

EASEMENT - DISTRIBUTION FACILITIES  
(Metes and Bounds)

\$500.00

TO BE RECORDED: YES X NO     

STA 2007.6 STA 3100  
41.2 SE STA 1400, 2400, 3100  
This instrument prepared by:

Jeff J. Callicott

STATE OF ALABAMA

}

W.E. No. 61700-00-04118

Alabama Power Company

COUNTY OF SHELBY

}

Parcel No. 70218458

P. O. Box 2641

TAX ID # 13-1-12-1-001-004.004

Transformer No.

Birmingham, Alabama 35291

A. GRANT KNOW ALL MEN BY THESE PRESENTS, That Janice G. Borgosz, sole owner,

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:

1. **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, 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.
2. **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.
3. **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"):

Lot 5-B, being a resurvey of Lot 5-A, a resurvey of Circle S Business Complex, as is recorded in Map Book 34, Page 10, and Deed Record 20041129000649690, on November 24, 2004, in the office of the Judge of Probate, Shelby County, Alabama. (NE1/4 of the NE1/4 of Section 12, Township 20 South, Range 3 West)

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 17 day of Dec., 2008.

Witness

(Grantor)

(SEAL)

Witness

(Grantor)

(SEAL)

Witness

By:

(SEAL)

As:



IN WITNESS WHEREOF, the said Grantor, has caused this instrument to be executed by \_\_\_\_\_ its authorized representative, as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST (if corporation) or WITNESS:

\_\_\_\_\_  
(Grantor - Name of Corporation/Partnership/LLC)  
By: \_\_\_\_\_ (SEAL)  
Its: \_\_\_\_\_  
[indicate President, General Partner, Member, etc.]

INDIVIDUAL NOTARIES

STATE OF ALABAMA }  
COUNTY OF Shelby }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that JANICE G. BORGOSZ 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 17<sup>TH</sup> day of December, 2008.

[SEAL]

[Signature]  
Notary Public  
My commission expires: 6-26-11

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 }  
COUNTY OF \_\_\_\_\_ }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

[SEAL]

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

For Alabama Power Company Corporate Real Estate Department Use Only

All facilities on Grantor: \_\_\_\_\_ Station to Station: \_\_\_\_\_



20090121000017580 2/3 \$17.50  
Shelby Cnty Judge of Probate, AL  
01/21/2009 08:14:14AM FILED/CERT

