

EASEMENT - DISTRIBUTION FACILITIES  
(Metes and Bounds)

#2355

TO BE RECORDED: YES ☒ NO ☐

This instrument prepared by:

*Larry D. Swartz*

Alabama Power Company

P. O. Box 2641

Birmingham, Alabama 35291

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

W.E. No. 61700-08-0067-400  
Parcel No. 70140335  
Transformer No. \_\_\_\_\_

A. GRANT KNOW ALL MEN BY THESE PRESENTS, That Chelsea Park 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:

- 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.
- 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.
- 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"):

See Exhibit "A" attached hereto and made a part hereof for a legal description of the property involved.



20050203000056210 Pg 1/5 23.50  
Shelby Cnty Judge of Probate, AL  
02/03/2005 15:00:00 FILED/CERTIFIED

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 <sup>its</sup> ~~has~~ <sup>have</sup> set his ~~her~~ <sup>their</sup> hand ~~(s)~~ and seal ~~(s)~~ this the 6th day of October, 20 04.

Witness \_\_\_\_\_

(Grantor) \_\_\_\_\_ (SEAL)

Witness \_\_\_\_\_

Chelsea Park Inc (SEAL)

(Grantor) \_\_\_\_\_

Witness \_\_\_\_\_

By: *Douglas D. Edleman* (SEAL)

AS: PRESIDENT

IN WITNESS WHEREOF, the said Grantor, has caused this instrument to be executed by \_\_\_\_\_ is authorized  
representative, as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST (if corporation) or WITNESS:

\_\_\_\_\_  
(Grantor - Name of Corporation/Partnership/LLC)

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

By: \_\_\_\_\_ (SEAL)  
Its: \_\_\_\_\_

[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 Douglas D. Eddleman  
\_\_\_\_\_, whose name as President of Chelsea Park 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 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 6th day of October, 2004.

[SEAL]

Larry D. Smith  
\_\_\_\_\_  
Notary Public  
My commission expires: 2-6-06

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

All facilities on Grantor: \_\_\_\_\_

Station to Station: \_\_\_\_\_

*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.*

SLOPE FINAL GRADE  
 AWAY FROM MAINHOLE  
 OPENING (SEE NOTE 4)

RING & COVER

15' PRECAST  
 COLLAR (SEE NOTE 1)

BRICK &  
 MORTAR (SEE NOTE 2)

MASTIC

TO CURB  
 FACE

6"

8 WAY DUCT  
 TERMINATOR FOR  
 (2 WINDOWS ON  
 EACH SIDEWALL  
 USING 3" CONDUIT)

(TYPICAL - NOT THIS JOB)

3"

FEMALE 1-1/4" RIGID GALV.  
 COUPLING WELDED ON  
 PIPE AND EXTENDING  
 THROUGH ROOF

TYPICAL - NOT THIS JOB

5'-8"

10'-10"

(SEE NOTE 3)

MASTIC

12 WAY DUCT  
 TERMINATOR

8'-8"

13'-2"

3/4-5" PVC

(TYPICAL - NOT THIS JOB)

1'-6"

