

1650

EASEMENT - DISTRIBUTION FACILITIES THIS INSTRUMENT PREPARED

STATE OF ALABAMA

COUNTY OF SHELBY

A. GRANT

BY Robert Bowden ALABAMA POWER COMPANY P. O. BOX 2641 BIRMINGHAM, AL 35291

All facilities on Grantor: [checked] 61596-06-591 2-00 W. E. No. 61500-00-0968-00 Parcel No. 60001128

KNOW ALL MEN BY THESE PRESENTS, That FRANKIE JOINER AND WIFE KATHY JOINER

as grantor(s), (the "Grantor", whether one or more) for and in consideration of One and No/100 Dollars (\$1.00), and other good and valuable consideration, to Grantor in hand paid by Alabama Power Company (the "Company"), a corporation, the receipt and sufficiency of which are hereby acknowledged, does hereby grant to the Company, the easements, rights and privileges described and designated in Section B below, together with the right to permit other persons, partnerships and corporations to use and exercise such easements, rights and privileges in common with the Company.

B. RIGHTS The easements, rights and privileges granted hereby are as follows (if less than all of 1-3 are granted, then check and initial applicable paragraphs):

[Handwritten Initials] Initial

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 attached 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, translosures, transformers, anchors of concrete, metal or other material, guy wires and other materials, appliances, facilities and other apparatuses of whatever type, whether now or in the future existing or known which are useful or necessary in connection therewith (collectively, "Facilities"), for the overhead and/or underground transmission and distribution of electric power and for overhead and/or underground communication service, and also the right to clear a strip extending fifteen feet (15') to either side of the center line of the lines of poles and keep it cleared of all trees, undergrowth or other obstructions; further, 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 which, in the sole opinion of the Company, might endanger, interfere with or fall upon the poles, lines, or other appliances of the Company.

[Handwritten Initials] Initial

2. Line Clearing. The right to cut and trim and to keep cut and trimmed, and remove all dead, weak, leaning or dangerous trees or limbs, which, in the Company's sole discretion, now or may hereafter endanger or interfere with the electric transmission lines, telephone lines, poles, towers or other facilities of the Company or others now constructed, or which may hereafter be constructed, on or adjacent to the Property described in Section C below, and also the right to clear a strip extending fifteen feet (15') to either side of the center line of the lines of poles and keep it cleared of all trees, undergrowth or other obstructions.

[Handwritten Initials] Initial

3. Guy Wire and Anchor. The right to implant, install and maintain anchor(s) of concrete, metal or other material at point(s) on the Property described in Section C below, and to construct, extend and maintain guy wires from such anchor(s) to structures now erected or hereafter to be erected on such Property or property adjacent thereto (collectively, "Guy Wire Facilities").

In addition to the easements, rights and privileges granted in all or any of 1, 2, or 3 above, 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 Company's 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 Attached Exhibit "A"

D. GENERAL In the event it becomes necessary or desirable for the Company to move any of its Facilities in connection with the construction or improvement of any public road or highway in proximity to its Facilities, Grantor hereby grants to the Company the right to relocate its Facilities on said Property, provided, however, the Company shall relocate its Facilities at a distance no 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. In the event that none of options 1 through 3 in Section B above are marked, then Grantor hereby grants all easements, rights and privileges described in such option 1. 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 foregoing easements, rights and privileges to the Company, its successors and assigns, forever.

03/26/1999-12695 09:16 AM CERTIFIED SHELBY COUNTY JUDGE OF COURSE 004 MEL 16.50

[Individuals and parties in representative capacity -- indicate capacity]

IN WITNESS WHEREOF, the undersigned Grantor(s) has/have set his/her/their hand(s) and seal(s) this the 15th day of April, 1998.

Witness Ann Eason

Witness Beverly Janner

Witness

Witness

Witness

Witness

(Grantor) Frankie Jiner

(Grantor) Bathyl Janner

By: _____ (SEAL)
As: _____

By: _____ (SEAL)
As: _____

By: _____ (SEAL)
As: _____

By: _____ (SEAL)
As: _____

[corporations, partnerships, L.L.C.'s, etc. -- including in representative capacity]

IN WITNESS WHEREOF, the said Grantor, has caused this instrument to be executed by _____, its authorized representative, as of _____, 1998.

ATTEST (if corporation) or WITNESS:

By: _____
Its: Secretary

(Grantor)
By: _____ (SEAL)
Its: _____
[indicate President, General Partner, Member, etc.]

ATTEST (if corporation) or WITNESS:

By: _____
Its: Secretary

By: _____ (SEAL)
Its: _____
[indicate President, General Partner, Member, etc.]

