

**DEED OF EASEMENT**

The Department of Veterans Affairs, acting for and in behalf of the United States of America, hereinafter referred to as the Government, under and by virtue of the authority contained in 40 United States Code 1314 (76 Stat. 1129), having determined that it will not be adverse to the interests of the United States, does hereby grant and convey, for and in consideration of one dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, without covenant or warranty of any kind and subject to the conditions hereinafter stated, unto Alabama Power Company, Two Industrial Park Drive, Pelham, Alabama 35124, hereinafter referred to as the Grantee, its successors and assigns, an easement and right of way for the purpose of an underground and overhead electric distribution system thereon, hereinafter referred to as "said facilities," to be on, over, under, across or through a portion of the Alabama VA National Cemetery, which the undersigned owns in the County of Shelby, State of Alabama, as depicted and described on Exhibit "A," and described on Exhibit "B," attached hereto and made a part hereof.

The Easement is granted subject to the following conditions and provisions:

1. That the Government reserves unto itself rights for all purposes across, over, or under the easement area herein described; such rights, however, to be exercised in a manner which will not create undue interference with the use and enjoyment by the Grantee of said easement; provided, that any construction by the Government in connection with the rights so reserved shall be at the expense of the Government.
2. That said facilities shall be installed, operated, maintained, reconstructed, repaired, and replaced by the Grantee within the easement area without cost to the Government, under the general supervision and subject to the approval of the Government official having immediate jurisdiction over the property. The Grantee shall replace, repair, restore, or relocate any property of the Government affected or damaged directly or indirectly by the construction, reconstruction, installation, operation, maintenance, and replacement of said facilities all to the satisfaction of the Government official having immediate jurisdiction over the property.
3. No mining operations shall be conducted on the premises described above. No minerals shall be removed therefrom except such as are reasonably necessary incident to the utilization of the described premises for the purpose for which the easement is granted.
4. That the Grantee will indemnify and save the Government harmless from any liability or responsibility of any nature whatsoever arising directly or indirectly from the privileges herein granted.

5. All rights granted herein shall terminate and revert to Grantor upon expiration of ninety (90) days from receipt of Grantor's written notification to remove the Grantee's electric distribution facilities. Notification to Grantee shall be by certified or registered U.S. Mail addressed to Grantee's division headquarters to the attention of "Distribution Manager.

6. That upon termination or forfeiture of the grant, the Grantee shall within a reasonable time thereafter, if so requested by the Government, remove from the land hereinafter described all structures, installations, and appurtenances thereto belonging to Grantee and restore the premises to the satisfaction of the Government.

7. That no advertisements, commercial, political or otherwise, will be placed or allowed on the property.

8. The Grantee does, by the acceptance of this instrument, covenant and agree for itself, its assigns, and its successors in interest in property herein conveyed, or any part thereof:

(a) That it is now complying and will continue to comply with Title VI of the Civil Rights Act of 1964 and all the requirements imposed by or pursuant to the regulations of the Department of Veterans Affairs issued pursuant to that Title, and that the easement and its appurtenant areas and facilities, whether or not on the property herein involved, will be operated in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of Veterans Affairs and in effect on the date of this instrument, all to the end that no person in the United States shall on the ground of race, color, religion or national origin be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activities provided thereon; and,

(b) That the United States shall have the right to judicial enforcement of these covenants not only as to the Grantee, its successors and assigns, but also to lessees and sub-lessees and licensees doing business or extending services under contractual or other arrangements on the interest in property herein conveyed.




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IN WITNESS WHEREOF the Department of Veterans Affairs has  
caused this Deed of Easement to be executed in its name and on its behalf this 13<sup>TH</sup>  
Day of APRIL, 2009.

UNITED STATES OF AMERICA,  
Acting by and through the Secretary,  
Department of Veterans Affairs

By   
Christopher English  
Senior Resident Engineer

COUNTY OF SHELBY,  
STATE OF ALABAMA

ON THIS 13<sup>th</sup> day of April, 2009, before me a Notary  
Public in and for said State of Alabama, personally appeared to me, Christopher  
English, well known and known by me to be Senior Resident Engineer, whose name is  
subscribed to the within instrument and acknowledged that he executed the same as a  
voluntary act and deed of the United States of America, within the scope of his lawful  
authority.

[SEAL]



  
Notary Public

My commission expires:

3/5/2012

Deed Tax : \$.50



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C E R T I F I C A T E

I, RITA M. Griffin, certify that I am the LE for Corporate Acquisitions  
of ALABAMA Power Company named as Grantee herein; that  
I have accepted this easement on behalf of the Grantee, and that the said easement  
was duly signed for in behalf of ALABAMA Power Company by authority of  
its governing body and within the scope of its powers.

