

EASEMENT - DISTRIBUTION FACILITIES
(Metes and Bounds)

TO BE RECORDED: YES NO

This instrument prepared by:

STATE OF ALABAMA }
COUNTY OF Shelby }
TAX ID # _____

W.E. No. 62720 0800275
Parcel No. 70161075
Transformer No. _____

S. McElroy
Alabama Power Company
P. O. Box 2641
Birmingham, Alabama 35291

A. GRANT KNOW ALL MEN BY THESE PRESENTS, That Harsh Family Partnership

as grantors (s), (the "Grantor", whether one or more) for and in consideration of One and No/100 (\$1.00) and other good and valuable consideration, to Grantor in hand paid by Alabama Power Company, a corporation, the receipt and sufficiency of which are hereby acknowledged, does hereby grant to Alabama Power Company, its successors and assigns (the "Company"), the easements, rights and privileges described and designated in Section B below.

B. RIGHTS The easements, rights and privileges granted hereby are as follows:

- Overhead and/or Underground.** The right from time to time to construct, install, operate and maintain, upon, over, under and across the Property described in Section C below, along a route to be selected by the Company which is generally shown on the Company's final location drawing (which shows the general location of underground Facilities, if any, by cross-hatching indicating an area not greater than ten feet (10') in width), all poles, towers, wires, conduits, fiber optics, cables, trans closures, transformers, anchors, guy wires and other Facilities useful or necessary in connection therewith (collectively, "Facilities"), for the overhead and/or underground transmission and distribution of electric power, and also the right to clear and keep clear a strip of land extending five feet (5') to either side of the center line of underground Facilities and fifteen feet (15') to either side of the center line of overhead Facilities; further, the right in the future to install and utilize intermediate poles in line for overhead Facilities and the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the thirty foot (30') strip for overhead Facilities that, in the sole opinion of the Company, might now or may hereafter endanger, interfere with or fall upon any of the overhead Facilities.
- Line Clearing.** The right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs that, in the sole opinion of the Company, might now or may hereafter endanger, interfere with or fall upon the electric transmission or distribution lines, poles, towers or other Facilities now or hereafter located adjacent to the Property described in Section C below along a route to be selected by the Company generally shown on the Company's final location drawing, and also the right to clear and keep clear all trees, undergrowth, and other obstructions on property in which Grantor has an interest within fifteen feet (15') of the center line of the lines of such poles, towers or other Facilities.
- Guy Wires and Anchors.** The right to implant, install and maintain anchor(s) of concrete, metal or other material on and under the Property described in Section C below, and to construct, extend and maintain guy wires from such anchor(s) to structures now or hereafter erected adjacent to such Property or property adjacent thereto (collectively, "Guy Wire Facilities") along a route to be selected by the Company generally shown on the Company's final location drawing; and also the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs that, in the sole opinion of the Company, might now or may hereafter endanger, interfere with or fall upon any of the Guy Wire Facilities.

Grantor hereby grants to the Company all easements, rights and privileges necessary or convenient for the full enjoyment and use thereof, including without limitation the right of ingress and egress to and from the Facilities and Guy Wire Facilities, as applicable, and the right to excavate for installation, replacement, repair and removal thereof; and also the right to cut, remove and otherwise keep clear any and all structures, obstructions or obstacles of whatever character, on, under and above said Facilities and Guy Wire Facilities, as applicable.

C. PROPERTY DESCRIPTION The easements, rights and privileges granted hereby shall apply to, and the word "Property" as used in this instrument shall mean, the following described real property situated in Shelby County, Alabama (the "Property"):

A parcel of land in the NE 1/4 of Section 30 and in the NW 1/4 of Section 29, Township 18 South, Range 2 East more particularly described in Deed Record 2005 0415 060178620, Probate Office of Shelby County, Alabama; rights to grantee for future underground service to said property.