[Individuals and parties in representative capacity]

STATE OF ALABAMA }
COUNTY OF JEFFERSON }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that FRANKIE JOWER AND WIFE KOTNY JOWER whose name(s) [as _____ respectively] 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 [in such capacity as aforesaid] executed the same voluntarily, on the day the same bears date.

Given under my hand and official seal, this the 15 day of April, 1998.

[SEAL]

Robert C. Bowler
Notary Public
My commission expires: 15 JUNE 01

[corporations, partnerships, L.L.C.'s, etc. -- including in representative capacity]

STATE OF ALABAMA }
COUNTY OF _____ }

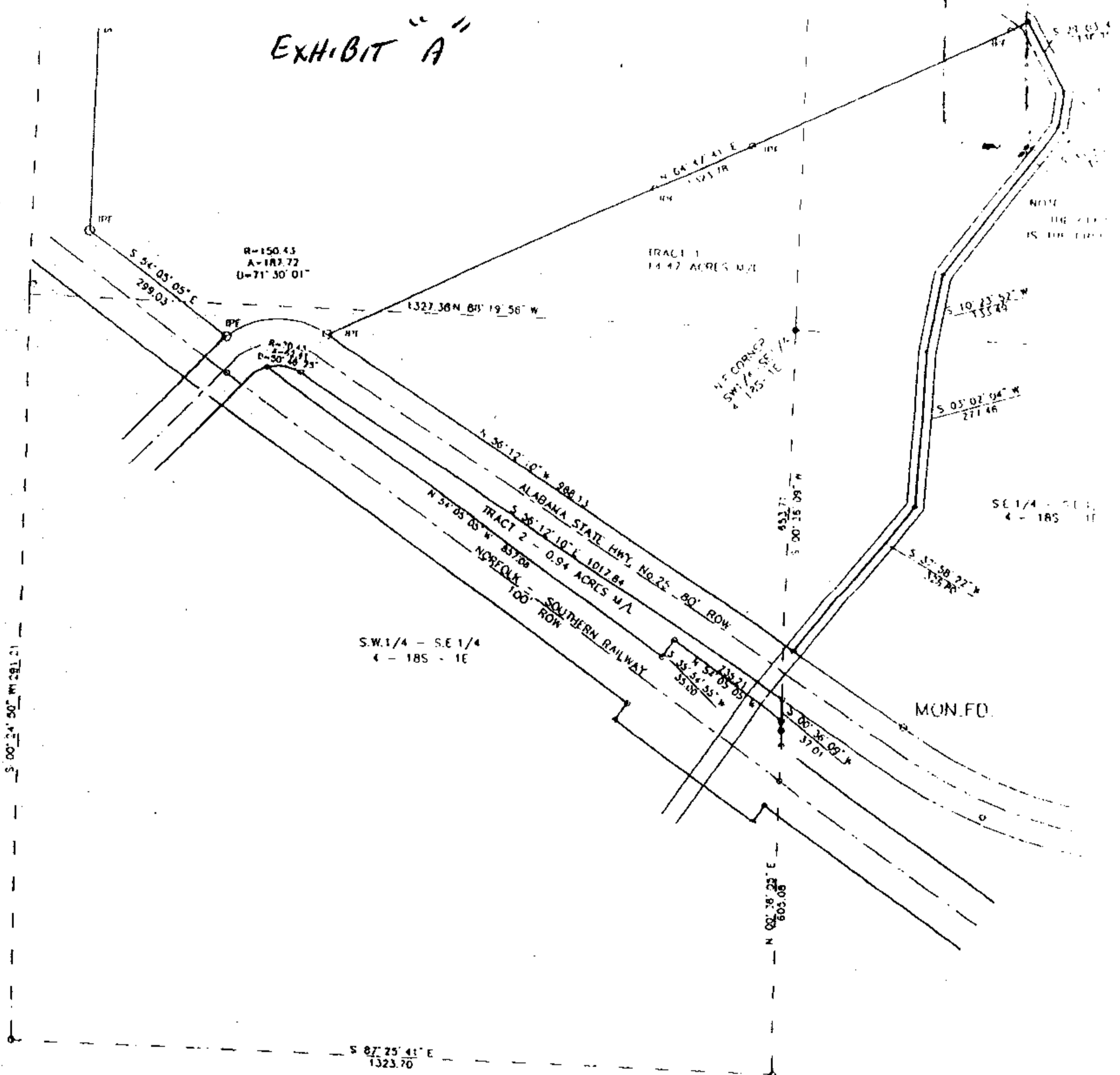
I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that _____ whose name as _____ of _____ [as _____] is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, he/she, 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 _____, 1998.

