

EASEMENT - DISTRIBUTION FACILITIES  
(Metes and Bounds)

TO BE RECORDED: YES X NO       

20050203000056370 Pg 1/3 17.50  
Shelby Cnty Judge of Probate, AL  
02/03/2005 15:00:00 FILED/CERTIFIED

STATE OF ALABAMA }  
COUNTY OF Shelby }

W.E. No. 61700-08-0074-900

Parcel No. 76141457

TAX ID # 58-36-2-03-1-002-010.000 Transformer No.       

58-36-2-03-1-002-011.000

A. GRANT KNOW ALL MEN BY THESE PRESENTS, That Redwood Development Co. Inc.

Alabama Power Company

P. O. Box 2641

Birmingham, Alabama 35291

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"):

A parcel of land in the North 1/2 of the NE 1/4 of Section 3,  
Township 24 North, Range 12 East as is recorded in Deed Record  
1994/14297 and 1999/19863 in the office of the Judge of Probate  
of Shelby County, Alabama.

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) <sup>it's</sup> has/have set his/her hand(s) and seal(s) this the 31st day of October, 2001.

Witness

(Grantor)

(SEAL)

Witness

Redwood Development Co. Inc.

(SEAL)

(Grantor)

By: Hilary H. Henderson (SEAL)

As: Per

Witness

HILARY H. HENDERSON

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

ATTEST (if corporation) or WITNESS: \_\_\_\_\_  
(Grantor - Name of Corporation/Partnership/LLC)  
By: \_\_\_\_\_ (SEAL)  
Its: \_\_\_\_\_  
[indicate President, General Partner, Member, etc.]

INDIVIDUAL NOTARIES

STATE OF ALABAMA }  
COUNTY OF Shelby }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Hilary H. Henderson III  
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 31<sup>st</sup> day of October, 2001.

[SEAL]

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

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 \_\_\_\_\_ }

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

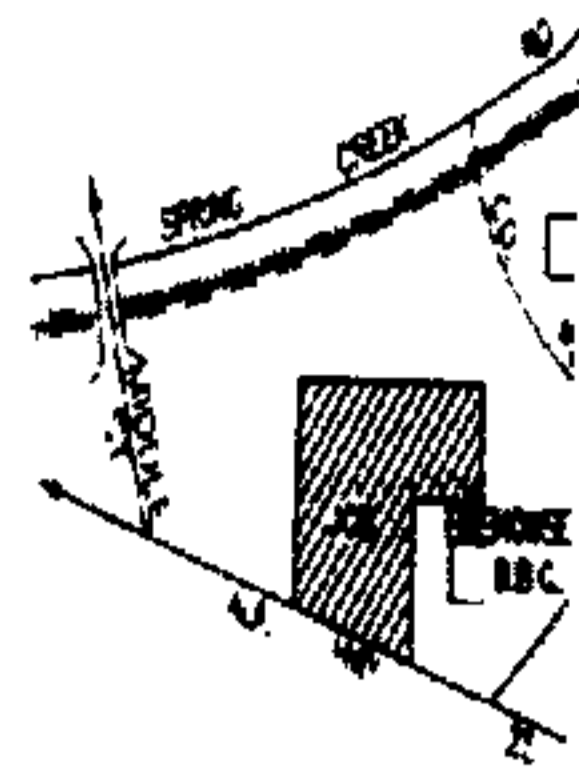
[SEAL]