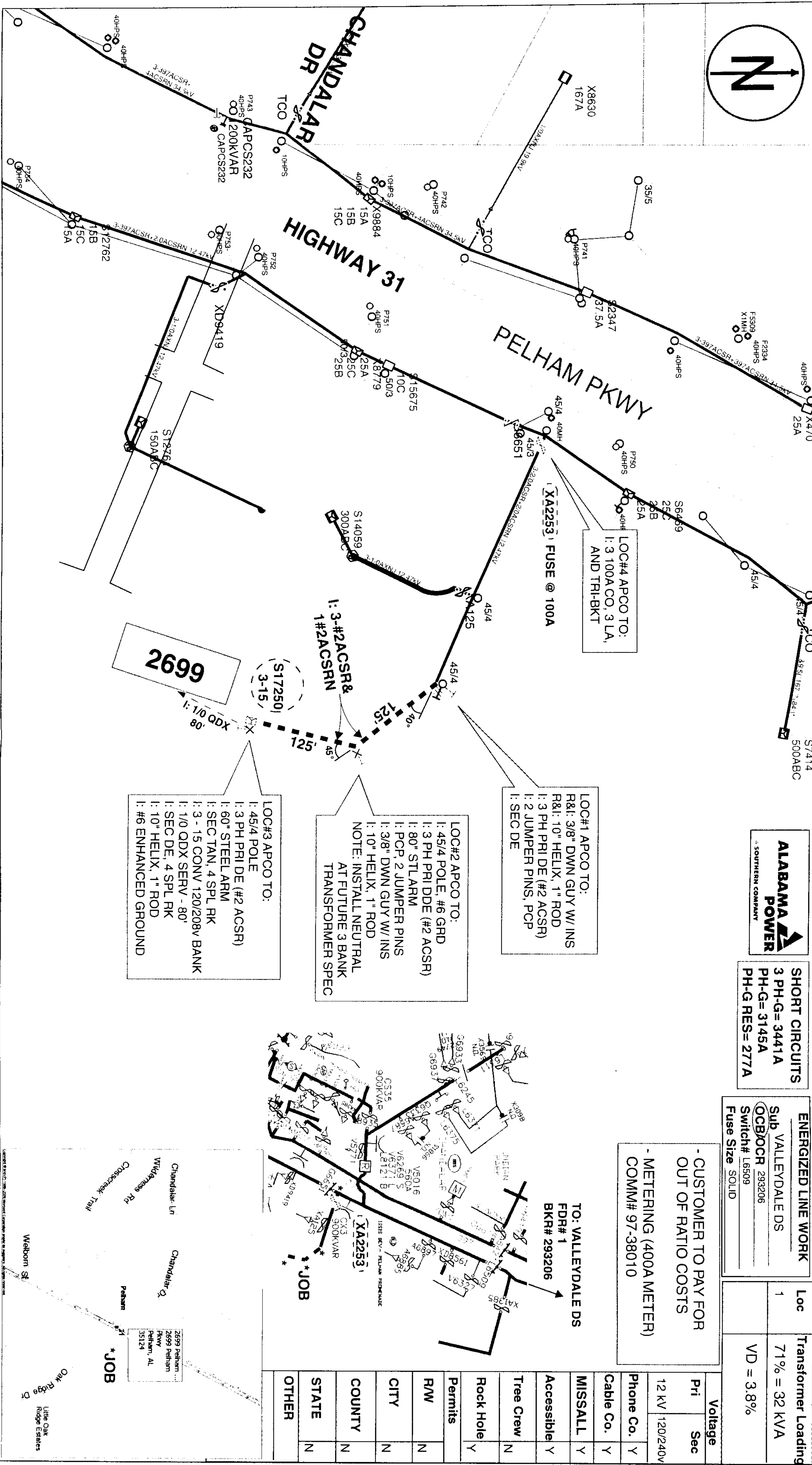
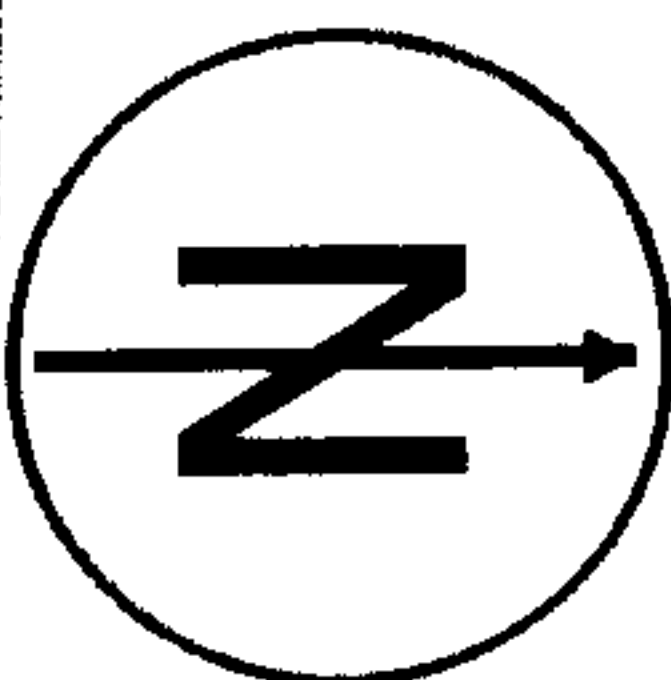
SKETCH OF PROPOSED WORK - SIMPLIFIED W.E.

Map Center UTM:  
1701940 12093913

Map Center Lat/lon:  
-86.798541 33.315049

1 inch equals 100 feet

Customer OAK MTN MISSIONS MINISTRIES	Location 2699 PELHAM PKWY	Cmtd. Svc Date	County Shelby	Section 12	Township 20S	Range 03W	Estimate No. 61700-00-04118
Division PD BIRMINGHAM	District METRO SOUTH	Town BIRMINGHAM	UserID dpnoah	Created: 12/16/2008	Substation X- 293206	Add'l Info. Y- L6509	MISSALL# CLR: EXP:
LINC# 11105							

