

THIS INSTRUMENT WAS PREPARED BY:

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Shelby Cnty Judge of Probate, AL
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Shelby County, AL 12/04/2007
State of Alabama

Deed Tax: \$.50

EASEMENT

THIS EASEMENT, made as of 8th day of ^{August} ~~July~~, 2007, by and between **CSX TRANSPORTATION, INC.**, a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32204, hereinafter called "Grantor," and **SOUTHERN ELECTRIC GENERATING COMPANY**, an Alabama corporation, whose mailing address is 600 North 18th Street, Birmingham, Alabama 35203, hereinafter called "Grantee."

WITNESSETH:

(Wherever used herein, the terms "Grantor" and "Grantee" may be construed in the singular or plural as the context may require or admit, and shall include the parties' respective successors and assigns.)

THAT, for valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, Grantor does hereby GRANT and CONVEY unto Grantee, Grantee's successors and assigns, WITHOUT WARRANTY and only to the extent that Grantor's title permits, and FURTHER SUBJECT TO the terms, conditions, exceptions and reservations herein made, (a) a non-exclusive easement for vehicular and pedestrian ingress and egress, on, over or across Grantor's property in Westover, Shelby County, Alabama (hereinafter, the "Easement"), which Easement is more particularly described in Exhibit A, attached hereto and incorporated herein.

EXCEPTING and RESERVING unto Grantor, its successors and assigns, the right to continue to occupy, possess and use the land upon which the Easement is imposed for any and all railroad purposes consistent with Grantor's existing and future operations and needs, including but not limited to the placement, repair, relocation and removal of signal and other cables, and the right to construct, reconstruct, relocate, operate, maintain, repair, renew, replace and remove Grantor's tracks and other facilities as now exist or which may in the future be located in, upon, over, under or across the Easement.

TO HAVE AND TO HOLD the Easement and rights herein granted, solely for the purpose herein contained; SUBJECT, however, to any public or private utilities, cables, wires, pipes and other facilities located, in on, over, under or across the Easement, and all agreements, easements, occupancies and rights granted or reserved therefore, whether the instruments granting or reserving the same be recorded or unrecorded.

Grantee, its successors and assigns, shall provide and maintain, at Grantee's sole cost and expense, adequate drainage facilities to prevent runoff and other surface waters collected on the

Easement from flowing upon or over Grantor's tracks and adjacent properties. Except for the area between the rails and two (2) feet outside each rail, Grantee, at its sole cost and expense, shall maintain all approachways, and shall use reasonable diligence in an effort to keep the line-of-sight clearances free and clear of all materials, ice, snow, mud, debris, vegetation and all other obstructions at all times.

Grantee, its successors and assigns, shall not at any time impair or interfere with the lateral or subjacent support of Grantor's properties, structures, tracks or improvements on or adjacent to the Easement, or otherwise damage the same in any way. In the event Grantor's future operations require any change, relocation or improvement in its railroad tracks, supports or infrastructure, Grantee shall cooperate with Grantor to relocate the crossing area.

Grantee, at its sole cost and expense, shall furnish, construct and maintain locked gates on either side of the Easement, which may be double locked, and in any event Grantee shall provide Grantor keys for each lock. Grantee, at its sole cost and expense, shall pay for flaggers or other protective services (at Grantor's then prevailing standard rates), as shall from time to time be deemed necessary for public safety purposes by Grantor or by any public authority sharing jurisdiction over rail grade crossings. The design and placement of signs, barriers, gates and any crossing warning devices shall be subject to the approval of Grantor.

Grantee, its successors and assigns, agrees not to store petroleum products or other flammable or hazardous materials or substances within the Easement. Grantee shall not permit any claim, lien, or other encumbrance arising from Grantee's use of the Easement to accrue against or attach to Grantor's property interest underlying the Easement. Grantee shall indemnify, defend, protect, and hold Grantor harmless from and against any and all actual or potential claims, proceedings, lawsuits, liabilities, damages, losses, fines, penalties, judgments, awards, costs and expenses, including, without limitation, reasonable attorneys' fees and costs, that arise out of or relate to Grantee's use, storage, transfer, generation, disposal, or discharge of any substance or material labeled by any federal, state, or local law, code, regulation, or statute as hazardous, dangerous, toxic, or the like.