3/4-5" PVC

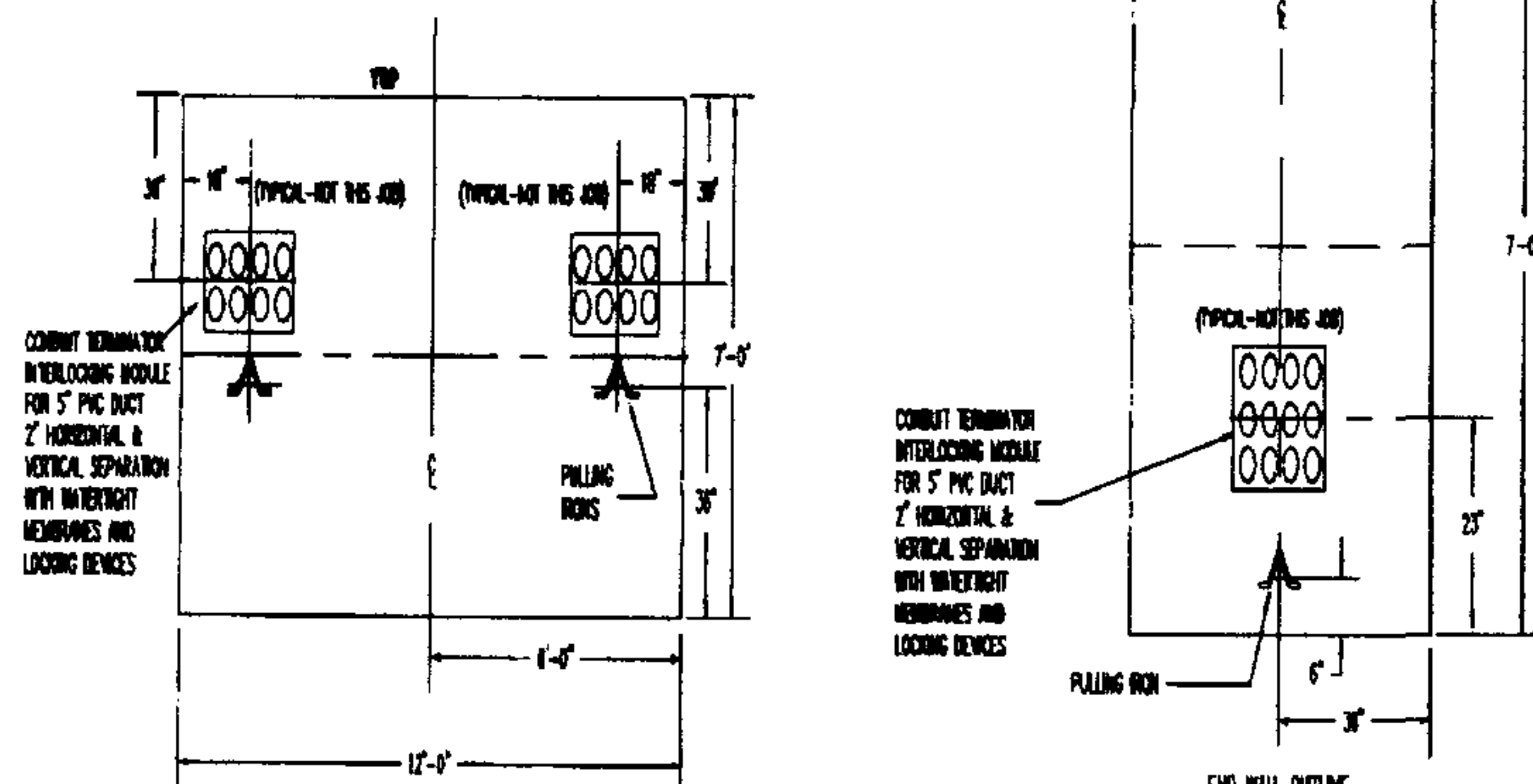
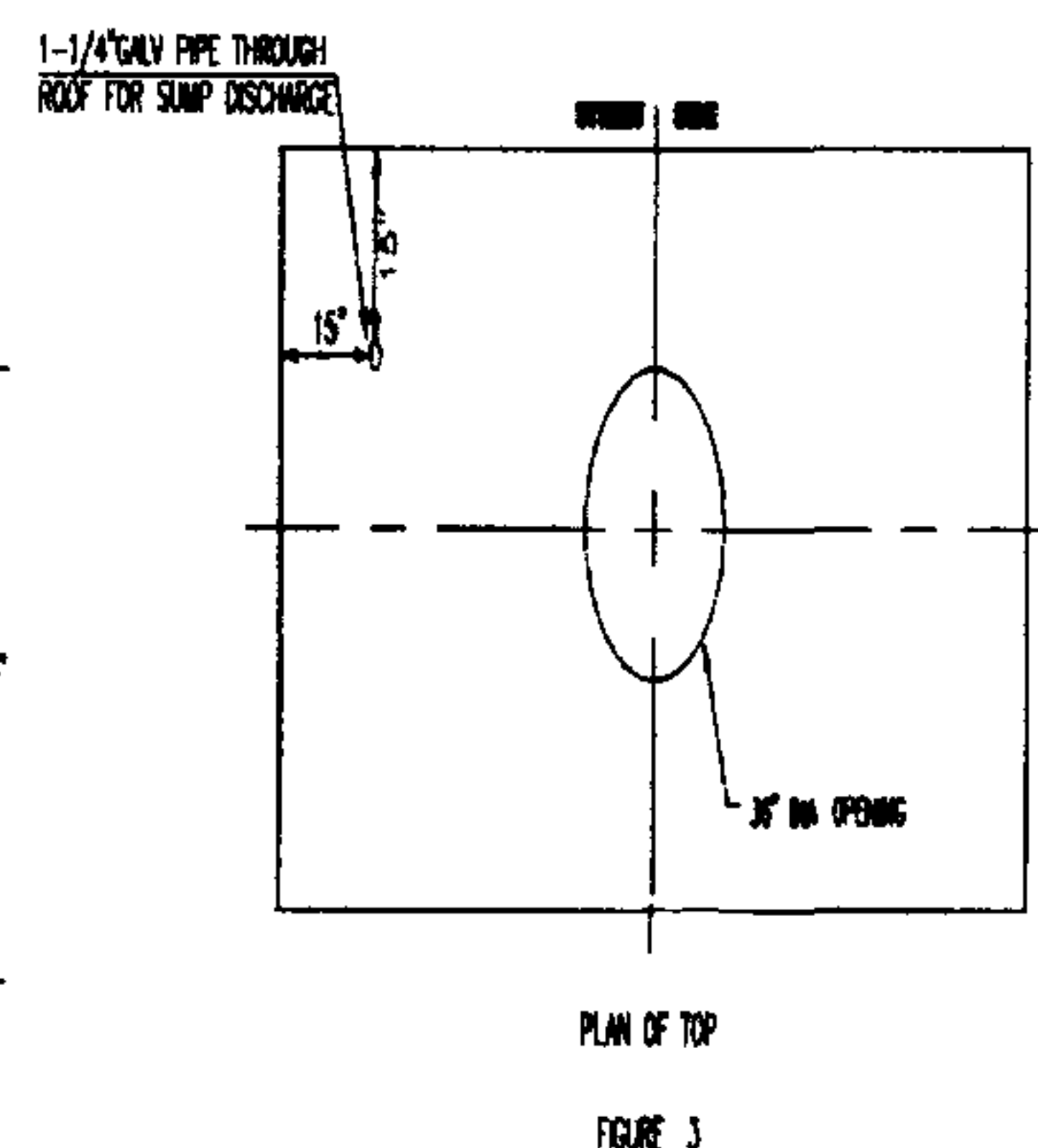
GRAVEL

