

sta. 2+00 to sta. 3+00

150

**EASEMENT - DISTRIBUTION FACILITIES**  
(Lot and Block)

TO BE RECORDED: YES  NO

This instrument prepared by:

Don Bailey  
Alabama Power Company  
P. O. Box 2641  
Birmingham, Alabama 35291

STATE OF ALABAMA }  
COUNTY OF Shelby }  
TAX ID # \_\_\_\_\_

W.E. No. 61730-00-00283  
Parcel No. 70130439  
Transformer No. S-10738

A. GRANT KNOW ALL MEN BY THESE PRESENTS, That Williams Company - Southeast

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, 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, 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.
- 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"):

For legal description, see Exhibit "A", attached hereto and made a part hereof.  
Lot \_\_\_\_\_ of Block \_\_\_\_\_ of \_\_\_\_\_ Subdivision as recorded in Map Book \_\_\_\_\_,  
page \_\_\_\_\_ and being located in the \_\_\_\_\_ 1/4 of the \_\_\_\_\_ 1/4 of Section \_\_\_\_\_, Township \_\_\_\_\_,  
Range \_\_\_\_\_ and recorded in Deed Book \_\_\_\_\_, page \_\_\_\_\_ all being recorded in the Office of the Judge of Probate in said County.

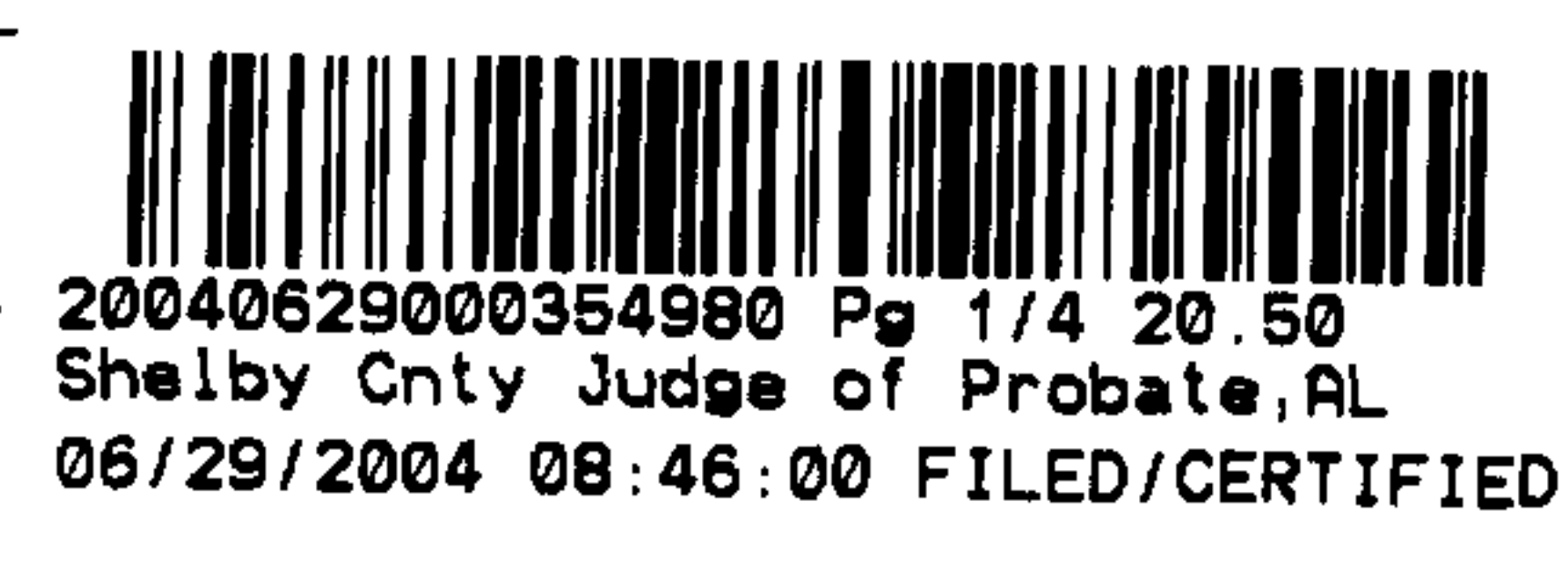
D. ADDITIONAL PROVISIONS. In the event it becomes necessary or desirable for the Company to move any of the Facilities in connection with the construction or improvement of any public road or highway in proximity to the Facilities, Grantor hereby grants to the Company the right to relocate the Facilities 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Grantor) \_\_\_\_\_ (SEAL)  
\_\_\_\_\_  
(Grantor) \_\_\_\_\_ (SEAL)  
By: \_\_\_\_\_ (SEAL)  
As: \_\_\_\_\_





IN WITNESS WHEREOF, the said Grantor, has caused this instrument to be executed by \_\_\_\_\_  
its authorized representative, as of the 3rd day of Feb, 2003.

