

#20 30

This instrument prepared by:

Larry D. Grant

W.E. No. 61700-08-0037-400

Parcel No. 70140334

KNOW ALL MEN BY THESE PRESENTS, THAT: WHEREAS, the "Grantor", (whether one or more) are owners of record of the following described real estate in Shelby County, Alabama, to wit: Chelsea Park-Sector I Phase I (the subdivision") as shown on the plat or drawing attached and incorporated herein by reference, which Grantor plans to record in the Office of the Judge of Probate, Shelby County, Alabama (the "Property") (¼ of ¼ section , Township , Range) and, See Exhibit "A" attached hereto and made a part hereof.

NOW, THEREFORE, The Grantor, for and in consideration of *One and No/100 Dollars (\$1.00)*, and other good and valuable consideration, to Grantor in hand paid by the Company, the receipt of which is hereby acknowledged, does hereby grant to Company, its successors and assigns, the right to construct, install, operate, maintain and replace, along a route to be selected by the Company (generally shown on the attached drawing), its successors or assigns, all conduits, cables, trans closures and other appliances and facilities (above ground and below ground) useful or necessary in connection therewith, for the underground transmission and distribution of electric power and for underground communication service upon, under and across the Property.

TO HAVE AND TO HOLD such easement to the Company, its successors and assigns, forever.

1. The owners of lots within the Subdivision will not erect or grant to any person, firm or corporation the right, license or privilege to erect or use or permit the use of overhead wires, poles or overhead facilities of any kind for electrical, telephone, or cable television service on said real estate (except such poles and overhead facilities as may be required at those places where distribution facilities enter and leave said subdivision, or existing and/or future overhead transmission or communication facilities on existing Alabama Power Company rights of way). Nothing herein shall be construed to prohibit overhead street lighting, or ornamental yard lighting, where serviced by underground wires or cables.

3. Alabama Power Company, its successors and assigns, will retain title to all underground facilities installed by the Company or its contractors, including but not limited to the service lateral and outdoor metering socket serving each said house, and said service entrance facilities provided by Alabama Power Company will not in any way be considered a fixture or fixtures and thereby a part of said real estate, but will remain personal property belonging to Alabama Power Company, its successors and assigns, and will be subject to removal by Alabama Power Company, its successors and assigns, in accordance with applicable Rules and Regulations filed with and approved by the Alabama Public Service Commission.

[illegible]

44-28520 Rev. 7/01

IN WITNESS WHEREOF, this instrument has been executed this the 6th day of October, 2004.

WITNESS/ATTEST

GRANTOR:

Chelsea Park Inc.

Name of Individual/Company/Partnership/LLC

Douglas D. Eddleman

Signature of Individual/Officer/Partner

PRESIDENT 10/6/04

CORPORATE/PARTNERSHIP ACKNOWLEDGMENT

STATE OF ALABAMA }

County of Jefferson }

I, Donna D. Rainey, a Notary Public, in and for said County in said State, hereby certify that, Douglas D. Eddleman whose name as President of Chelsea Park, Inc., a corporation/partnership, 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 officer/partner and with full authority, executed the same voluntarily for and as the act of said corporation/partnership.

Given under my hand and official seal, this the 6th day of October, 2004.

Donna D. Rainey
Notary Public

My commission expires: 12/1/06

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA }

County of _____ }

I, _____, 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 date that, being informed of the contents of the agreement, (has/have) executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the _____ day of _____, 20____.

Notary Public

My commission expires: _____

Exhibit "A"

This exhibit is attached hereto and made a part of this document to describe the affected property of grantor.

*Southwest 1/4 of Section 30, Township 19 South, Range 1 East,
West 1/2 of Section 31, Township 19 South, Range 1 East,
South 1/2 of Section 25, Township 19 South, Range 1 West,
Northwest 1/4 and the East 1/2 of Section 36, Township 19 South,
Range 1 West,
Northwest 1/4 of Section 6, Township 20 South, Range 1 East,
Northeast 1/4 of Section 1, Township 20 South, Range 1 East.*

RISER LOADING