6"

TYPICAL 6' x 12' x 7' PRECAST MAINHOLE

MAINHOLE

- 1 PRECAST COLLARS ARE AVAILABLE FROM THE MANUFACTURER IN 6", 8", 12", 16", 18", AND 24" HEIGHTS. COLLAR HEIGHT SHOULD BE SPECIFIED ON ORDERING WHEN ORDERING INVOICES. IF NOT SPECIFIED A 18" COLLAR WILL BE PROVIDED.
- 2 A BRICK AND MORTAR LAYER SHOULD BE INSTALLED BETWEEN THE INMANNE COVER RING AND THE PRECAST COLLAR TO ALLOW FOR LEVELING OF GROUND AND TO ALLOW FOR ADJUSTMENTS TO THE DUG LAKE TO FUTURE GAME CHANGES. A MINIMUM OF THREE LAYERS OF BRICKS IS ADVISED.
- 3 BENTH INCREASERS SHOULD ARE TYPICAL. SPECIFIC REQUES WILL DEPEND ON PRECAST COLLAR HEIGHT USED.
- 4 THE FINAL COVER SHOULD SLOPE AWAY FROM INMANNE OPENING IF POSSIBLE TO PREVENT WATER FROM BEING FUNELED INTO INMANNE.
- 5 PRECAST INMANNES WILL BE PROVIDED WITH PLATING BRACKETS, CAST IN PLACE (A) COPPER GROUND RODS 1-1/2" SQUARE SHAP BARS AND WELDED REINFORC FOR REINFORC OF CABLE BACKS.
- 6 MANUFACTURER WILL NUMBER INMANNE TO INSTALLATION SITE AND SET INMANNE IN PREPARED EXCAVATION.
- 7 GROUND RODS MUST BE DRIVEN BEFORE TOP SECTION OF INMANNE IS SET INTO POSITION.
- 8 A LEVEL, SO TO SHOW DOWN LAYER OF GROUND, OF CRACKED STONE MUST BE PROVIDED IN THE BOTTOM OF THE EXCAVATION TO SET THE INMANNE ON.
- 9 CONDUIT PILES SHALL BE SLOPED SO AS TO DRAIN INTO INMANNES.
- 10 INSTALL 1 1/4" GALV PIPE FOR SUMP PUMP DISCHARGE THIS WILL BE INSTALLED AND CURB FACE SO THAT WATER WILL DRAIN AWAY FROM THE INMANNE LOCATION.
- 11 AFTER TO POSITION INMANNE COVER AND RING.
- 12 INMANNES WILL BE LOCATED 7 FEET CHORD.
- 13 INSIDE OF INMANNE NOT TO BE FINISHED.

[illegible]