ATTEST (if corporation) or WITNESS:

By: X  
Its: X

X Williams Company - Southeast  
(Grantor - Name of Corporation/Partnership/LLC)  
X By: Mike Dolan (SEAL)  
X Its: SVP/CEO  
[indicate President, General Partner, Member, etc.]

**INDIVIDUAL NOTARIES**

STATE OF ALABAMA }  
COUNTY OF Henicco }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Mike Dolan  
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 3rd day of FEBRUARY, 2003

Christina [Signature]  
Notary Public  
My commission expires: 12-31-04

[SEAL]

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 \_\_\_\_\_, \_\_\_\_\_.

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

[SEAL]

**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 \_\_\_\_\_, \_\_\_\_\_.

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

[SEAL]

**For Alabama Power Company Corporate Real Estate Department Use Only**

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

**Legal Description**

**WE # 61730-00-00283**

A parcel of land situated in the Northwest Quarter of the Northwest Quarter of Section 26, Township 19 South, Range 3 West, Huntsville Meridian, Shelby County, Alabama, and being more particularly described as follows:

BEGINNING at the Southwest corner of the Northwest Quarter of the Northwest Quarter of Section 26, Township 19 South, Range 3 West, Huntsville Meridian, Shelby County, Alabama, thence run North 06° 42' 39" East, along the west boundary line of said quarter-quarter, for a distance of 297.63 feet to a capped iron found (PLS CA00032); thence continue North 06° 42' 00" East, along said west line, for a distance of 965.51 feet to a capped iron found on the southerly right-of-way line of Highway 150 (right-of-way width varies); thence run North 84° 28' 56" East, along said right-of-way, for a distance of 26.40 feet to a capped iron set (CA-00279) on the southwesterly right-of-way line of Cahaba River Estates (right-of-way width 50 feet); thence run South 58° 00' 25" East, along said right-of-way, for a distance of 115.46 feet to a capped iron found at the Point of Curvature of a non-tangent curve to the left, having a radius of 496.91 feet, a central angle of 24° 03' 51", a chord length of 207.17 feet and a chord bearing of South 70° 04' 25" East; thence continue along the arc of said curve, along said right-of-way, for a distance of 208.70 feet to the Point of Tangency of said curve; thence run South 85° 31' 32" East for a distance of 164.04 feet to a capped iron found at the Point of Curvature of a non-tangent curve to the right, having a radius of 4299.35 feet, a central angle of 02° 28' 56", a chord length of 186.25 feet and a chord bearing of South 84° 18' 45" East; thence continue along the arc of said curve, and said right-of-way for a distance of 186.26 feet to a capped iron found at the Point of Curvature of a curve to the right, having a radius of 165.79 feet, a central angle of 58° 47' 29", a chord length of 162.75 feet and a chord bearing of South 53° 40' 33" East; thence continue along the arc of said curve, and said right-of-way, for a distance of 170.12 feet to the Point of Tangency of said curve; thence run South 24° 16' 33" East for a distance of 55.84 feet to a capped iron found at the Point of Curvature of a non-tangent curve to the left, having a radius of 230.50 feet, a central angle of 41° 43' 41", a chord length of 164.19 feet and a chord bearing of South 45° 08' 01" East; thence continue along the arc of said curve, and said right-of-way, for a distance of 167.87 feet to a capped iron found; thence run South 70° 44' 05" East for a distance of 100.25 feet to a capped iron found (PLS CA00032); thence run South 49° 48' 24" West for a distance of 1,271.62 feet to a point on the south boundary line of said quarter-quarter; thence run North 83° 45' 28" West, along said south line, for a distance of 210.24 feet to the POINT OF BEGINNING.