[SEAL]

Notary Public
My commission expires: _____

EXHIBIT "A"



61500-00-5918-00
61500-00-01968-00

STATE OF ALABAMA:
COUNTY OF SHELBY:

I, James A. Riggins, a registered Land Surveyor in the State of Alabama, hereby certify that the foregoing is a true and correct map of a parcel of land situated in the S.E. 1/4 of Section 4, Township 18 South, Range 1 East, described as follows:
Commence at the N.W. Corner of the N.W. 1/4 of the S.E. 1/4 of Section 4 go South 13 Degrees 36 Minutes 45 Seconds East for 412.34 feet to an existing iron pin; thence South 00 Degrees 24 Minutes 50 Seconds West for 797.24 feet to an existing iron pin on the North Boundary of the Norfolk Southern Railway; thence South 54 Degrees 05 Minutes 05 Seconds East along the North Boundary of said railway for 299.03 feet to an existing iron pin on the North Boundary of Alabama Highway No. 25, said iron pin being on a curve to the right, having a central angle of 71 Degrees 30 Minutes 01 Seconds and a radius of 150.43 feet; thence Southeasterly along said curve and said North Boundary for 187.72 feet to the Point of Tangent, and the Point of Beginning; thence North 84 Degrees 47 Minutes 41 Seconds East for 1323.78 feet to the center line of Shoal Creek;