Technical drawing of a cross-section of a reinforced concrete structure, showing dimensions and reinforcement details. The drawing includes a central vertical section and two side sections. Dimensions are given in feet and inches (e.g., 1' 0", 1' 6", 2' 0", 2' 6", 3' 0", 3' 6", 4' 0", 4' 6", 5' 0", 5' 6", 6' 0", 6' 6", 7' 0", 7' 6", 8' 0", 8' 6", 9' 0", 9' 6", 10' 0", 10' 6", 11' 0", 11' 6", 12' 0", 12' 6", 13' 0", 13' 6", 14' 0", 14' 6", 15' 0", 15' 6", 16' 0", 16' 6", 17' 0", 17' 6", 18' 0", 18' 6", 19' 0", 19' 6", 20' 0", 20' 6", 21' 0", 21' 6", 22' 0", 22' 6", 23' 0", 23' 6", 24' 0", 24' 6", 25' 0", 25' 6", 26' 0", 26' 6", 27' 0", 27' 6", 28' 0", 28' 6", 29' 0", 29' 6", 30' 0", 30' 6", 31' 0", 31' 6", 32' 0", 32' 6", 33' 0", 33' 6", 34' 0", 34' 6", 35' 0", 35' 6", 36' 0", 36' 6", 37' 0", 37' 6", 38' 0", 38' 6", 39' 0", 39' 6", 40' 0", 40' 6", 41' 0", 41' 6", 42' 0", 42' 6", 43' 0", 43' 6", 44' 0", 44' 6", 45' 0", 45' 6", 46' 0", 46' 6", 47' 0", 47' 6", 48' 0", 48' 6", 49' 0", 49' 6", 50' 0", 50' 6", 51' 0", 51' 6", 52' 0", 52' 6", 53' 0", 53' 6", 54' 0", 54' 6", 55' 0", 55' 6", 56' 0", 56' 6", 57' 0", 57' 6", 58' 0", 58' 6", 59' 0", 59' 6", 60' 0", 60' 6", 61' 0", 61' 6", 62' 0", 62' 6", 63' 0", 63' 6", 64' 0", 64' 6", 65' 0", 65' 6", 66' 0", 66' 6", 67' 0", 67' 6", 68' 0", 68' 6", 69' 0", 69' 6", 70' 0", 70' 6", 71' 0", 71' 6", 72' 0", 72' 6", 73' 0", 73' 6", 74' 0", 74' 6", 75' 0", 75' 6", 76' 0", 76' 6", 77' 0", 77' 6", 78' 0", 78' 6", 79' 0", 79' 6", 80' 0", 80' 6", 81' 0", 81' 6", 82' 0", 82' 6", 83' 0", 83' 6", 84' 0", 84' 6", 85' 0", 85' 6", 86' 0", 86' 6", 87' 0", 87' 6", 88' 0", 88' 6", 89' 0", 89' 6", 90' 0", 90' 6", 91' 0", 91' 6", 92' 0", 92' 6", 93' 0", 93' 6", 94' 0", 94' 6", 95' 0", 95' 6", 96' 0", 96' 6", 97' 0", 97' 6", 98' 0", 98' 6", 99' 0", 99' 6", 100' 0", 100' 6", 101' 0", 101' 6", 102' 0", 102' 6", 103' 0", 103' 6", 104' 0", 104' 6", 105' 0", 105' 6", 106' 0", 106' 6", 107' 0", 107' 6", 108' 0", 108' 6", 109' 0", 109' 6", 110' 0", 110' 6", 111' 0", 111' 6", 112' 0", 112' 6", 113' 0", 113' 6", 114' 0", 114' 6", 115' 0", 115' 6", 116' 0", 116' 6", 117' 0", 117' 6", 118' 0", 118' 6", 119' 0", 119' 6", 120' 0", 120' 6", 121' 0", 121' 6", 122' 0", 122' 6", 123' 0", 123' 6", 124' 0", 124' 6", 125' 0", 125' 6", 126' 0", 126' 6", 127' 0", 127' 6", 128' 0", 128' 6", 129' 0", 129' 6", 130' 0", 130' 6", 131' 0", 131' 6", 132' 0", 132' 6", 