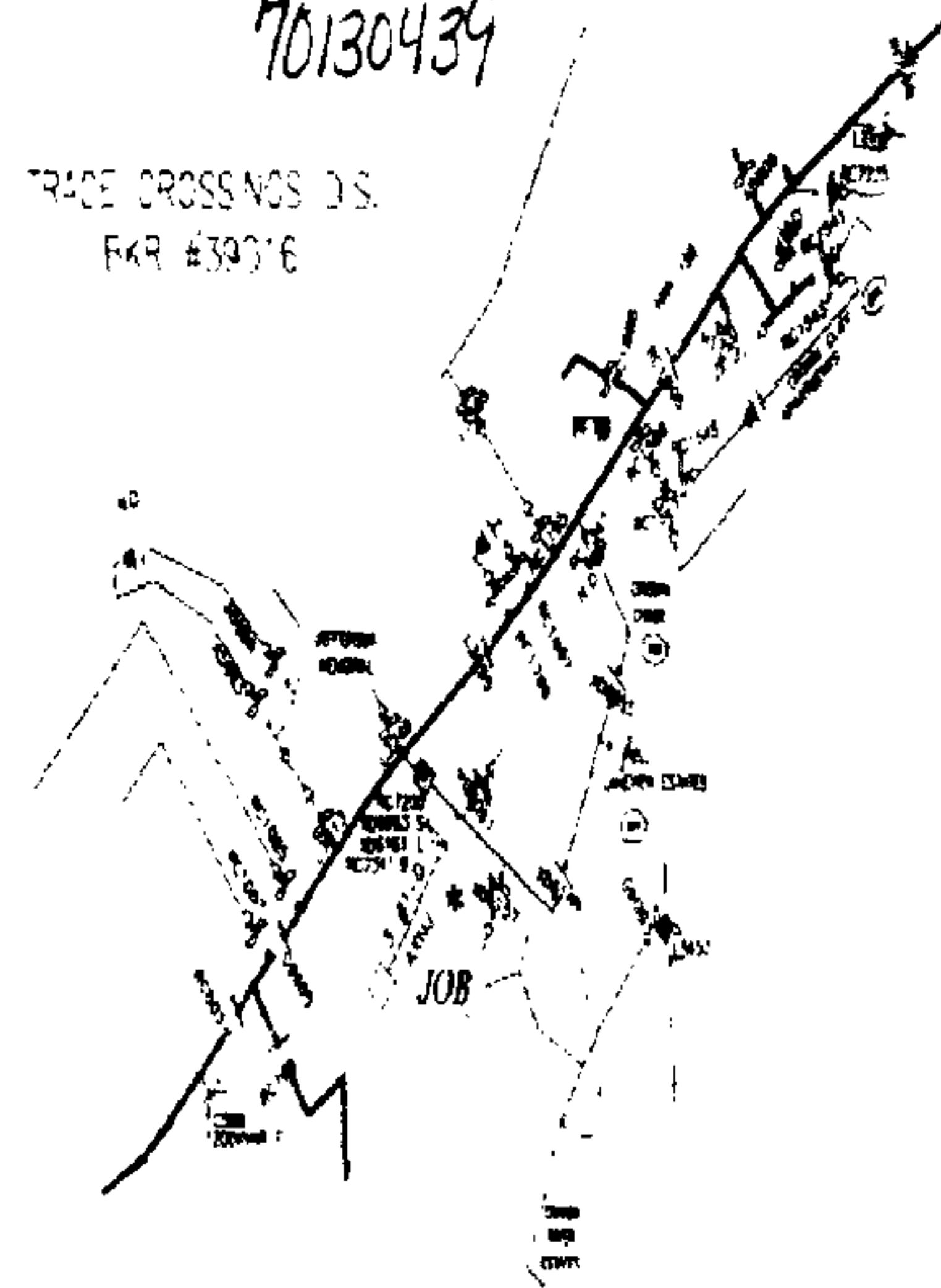
TS#1090228.1



SECTIONALIZING SKETCH

70130439

TRACE CROSSINGS D.S.  
FAR #39016



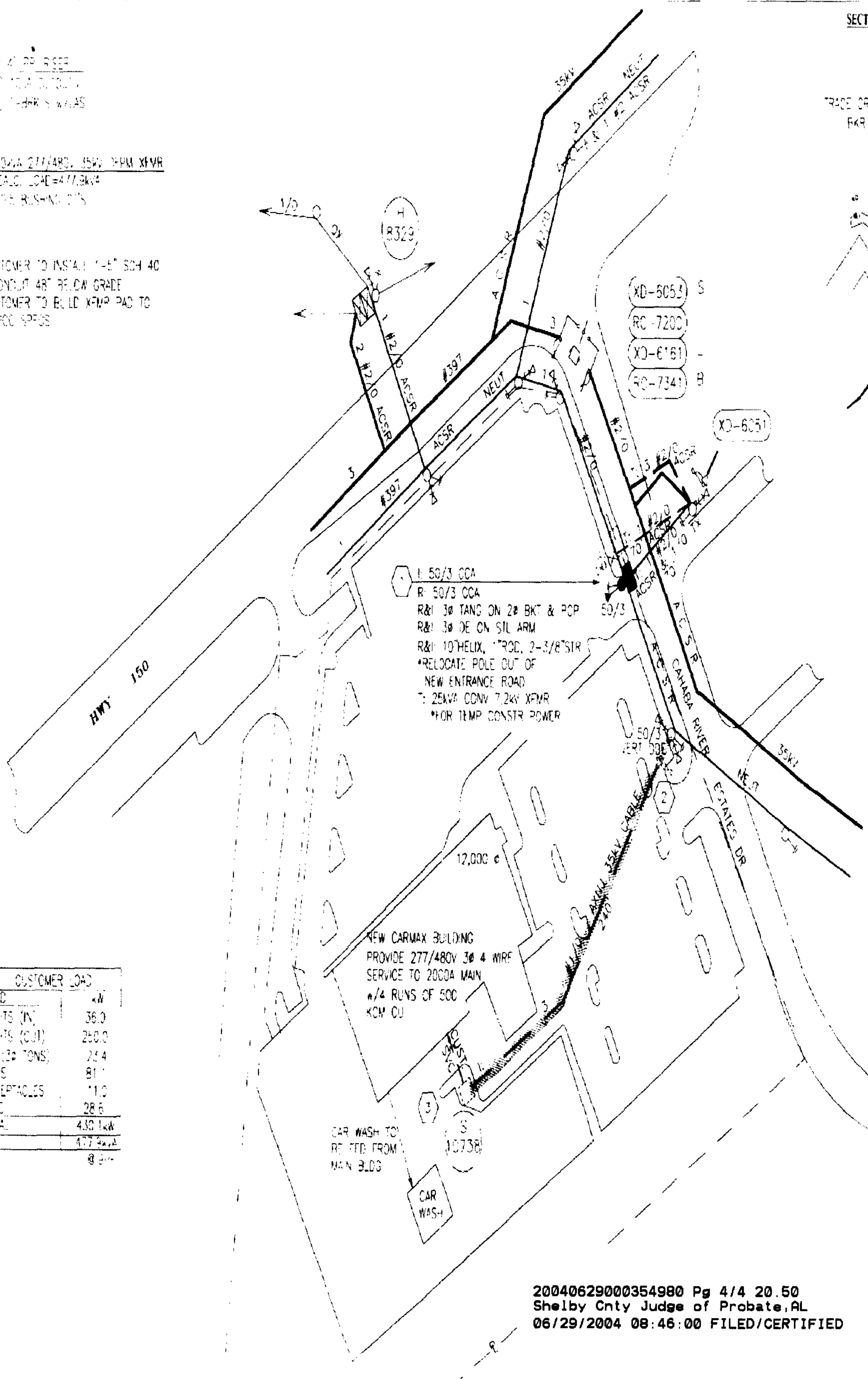
RC LINE INFO

MAKE RC-7200 NON-AUTO &  
PLACE HLT

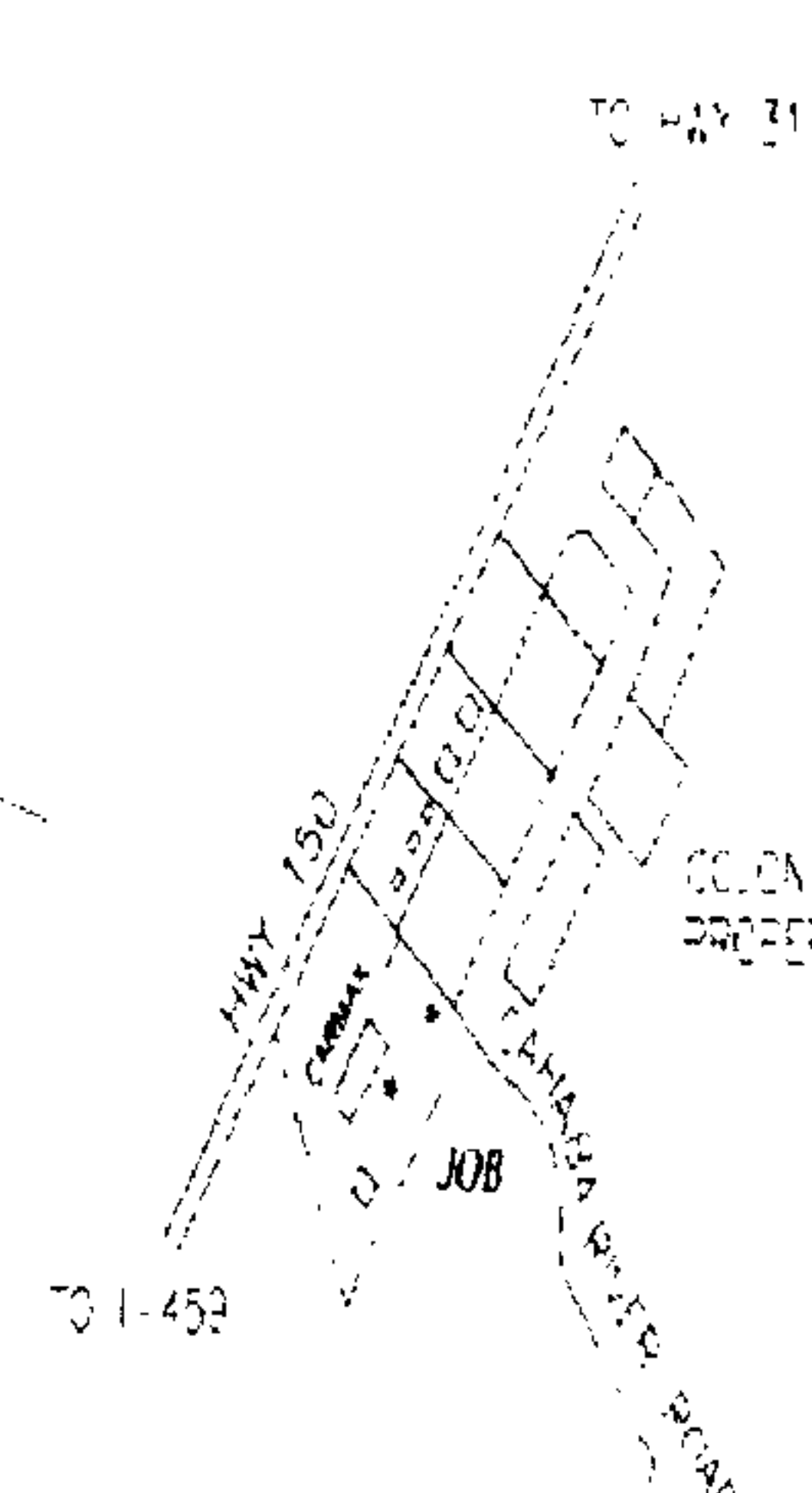
1. 277/480V RSEF  
2. 277/480V RSEF  
3. 277/480V RSEF

3. 600kVA 277/480V 3PH XFMR  
CALC. LOAD=477.8kW  