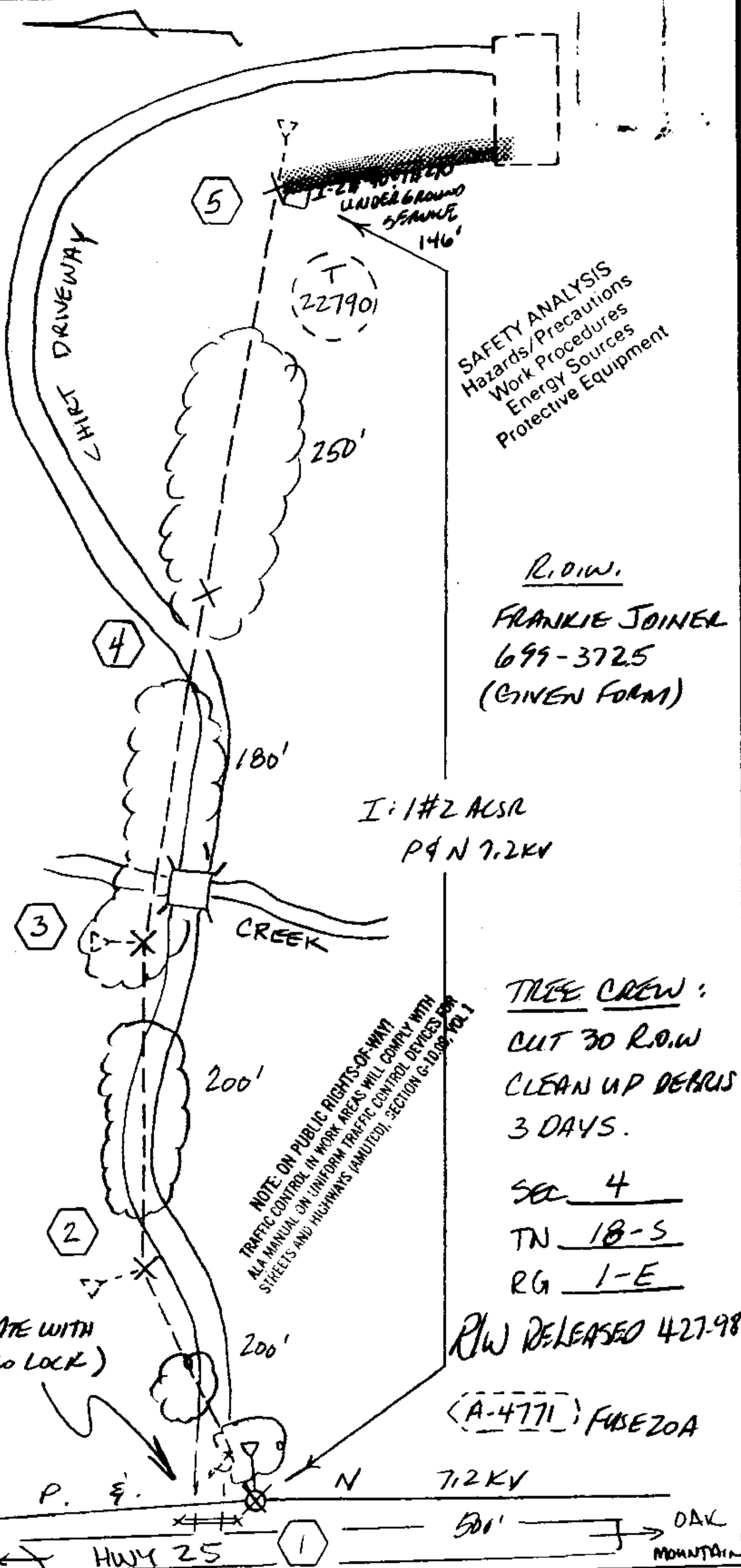
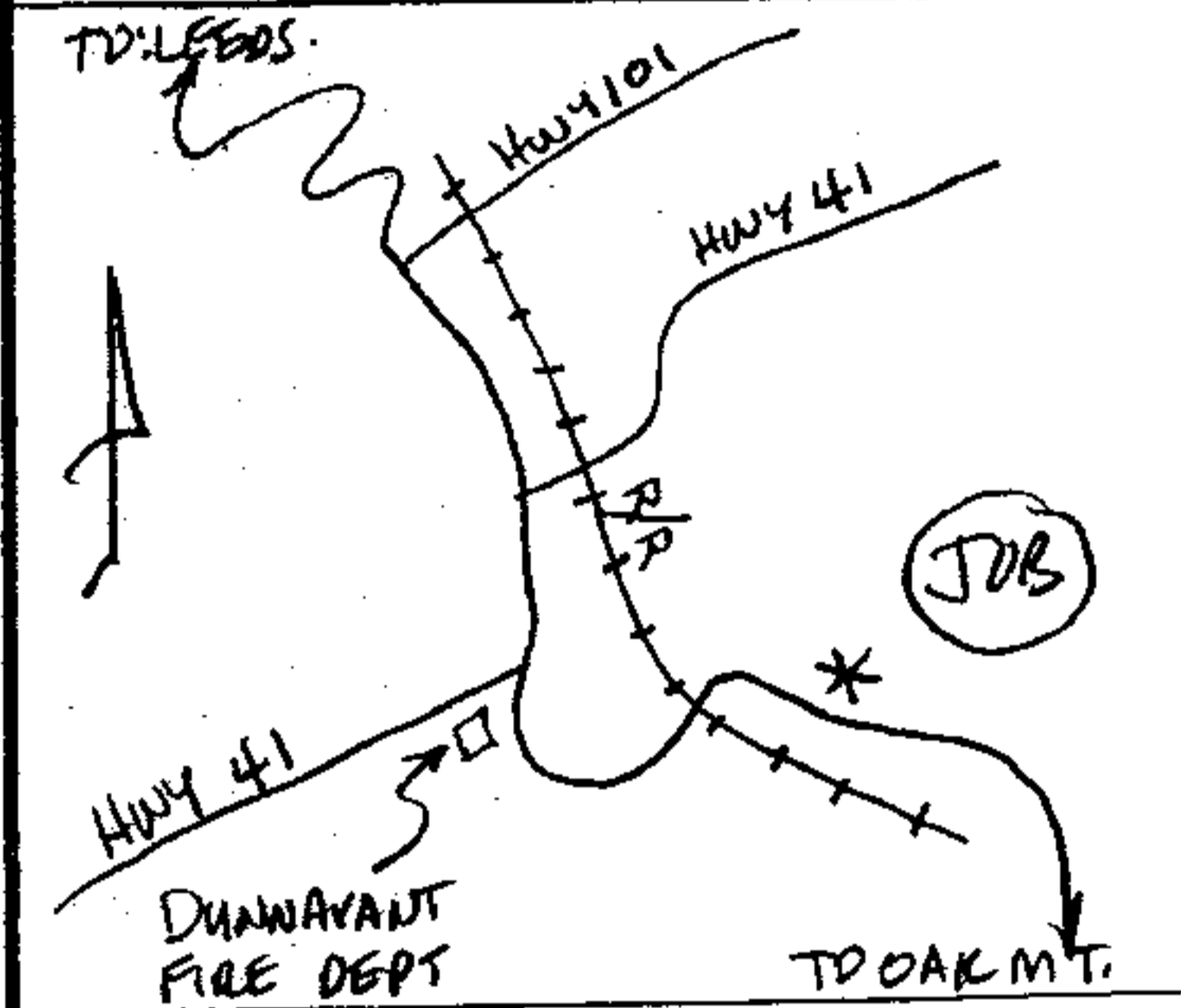
