

EASEMENT - DISTRIBUTION FACILITIES  
(Metes and Bounds)

TO BE RECORDED: YES X NO

This instrument prepared by:

Jeff J. Callicott

STATE OF ALABAMA }  
COUNTY OF Shelby }  
TAX ID # 13-1-12-4-000-001.004

W.E. No. 61700-00-05244  
Parcel No. 70150418  
Transformer No. \_\_\_\_\_

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

A. GRANT KNOW ALL MEN BY THESE PRESENTS, That Jim Walter Homes, Inc.

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, 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"):

A parcel of land in the NW 1/4 of the SE 1/4 of Section 12, Township 20 South,

Range 3 West, as recorded in Deed Book 316, Page 229, Deed Book 331, Page 230, Deed Book 346, Page 232,

in the office of the Judge of Probate of Shelby County, Alabama

SEE ALABAMA POWER SKETCH OF PROPOSED WORK LABELED EXHIBIT E AND MADE A PART OF THIS EASEMENT AGREEMENT

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 November, 2004.

Witness

James E. Marshall (SEAL)  
(Grantor) Vice President

Jim Walter Homes, Inc.

(Grantor)

Witness

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

Witness



20050203000056070 Pg 1/3 17.50  
Shelby Cnty Judge of Probate, AL  
02/03/2005 14:22:00 FILED/CERTIFIED

IN WITNESS WHEREOF, the said Grantor, has caused this instrument to be executed by JAMES C. MANDEL its authorized representative, as of the 17 day of November, 2004.

ATTEST (if corporation) or WITNESS:

By: \_\_\_\_\_  
Its: \_\_\_\_\_

(Grantor - Name of Corporation/Partnership/LLC)  
By: James C. Mandel (SEAL)  
Its: Vice President  
[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: \_\_\_\_\_

TRUSTEE/CORPORATION/PARTNERSHIP/LLC NOTARY

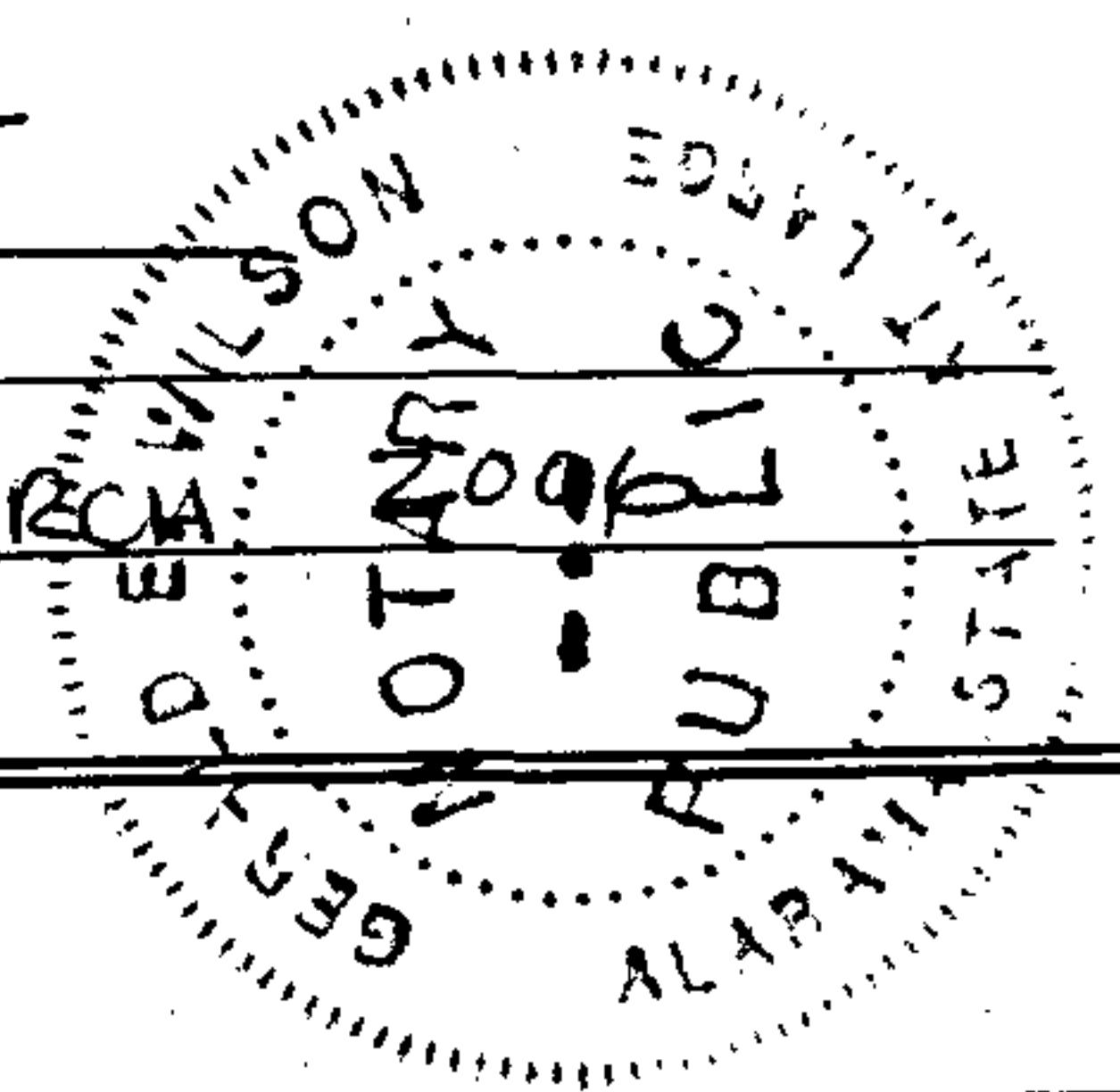
STATE OF ALABAMA }  
COUNTY OF Shelby }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that JAMES C. MANDEL whose name as VICE PRESIDENT of JIM WALTER HOMES, INC 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 VICE PRESIDENT 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 17<sup>th</sup> day of NOVEMBER, 2004