Signature: Rita M. Griffin  
Printed Name: RITA M. Griffin

Deborah D. Kier  
Notary Public  
May 6, 2009  
My Commission Expires:



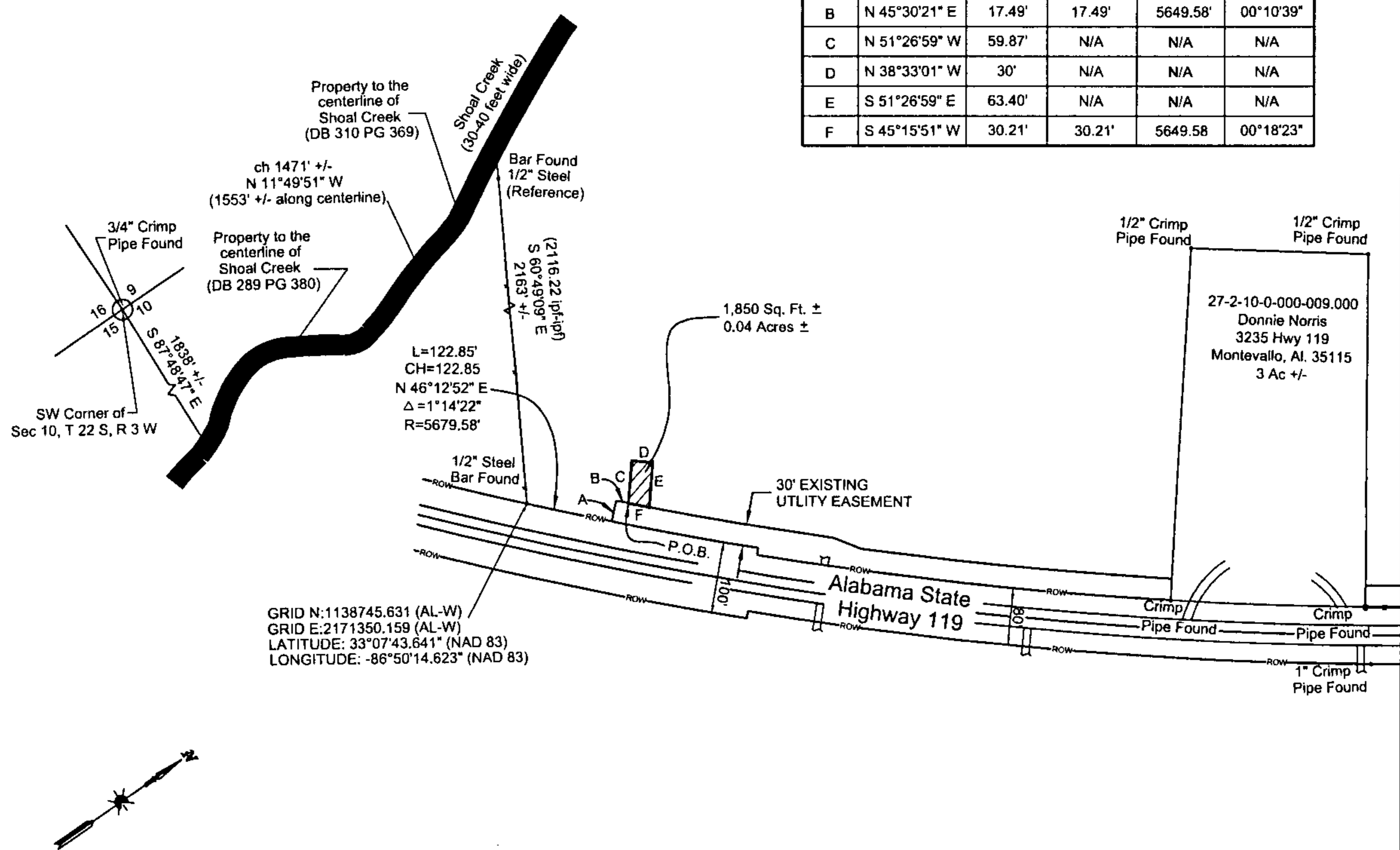
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WE, #A6170-05-AC09

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EXHIBIT A, PHASE IA POWER EASEMENT

ITEM	BEARING	LENGTH	CHORD	RADIUS	DELTA
A	N 44°24'11" W	30'	N/A	N/A	N/A
B	N 45°30'21" E	17.49'	17.49'	5649.58'	00°10'39"
C	N 51°26'59" W	59.87'	N/A	N/A	N/A
D	N 38°33'01" W	30'	N/A	N/A	N/A
E	S 51°26'59" E	63.40'	N/A	N/A	N/A
F	S 45°15'51" W	30.21'	30.21'	5649.58'	00°18'23"



Scale: 1" = 200'