D. ADDITIONAL PROVISIONS. In the event it becomes necessary or desirable for the Company to move any of the Facilities in connection with the construction or improvement of any public road or highway in proximity to the Facilities, Grantor hereby grants to the Company the right to relocate the Facilities and, as to such relocated Facilities, to exercise the rights granted above; provided, however, the Company shall not relocate the Facilities on the Property at a distance greater than ten feet (10') outside the boundary of the right of way of any such public road or highway as established or re-established from time to time. This grant and agreement shall be binding upon and shall inure to the benefit of Grantor, the Company and each of their respective heirs, personal representatives, successors and assigns and the words "Company" and "Grantor" as used in this instrument shall be deemed to include the heirs, personal representatives, successors and assigns of such parties.

TO HAVE AND TO HOLD the same to the Company, its successors and assigns, forever.

IN WITNESS WHEREOF, the undersigned Grantor(s) has/have set his/her/their hand(s) and seal(s) this _____ day of _____, 20____.

Witness

(Grantor) (SEAL)

Witness

(Grantor) (SEAL)

Witness

By: _____ (SEAL)
As:



20051101000565790 1/4 \$20.50
Shelby Cnty Judge of Probate, AL
11/01/2005 09:22:31AM FILED/CERT

IN WITNESS WHEREOF, the said Grantor, has caused this instrument to be executed by Carter S. Harsh is authorized representative, as of the 22 day of April, 2005.

ATTEST (if corporation) or WITNESS:

Harsh Family Partnership
(Grantor - Name of Corporation/Partnership/LLC)

By: _____
Its: _____

By: C. Harsh (SEAL)
Its: General Partner

[indicate President, General Partner, Member, etc.]

INDIVIDUAL NOTARIES

STATE OF ALABAMA }
COUNTY OF _____ }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that _____ whose name(s) is/are signed to the foregoing instrument and who is/are known to me, acknowledged before me on this day that being informed of the contents of the instrument, he/she/they executed the same voluntarily, on the day the same bears date.

Given under my hand and official seal this the _____ day of _____, _____.

[SEAL]

Notary Public
My commission expires: _____



20051101000565790 2/4 \$20.50
Shelby Cnty Judge of Probate, AL
11/01/2005 09:22:31AM FILED/CERT

STATE OF ALABAMA }
COUNTY OF _____ }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that _____ whose name(s) is/are signed to the foregoing instrument and who is/are known to me, acknowledged before me on this day that being informed of the contents of the instrument, he/she/they executed the same voluntarily, on the day the same bears date.

Given under my hand and official seal this the _____ day of _____, _____.

[SEAL]

Notary Public
My commission expires: _____

TRUSTEE/CORPORATION/PARTNERSHIP/LLC NOTARY

STATE OF ALABAMA State At Large }
COUNTY OF Jefferson }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Carter S. Harsh, whose name as General Partner of Harsh Family Partnership a Partnership [as _____], 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/she, as such Partner and with full authority, executed the same voluntarily for and as the act of said General Partner [acting in such capacity as aforesaid].

Given under my hand and official seal, this the 22 day of April, 2005.

[SEAL]

Cynthia K. Burson
Notary Public
My commission expires: _____
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: July 19, 2007
RECORDED THRU NOTARY PUBLIC UNDERWRITERS

For Alabama Power Company Corporate Real Estate Department Use Only

All facilities on Grantor: _____

Station to Station: 278 S + 278 S + 332

20051101000565790 3/4 \$20.50
 Shelby Cnty Judge of Probate, AL
 11/01/2005 09:22:31AM FILED/CERT



See 62720-00-02205
 Riser Pole ID
 # 4742888
 MAP CENTER
 1801572.124438

ALABAMA POWER COMPANY

SUBJECT Pioneer Lake

DETAIL 4742888

SCALE N.T.S.