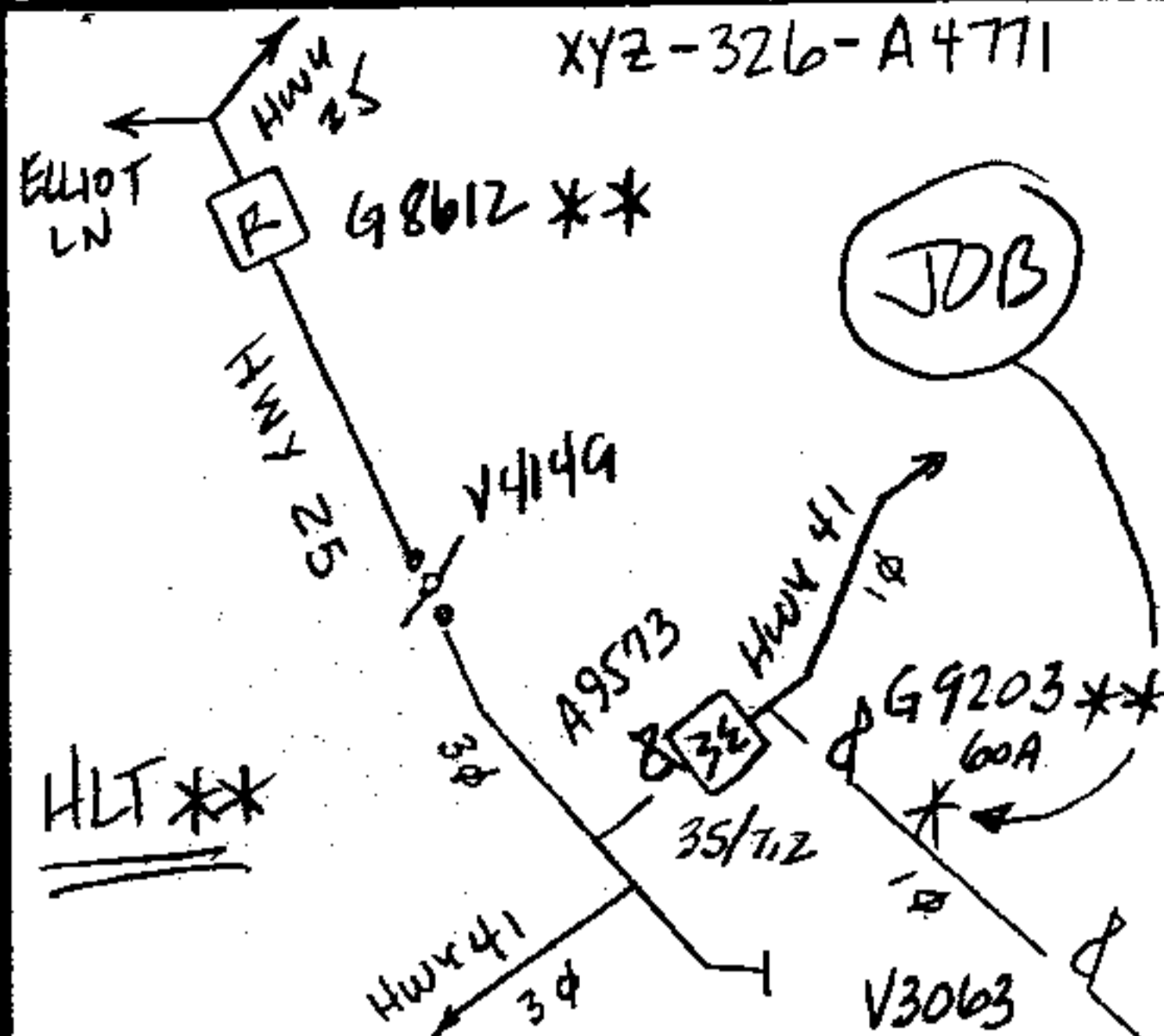
thence Six Courses (6) along said centerline as follows:

