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STATE OF ALABAMA)

COUNTY OF SHELBY)

E A S E M E N T

BOOK 365 PAGE 807
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 43248, 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 Southwest Quarter of the Southwest Quarter, Section 35, Township 18 South, Range 2 West of Shelby County, Alabama, which is shown shaded in on the Exhibit "A", ALABAMA POWER COMPANY drawing D 61700-14-0022-9-00, sheets 1 attached hereto and made a part hereof, as furnished by ALABAMA POWER COMPANY, drawn by J. Freind, approved by 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 poles, wires, cables, equipment, and other appurtenances as shown on Exhibit "A" drawing for the purpose of transmitting and distributing electrical power over, under and through the easement land, together with the right to keep the poles, 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.

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 condition as possible after any such maintenance, repair, or replacement of said underground electrical transmission and/or distribution facilities.

BOOK 365 PAGE 808
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 overhead/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 overhead/underground 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 thirty (30) foot wide strip as measured fifteen (15) feet on each side of the centerline and is crosshatched and shaded in red and will be utilized by ALABAMA POWER COMPANY for overhead facilities. The length of the easement is approximately 120 feet for the overhead facilities. Total easement length is approximately 120 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

28th day of March, 1991.

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

Patricia A. Bracken
Unofficial Witness

Janet R. Newman
Notary Public

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

METROPOLITAN LIFE INSURANCE COMPANY

By: *Walter W. Turner* WSR.
Title: Vice President KBA

Attest: *Nancy J. Hamner*
Title: Assistant Secretary

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

Charles E. Monahan
Unofficial Witness

J. R. Roberson
Notary Public State at Large

ALABAMA POWER COMPANY

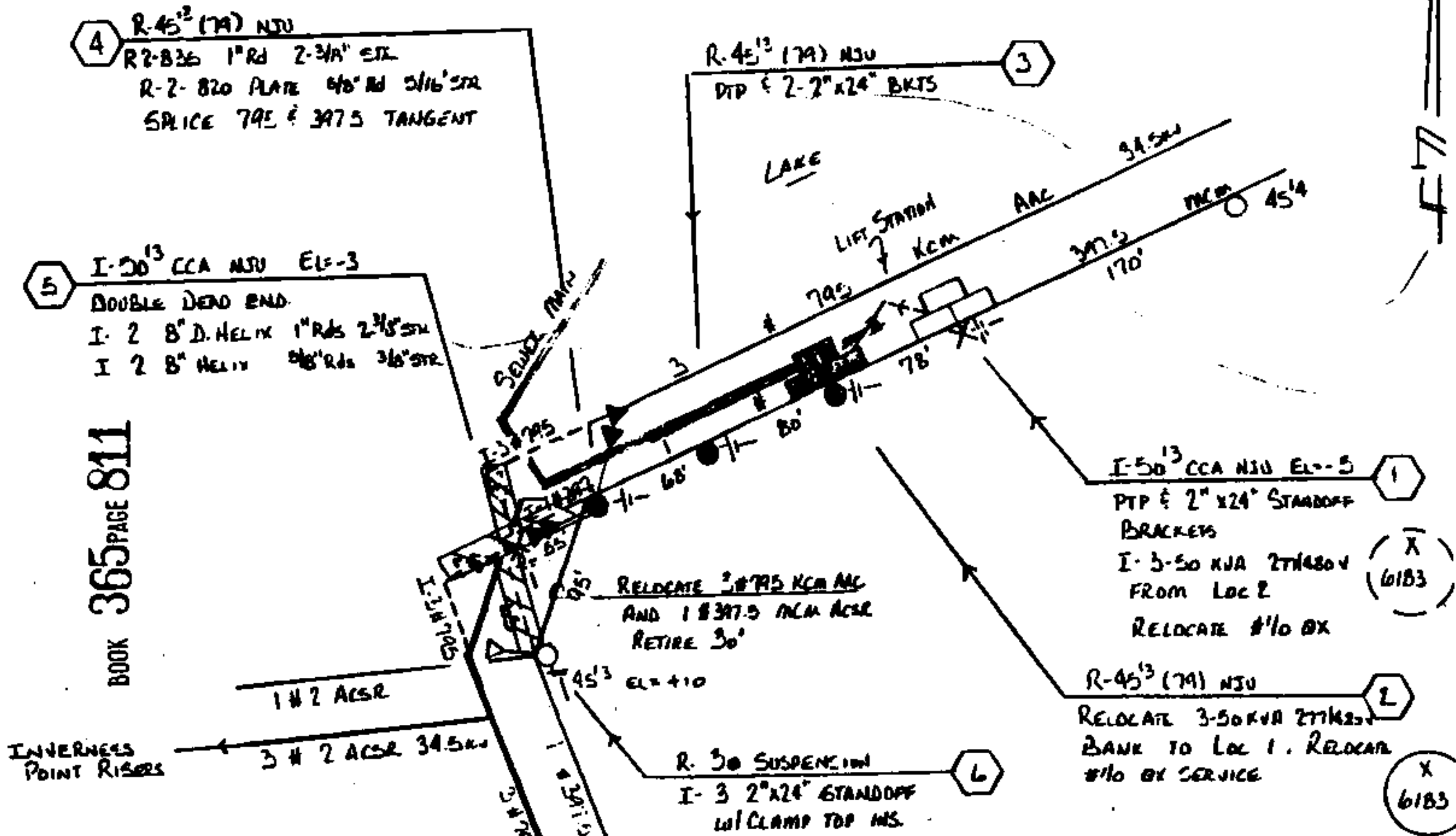
By: *Randy S. Hardy*
Title: Vice President