133' 0", 133' 6", 134' 0", 134' 6", 135' 0", 135' 6", 136' 0", 136' 6", 137' 0", 137' 6", 138' 0", 138' 6", 139' 0", 139' 6", 140' 0", 140' 6", 141' 0", 141' 6", 142' 0", 142' 6", 143' 0", 143' 6", 144' 0", 144' 6", 145' 0", 145' 6", 146' 0", 146' 6", 147' 0", 147' 6", 148' 0", 148' 6", 149' 0", 149' 6", 150' 0", 150' 6", 151' 0", 151' 6", 152' 0", 152' 6", 153' 0", 153' 6", 154' 0", 154' 6", 155' 0", 155' 6", 156' 0", 156' 6", 157' 0", 157' 6", 158' 0", 158' 6", 159' 0", 159' 6", 160' 0", 160' 6", 161' 0", 161' 6", 162' 0", 162' 6", 163' 0", 163' 6", 164' 0", 164' 6", 165' 0", 165' 6", 166' 0", 166' 6", 167' 0", 167' 6", 168' 0", 168' 6", 169' 0", 169' 6", 170' 0", 170' 6", 171' 0", 171' 6", 172' 0", 172' 6", 173' 0", 173' 6", 174' 0", 174' 6", 175' 0", 175' 6", 176' 0", 176' 6", 177' 0", 177' 6", 178' 0", 178' 6", 179' 0", 179' 6", 180' 0", 180' 6", 181' 0", 181' 6", 182' 0", 182' 6", 183' 0", 183' 6", 184' 0", 184' 6", 185' 0", 185' 6", 186' 0", 186' 6", 187' 0", 187' 6", 188' 0", 188' 6", 189' 0", 189' 6", 190' 0", 190' 6", 191' 0", 191' 6", 192' 0", 192' 6", 193' 0", 193' 6", 194' 0", 194' 6", 195' 0", 195' 6", 196' 0", 196' 6", 197' 0", 197' 6", 198' 0", 198' 6", 199' 0", 199' 6", 200' 0", 200' 6", 201' 0", 201' 6", 202' 0", 202' 6", 203' 0", 203' 6", 204' 0", 204' 6", 205' 0", 205' 6", 206' 0", 206' 6", 207' 0", 207' 6", 208' 0", 208' 6", 209' 0", 209' 6", 210' 0", 210' 6", 211' 0", 211' 6", 212' 0", 212' 6", 213' 0", 213' 6", 214' 0", 214' 6", 215' 0", 215' 6", 216' 0", 216' 6", 217' 0", 217' 6", 218' 0", 218' 6", 219' 0", 219' 6", 220' 0", 220' 6", 221' 0", 221' 6", 222' 0", 222' 6", 223' 0", 223' 6", 224' 0", 224' 6", 225' 0", 225' 6", 226' 0", 226' 6", 227' 0", 227' 6", 228' 0", 228' 6", 229' 0", 229' 6", 230' 0", 230' 6", 231' 0", 231' 6", 232' 0", 232' 6", 233' 0", 233' 6", 234' 0", 234' 6", 235' 0", 235' 6", 236' 0", 236' 6", 237' 0", 237' 6", 238' 0", 238' 6", 239' 0", 239' 6", 240' 0", 240' 6", 241' 0", 241' 6", 242' 0", 242' 6", 243' 0", 243' 6", 244' 0", 244' 6", 245' 0", 245' 6", 246' 0", 246' 6", 247' 0", 247' 6", 248' 0", 248' 6", 249' 0", 249' 6", 250' 0", 250' 6", 251' 0", 251' 6", 252' 0", 252' 6", 253' 0", 253' 6", 254' 0", 254' 6", 255' 0", 255' 6", 256' 0", 256' 6", 257' 0", 257' 6", 258' 0", 258' 6", 259' 0", 259' 6", 260' 0", 260' 6", 261' 0", 261' 6", 262' 0", 262' 6", 263' 0", 263' 6", 264' 0", 264' 6", 265' 0", 265' 6", 266'