go South 29 Degrees 03 Minutes 47 Seconds East for 136.75 feet; thence South 7 Degrees 30 Minutes 27 Seconds West for 58.88 feet; thence South 35 Degrees 56 Minutes 27 Seconds West for 330.93 feet; thence South 10 Degrees 23 Minutes 52 Seconds West for 133.49 feet; thence South 3 Degrees 02 Minutes 04 Seconds West for 277.46 feet; thence South 37 Degrees 58 Minutes 22 Seconds West for 328.80 feet to the Point of Intersection of the Centerline of Shoal Creek and the Northerly Boundary of Highway 25; thence North 58 Degrees 12 Minutes 10 Seconds West along the Northerly Boundary of said Highway for 988.13 feet to the Point of Beginning, containing 14.47 Acres more or less.

Also including that parcel of land lying between the Easterly Boundary of the Norfolk Southern Railway and the Westerly Boundary of Shelby County Highway No. 25 situated in the S.W. 1/4 of the S.E. 1/4 of Section 4, Township 18 South, Range 1 East, described as follows:

Commence at the N.E. Corner of the S.W. 1/4 of the S.E. 1/4 of Section 4 go South 00 Degrees 36 Minutes 09 Seconds West along the East Boundary of said 1/4 - 1/4 Section for 853.72 feet to the Westerly Boundary of Shelby County Highway No. 25 and the Point of Beginning; thence continue South 00 Degrees 36 Minutes 09 Seconds West along the East Boundary of said 1/4 - 1/4 Section for 37.01 feet to the Easterly Boundary of Norfolk Southern Railway; thence North 54 Degrees 05 Minutes 05 Seconds West along the Easterly Boundary of said Railway for 235.21 feet; thence South 35 Degrees 54 Minutes 55 Seconds West along the Easterly Boundary of said Railway for 35.00 feet; thence North 54 Degrees 05 Minutes 05 Seconds West along the Easterly Boundary of said Railway for 857.06 feet to the Point of Intersection of the Westerly Boundary of Highway No. 25 and the Easterly Boundary of Norfolk Southern Railway, said Point of Intersection being a point on a curve to the right having a central angle of 50 Degrees 46 Minutes 25 Seconds and a radius of 70.43 feet; thence Easterly along said curve for 82.41 feet to the Point of Tangent; thence South 56 Degrees 12 Minutes 10 Seconds East along the Westerly Boundary of Shelby County Highway No. 25 for 1017.84 feet to the Point of Beginning, containing 0.94 Acres more or less.

TOTAL ACRES: 15.41 Acres more or less



SAFETY ANALYSIS
 Hazards/Precautions
 Work Procedures
 Energy Sources
 Protective Equipment

R.O.W.
FRANKIE JOINER
 699-3725
 (GIVEN FORM)

I: 1#2 ACSR
 P4 N 7.2KV

TREE CREW:
 CUT 30 R.O.W
 CLEAN UP DEBRIS
 3 DAYS.

SEC 4
 TN 18-5
 RG 1-E

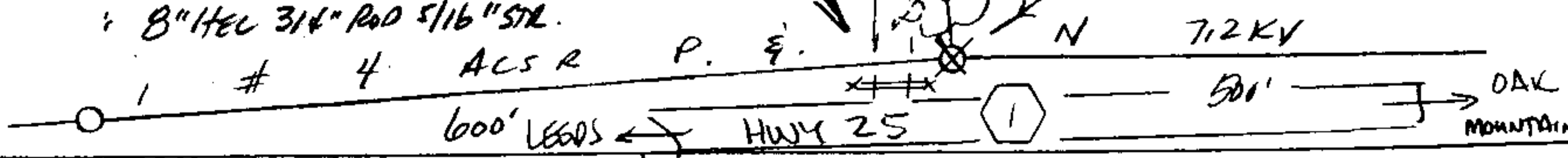
R/W RELEASED 4-27-98

(A-4771) FUSE 20A

- ① R: 35'5", PRI. TANK.
 I: 40'5" CCA & 100A C.O.
 T: 5/16" GUY STR.
- ② I: 40'5" CCA
 : PRI. IN. SUSP.
 : 8" HEL 3/4" ROD 5/16" STR
- ③ I: 40'5" CCA
 : PRI. IN. TANK.
 : 8" HEL 3/4" ROD 5/16" STR
- ④ I: 40'5" CCA
 : PRI. IN. TANK.
- ⑤ I: 45'4" CCA
 : PRI. IN. DE
 : 10KVA 7.2KV CNV
 : 8" HEL 3/4" ROD 5/16" STR.

(GATE WITH
 APCO LOCK)

NOTE: ON PUBLIC RIGHTS-OF-WAY
 TRAFFIC CONTROL IN WORK AREAS WILL COMPLY WITH
 ALA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR
 STREETS AND HIGHWAYS (AMUTCD), SECTION G-10.08, VOL 1



DR.	NO.	DATE	REVISION
KNOTTS			
TR			
CK			
APP			
DATE			

ALABAMA POWER COMPANY

SUBJECT SERVICE TO NEW HOUSE - 56744 HWY25

DETAIL FRANKIE JOINER 61500-00-01968-0

SCALE 1/16"

