

EASEMENT - DISTRIBUTION FACILITIES
(Metes and Bounds)

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

TO BE RECORDED: YES X NO _____

W.E. No. 61700-08-0093-600
Parcel No. 70184714
Transformer No. _____

This instrument prepared by:

Gary D. Brant
Alabama Power Company
P. O. Box 2641
Birmingham, Alabama 35291

A. GRANT KNOW ALL MEN BY THESE PRESENTS, That ENCLAVE, LLC

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 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"):

See EXHIBIT "A" attached hereto and made a part hereof for a
legal description of the property involved.

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 the 5 day of October, 2006.

Witness

Witness

Witness

(Grantor)

ENCLAVE, LLC
(Grantor) _____ (SEAL)

By: [Signature] _____ (SEAL)

As: Managing member

WITNESS WHEREOF, the said Grantor, has caused this instrument to be executed by _____ is authorized
representative, as of the _____ day of _____, 20_____.

TEST (if corporation) or WITNESS:

(Grantor - Name of Corporation/Partnership/LLC)

ly: _____
s: _____

By: _____ (SEAL)
Its: _____

[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: _____

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: _____

RUSTEE/CORPORATION/PARTNERSHIP/LLC NOTARY

STATE OF ALABAMA }
COUNTY OF Shelby }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Scott Johnson
_____, whose name as Managing Member of Enclosure, LLC
_____ a _____ [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 Managing Member and with full authority, executed the same voluntarily for and as the
act of said _____ [acting in such capacity as aforesaid].

Given under my hand and official seal, this the 5th day of October, 2006.

[SEAL]

Larry D. Smith
Notary Public
My commission expires: 2-6-10

For Alabama Power Company Corporate Real Estate Department Use Only

Il facilities on Grantor: _____

Station to Station: _____

Shelby County, AL 05/17/2007
State of Alabama

Deed Tax: \$.50

20070517000230970 2/5 \$23.50
Shelby Cnty Judge of Probate, AL
05/17/2007 03:19:22PM FILED/CERT

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EXHIBIT "A"**Sheet 1**

Beginning at a RR iron at the SE corner of the SE ¼ of the NE ¼ of Section 2, Township 24 North, Range 13 East, Shelby County, Alabama, thence South 89 degrees 23 minutes 51 seconds West a distance of 3472.26 feet to a RR iron; thence following the curvature thereof an arc distance of 250.24 feet (said arc having a chord bearing of North 25 degrees 43 minutes 28 seconds West, a counterclockwise direction, a chord distance of 250.21 feet and a radius of 4477.70 feet) and along the Easterly right of way of CSX Railroad; thence North 27 degrees 19 minutes 22 seconds West and along the Easterly right of way of CSX Railroad a distance of 618.65 feet; thence following the curvature thereof an arc distance of 384.69 feet (said arc having a chord bearing of North 21 degrees 51 minutes 58 seconds West, a clockwise direction, a chord distance of 384.11 feet and a radius of 2018.62 feet) and along the Easterly right of way of CSX Railroad; thence North 04 degrees 10 minutes 45 seconds West for a distance of 174.11 feet to a RR Iron; thence North 89 degrees 46 minutes 20 seconds East a distance of 457.77 feet to a 1" rod; thence South 06 degrees 05 minutes 17 seconds East a distance of 209.42 feet to a RR iron; thence North 89 degrees 10 minutes 11 seconds East a distance of 210.14 feet to a RR iron; thence North 04 degrees 29 minutes 11 seconds West a distance of 210.45 feet to a RR iron; thence North 89 degrees 26 minutes 36 seconds East a distance of 642.82 feet to a 1" pipe; thence South 00 degrees 10 minutes 38 seconds West a distance of 302.83 feet to a 2" pipe; thence South 00 degrees 13 minutes 20 seconds West a distance of 200.01 feet to a capped iron; thence North 89 degrees 46 minutes 42 seconds East a distance of 1313.32 feet to a capped iron; thence North 03 degrees 35 minutes 25 seconds West a distance of 200.32 feet to a 5/8" rebar; thence North 02 degrees 26 minutes 54 seconds West a distance of 119.42 feet to a capped iron; thence following the curvature thereof an arc distance of 428.99 feet to a capped iron (said arc having a chord bearing of South 81 degrees 44 minutes 29 seconds East, a counterclockwise direction, a chord distance of 426.01 feet and a radius of 1050.01 feet) and along the Southerly right of way of CSX Railroad; thence North 86 degrees 33 minutes 16 seconds East and along the Southerly right of way of CSX Railroad a distance of 832.86 feet to a capped iron; thence South 06 degrees 55 minutes 22 seconds East and along the Westerly right of way of Interstate 65 a distance of 707.08 feet to a capped iron; thence South 23 degrees 37 minutes 28 seconds East and along the Westerly right of way of Interstate 65 a distance of 104.40 feet to a capped iron; thence South 06 degrees 55 minutes 22 seconds East and along the Westerly right of way of Interstate 65 a distance of 149.14 feet to a capped iron; thence South 04 degrees 41 minutes 59 seconds East and along the Westerly right of way of Interstate 65 a distance of 146.54 feet; to the point and place of beginning.



