



#20<sup>50</sup>

RIGHT OF WAY EASEMENT

STATE OF ALABAMA )  
COUNTY OF SHELBY )

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PRCN	CT	ACTVY	EWO	PROJ	LOC	PERC/SUB	RRCN

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Southern Natural Gas Company (Gas Company), a corporation, for and in consideration of the sum of Ten & no/100 (\$10.00), to it in hand paid by Alabama Power Company (Power Company), a corporation, the receipt whereof is acknowledged, does hereby grant, bargain, sell, and convey to said Power Company, its successors and assigns, the right to construct, operate and maintain its lines of poles, conductors, communication devices, cables, conduits and appliances necessary and convenient in connection therewith, hereinafter referred to as "said facilities", as set out on the Drawing attached hereto as Exhibit "A"; and made a part hereof, for the transmission and/or distribution of electric power upon, over, under and across the following described land situated in Shelby County, Alabama:

a parcel of land located in the West 1/4 of the SE 1/4 of Section 4,  
Township 24 North, Range 12 East as recorded in Deed Book  
181, Page 244 in the Office of the Judge of Probate, Shelby  
County, Alabama.

Together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof for the purposes above described, including the right of ingress and egress to and from said strip and the right to cut, remove, or otherwise kill and keep clear by any means, including chemicals, all trees and undergrowth and all other obstructions under, on or above said strip and the right to cut such timber outside of said strip which in falling would come within five feet of any conductor on said strip, and the right to install, maintain and use anchors and guy wires on land adjacent to said strip, and the right to install grounding devices on grantors' fences now or hereafter located on such strip and on fences or other structures of grantors now or hereafter located adjacent to such strip, and the right to prevent the use of such strip as a parking area for automobiles or other vehicles, as a storage area for machinery or materials, or as a road other than a road crossing such strip at a location which does not endanger or interfere with works that have been or may at some future date be constructed on such strip subject to the following terms and conditions:

- (a) The Power Company shall install, operate and maintain said facilities in accordance with the specifications of the Occupational Safety and Health Act, the latest edition of the National Electrical Safety Code and all valid rules and orders of any regulatory body having jurisdiction.
- (b) The Power Company agrees to defend, protect, indemnify and hold Gas Company, its agents and employees harmless from any and all liability, claims, damages, and losses, including attorneys' fees and court costs resulting or arising out of any of the operations or activities of Power Company, its agents and/or employees in the exercise and/or use of the rights herein conveyed; provided, however, nothing herein shall be construed as requiring Power Company to indemnify and hold Gas Company harmless against any damage to the extent the same may be caused by Gas Company's sole or concurrent acts of negligence or that of its agents and/or employees.
- (c) The Power Company shall notify Gas Company's District Superintendent at least ten (10) working days, except in emergency situations, before performing any work on Gas Company's land and shall coordinate the work with the designated contact.
- (d) Notwithstanding any language herein to the contrary, the location of all poles, cables, guy wires, anchors, grounding devices or any other Power Company appliances shall be installed only at such locations as are approved by the Gas Company's District Superintendent, or other Gas Company officials authorized to act in his stead.
- (e) No supporting structures nor any excavations made for any such structures shall be placed and/or made closer than ten ( 10 ) feet of any of Gas Company's pipelines without submission to the Gas Company of the plans and specifications for such structures and/or excavations and the express written approval of the Gas Company obtained thereto.
- (f) The Power Company shall not at any time operate any heavy equipment over any of Gas Company's pipelines without approval by the Gas Company's

THIS INSTRUMENT PREPARED  
BY Dan L. Hardin Jr.  
ALABAMA POWER COMPANY  
P. O. BOX 2641  
BIRMINGHAM, AL 35291

District Superintendent, or other Gas Company officials authorized to act in his stead.

