

EASEMENT - DISTRIBUTION FACILITIES

All facilities on Grantor:

STATE OF ALABAMA 16⁵⁰
COUNTY OF SHELBY

THIS INSTRUMENT PREPARED
BY Robert Bowden
ALABAMA POWER COMPANY
P. O. BOX 2641

W. E. No. 61500-08-00439+00
Parcel No.

A. GRANT KNOW ALLIANCE, A CORPORATION, That Peggy West A SINGLE Woman

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):

() 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.

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.

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").

Initial

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"):

FOR LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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.

07/15/1999-29695
01:01 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

1999-29695

[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 21 day of APRIL, 1999.

* J. F. [Signature]
Witness

Peggy E. West
(Grantor)

Witness

(Grantor) _____ (SEAL)
By: _____
As: _____

Witness

By: _____ (SEAL)
As: _____

Witness

By: _____ (SEAL)
As: _____

Witness

By: _____ (SEAL)
As: _____

Witness

[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 _____, 199 .

ATTEST (if corporation) or WITNESS:

(Grantor) _____ (SEAL)

By: _____
Its: Secretary

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

ATTEST (if corporation) or WITNESS:

(SEAL)

By: _____
Its: Secretary

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

[individuals and parties 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(s) [as _____ respectively] 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 [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 _____ day of _____, 199 .

[SEAL]

Notary Public
My commission expires: _____

[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 _____, 199 .

[SEAL]

Notary Public
My commission expires: _____

of Section 8, Township 18 South, Range 1 East, Shelby County, Alabama and
contains 4.07 acres, more or less.

EXHIBIT "A"

LOT NO. A2: Commence at a pine knot in place accepted as the Northwest corner of the Northeast one-fourth of the Northeast one-fourth of Section 7, Township 18 South, Range 1 East, Shelby County, Alabama; thence proceed South $46^{\circ} 05' 45''$ West for a distance of 352.86 feet; thence proceed South $50^{\circ} 22' 04''$ East for a distance of 1068.79 feet to the point of beginning. From this beginning point proceed South $46^{\circ} 05' 45''$ West for a distance of 1205.44 feet; thence proceed South $88^{\circ} 32' 24''$ East for a distance of 1219.89 feet; thence proceed North $38^{\circ} 52' 35''$ East for a distance of 456.33 feet; thence proceed South $63^{\circ} 49' 51''$ East for a distance of 623.99 feet to a point on the Northerly right-of-way line of Shelby County Road No. 41, said point being located on the curvature of a concave curve right having a tangent of 426.08 and a radius of 1927.89 feet; thence proceed Northeasterly along the curvature of said curve and along the Northerly right-of-way line of said road for a chord bearing and distance of North $44^{\circ} 28' 16''$ East, 26.33 feet; thence proceed North $63^{\circ} 49' 51''$ West for a distance of 790.09 feet; thence proceed North $50^{\circ} 22' 04''$ West for a distance of 657.99 feet to the point of beginning.

The above described land is located in the Northeast one-fourth of Section 7 and the Northwest one-fourth of Section 8, Township 18 South, Range 1 East, Shelby County, Alabama and contains ~~4.07~~ acres, more or less.