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EXHIBIT "A" (continued)
Sheet 2

Less and except a parcel of land located in the North ½ of Section 2, Township 24 North, Range 13 East, Shelby County, Alabama:

Commencing at the SW corner of the SW ¼ of the NE ¼ of Section 2; thence North 89 degrees 23 minutes 51 seconds East for a distance of 303.98 feet; thence North 46 degrees 34 minutes 52 seconds West a distance of 42.09 feet to a RR iron and Point of Beginning; thence North 46 degrees 34 minutes 52 seconds West a distance of 216.32 feet to a 5/8" rebar; thence North 83 degrees 31 minutes 51 seconds West for a distance of 194.51 feet to a capped iron; thence South 24 degrees 30 minutes 27 seconds West for a distance of 193.35 feet to a 5/8" rebar; thence North 89 degrees 17 minutes 25 seconds East for a distance of 430.63 feet to RR Iron and said Point of Beginning.

Less and except any portion of Dunstan's Map of the Town of Calera.

Less and except any portion that may lie within a road right of way.

Less and except any portion lying within the railroad right of way

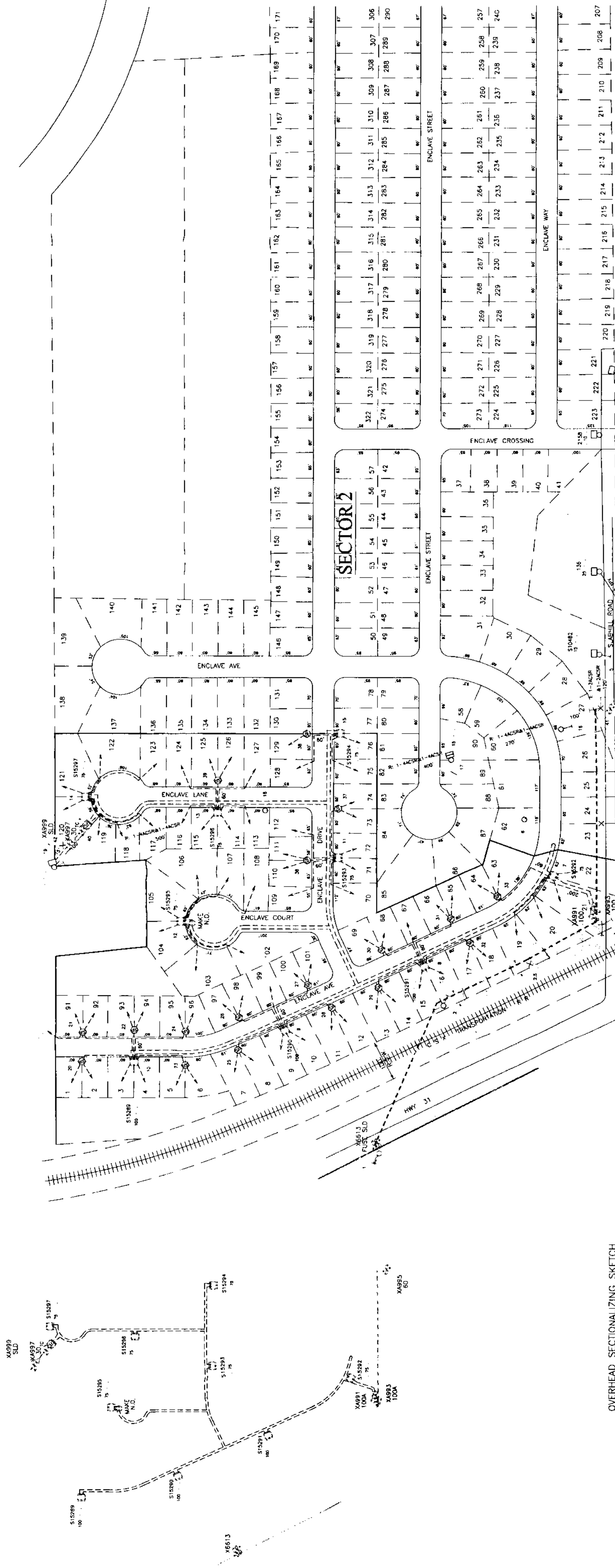
All being situated in Shelby County, Alabama.