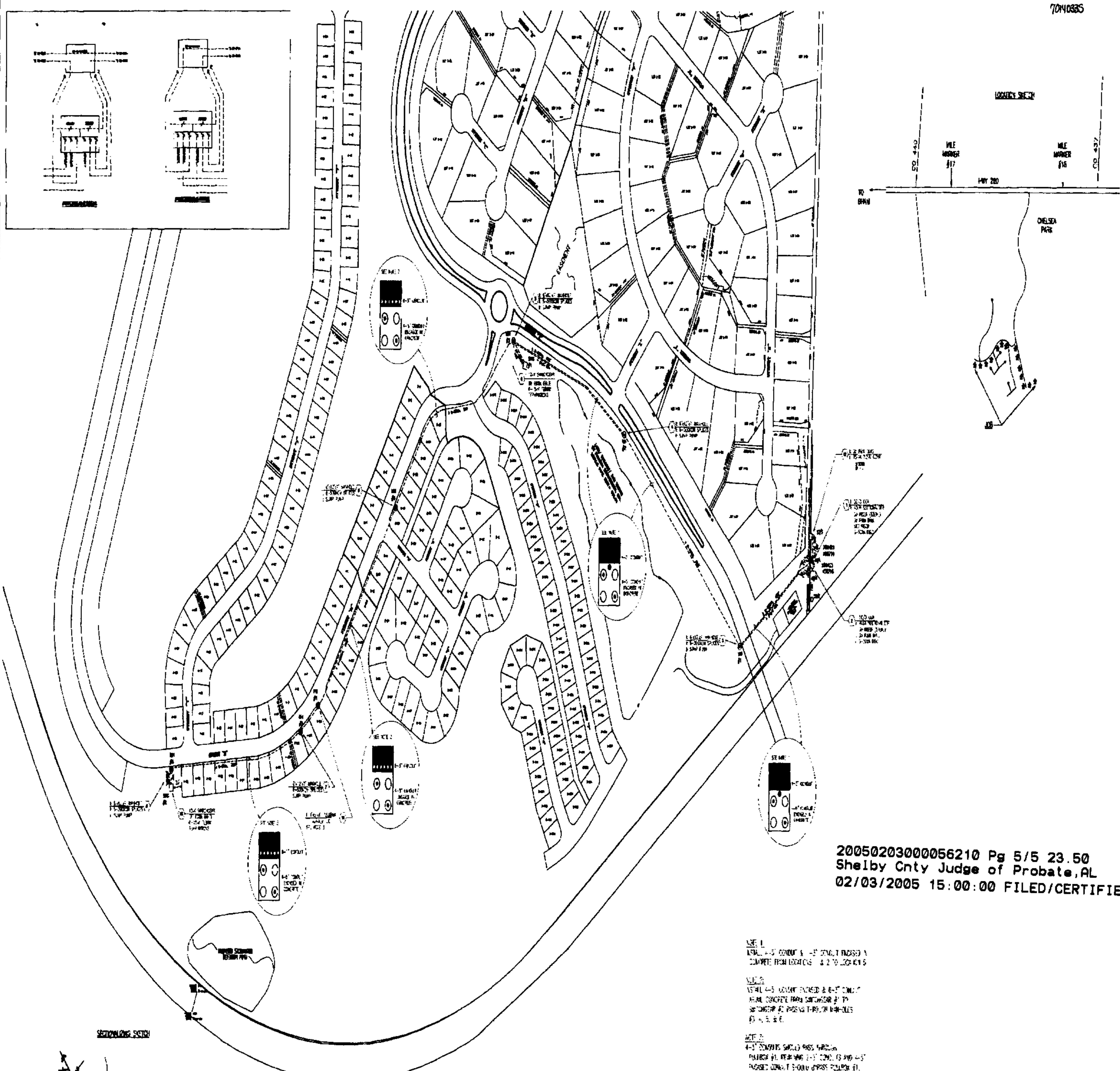
A rectangular sign with a black border. Inside, there are four identical ovals arranged in a 2x2 grid. Each oval contains the text "5\".