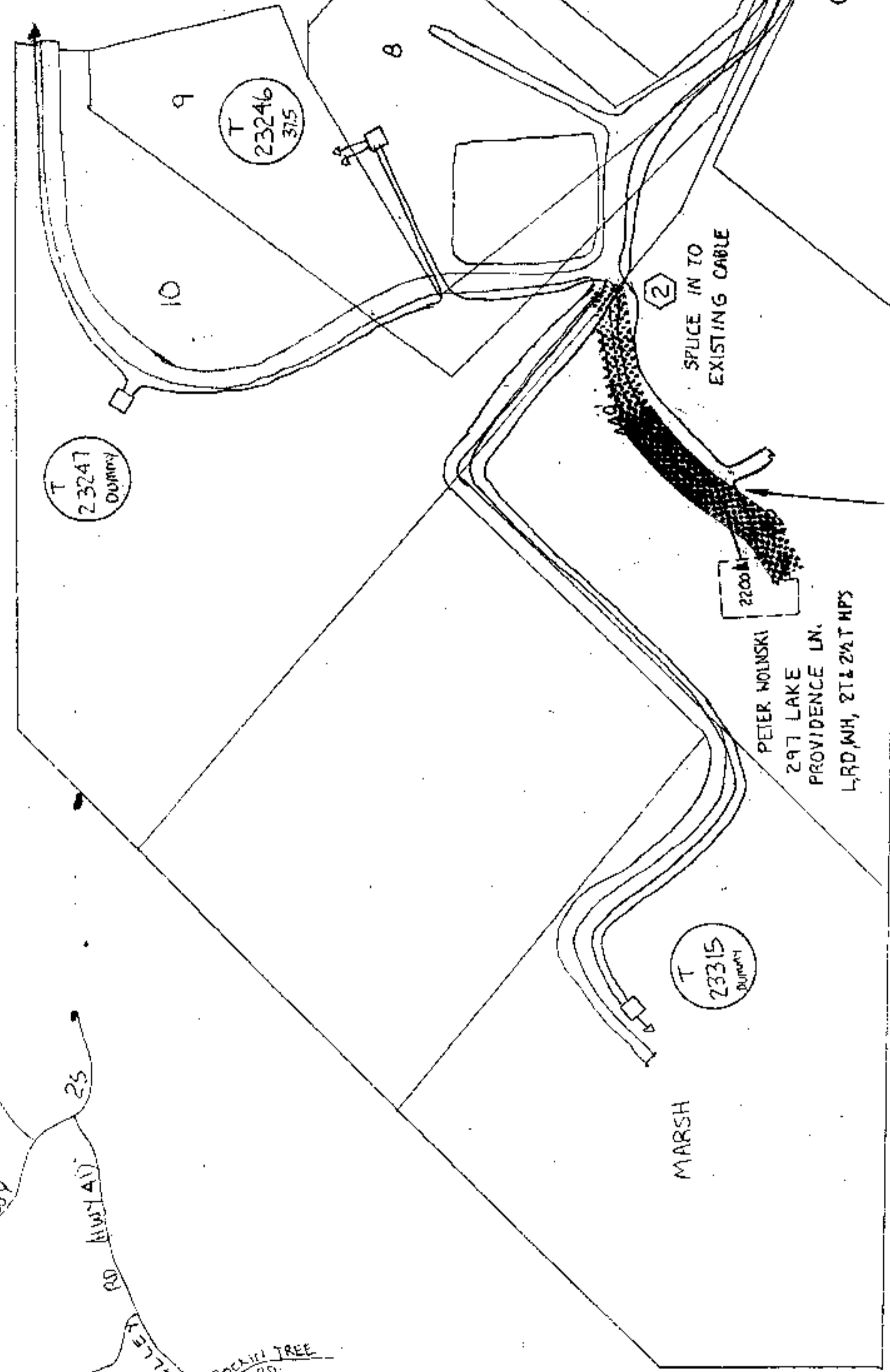