- (g) Should the wires, poles and appliances or any portion thereof constructed, operated and maintained by Power Company in the location herein described hereafter interfere with the immediate use or development of Gas Company or any of its present or future subsidiaries or associate companies, then upon written request by Gas Company so to do, the Power Company shall within one hundred and eighty (180) days remove its wires, poles and other supports and appliances from said location to other locations, provided: (1) that Gas Company shall first convey to Power Company the same rights in other such satisfactory locations as are conveyed to Power Company hereunder; (2) Power Company shall pay one time relocation expenses for said wires and poles and other supports and appliances on Gas Company property when the purpose for said power line is to serve the interest of Power Company or a third party on property other than Gas Company property; (3) that Power Company shall not be required to remove and relocate its said wires, poles and other supports and appliances when serving Gas Company or its interest, except at the expense of Gas Company or by special arrangements therefor between Gas Company and other parties to pay said relocation expense; (4) Any subsequent Gas Company requests for relocations will be at the expense of Gas Company.
- (h) Any new location so furnished shall not be at a greater distance than seven hundred and fifty (750) feet from either side of the center line of said line of electric power transmission wires as herein described and shall be so located as to permit the construction, operation and maintenance of said wires, poles and other supports and appliances in accordance with good engineering and operating practice, and in the event any portion of the new location for said wires, poles and other supports and appliances is not on land then owned by Gas Company, then before such wires, poles and other supports and appliances shall be moved, Gas Company shall cause to be conveyed to Power Company a right of way of equal width to that granted by this agreement, free of conditions, for the new location of such wires, poles and other supports and appliances. The interference with Gas Company interests by such wires, poles and other supports and appliances and the necessity for moving the same, as well as the new location to which they shall be removed, shall be agreed upon between the parties and in the event they are unable to agree upon any of such matters, their differences shall be settled by arbitration. Each of the parties hereto shall select one disinterested person, and the two thus selected shall select a third disinterested person, and three thus chosen, or a majority of them shall determine the matters at issue, and each of the parties hereto agrees to abide by the result of such arbitration. Each arbitrator shall be paid by the party selecting her/him and the payment to the third arbitrator shall be paid by the parties equally.
- (i) The rights conveyed herein shall revert and return to the Gas Company upon one year's non-use with the intent by the Power Company to abandon.
- (j) Power Company shall pay for all damages to Gas Company's roads, fences, crops, timber and property that may be suffered by Gas Company by reason of the exercise by Power Company of any of the rights and privileges hereby granted.

Power Company herein is further granted the full right and authority to lease, sell assign, transfer, and/or convey to others the right of way, estate, interest, rights, and privileges hereby granted, in whole or part or any interest herein, and to encumber the same.

Gas Company covenants with Power Company that they are the true and rightful owners of the above-described land, only by and through Gas Company but not otherwise, and that they have a good and legal right to convey the same to Power Company.

Gas Company shall have the right to use said land for any purpose not inconsistent with the rights herein granted.

TO HAVE AND TO HOLD the estate, easement, rights, and privileges hereby conveyed to said Power Company, its successors and assigns, forever.

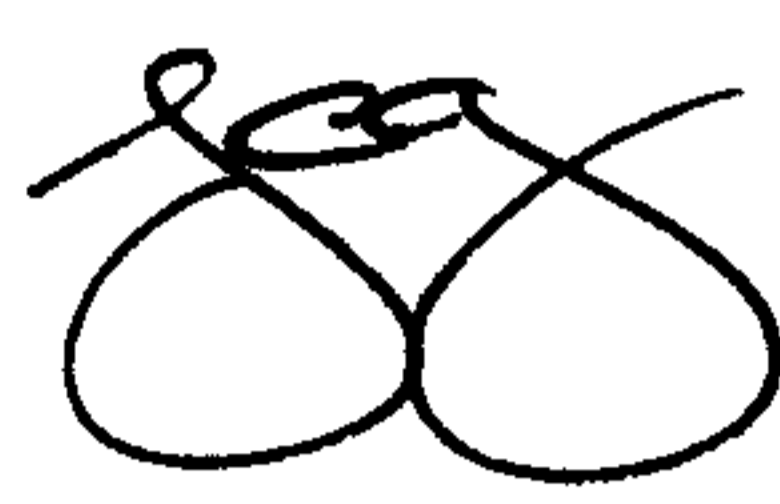
IN WITNESS WHEREOF, the parties hereto have set their corporate hands and seals on this 24<sup>th</sup> day of April, 2002.