4000 BUSHING CTS

\*CUSTOMER TO INSTALL 1-1/2" SCH 40  
CONDUIT 48" BELOW GRADE  
\*CUSTOMER TO BUILD XFMR PAD TO  
APCC SPURS



LOCATION SKETCH



CUSTOMER LOAD	
LOAD	kW
LIGHTS (IN)	36.0
LIGHTS (OUT)	240.0
AC (20 TONS)	74.4
MTRC	81.1
RECEPTACLES	11.0
MISC	28.6
TOTAL	430.1 kW
	477.8 kW @ 90%

CAR WASH TO  
RE FEED FROM  
MAIN BLDG



20040629000354980 Pg 4/4 20.50  
Shelby Cnty Judge of Probate, AL  
06/29/2004 08:46:00 FILED/CERTIFIED

0 50 100

PLAN SCALE

CITY, HOOVER COUNTY, JEFFERSON

MAP REF. 3W-19-26-2 SEC-26 1P-19S, 2-3W

DRAWN: JET ENGR: BOB JORDAN DATE: 07/08/05

APPROVED: DATE:

ALABAMA POWER COMPANY

JOB: POWER DELIVERY BRIMINGHAM

DETAIL: CARMAX #7224

2696 JOHN HAWKINS PKWY

SCALE: 1" = 50' SHEET: 01-23

SHEET 1 OF 1 SHEETS