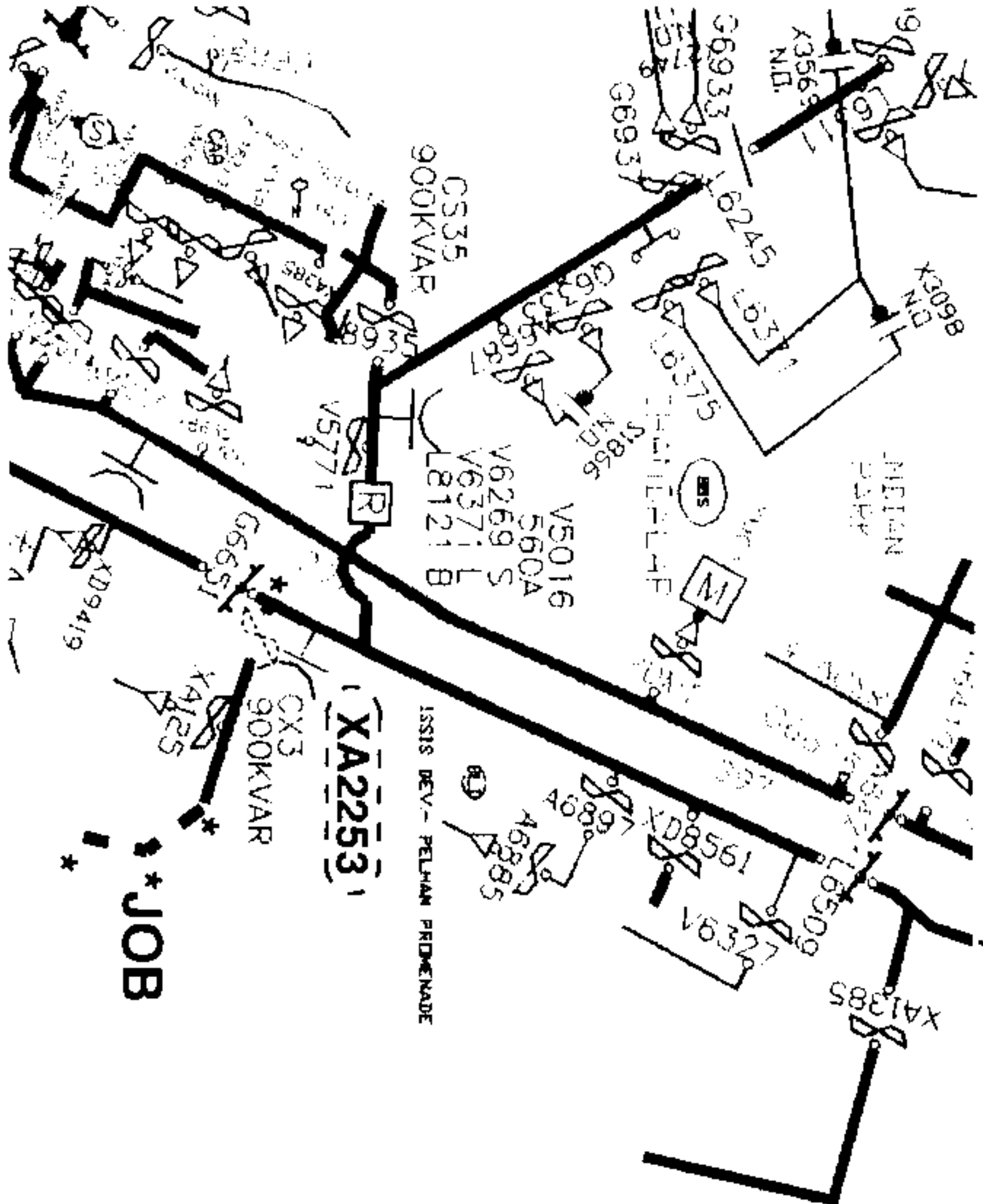


SHORT CIRCUITS  
3 PH-G = 3441A  
PH-G = 3145A  
PH-G RES = 277A

ENERGIZED LINE WORK  
Sub VALLEYDALE DS  
OCB/OCR 293206  
Switch# L6509  
Fuse Size SOLID

- CUSTOMER TO PAY FOR  
OUT OF RATIO COSTS  
- METERING (400A METER)  
COMM# 97-38010

TO: VALLEYDALE DS  
FDR# 1  
BKR# 293206



Voltage		Transformer Loading
Pri	Sec	
12 kV	120/240V	71% = 32 KVA
Phone Co.	Y	VD = 3.8%
Cable Co.	Y	
MISSALL	Y	
Accessible	Y	
Tree Crew	N	
Rock Hole	Y	
Permits		
R/W	N	
CITY	N	
COUNTY	N	
STATE	N	
OTHER		

20090121000017580 3/3 \$17.50  
Shelby Cnty Judge of Probate, AL  
01/21/2009 08:14:14AM FILED/CERT