DATE _____

SUPERSEDES _____

APP. _____

DATE _____

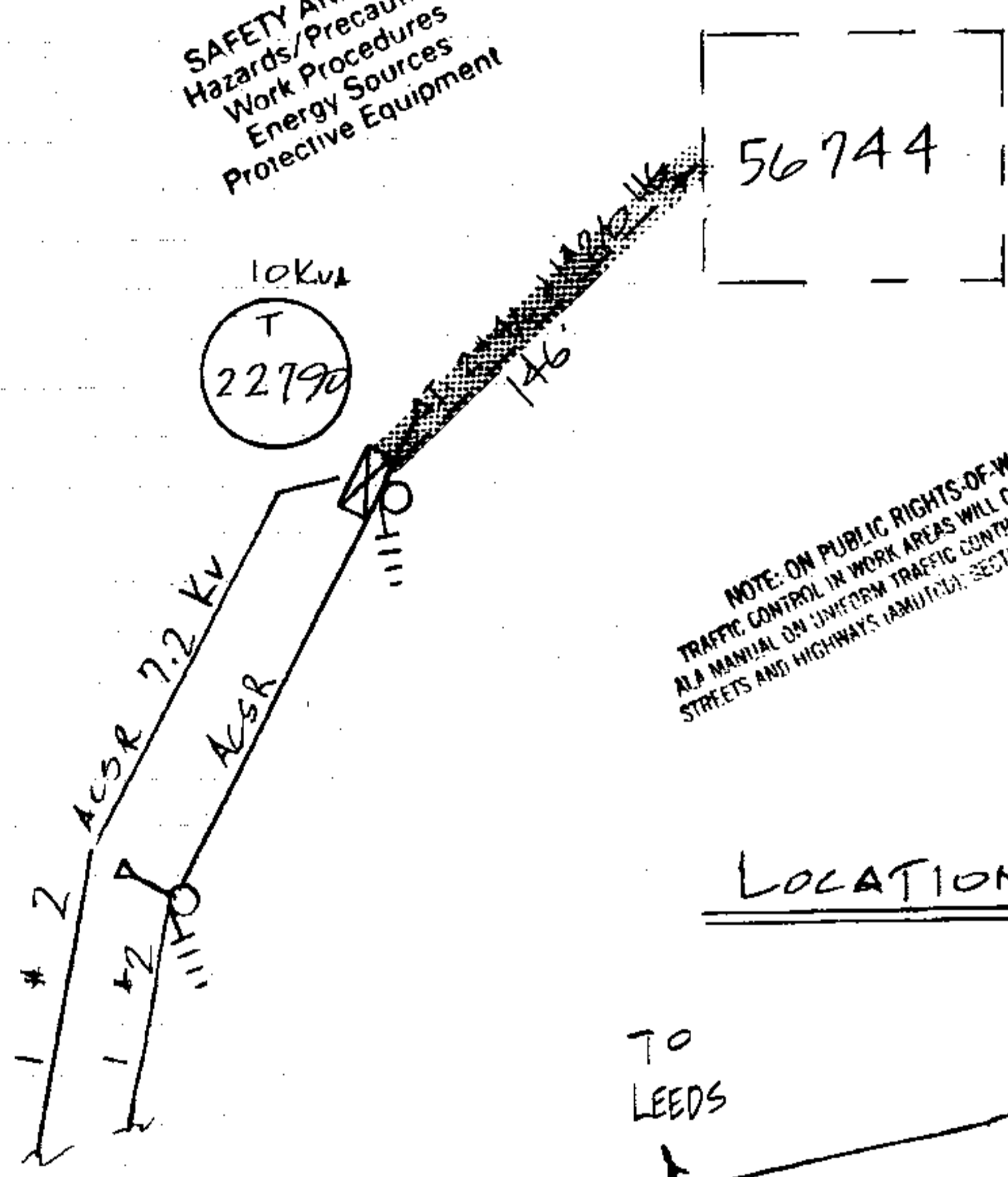
SKETCH OF PROPOSED WORK — SIMPLIFIED W. E.

Customer FRANKIE JOINER	Location 56744 HWY 25	Agreed Serv. Date	Estimate No. 61500-00-05918-00
Division SHAM	District HUFFMAN	Town DUNNAVANT	Drawn by BRASHER Date 11-2-98
County SHELBY	Section 4	Township 8-5	Range 1 E
Acquisition Agent BOWDEN	Date R/W Assigned 11-4-98	Date R/W Cleared 11-4-98	Map Reference
	LOC	Transformer Loading	