Phase IA Power Easement

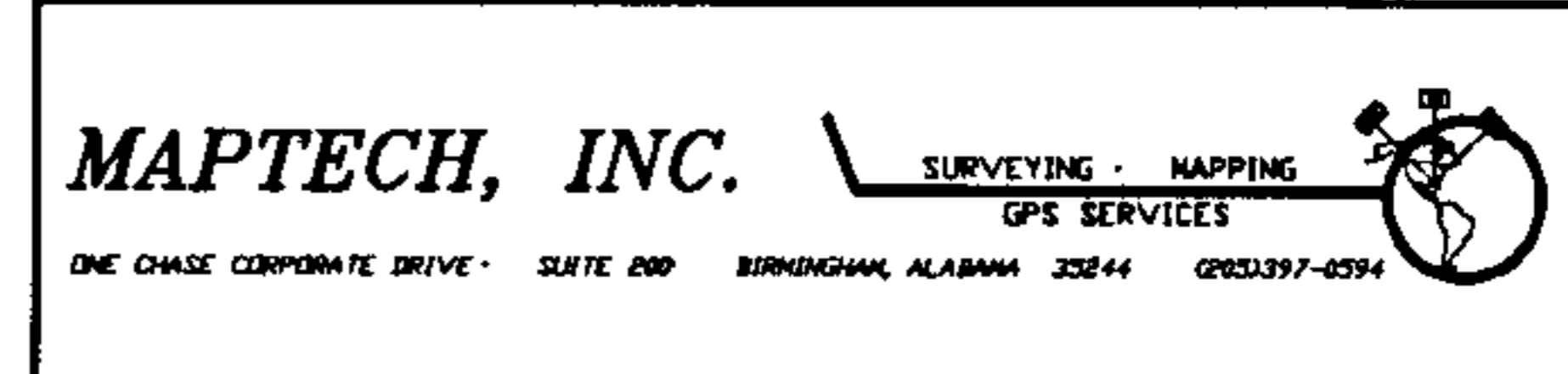
State of Alabama  
Shelby County

Commence at the Southwest corner of Section 10, Township 22 South, Range 3 West, Shelby County, Alabama and run S 87° 48' 47" E along the South line of said Section for a distance of 1838.00 feet, more or less, to the centerline of Shoal Creek; thence leaving said South Section line run along the centerline of Shoal Creek, as it meanders, a distance of 1553.00 feet, more or less, a chord of 1471.00 feet, more or less, bearing N 11° 49' 51" W; thence leaving said centerline of Shoal Creek, run S 60° 49' 09" E for a distance of 2163.00 feet, more or less, to the Northwest Right of Way line of Alabama Highway 119; said point being on a curve to the left having a central angle of 1° 14' 22", a radius of 5679.58 feet and a chord that bears N 46° 12' 52" E, a chord distance of 122.85 feet; thence along the arc of said curve and said Right of Way line a distance of 122.85 feet thence leaving said Right of Way line run N 44° 24' 11" W for a distance of 30.00 feet; said point being on a curve to the left having a central angle of 00° 10' 39", a radius of 5649.58 feet and a chord that bears N 45° 30' 21" E, a chord distance of 17.49 feet; thence along the arc of said curve a distance of 17.49 feet to the Point of Beginning; thence run N 51° 26' 59" W for a distance of 59.87 feet; thence run N 38° 33' 01" E for a distance of 30.00 feet; thence run S 51° 26' 59" E for a distance of 63.40 feet; said point being on a curve to the right having a central angle of 00° 18' 23" a radius of 5649.58 feet and a chord that bears S 45° 15' 51" W, a chord distance of 30.21 feet; thence along the arc of said curve a distance of 30.21 feet to the POINT OF BEGINNING. Containing 1,850 square feet or 0.04 acres, more or less.

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Robert J. Black, Jr.  
Registered Professional Land Surveyor  
State of Alabama License Number 17268  
Date: 4/03/09



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## Exhibit B - Phase IA Power Easement

State of Alabama  
Shelby County

Commence at the Southwest corner of Section 10, Township 22 South, Range 3 West, Shelby County, Alabama and run S 87° 48' 47" E along the South line of said Section for a distance of 1838.00 feet, more or less, to the centerline of Shoal Creek; thence leaving said South Section line run along the centerline of Shoal Creek, as it meanders, a distance of 1553.00 feet, more or less, a chord of 1471.00 feet, more or less, bearing N 11° 49' 51" W; thence leaving said centerline of Shoal Creek, run S 60° 49' 09" E for a distance of 2163.00 feet, more or less, to the Northwest Right of Way line of Alabama Highway 119; said point being on a curve to the left having a central angle of 1° 14' 22", a radius of 5679.58 feet and a chord that bears N 46° 12' 52" E, a chord distance of 122.85 feet; thence along the arc of said curve and said Right of Way line a distance of 122.85 feet thence leaving said Right of Way line run N 44° 24' 11" W for a distance of 30.00 feet; said point being on a curve to the left having a central angle of 00° 10' 39", a radius of 5649.58 feet and a chord that bears N 45° 30' 21" E, a chord distance of 17.49 feet; thence along the arc of said curve a distance of 17.49 feet to the POINT OF BEGINNING; thence run N 51° 26' 59" W for a distance of 59.87 feet; thence run N 38° 33' 01" E for a distance of 30.00 feet; thence run S 51° 26' 59" E for a distance of 63.40 feet; said point being on a curve to the right having a central angle of 00° 18' 23" a radius of 5649.58 feet and a chord that bears S 45° 15' 51" W, a chord distance of 30.21 feet; thence along the arc of said curve a distance of 30.21 feet to the POINT OF BEGINNING. Containing 1,850 square feet or 0.04 acres, more or less.



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