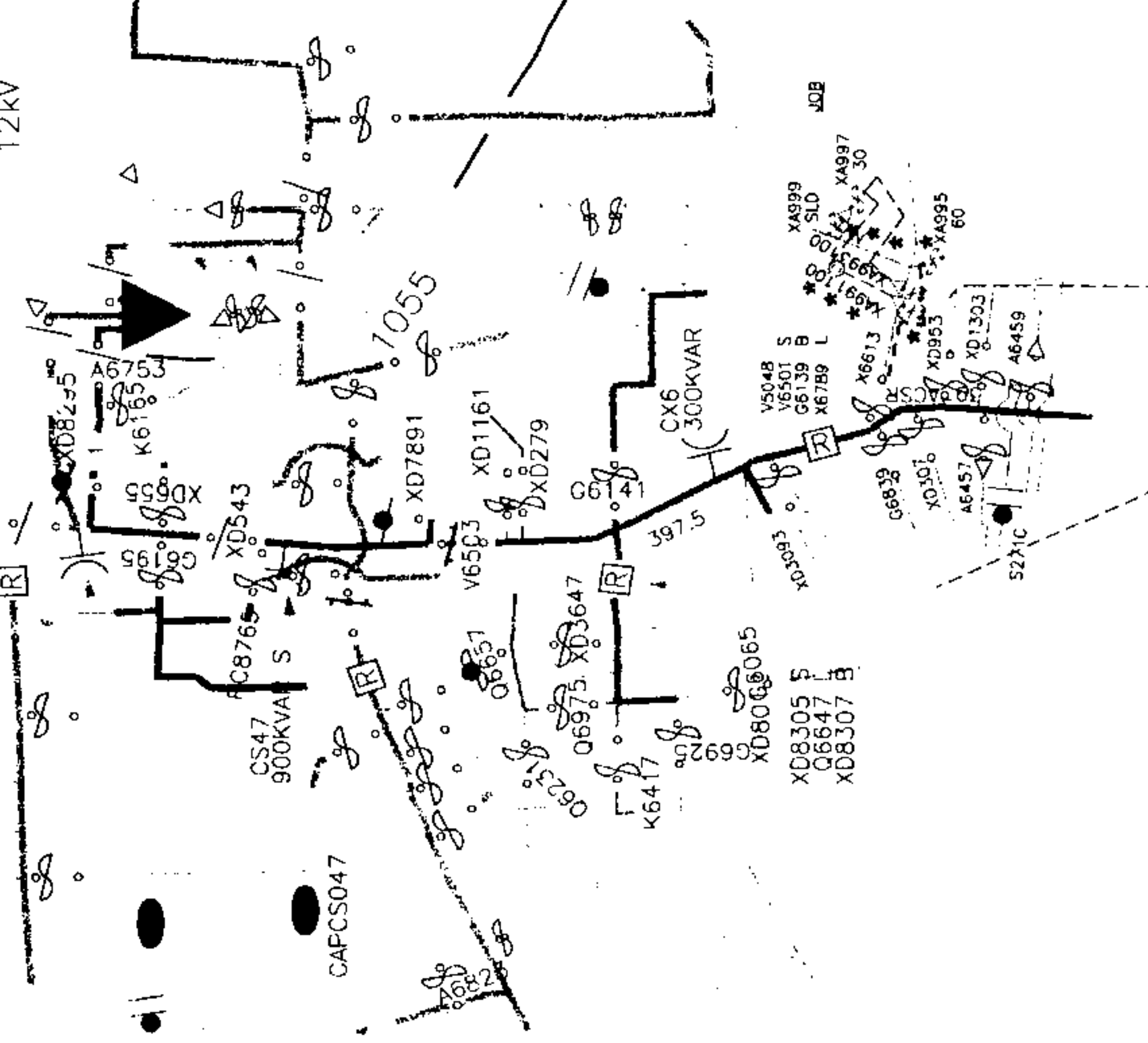
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UNDERGROUND SECTIONALIZING SKETCH



OVERHEAD SECTIONALIZING SKETCH



FOR ENERGIZED LINE WORK
OBTAIN HL WORK PERMIT V-5048 (500 A)
SUBSTATION: CALERA D.S.
FEDER #1 BREAKER #23970

RISER LOADING
RISER NORMAL EMERGENCY
XAS95 48.6A 105.6A
XAS93 48.6A 105.6A

- NOTES:
1. RISER LOADING BASED ON 100VA PER LOT.
 2. TRANSFORMER LOADING BASED ON 1500 sq.ft. LOADED AT LFWD-3 & 4 TON HP.
 3. TUCKER CALCULATED ON A 3 TON A/C.
 4. ALL OTHER SECONDARY CABLE TO BE DIRECT BURIED 42" BELOW GRADE.
 5. ALL OTHER SECONDARY CABLE TO BE DIRECT BURIED 30" BELOW GRADE.
 6. ALL OTHER SECONDARY CABLE TO BE DIRECT BURIED 30" BELOW GRADE.
 7. ALL OTHER SECONDARY CABLE TO BE DIRECT BURIED 30" BELOW GRADE.
 8. ALL OTHER SECONDARY CABLE TO BE DIRECT BURIED 30" BELOW GRADE.
 9. ALL OTHER SECONDARY CABLE TO BE DIRECT BURIED 30" BELOW GRADE.
 10. EXCEEDING THE MAXIMUM DISTANCE SPECIFIED BY THIS CODE.

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CONSTRUCTION COMPLETE:

DATE:

ANY CONSTRUCTION FIELD CHANGES
ARE SHOWN IN RED ON THIS PRINT.



DEVELOPER:
SCOTT JOHNSON
(205) 229-5571
BOB JOHNSON

ALABAMA POWER COMPANY
JOB POWER DELIVERY - BIRMINGHAM SOUTH
CITY: CALERA COUNTY: SHELBY
THE ENCLAVE TOWNE 13 PER LUMP SUM