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

For Alabama Power Company Corporate Real Estate Department Use Only

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

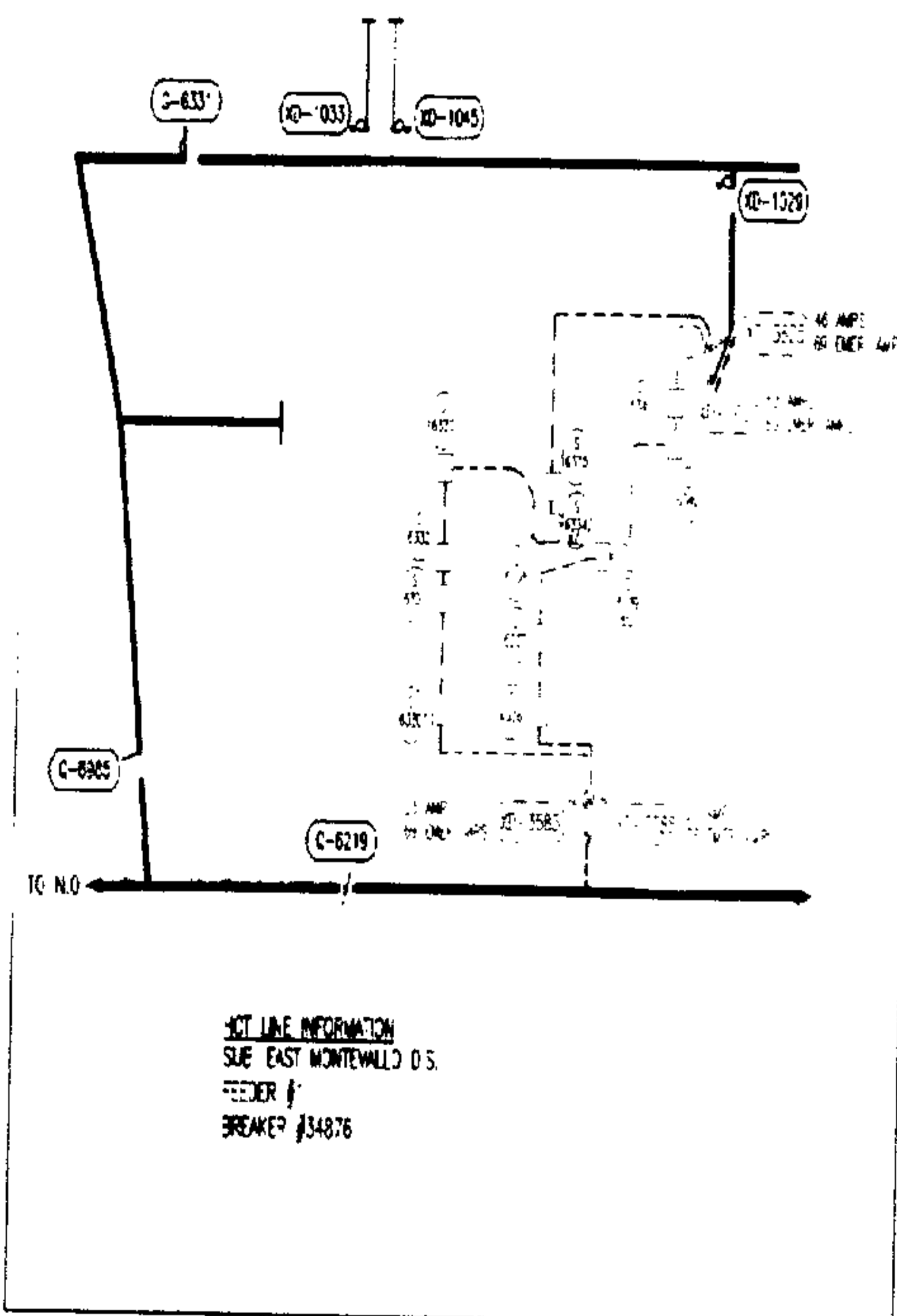
# LOCATION SKETCH



## NOTES

1. PRIMARY CONDUCTOR T 1/0 ADJ 15KV G
2. SERVICE CONDUCTORS 1/4" - 2/500 AL
3. METER SOCKETS TO BE
4. APCO CONTRACTOR TO FACILITIES EXCEPT SER ADMINISTRATION BLDG.

## SECTIONALIZING SKETCH



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PULL	TENSION	SAG
RED #1	521	130.37
RED #2	218	54.55
RED #3	467	116.9
RED #4	625	57.38
GREEN #1	525	131
GREEN #2	337	84
GREEN #3	506	27
GREEN #4	486	21

0 40 80  
PLAN SCALE

TOWN: MONTEVALLO COUNTY: SHELBY  
MAP REF: 50230 SEC- 3 TP-24M, R-123  
DRAWN: JN ENGR: C. CROUCH DATE: 05/15/99  
APPROVED: DATE: SHEET 1 OF 1 SHEETS  
SUPERSEDES: C-61700

ALABAMA POWER CO.

SOUTH REGION DISTRIBUTION

DETAIL SKYVIEW APARTMENTS

SCALE 1"=40' PLOTTED 1

SHEET 1 OF 1 SHEETS

SUPERSEDES

C-61700

\*\* APCO TO HILL BELL  
SOUTH \$712.50 FOR  
SETTING POLE.