SHEET 1 OF 2 SHEETS

DATE 9/28/05

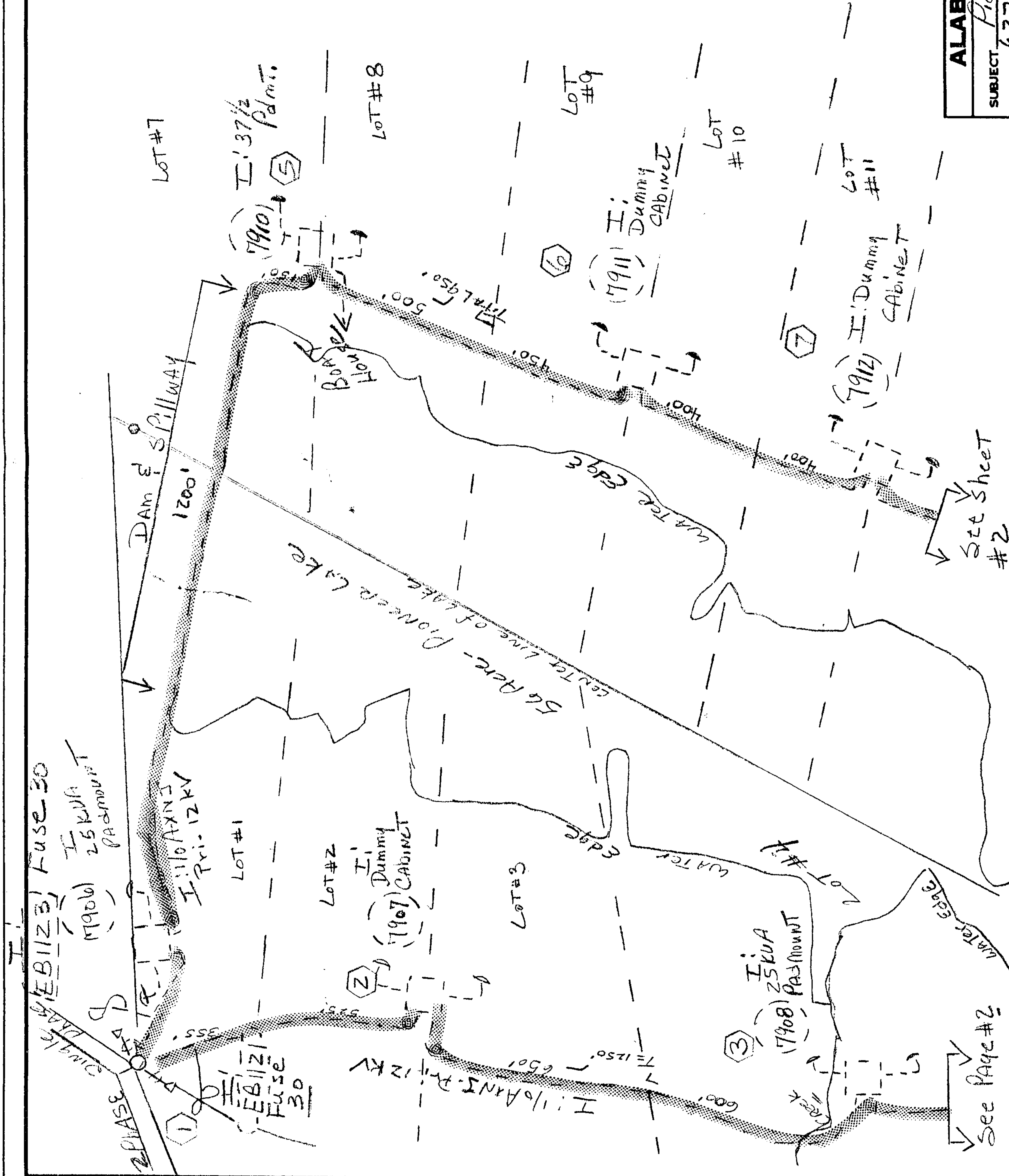
DATE

DRAWN Hester TRACED

CHECKED

18 each 20 Acre Co's

Sections 19, 20, 29 & 30





20051101000565790 4/4 \$20.50
 Shelby Cnty Judge of Probate, AL
 11/01/2005 09:22:31AM FILED/CERT