WITNESS:

Lillie Smith

SOUTHERN NATURAL GAS COMPANY

By: Lee D. Walker  
As: Lee D. Walker  
Agent and Attorney-in-Fact



WITNESS:

Timothy J. Ponder

ALABAMA POWER COMPANY

By: Glen S. Metts  
Its: LAND MANAGER

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, Janie LeBouef, a Notary Public in and for said County and in said State, hereby certify that Lee D. Walker whose named as Agent and Attorney-in-Fact of Southern Natural Gas Co., is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed on the contents of the instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 24<sup>th</sup> day of April, 2002.

Janie LeBouef  
Notary Public

My commission expires August 24, 2003

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, Dan L. Hardwick, Jr., a Notary Public in and for said County and in said State, hereby certify that Glen S. Metts whose named as Land Manager of Alabama Power Company, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed on the contents of the instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 24<sup>th</sup> day of April, 2002.

Dan L. Hardwick, Jr.  
Notary Public

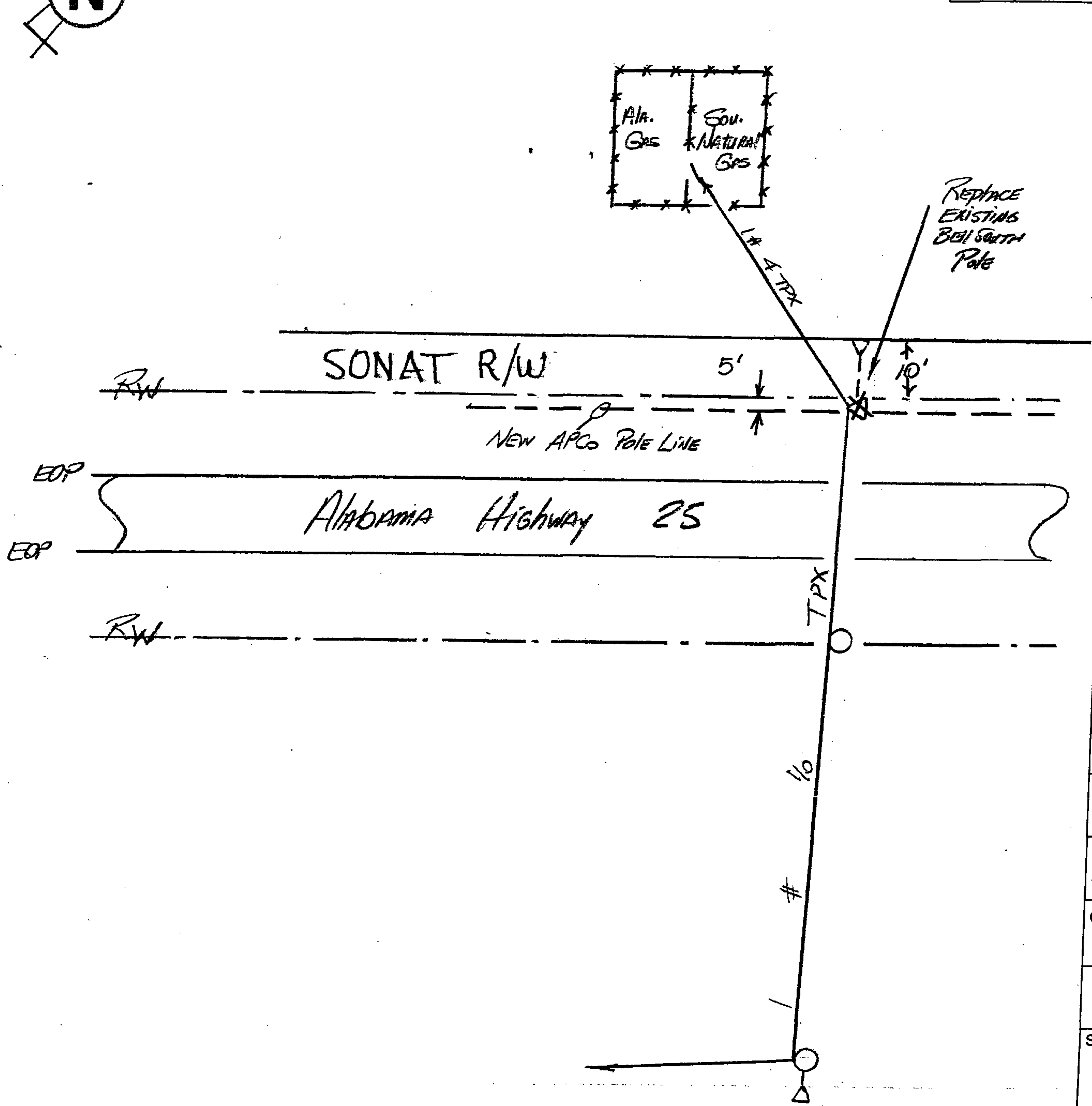
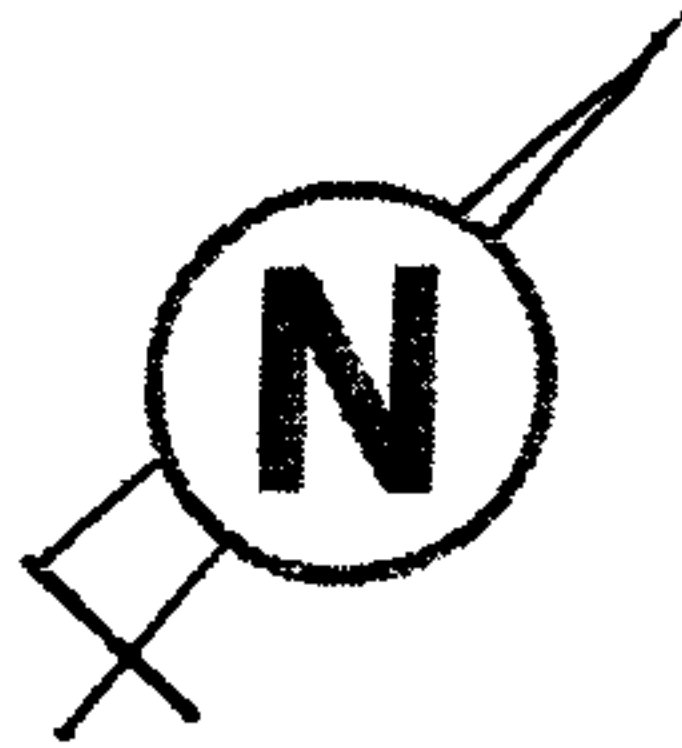
My commission expires 11/27/06

# SKETCH OF PROPOSED WORK — SIMPLIFIED W. E.

20020821000398550 Pg 4/4 20.50  
Shelby Cnty Judge of Probate, AL  
08/21/2002 02:49:00 FILED/CERTIFIED I COMPANY



Customer <b>SOUTHERN NATURAL GAS</b>		Location <b> Hwy 25-Montevallo</b>		Agreed Serv. Date		Estimate No. <b>61700-00-06381</b>	
Division <b>NORTHEAST OPERATION</b>		District <b>BHAM - SOUTH</b>		Town <b>MONTVALLO</b>		Drawn by <b>HELEN</b>	
County <b>Shelby</b>		Section <b>4</b>		Township <b>24N</b>		Range <b>12E</b>	
Add'l Info		Date R/W Assigned		Date R/W Cleared		Map Reference	
Acquisition Agent		LOC		Transformer Loading			



Voltage	
Pri	Sec.
PHONE CO.	
Co. Name	
CATV CO.	
Co. Name	
ACCESSIBLE	
TREE CREW	
ROCK HOLE	
PERMITS REQ'D	
RW	
CITY	
COUNTY	
STATE	
MISSALL #	
OTHER	
SCALE	
Ft. Per Inch	

Cnst. Completed By

Date