**ANY CONSTRUCTION FIELD CHANGES**  
**ARE SHOWN IN RED ON THIS PRINT.**

JOB POWER DELIVERY - BIRMINGHAM SOUTH  
DETAIL CHELSEA PARK  
DUCT BANK

MAP REF

SEC- 36, TP-195, R-1W



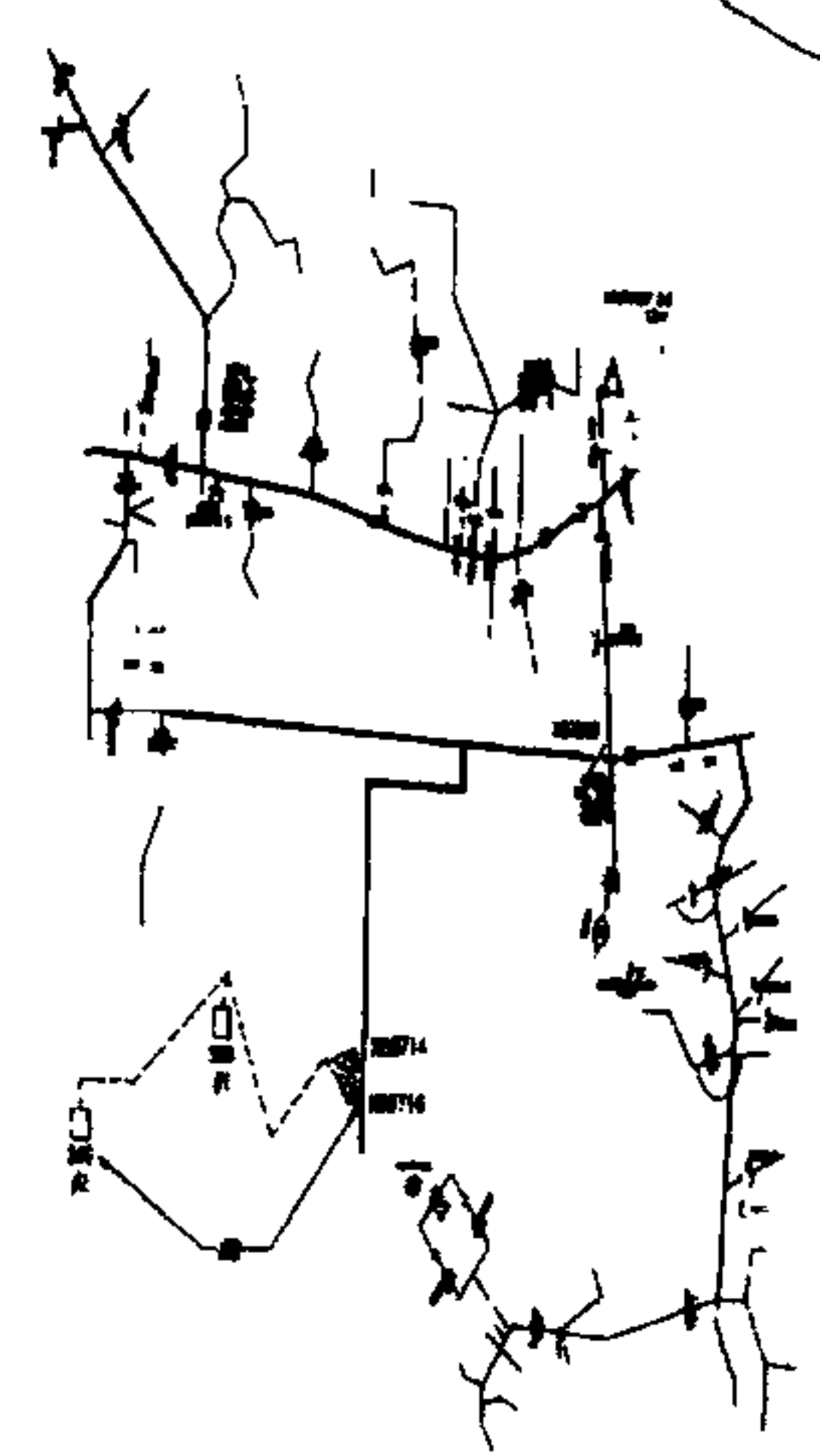
20050203000056210 Pg 5/5 23.50  
Shelby Cnty Judge of Probate, AL  
02/03/2005 15:00:00 FILED/CERTIFIED