Grantee shall indemnify, defend, and hold harmless Grantor from all fines, penalties, expenses, costs, losses, claims, damages, obligation and liabilities, including attorneys' fees, resulting from injury or death of persons or damage to property to the extent caused by Grantee's breach of any of the provisions of this Easement or Grantee's negligent, wrongful or intentional acts or omissions. Grantor shall indemnify, defend, and hold harmless Grantee from all fines, penalties, expenses, costs, losses, claims, damages, obligations and liabilities, including reasonable attorneys' fees, resulting from injury or death of persons or damage to property to the extent caused by Grantor's breach of any of the provisions of this Easement or Grantor's negligent, wrongful or intentional acts or omissions.

Nothing herein shall be deemed to act as any warranty, guarantee, or representation of the quality of Grantor's title in and to the land underlying the Easement. This Easement is subject to all encumbrances, conditions, covenants, easements, agreements and rights whether recorded or not.

If, at any time, the Easement herein granted, or any part thereof, shall no longer be used by Grantee, its successors or assigns, for purposes for which it has been granted, the same shall terminate, and Grantee, its successors or assigns, shall execute such instruments as may be provided by law to clear title to the aforesaid property. Subject to the foregoing, this Easement shall constitute a covenant running with the land.

IN WITNESS WHEREOF, CSX TRANSPORTATION, INC., pursuant to due corporate authority has caused its name to be signed hereto by its officers hereunto duly authorized and its corporate seal, duly attested, to be hereunto affixed.

Signed, sealed and delivered
in the presence of:

Karen P. Clarke
Karen P. Clarke

Elizabeth Ann Walsh
Elizabeth Ann Walsh

CSX TRANSPORTATION, INC.

By: Stephen A. Crosby
Print Name: Stephen A. Crosby
Print Title: President-CSX Real Property, Inc.
signing for CSX Transportation, Inc.

Attest Donna W. Melton (SEAL)
Secretary
Print Name: Donna W. Melton

STATE OF FLORIDA)
COUNTY OF DUVAL)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Stephen A. Crosby whose name as President-CSX RPI of CSX Transportation, Inc., a Virginia corporation, 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 officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 8th day of Aug., 2007.

Carmen Elena Benitez
Notary Public

[Notarial Seal]

