


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 20th day of July, 2007, by and between **SOUTHERN ELECTRIC GENERATING COMPANY, INC.**, an Alabama corporation, whose mailing address is 600 North 18<sup>th</sup> Street, Birmingham, Alabama 35203, hereinafter called "Grantor," and **CSX TRANSPORTATION, INC.**, a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, 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 purposes consistent with Grantor's existing and future needs.

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, at its sole cost and expense, shall furnish, construct and maintain locked gates immediately on the south side of where the Easement granted herein begins at the north boundary of the SE ¼ of the SE ¼, which may be double locked, and in any event Grantee shall furnish Grantor keys for each lock.

Grantee, its successors and assigns, shall not at any time impair or interfere with the lateral or subjacent support of Grantor's properties, structures, or improvements on or adjacent to the Easement, or otherwise damage the same in any way.

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 to 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 to 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, SOUTHERN ELECTRIC GENERATING COMPANY, INC., pursuant to due corporate authority has caused this Easement to be executed by its duly authorized officer.

Witness or Attest:

SOUTHERN ELECTRIC GENERATING  
COMPANY, INC.

Cecilia H. Shorts  
Print Name: Cecilia Shorts  
Print Title: Asst. Secretary

By: Art P. Beattie  
Print Name: ART P. BEATTIE  
Print Title: VICE PRESIDENT

STATE OF Alabama )  
COUNTY OF Jefferson )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Art P Beattie whose name as Vice President of Southern Electric Generating Company, an Alabama 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 20 day of July, 2007.

[Notarial Seal]

Quilla S Baker  
Notary Public  
My Commission expires: 2-3-09

**Exhibit A**

**LEGAL DESCRIPTION - PROPOSED EASEMENT ACROSS PROPERTY OF  
THE SOUTHERN ELECTRIC GENERATING COMPANY**

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 AND SE 1/4 OF THE SE 1/4 OF SECTION 35,  
TOWNSHIP 19 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, ACROSS PROPERTY  
OWNED BY THE SOUTHERN ELECTRIC GENERATING COMPANY AS  
RECORDED IN DEED BOOK 271, PAGE 593 IN THE OFFICE OF THE JUDGE  
OF PROBATE FOR SHELBY COUNTY, ALABAMA, TO A RAILROAD SPIKE  
SET IN 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 A  
10 FOOT WIDE, UNIMPROVED DIRT ROAD, SAID RAILROAD SPIKE BEING  
THE POINT AND PLACE OF BEGINNING;

THENCE FROM SAID BEGINNING POINT IN A NORTHERLY DIRECTION  
WITH THE CENTERLINE OF A PROPOSED TWENTY (20) FOOT WIDE  
ACCESS EASEMENT ACROSS SOUTHERN ELECTRIC GENERATING  
COMPANY, ALONG AND WITH THE AFORESAID UNIMPROVED DIRT  
ROAD, THE FOLLOWING TWENTY-EIGHT (28) COURSES:

THENCE NORTH 33 DEGREES 39 MINUTES 57 SECONDS WEST A  
DISTANCE OF 16.17 FEET TO A CALCULATED POINT (NO POINT SET);

THENCE NORTH 27 DEGREES 15 MINUTES 42 SECONDS WEST A  
DISTANCE OF 35.06 FEET TO A CALCULATED POINT (NO POINT SET);

THENCE NORTH 17 DEGREES 22 MINUTES 27 SECONDS WEST A  
DISTANCE OF 42.47 FEET TO A CALCULATED POINT (NO POINT SET);



THENCE NORTH 21 DEGREES 13 MINUTES 41 SECONDS WEST A  
DISTANCE OF 44.12 FEET TO A CALCULATED POINT (NO POINT SET);

THENCE NORTH 16 DEGREES 02 MINUTES 26 SECONDS WEST A  
DISTANCE OF 48.90 FEET TO A CALCULATED POINT (NO POINT SET);

THENCE NORTH 16 DEGREES 35 MINUTES 56 SECONDS WEST A  
DISTANCE OF 153.78 FEET TO A CALCULATED POINT (NO POINT SET);

THENCE NORTH 14 DEGREES 36 MINUTES 50 SECONDS WEST A  
DISTANCE OF 52.58 FEET TO A CALCULATED POINT (NO POINT SET);

THENCE NORTH 19 DEGREES 53 MINUTES 28 SECONDS WEST A  
DISTANCE OF 41.01 FEET TO A CALCULATED POINT (NO POINT SET);

THENCE NORTH 31 DEGREES 54 MINUTES 05 SECONDS WEST A  
DISTANCE OF 49.08 FEET TO A CALCULATED POINT (NO POINT SET);

THENCE NORTH 30 DEGREES 45 MINUTES 21 SECONDS WEST A  
DISTANCE OF 47.68 FEET TO A CALCULATED POINT (NO POINT SET);

THENCE NORTH 23 DEGREES 19 MINUTES 43 SECONDS WEST A  
DISTANCE OF 44.93 FEET TO A CALCULATED POINT (NO POINT SET);

THENCE NORTH 19 DEGREES 09 MINUTES 28 SECONDS WEST A  
DISTANCE OF 46.23 FEET TO A CALCULATED POINT (NO POINT SET);

THENCE NORTH 18 DEGREES 52 MINUTES 34 SECONDS WEST A  
DISTANCE OF 45.81 FEET TO A CALCULATED POINT (NO POINT SET);

THENCE NORTH 16 DEGREES 11 MINUTES 12 SECONDS WEST A  
DISTANCE OF 42.04 FEET TO A CALCULATED POINT (NO POINT SET);

