

**EASEMENT - DISTRIBUTION FACILITIES**  
(Metes and Bounds)

TO BE RECORDED: YES X NO       

This instrument prepared by:

STATE OF ALABAMA }  
COUNTY OF Shelby }  
TAX ID #                     

W.E. No. 61700-00-0438-400  
Parcel No. 70153024  
Transformer No.                     

Kamy D. Swartz  
Alabama Power Company  
P. O. Box 2641  
Birmingham, Alabama 35291

**A. GRANT** KNOW ALL MEN BY THESE PRESENTS, That Timberline Golf Club LLC

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 SW1/4 of Section 23, Township 22 South, Range  
2 West as is recorded in Deed Record 2001/54481 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) has/have set <sup>it's</sup> ~~his/her~~ hand(s) and seal(s) this the 25<sup>th</sup> day of February, 20 05.

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

Timberline Golf Club LLC  
(Grantor) (SEAL)

\_\_\_\_\_  
Witness

By [Signature] (SEAL)  
As: Its Manager

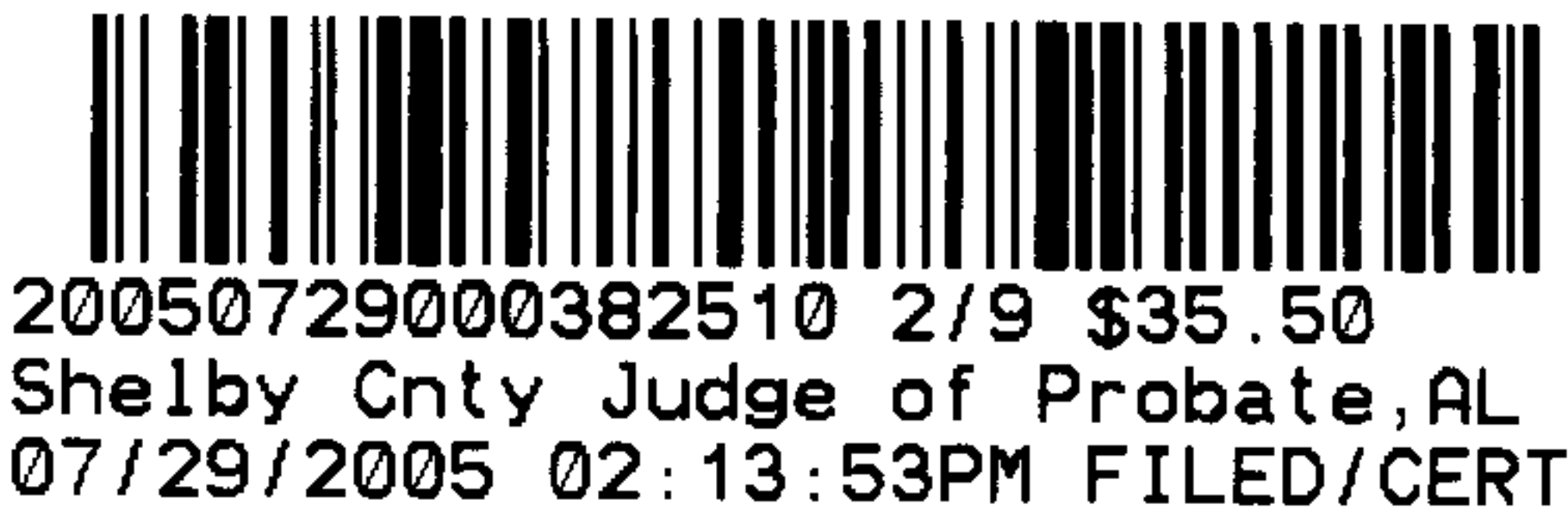


IN WITNESS WHEREOF, the said Grantor, has caused this instrument to be executed by \_\_\_\_\_ its authorized representative, as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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 \_\_\_\_\_ }  
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 Larry Clayton whose name as Manager of Timberline Golf Club LLC 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 Manager and with full authority, executed the same voluntarily for and as the act of said Manager [acting in such capacity as aforesaid].  
Given under my hand and official seal, this the 25th day of February, 2005.  
[SEAL] 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: Sta # 1 + 225 to Sta # 6 + 55  
Guy on Sta # 3, 4, 5



