

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 Post Office 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 Northwest 1/4 of the Northeast 1/4, in the Southwest 1/4 of the Northeast 1/4 and in the Southeast 1/4 of the Northwest 1/4 of Section 2, Township 19 South, Range 2 West of Shelby County, Alabama, which is shown shaded on Exhibit "A", ALABAMA POWER COMPANY drawing D 61700-99-00184, attached hereto and made a part hereof, as furnished by ALABAMA POWER COMPANY, Chuck Coleman, Engineer, and dated 7/19/94. 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,

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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.

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 one hundred eighty (180) days after the date of the giving of such written notice and to complete all work involved in such relocation within three hundred sixty (360) 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 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 and (iii) Grantee acknowledges that Grantor is not granting any areas of the proposed Easement that are located in any existing road right-of-way.

7. It is further understood that the easement as shown on Exhibit "A" is a ten (10) foot wide strip as measured feet (5) feet on each side of the centerline and is crosshatched and will be utilized by ALABAMA POWER COMPANY for underground facilities. The total length of the easement is approximately 1,759 feet for the underground facilities. 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 lie 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 20th day of October, 1994.

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

Patricia A. Arnold
Unofficial Witness

Sarah R. Namm
Notary Public
Notary Public, Georgia, State at Large
My Commission Expires Jan. 12, 1998

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

Dan L. Wardwick, III
Notary Public, State at Large
My Commission expires 1/27/98
State of Alabama

METROPOLITAN LIFE INSURANCE COMPANY

By: *Victor W. Turner*
Title: Vice President XBA

Attest: *Donald Hoening*
Title: Assistant Secretary

ALABAMA POWER COMPANY

By: *Susan N. Knight*
Title: Vice President
Attest: *Shirley A. Thomas*
Title: Asst. Secretary

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