Attest: *Shirley A. Thomas*
Title: Assistant Secretary

SKETCH OF PROPOSED WORK

Alabama Power

WE No. 61700-14-D0229-00		Customer ELLARD CONSTRUCTION		Estimate No.	
Division B'HAM	District NORTH SHELBY	Town INVERNESS	Drawn By J FREIND		
Scale 1" = 40'	Section 35	Township 18S	Range 2W	Map Reference 2W-18S-35 SW 3/4	Date 2-24-89



1. Deed Tax	50
2. Mig. Tax	
3. Recording Fee	12.50
4. Indexing Fee	200
5. No Tax Fee	100
6. Certified Fee	
Total	172.50

STATE OF ALABAMA, SHELBY COUNTY
I CERTIFY THIS INSTRUMENT WAS FILED

91 SEP 27 AM 10:00

JUDGE OF PROBATE

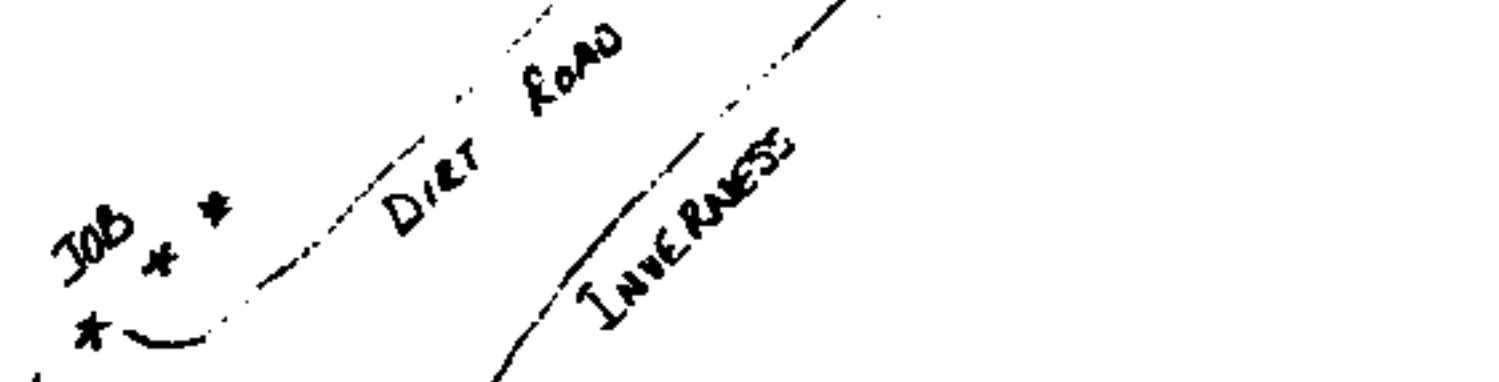
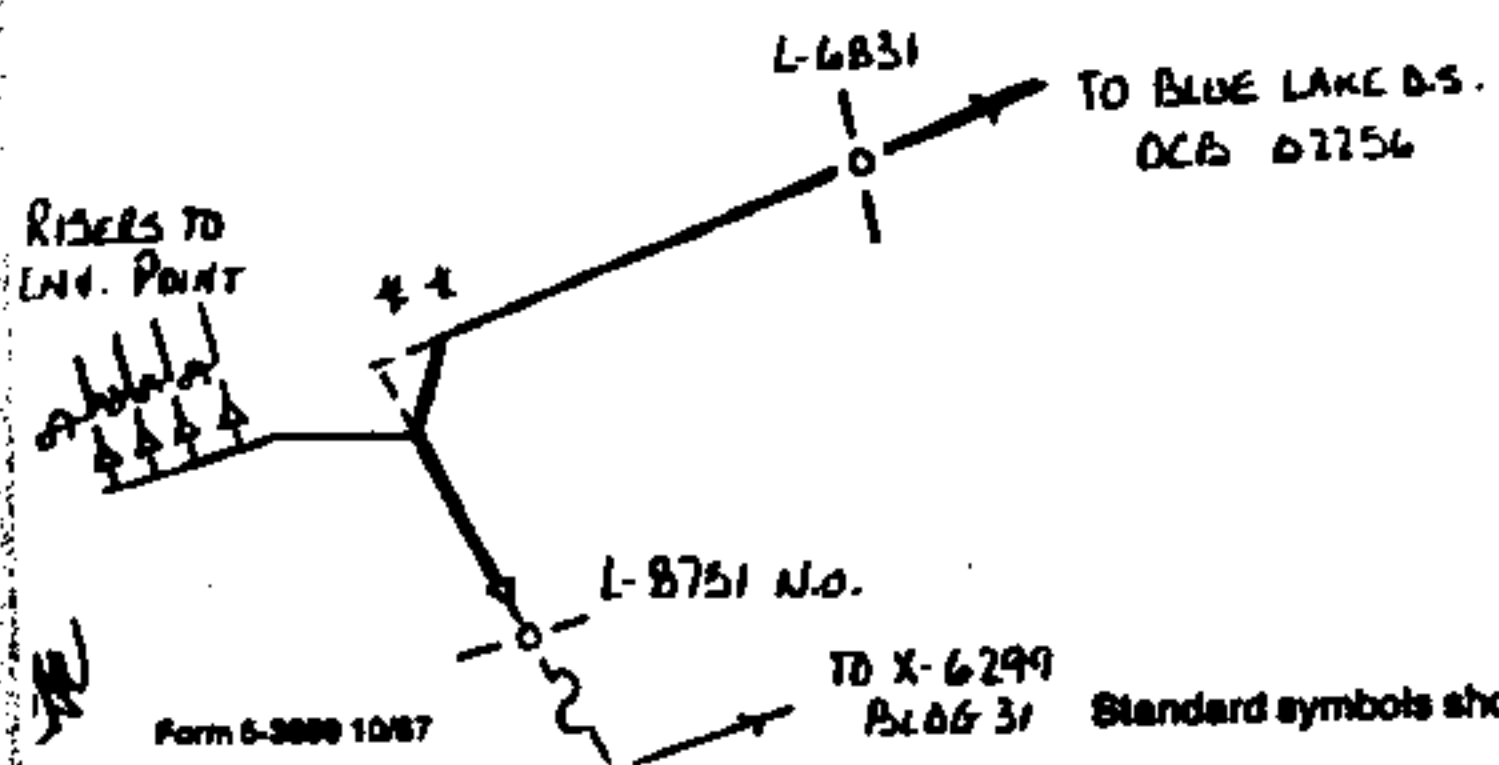


EXHIBIT "A"

Standard symbols shown in distribution standards to be used.