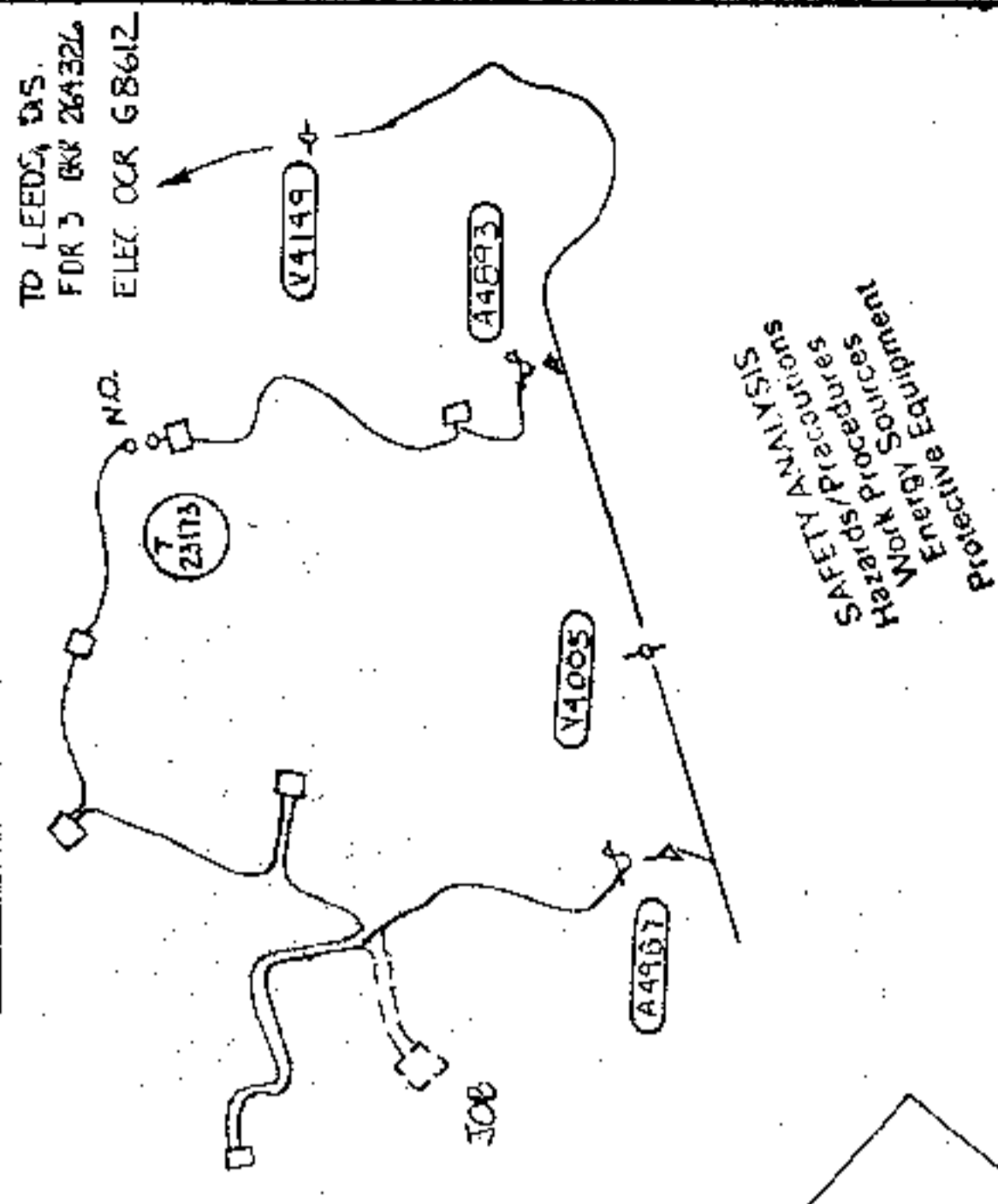
16.60