[illegible]

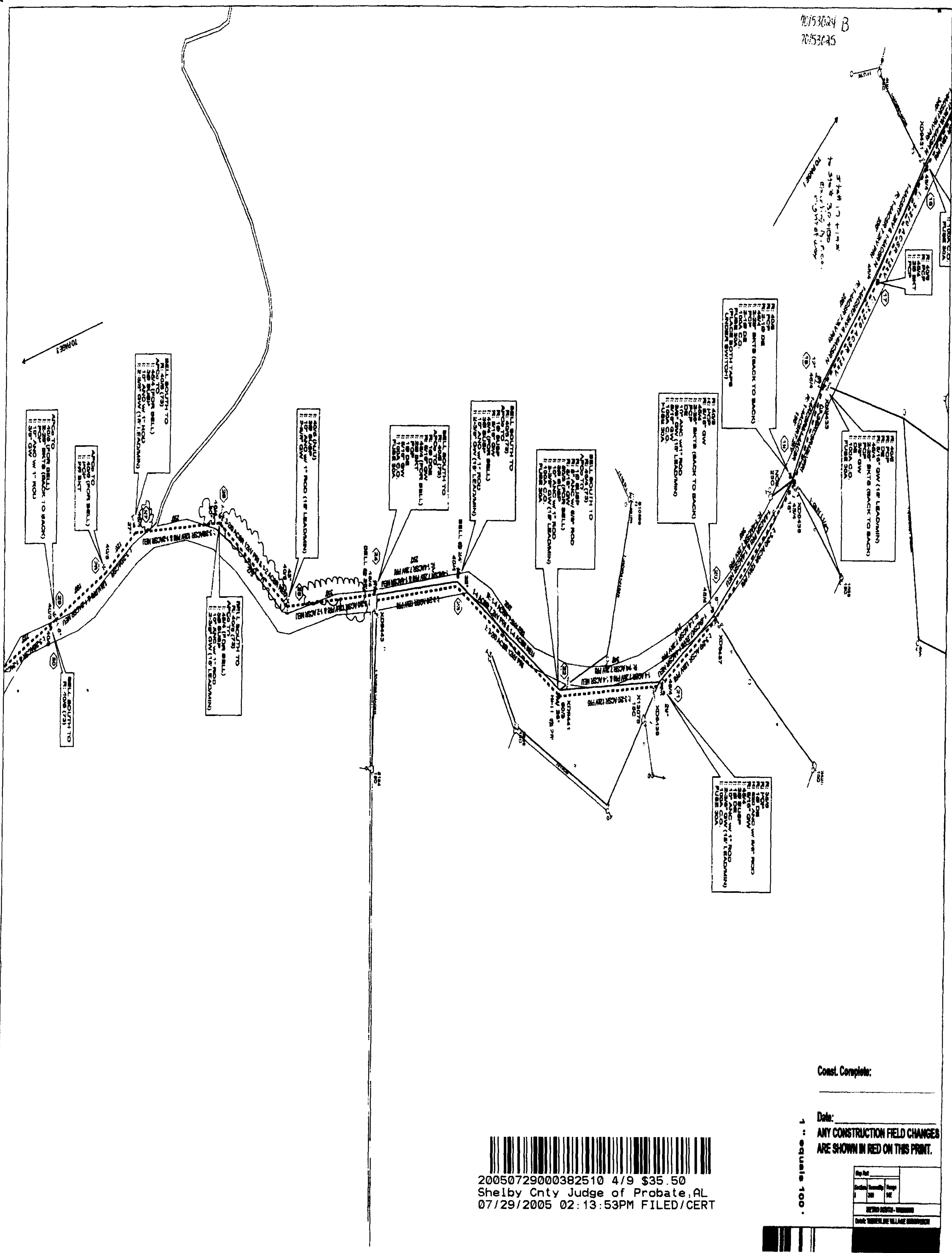
Date: \_\_\_\_\_  
 ANY CONSTRUCTION FIELD CHANGES  
 ARE SHOWN IN RED ON THIS PRINT.