THENCE NORTH 15 DEGREES 56 MINUTES 52 SECONDS WEST A  
DISTANCE OF 38.48 FEET TO A CALCULATED POINT (NO POINT SET);

THENCE NORTH 18 DEGREES 14 MINUTES 49 SECONDS WEST A  
DISTANCE OF 44.44 FEET TO A CALCULATED POINT (NO POINT SET);

THENCE NORTH 18 DEGREES 14 MINUTES 39 SECONDS WEST A  
DISTANCE OF 45.71 FEET TO A CALCULATED POINT (NO POINT SET);

THENCE NORTH 16 DEGREES 54 MINUTES 22 SECONDS WEST A  
DISTANCE OF 45.48 FEET TO A CALCULATED POINT (NO POINT SET);

THENCE NORTH 15 DEGREES 12 MINUTES 37 SECONDS WEST A  
DISTANCE OF 43.56 FEET TO A CALCULATED POINT (NO POINT SET);

THENCE NORTH 13 DEGREES 59 MINUTES 55 SECONDS WEST A  
DISTANCE OF 44.50 FEET TO A CALCULATED POINT (NO POINT SET);

THENCE NORTH 14 DEGREES 30 MINUTES 51 SECONDS WEST A  
DISTANCE OF 47.25 FEET TO A CALCULATED POINT (NO POINT SET);

THENCE NORTH 07 DEGREES 17 MINUTES 02 SECONDS WEST A  
DISTANCE OF 22.05 FEET TO A CALCULATED POINT (NO POINT SET);

THENCE NORTH 11 DEGREES 34 MINUTES 26 SECONDS EAST A  
DISTANCE OF 24.62 FEET TO A CALCULATED POINT (NO POINT SET);

THENCE NORTH 34 DEGREES 08 MINUTES 02 SECONDS EAST A  
DISTANCE OF 20.46 FEET TO A CALCULATED POINT (NO POINT SET);

THENCE NORTH 52 DEGREES 56 MINUTES 44 SECONDS EAST A  
DISTANCE OF 44.31 FEET TO A CALCULATED POINT (NO POINT SET);

THENCE NORTH 54 DEGREES 10 MINUTES 51 SECONDS EAST A  
DISTANCE OF 52.16 FEET TO A CALCULATED POINT (NO POINT SET);

THENCE NORTH 74 DEGREES 07 MINUTES 43 SECONDS EAST A  
DISTANCE OF 17.92 FEET TO A CALCULATED POINT (NO POINT SET);

THENCE SOUTH 84 DEGREES 27 MINUTES 19 SECONDS EAST A  
DISTANCE OF 21.74 FEET TO A RAILROAD SPIKE SET IN THE CENTER OF A 12 FOOT  
PRIVATE DIRT ROAD, KNOWN NOW OR  
FORMERLY AS WILLOW LEAF DRIVE;

THENCE WITH AND ALONG SAID 12 FOOT PRIVATE ROAD THE  
FOLLOWING 10 (TEN) COURSES;

NORTH 33 DEGREES 48 MINUTES 03 SECONDS EAST A DISTANCE OF  
17.93 FEET TO A CALCULATED POINT (NO POINT SET);

THENCE NORTH 39 DEGREES 52 MINUTES 44 SECONDS EAST A  
DISTANCE OF 47.71 FEET TO A CALCULATED POINT (NO POINT SET);

THENCE NORTH 43 DEGREES 25 MINUTES 57 SECONDS EAST A  
DISTANCE OF 43.93 FEET TO A CALCULATED POINT (NO POINT SET);

THENCE NORTH 44 DEGREES 00 MINUTES 18 SECONDS EAST A  
DISTANCE OF 48.39 FEET TO A CALCULATED POINT (NO POINT SET);



THENCE NORTH 43 DEGREES 15 MINUTES 23 SECONDS EAST A  
DISTANCE OF 48.22 FEET TO A CALCULATED POINT (NO POINT SET);

THENCE NORTH 43 DEGREES 45 MINUTES 01 SECONDS EAST A  
DISTANCE OF 50.26 FEET TO A CALCULATED POINT (NO POINT SET);

THENCE NORTH 43 DEGREES 10 MINUTES 48 SECONDS EAST A  
DISTANCE OF 49.52 FEET TO A CALCULATED POINT (NO POINT SET);

THENCE NORTH 43 DEGREES 09 MINUTES 45 SECONDS EAST A  
DISTANCE OF 49.67 FEET TO A CALCULATED POINT (NO POINT SET);

THENCE NORTH 39 DEGREES 00 MINUTES 23 SECONDS EAST A  
DISTANCE OF 46.59 FEET TO A CALCULATED POINT (NO POINT SET);

THENCE NORTH 29 DEGREES 38 MINUTES 42 SECONDS EAST A  
DISTANCE OF 33.18 FEET TO A RAILROAD SPIKE SET IN THE  
NORTHERN PROPERTY LINE OF ELECTRIC GENERATING COMPANY,  
SAID SPIKE LYING ON THE DIVISION LINE OF THE NE 1/4 OF THE SE 1/4 OF  
SECTION 35, TOWNSHIP 19 SOUTH, RANGE 1 EAST AND THE SE 1/4 OF THE SE 1/4  
OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 1 EAST;

CONTAINING 0.76 ACRES (33,156 SQUARE FEET), MORE OR LESS, AND BEING AN  
ACCESS EASEMENT TWENTY (20) FEET IN WIDTH ACROSS PROPERTY OWNED BY  
SOUTHERN ELECTRIC GENERATING COMPANY.