AN EASEMENT INGRESS/EGRESS AND UTILITY EASEMENT being 25 feet on the South side and 45 feet on the North side of the following described line:

Commence at a pine knot in place accepted as the Northwest corner of the Northeast one-fourth of the Northeast one-fourth of Section 7, Township 18 South, Range 1 East, Shelby County, Alabama; thence proceed South $46^{\circ} 05' 45''$ West for a distance of 352.86 feet; thence proceed South $50^{\circ} 22' 04''$ East for a distance of 925.04 feet; thence proceed North $46^{\circ} 05' 45''$ East for a distance of 25 feet to the centerline of said easement and the point of beginning. From this beginning point proceed South $50^{\circ} 22' 04''$ East along the centerline of said easement for a distance of 580.50 feet to the P. C. of a concave curve left having a tangent of 30.67 and a radius of 100.0 feet; thence proceed Easterly along the curvature of said curve and along the centerline of said easement for a chord bearing and distance of South $67^{\circ} 25' 06''$ East, 58.64 feet to the P. T. of said curve; thence proceed South $84^{\circ} 28' 07''$ East along the centerline of said easement for a distance of 227.76 feet to the P. C. of a concave curve right having a tangent of 49.59 feet and a radius of 125.0 feet; thence proceed Southeasterly along the curvature of said curve and along the centerline of said easement for a chord bearing and distance of South $62^{\circ} 49' 40''$ East, 92.20 feet to the P. T. of said curve; thence proceed South $41^{\circ} 11' 13''$ East along the centerline of said easement for a distance of 264.19 feet to the P. C. of a concave curve left having a tangent of 24.77 feet and a radius of 125.0 feet; thence proceed Southeasterly along the curvature of said curve and along the centerline of said easement for a chord bearing and distance of South $52^{\circ} 23' 44''$ East, 48.60 feet to the P. T. of said curve; thence proceed South $63^{\circ} 36' 15''$ East along the centerline of said easement for a distance of 192.78 feet to the P. C. of a concave curve left having a tangent of 86.92 and a radius of 150.0 feet; thence proceed Southeasterly along the curvature of said curve and along the centerline of said easement for a chord bearing and distance of North $86^{\circ} 18' 17''$ East, 150.41 feet to the P. T. of said curve; thence proceed North $56^{\circ} 12' 48''$ East along the centerline of said easement for a distance of 214.04 feet to the P. C. of a concave curve right having a tangent of 25.0 feet and a radius of 25.0 feet; thence proceed Southerly along the curvature of said curve and along the centerline of said easement for a chord bearing and distance of South $78^{\circ} 47' 12''$ East, 35.36 feet to its point of intersection with the Northerly right-of-way line of Shelby County Road No. 41 and the termination of said easement.

61500-08-00439-00

34.5 KV SECTIONALIZING



- NOTES:
1. UNDERGROUND DIFFERENTIAL COST OF \$ 2440.00 TO BE PAID BY CUSTOMER.
 2. ASPLUNDH TO PERFORM TRENCHING AND INSTALL CONDUCTORS, PAD, & TRANSFORMER
 3. PRIMARY CABLE TO BE 1#1/0 AXNJ 35KV DIRECT BURIED IN 42" TRENCH.
 4. SERVICE TO BE 1#1/0 & 2#4/0 W/AL UNDERGROUND CABLE IN 30" TRENCH IN 2" CONDUIT.

T 2315
 I: 25KVA 19.9KV DFPM
 PROP. LOAD = 16.8 KWAD
 I: 230V SEC. ARR.
 I: 200A FAULT INV.

NOTE ON PUBLIC RIGHTS OF WAY: THESE RIGHTS OF WAY ARE NOT TO BE CONSIDERED AS PUBLIC RIGHTS OF WAY UNLESS THEY ARE SHOWN ON THE RECORD PLANS FOR THE PROJECT.

Part of Way Released 4-21-99
 MAP REF: 1770-12156 SEC-8 TSP-18S RNG-1E

ALABAMA POWER COMPANY	
SUBJECT: PETER HOLNSKI - LAKE PROVIDENCE SUBDIVISION	
DETAIL: INSTALL UNDERGROUND PRIMARY CONDUCTORS AND TRANSFORMER FOR NEW HOUSE	
Inst # 1999-29695	SHEET OF SHEETS
DATE DATE	
SUPERSEDES B 61500-08-00439-00	

DRAWN M. HAWKINS TRACED	DATE
CHECKED	DATE
APPROVED	DATE

07/15/1999-29695
 01:01 PM CERTIFIED
 SHELBY COUNTY JUDGE OF PROBATE
 004 MMS 16.50