20050729000382510 3/9 \$35.50  
Shelby Cnty Judge of Probate, AL  
07/29/2005 02:13:53PM FILED/CERT

			Ship Ind.	
			Shells	Pumps
			23	265
				80W
			REEDS SOUTH - WOODING	
			Reeds: REEDSBURG VILLAGE COMMUNITY	
			(STANDARD FORM)	
Town:	CALDA	County:	SHELBY	
Engineer:	BRIAN MERRON	"Type":	70"	SIZE: 100000



70153024 B  
70153025



Const. Complete:

Date:

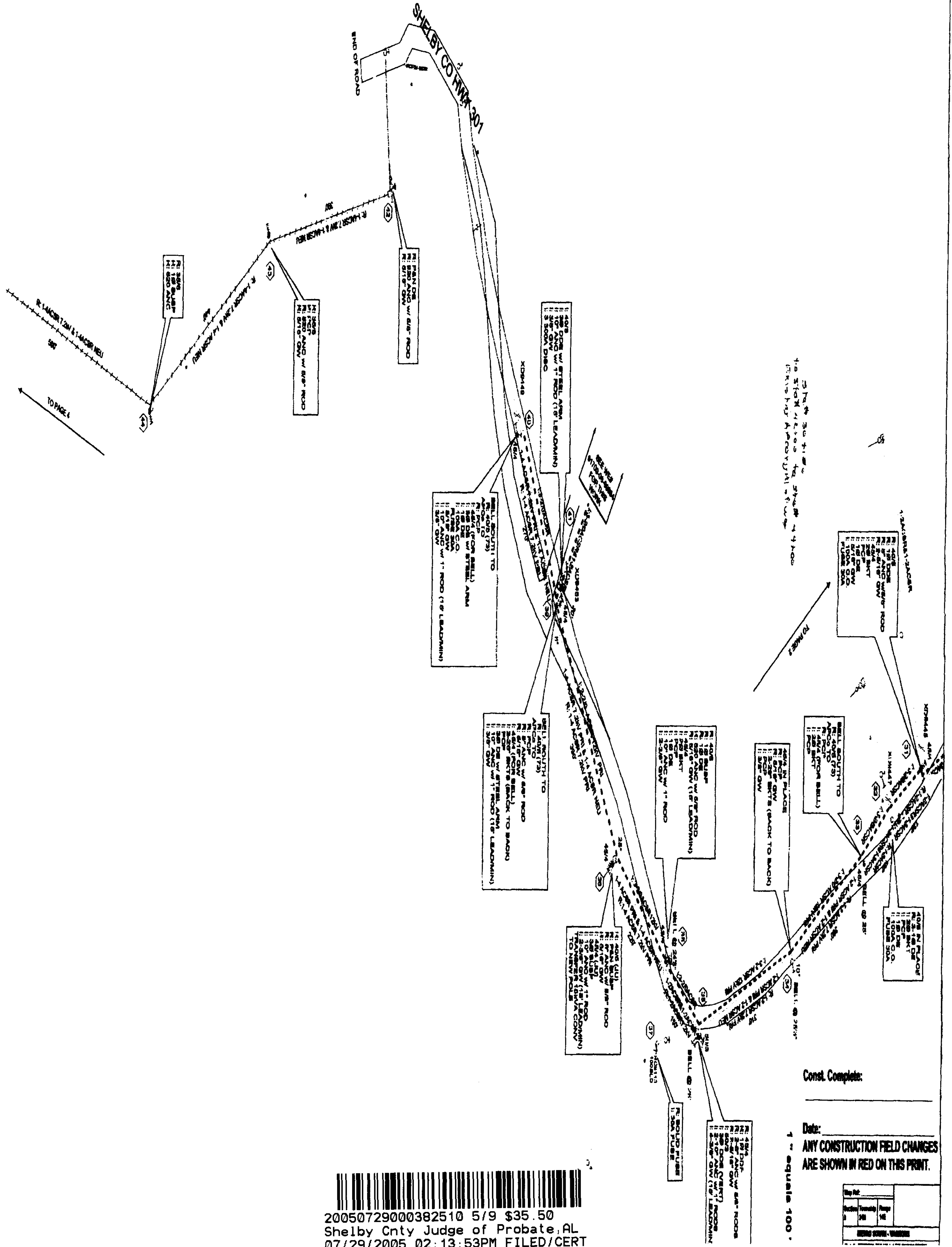
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1" equals 100'

