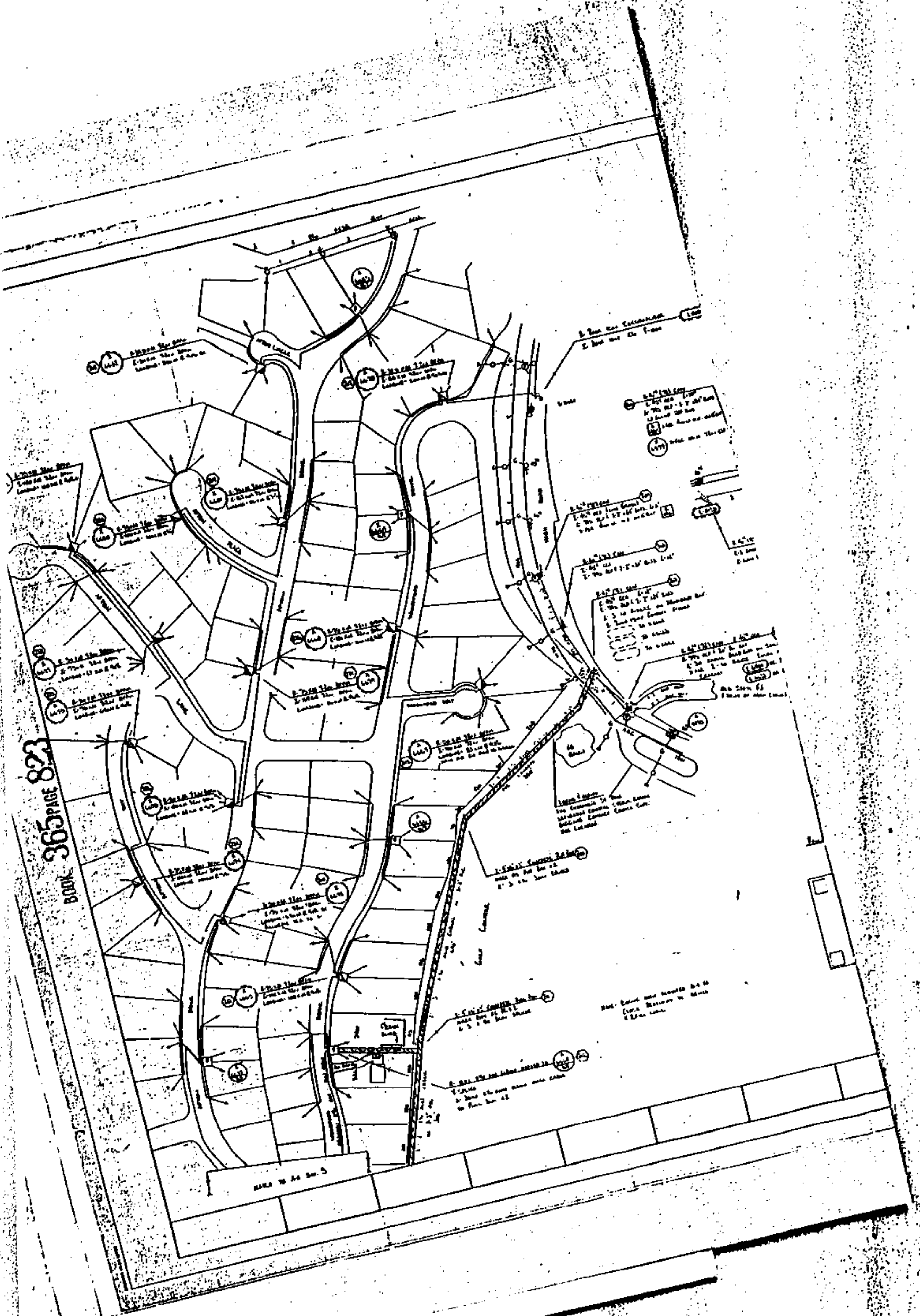
ALABAMA POWER COMPANY

By: *Dandy S. [Signature]*

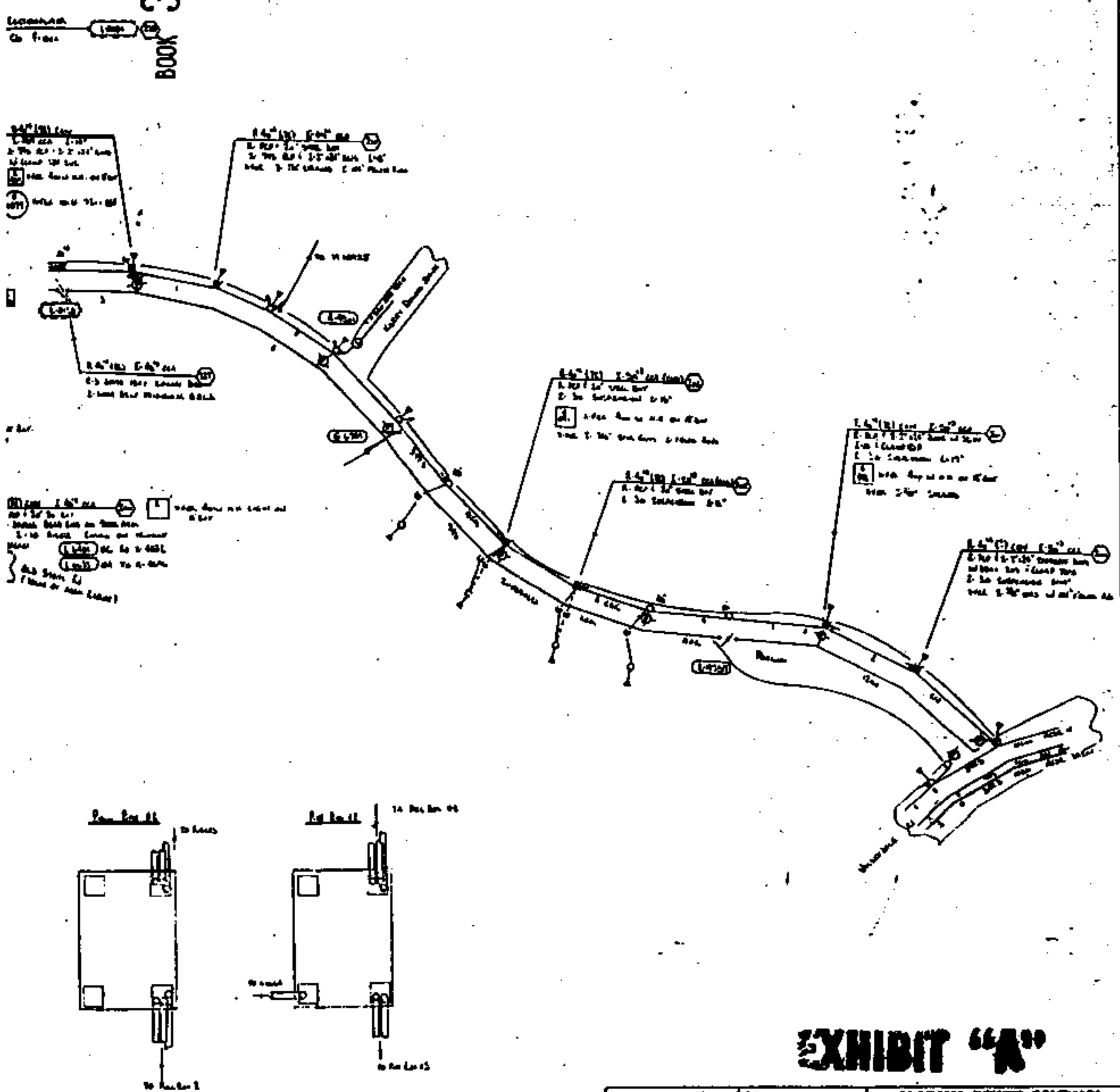
Title: Vice President

Attest: *Shirley A. [Signature]*

Title: Assistant Secretary



BOOK 365 PAGE 823-A



# EXHIBIT "A"

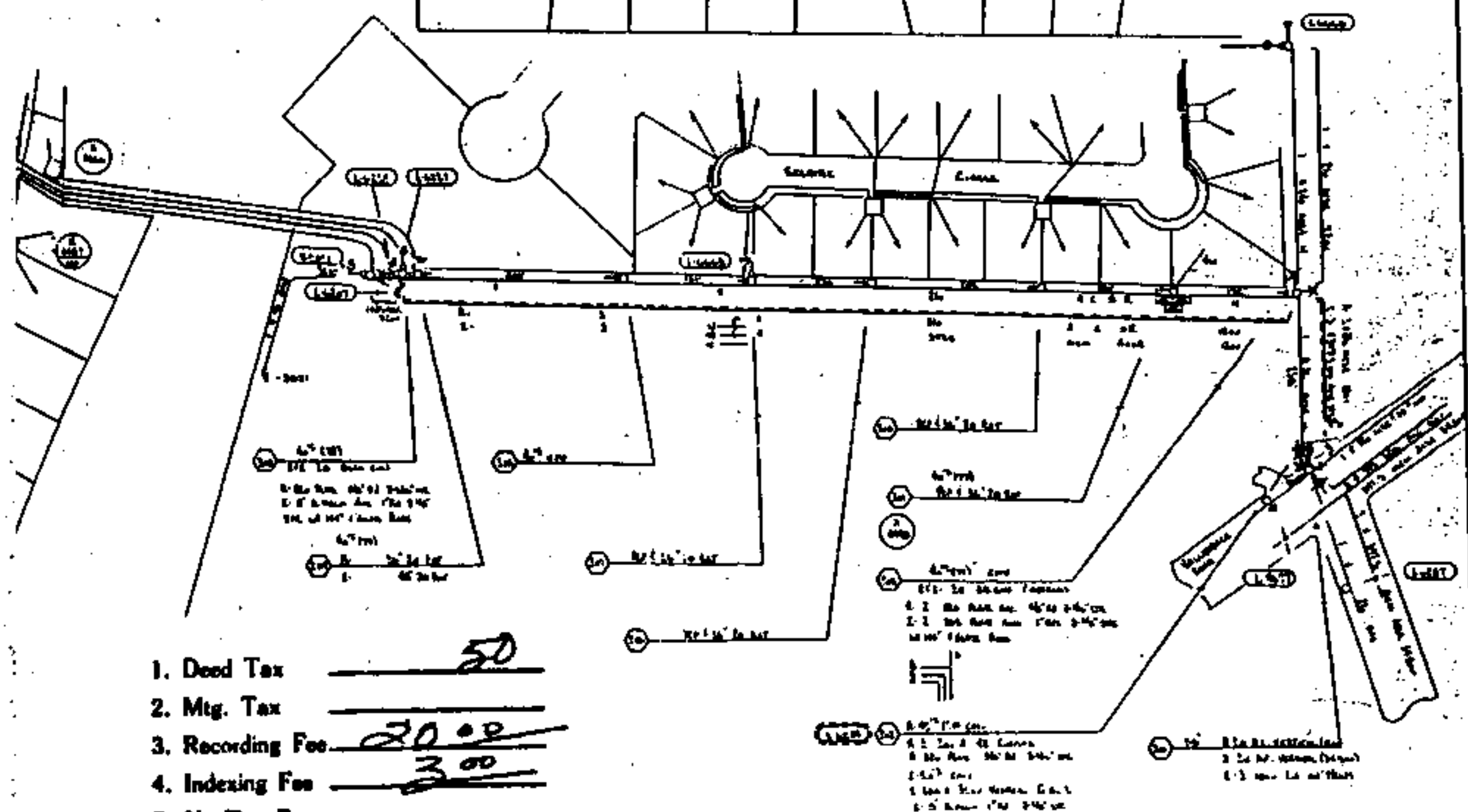
ALABAMA POWER COMPANY 1000 North 1st Avenue, Birmingham, Alabama 35203 Phone (205) 393-1000 Telex 150000	
Date: 1/15/68 Drawn: J. H. Smith Checked: J. H. Smith Approved: J. H. Smith	Date: 1/15/68 Drawn: J. H. Smith Checked: J. H. Smith Approved: J. H. Smith





[illegible]

91 SEP 27 10:00 AM '68



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|------------------|-------------------|
| 1. Deed Tax      | <u>50</u>         |
| 2. Mtg. Tax      | <u>          </u> |
| 3. Recording Fee | <u>20.00</u>      |
| 4. Indexing Fee  | <u>3.00</u>       |
| 5. No Tax Fee    | <u>          </u> |
| 6. Certified Fee | <u>1.00</u>       |
| Total            | <u>24.50</u>      |

ALABAMA POWER COMPANY	
Joe Miller, General Director, 801 North Central, Mobile, Alabama 36602-1700	
Director of Compliance	
Phone (904)	8-7100
Order 5 of 5 copies	D- 67100-58 0000-00
10/10/1990	