My Commission expires: 10-16-2009

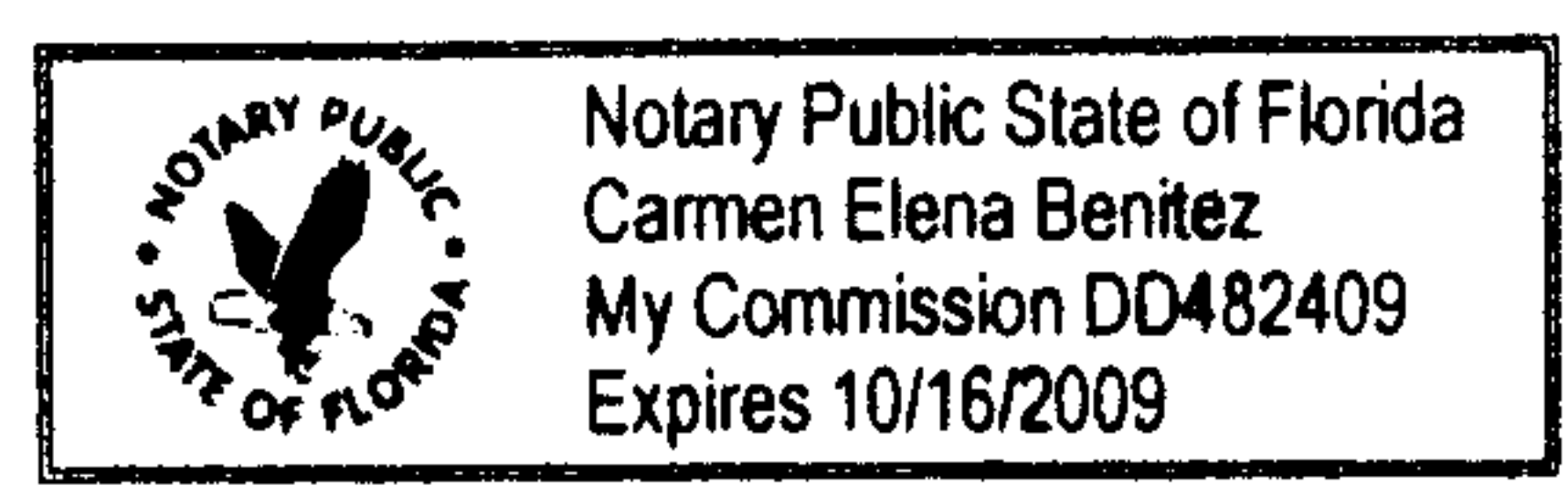


EXHIBIT A

LEGAL DESCRIPTION - PROPOSED EASEMENT FOR THE SOUTHERN ELECTRIC GENERATING COMPANY ACROSS PROPERTY OF CSX TRANSPORTATION RAILROAD.

THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE NE 1/4 OF THE NE 1/4 OF SECTION 2, TOWNSHIP 20 SOUTH, RANGE 1 EAST IN SHELBY COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NE 1/4 OF THE NE 1/4 OF SECTION 2, TOWNSHIP 20 SOUTH, RANGE 1 EAST IN SHELBY COUNTY, ALABAMA AS MARKED BY AN EXISTING CONCRETE MONUMENT WITH DISK, AND WHOSE COORDINATES ARE BASED ON "GRID NORTH" IN ACCORDANCE WITH THE STATE PLANE OF ALABAMA, ZONE EAST, FROM THE NORTH AMERICAN DATUM OF 1983 (NAD83) AND WHOSE NORTHING IS 1,212,057.34 FEET AND WHOSE EASTING IS 2,272,502.78 FEET; THENCE SOUTH 62 DEGREES 55 MINUTES 57 SECONDS EAST A DISTANCE OF 429.97 FEET TO A RAILROAD SPIKE SET AT THE INTERSECTION OF THE NORTHERN RIGHT-OF-WAY LINE OF CSX TRANSPORTATION RAILROAD, SAID RIGHT-OF-WAY WIDTH BEING 100 FEET AS NOW ESTABLISHED, AND THE CENTERLINE OF AN EXISTING 10-FOOT UNIMPROVED DIRT ROAD LOCATED WITHIN AN APPARENT TRANSMISSION EASEMENT OR RIGHT-OF-WAY, SAID RAILROAD SPIKE BEING THE POINT AND PLACE OF BEGINNING;

THENCE FROM SAID BEGINNING POINT AND WITH THE CENTERLINE OF A 10-FOOT WIDE PROPOSED ACCESS EASEMENT, ACROSS THE RIGHT-OF-WAY OF CSX TRANSPORTATION RAILROAD, SOUTH 33 DEGREES 39 MINUTES 57 SECONDS EAST, A DISTANCE OF 124.39 FEET TO A NEW 5/8 INCH IRON REINFORCING BAR WITH ALUMINUM CAP STAMPED "CA-677-LS" SET AND WITNESSED BY A 6-FOOT METAL T-POST, SAID IRON BAR LYING IN THE SOUTHERN RIGHT-OF-WAY LINE OF CSX TRANSPORTATION RAILROAD, SAID RIGHT-OF-WAY WIDTH BEING 100 FEET AS NOW ESTABLISHED, AND SAID IRON BAR MARKING THE TERMINUS OF THE CENTERLINE OF SAID PROPOSED 10-FOOT WIDE ACCESS EASEMENT;

CONTAINING 0.03 ACRES (1243 SQUARE FEET), MORE OR LESS, AND BEING A PROPOSED ACCESS EASEMENT TEN (10) FEET IN WIDTH CROSSING THE EXISTING RIGHT-OF-WAY OF CSX TRANSPORTATION RAILROAD, SAID RIGHT-OF-WAY WIDTH BEING 100 FEET AS NOW ESTABLISHED.