20050729000382510 4/9 \$35.50  
Shelby Cnty Judge of Probate, AL  
07/29/2005 02:13:53PM FILED/CERT

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76153625



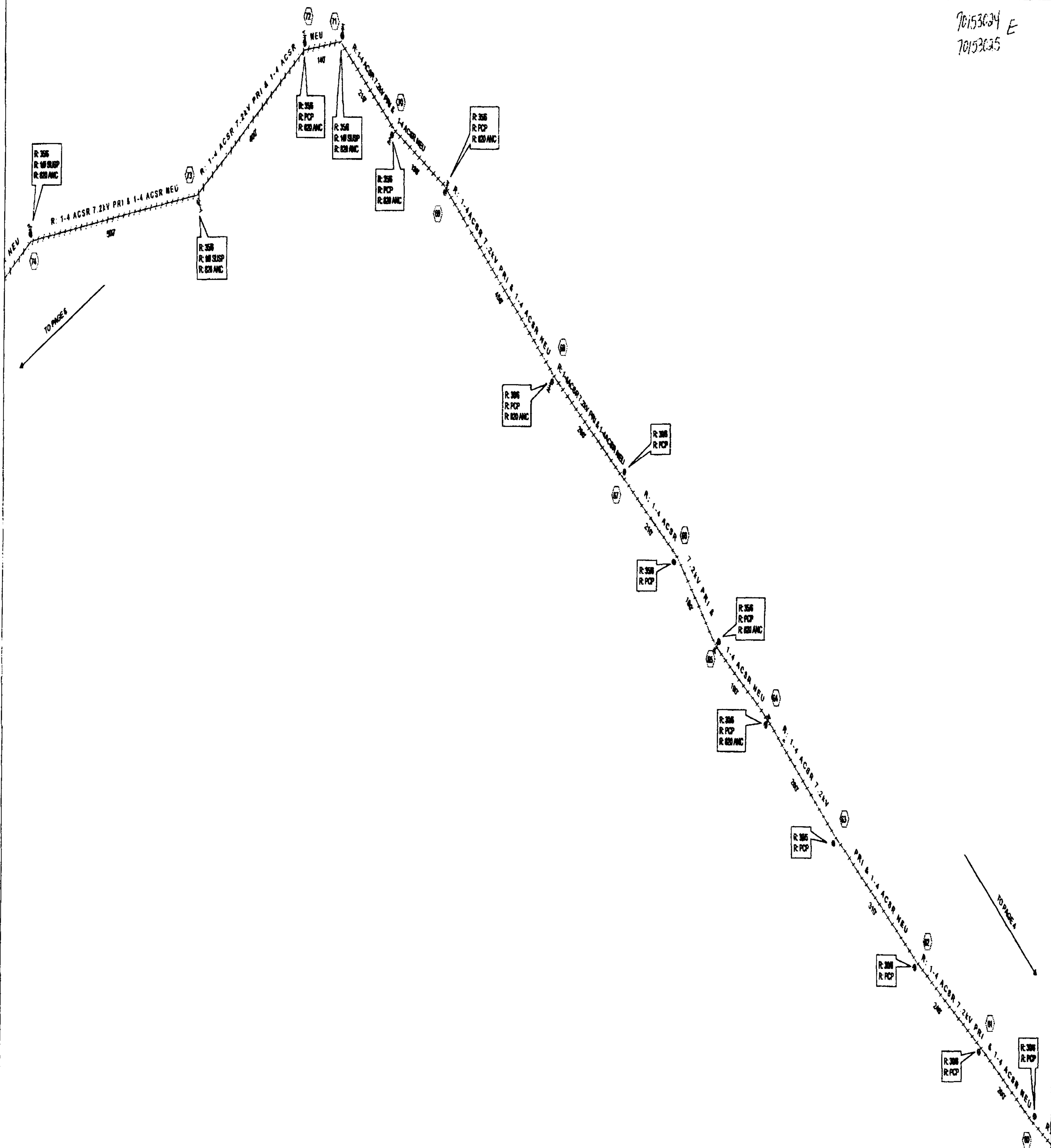
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Shelby Cnty Judge of Probate, AL  
07/29/2005 02:13:53PM FILED/CERT

Const. Complete:  
Date:  
ANY CONSTRUCTION FIELD CHANGES  
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Map No.	
Section	Page
100	100







Sh# 60 too to  
Sh# 74700  
Rising APLO  
R.C.W.