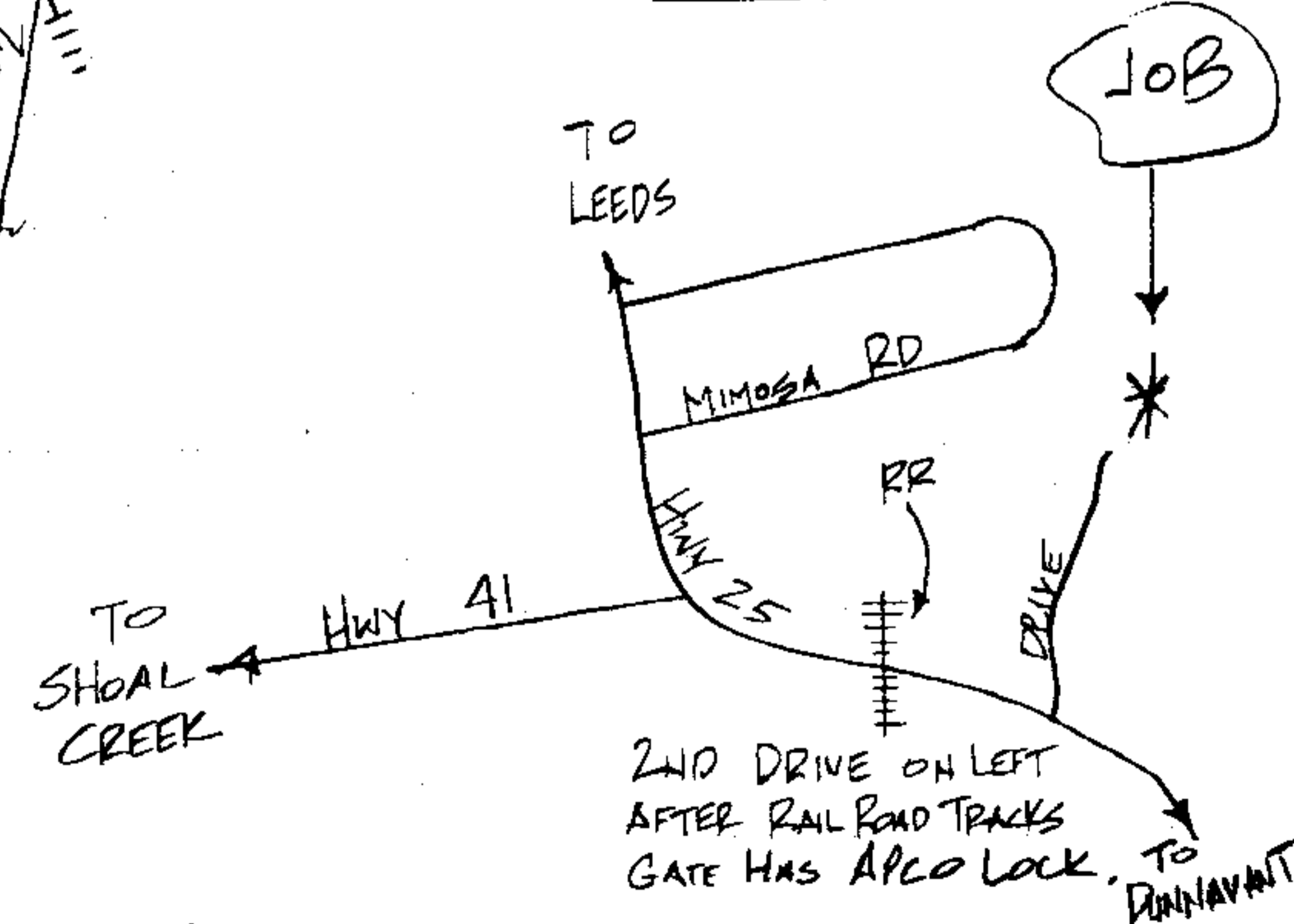
* ROW FOR OVERHEAD ON JOB
61500-00-01908
CHANGE TO UNDERGROUND SERVICE

SAFETY ANALYSIS
Hazards/Precautions
Work Procedures
Energy Sources
Protective Equipment



NOTE: ON PUBLIC RIGHTS-OF-WAY
TRAFFIC CONTROL IN WORK AREAS WILL COMPLY WITH
ALA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR
STREETS AND HIGHWAYS (AMUTCD) SECTION 6-10.09, VOL 1

LOCATION



Voltage	
Pri	Sec.
12	120 240
PHONE CO.	
Co. Name	
CATV CO.	
Co. Name	
ACCESSIBLE	
TREE CREW	
ROCK HOLE	
PERMITS REQ'D	
R/W	
CITY	
COUNTY	
STATE	
MISSALL #	
OTHER	
SCALE	
NTS	
Fl. Per Inch	

03/26/1999-12695
09:16 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MEL 16:50

Inst # 1999-12695

Cnst. Completed By

Date