NOTE 1:  
ALL 4-8" CONCRETE & 4-8" STEEL PIPES & COMPLETE FROM LOCATIONS 4 & 2 TO LOCATIONS 5

NOTE 2:  
ALL 4-8" CONCRETE PIPES & 4-8" STEEL PIPES SHALL BE CONCRETE FROM LOCATIONS 4 & 2 TO LOCATIONS 5

NOTE 3:  
4-8" CONCRETE SHALL PASS THROUGH THE 4-8" CONCRETE PIPES & 4-8" STEEL PIPES

- NOTES
- 1. ERECTION BASED ON DATA PER LOT.
  - 2. ALL ROAD CROSSINGS WILL COMPLY WITH SHELBY COUNTY REQUIREMENTS.
  - 3. WOOD CASE CABLE SHALL BE 5' FROM DRAINAGE AS TO MINIMUM 10' FROM DRAINAGE MAXIMUM.
  - 4. ALL COMPACTOR TO PERFORM ALL ERECTION, ASHALL AL CABLE CONDUITS, TRANSFORMER PADS, AND ERECTION ROSS



SEE ELECTRICAL LINE WORK  
OBTAIN A WORK PERMIT @  
SHELBY COUNTY JUDGE OF PROBATE, AL  
FEES: \$1.00 PER PAGE

SWITCHGEAR RISKER LOADING

| SWITCHGEAR | SWITCH # | NORMAL | EMERGENCY |
|------------|----------|--------|-----------|
| SWG        | XD-9341  | 40 A   | 100 A     |
| SWG        | XD-9357  | 64 A   | 100 A     |
| SWG        | XD-9343  | 42 A   | 100 A     |
| SWG        | XD-9359  | 38 A   | 100 A     |
| SWG        | XD-9347  | 68 A   | 100 A     |

CONSTRUCTION COMPLETE:

DATE: \_\_\_\_\_

**ANY CONSTRUCTION FIELD CHANGES  
ARE SHOWN IN RED ON THIS PRINT.**

TOWN: \_\_\_\_\_  
COUNTY: \_\_\_\_\_

ALABAMA POWER COMPANY  
POWER DELIVERY - SHELBY COUNTY, AL  
POWER DELIVERY