**Const Complete:**

Date: \_\_\_\_\_  
**ANY CONSTRUCTION FIELD CHANGES  
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20050729000382510 7/9 \$35.50  
Shelby Cnty Judge of Probate, AL  
07/29/2005 02:13:53PM FILED/CERT

		Buy Ref: _____		
Order #	Transmit 200	Range 100		
NETO DOWNS - WARRIOR				
Radio: THREE LINE VILLAGE WARRIOR				
Trans: CALERA	COUNTY: SHELBY	(HYPERION PARKING)		
Engineer: FRANK HERRMAN		1" square 100'	100'x100' (HARRIS)	

70153024 F  
70153025

R 358  
R 100 SUP  
R 100 INC

R 1-4 ACSR 7.2kV PRI & 1-4 ACSR NEU

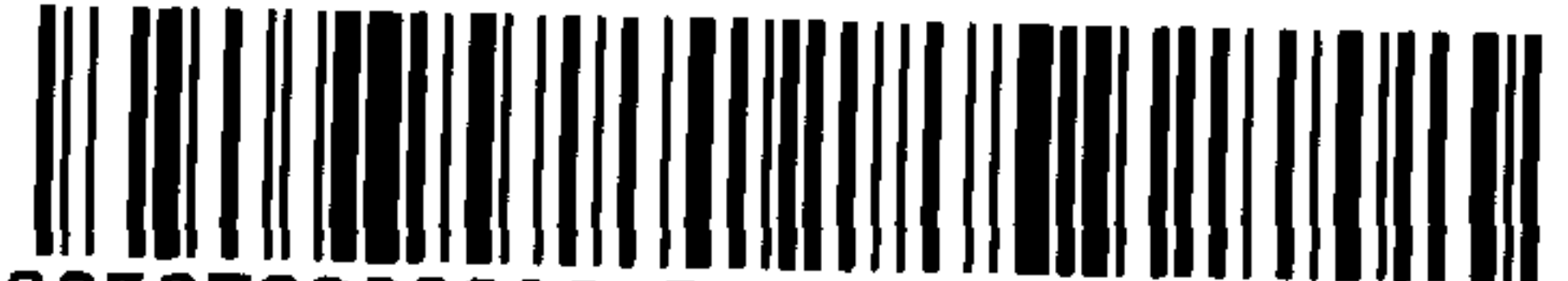
TO PAGE 5

R 358  
R 100 SUP  
R 100 INC

Steel 7440 to  
Steel 77400  
(Shelby A.P.C. & Right of way)

R 100  
R 100 SUP  
R 100 INC  
R 100

R 358  
R 100 SUP  
R 100 INC



20050729000382510 8/9 \$35.50  
Shelby Cnty Judge of Probate, AL  
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Const. Complete:

Date:

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Project Name	
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Project Location	
Project Description	
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Project Time	
Project User	
Project Email	
Project Phone	
Project Fax	
Project Website	
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Project City	
Project State	
Project Zip	
Project Country	
Project Language	
Project Currency	
Project Units	
Project Timezone	
Project Calendar	
Project Theme	
Project Skin	
Project Version	
Project Build	
Project Release	
Project Support	
Project License	
Project Terms	
Project Privacy	
Project Security	
Project Backup	
Project Restore	
Project Upgrade	
Project Patch	
Project Config	
Project Log	
Project Audit	
Project Monitor	
Project Control	
Project Admin	
Project User	
Project Role	
Project Permission	
Project Access	
Project Deny	
Project Restrict	
Project Limit	
Project Quota	
Project Priority	
Project Queue	
Project Delay	
Project Timeout	
Project Cancel	
Project Abort	
Project Kill	
Project Stop	
Project Restart	
Project Resume	
Project Continue	
Project End	



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