#210

**EASEMENT-SUBSTATION (CUSTOMER EXCLUSIVE)** 

Elir Cucle Privare + 3 Birning + 31 Linstan 411 50 427-300 This instrument prepared in the Corporate Real Estate Office, Alabama Power Company, P. O. Box 2641
Birmingham, Alabama 35291

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS, That Blue Circle, Inc., a corporation (hereinafter "Grantor"), for and in consideration of One Dollar (\$1.00), and other good and valuable consideration, to Grantor in hand paid by Alabama Power Company, a corporation (hereinafter "Grantee"), the receipt and sufficiency of which are hereby acknowledged, does hereby grant to said Grantee, its successors and assigns, an easement and right to construct, operate, maintain, and remove an electric customer service substation and related facilities including support and other structures, transformers, pads, buses, conductors and all other equipment, appliances and other facilities necessary or convenient in connection therewith (such structures and facilities, collectively, "Facilities"), from time to time, on, over, under and across a parcel of land, as said parcel is now located by the final location survey thereof heretofore made by said Grantee, and set out herein on Exhibit A (hereinafter the "Substation Site"), together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof, including the right to fence the Substation Site (whether inside or along boundaries of the Substation Site), and otherwise restrict access to the Substation Site and Facilities, and the right of ingress and egress to and from the Substation Site and the right to excavate for the construction, maintenance and removal of the Facilities; also, the right to cut or otherwise remove, including by the use of chemicals, all trees, undergrowth and all other obstructions of any form on the Substation Site (whether inside or outside of any fence maintained by Grantee) and further, the right to cut and otherwise remove all trees, which, in the sole discretion of Grantee, in falling, might endanger any of said Facilities; said parcel of land being described as follows:

A parcel of land located in a portion of the Northwest 1/4 of Section 19, Township 22 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northeast corner of said Section 19, marked by a railroad iron; thence run South 69 degrees 56 minutes 49 seconds West a distance of 5,517.64 feet to a point; thence turn a deflection angle to the left and run South 52 degrees 15 minutes 03 seconds East a distance of 9.39 feet to a point, said point being the point of beginning of the herein after described parcel; thence turn a deflection angle to the left and run North 06 degrees 20 minutes 11 seconds East a distance of 46 feet to a point; thence turn a deflection angle to the left and run North 84 degrees 12 minutes 35 seconds West a distance of 96.89 feet to a point; thence turn a deflection angle to the left and run South 06 degrees 36 minutes 00 seconds West a distance of 91.77 feet to a point; thence turn a deflection

angle to the left and run South 84 degrees 12 minutes 35 seconds East a distance of 97.32 feet to a point; thence turn a deflection angle to the left and run North 06 degrees 20 minutes 11 seconds East a distance of 45.20 feet to the point of beginning.

TO HAVE AND TO HOLD such easement and rights to Grantee, its successors and assigns forever.

In the event that Grantee's Facilities shall no longer be used for service to Grantor's adjacent property, with the intent by Grantee to abandon said easement and rights, then upon not less than ninety (90) days prior written notice thereafter and subject to Grantee obtaining any necessary regulatory approvals, the easement and rights granted herein shall terminate and revert to Grantor.

Grantee, in exercising the rights and privileges conveyed herein shall perform all of its work and maintain its Facilities consistently with good engineering practices and the requirements of the National Electric Safety Code, as in effect from time to time (hereinafter "NESC"). Grantor shall not cause or permit any act or omission which may cause Grantee's Facilities to be in violation of or inconsistent with the NESC or good engineering practices.

The Grantor covenants with the Grantee that it is lawfully seized in fee of the above described land; that it is free from all encumbrances; that it has a good right to convey the easement and rights described herein to the Grantee, and that it will warrant and defend the said easement and rights to the Grantee against the claims of all persons.

This conveyance and agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns.

Witness (or) Attest:

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Its: SECRETARY

Blue Circle, Inc.

to: 00-0450-. - U

By:

STATE OF Clabons }
COUNTY OF Shalky }
I, Carol James Jam
and in said State hereby certify that A Course Keil
whose name as pointion, is signed to the foregoing instrument, and who is
known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he as such and with full authority,
executed the same voluntarily for and as the act of said
Given under my hand and official seal this the 12th day of,,,
O = O = O
Notary Public
My Commission Expires:
NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: JULY 25, 2000

SCALE 1 = 50' SH. 1 OF 1 SHEETS

- 392239

POWER DELIVERY TRANSMISSION

DATE 04/06/00

SUPERSEDES.