[SEAL]

GERARD E. WILSON  
Notary Public  
My commission expires: 21 MARCH 2006

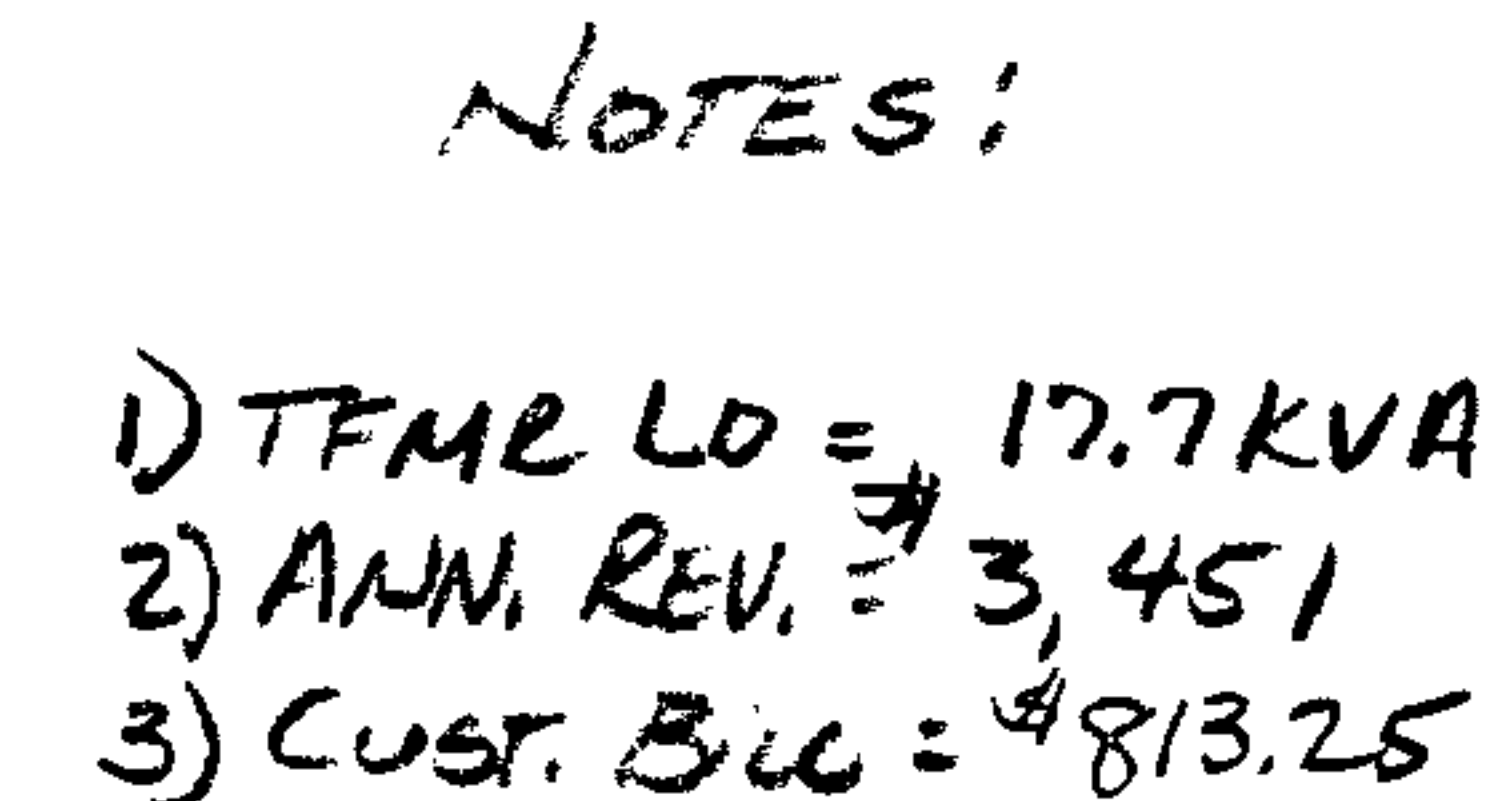


For Alabama Power Company Corporate Real Estate Department Use Only

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

**ALABAMA POWER**  
A SOUTHERN COMPANY

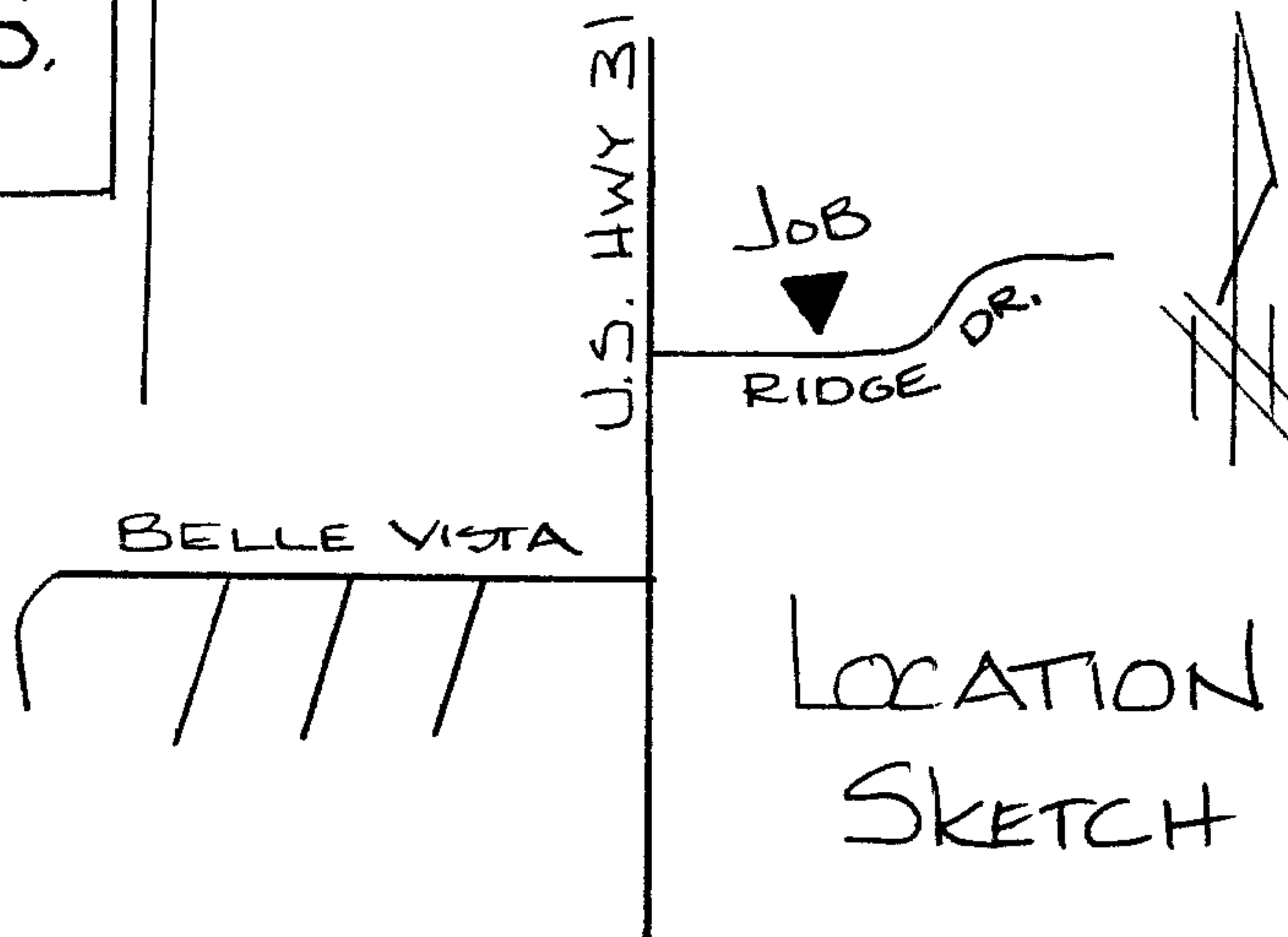
A hand-drawn sketch map of the Jim Walter Homes area. The map includes a north arrow pointing towards the top left, labeled 'N'. To the right of the north arrow, the coordinates 'X = 34536' and 'Y = L6345' are written. The central feature is a large, tilted rectangle labeled 'JIM WALTER HOMES'. To the right of this rectangle is a smaller, irregularly shaped area. Further to the right is a curved line with several short, perpendicular tick marks, labeled 'PARKING'. In the top right corner, there is a small grid of squares. The bottom left corner shows a partial view of a building with a wavy roofline.



EXISTING  
TFR LD = 19.5 KVA  
PROP. LD = 37.2 KVA

I: SEC. RISER  
(IDLE RISER ALREADY  
ON POLE)

PELHAM D.S.  
34536



**Cnst. Completed By**