ALABAMA POWER COMPANY

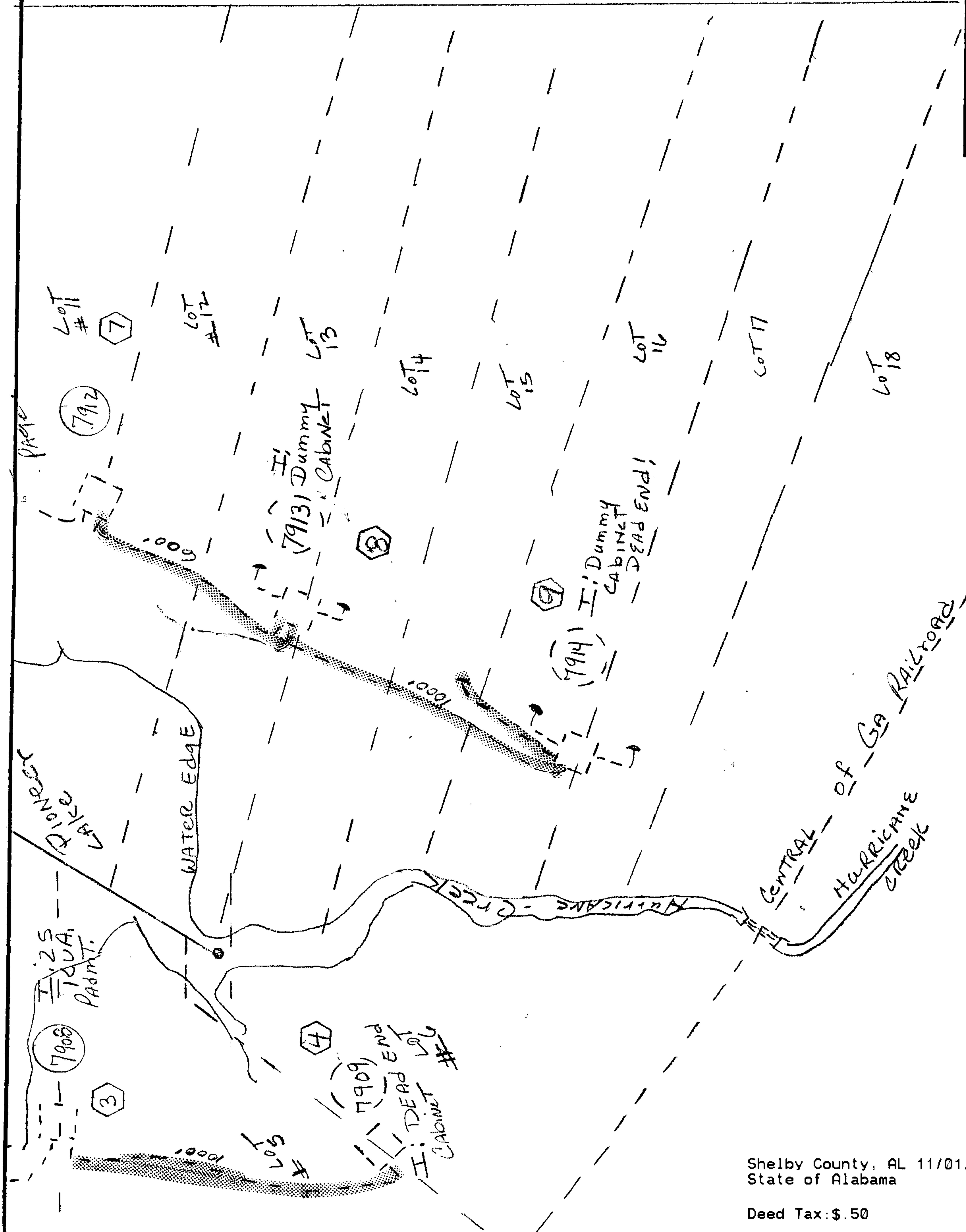
SUBJECT Pioneer CAKE

DETAIL 62720-08-00275

SCALE 1" = 30'

SHEET 2 OF 2 SHEETS
 SUPERSEDES

B-092005



DRAWN <u>Hester</u>	TRACED	DATE <u>9/30/05</u>
CHECKED		DATE
APPROVED		DATE

Shelby County, AL 11/01/2005
 State of Alabama

Deed Tax: \$.50