

EASEMENT - DISTRIBUTION FACILITIES
(Metes and Bounds)

TO BE RECORDED: YES NO

ETA Had To FA 74 00
This instrument prepared by:

Jeff J. Callicott

STATE OF ALABAMA }
COUNTY OF Shelby }
TAX ID # 23-3-08-0-001-001.000

W.E. No. 61700-06-00045
Parcel No. 70154341
Transformer No. _____

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

A. GRANT KNOW ALL MEN BY THESE PRESENTS, That Lacey's Grove, 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"):

For legal description, see Exhibit "A" attached hereto and made a part hereof.

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 9th day of May, 2005.

Witness

(Grantor)

Witness

Lacey's Grove, LLC (SEAL)
(Grantor)

Witness

By: P.K. [Signature] (SEAL)
As: Member

Shelby County, AL 08/03/2005
State of Alabama

Deed Tax: \$.50

20050803000393820 1/4 \$20.50
Shelby Cnty Judge of Probate, AL
08/03/2005 01:45:08PM FILED/CERT

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:

By: _____
Its: _____

(Grantor - Name of Corporation/Partnership/LLC)
By: _____ (SEAL)
Its: _____
[indicate President, General Partner, Member, etc.]

INDIVIDUAL NOTARIES

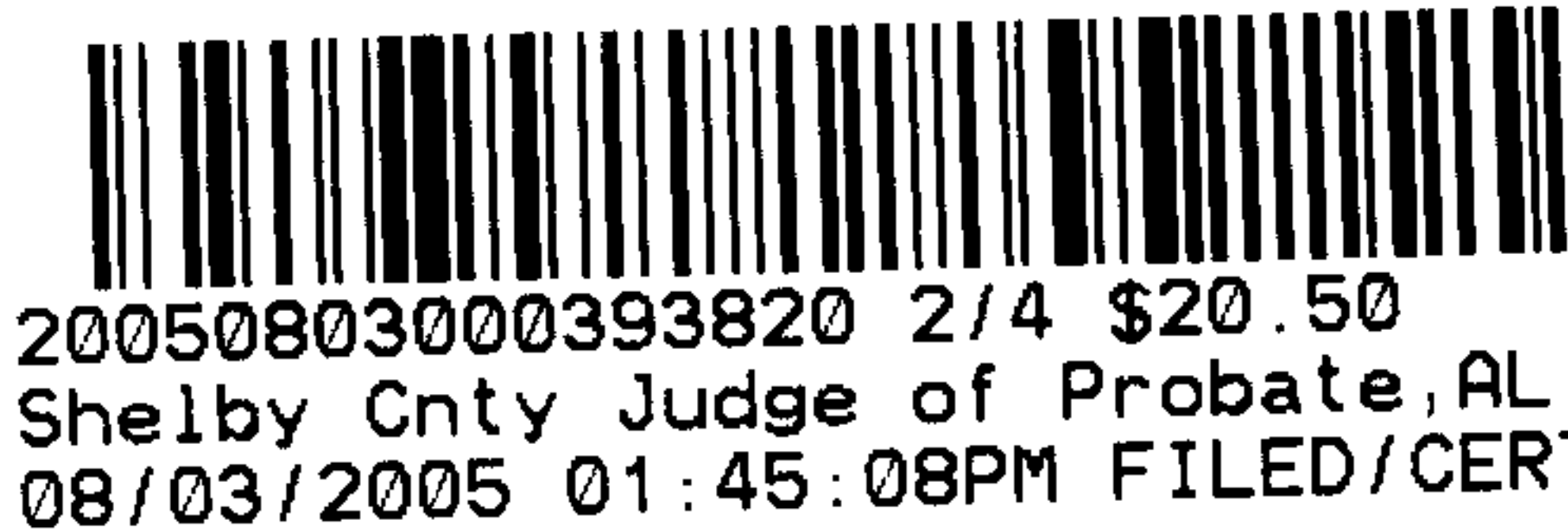
STATE OF ALABAMA }
COUNTY OF _____ }

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 P.K. Smartt whose name as Member of Lacey's Grove LLC a Alabama LLC [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 Member and with full authority, executed the same voluntarily for and as the act of said LLC [acting in such capacity as aforesaid].

Given under my hand and official seal, this the 9th day of May, 2005.

[SEAL]

Holly M. Hargrove
Notary Public
My commission expires: 2-11-07

For Alabama Power Company Corporate Real Estate Department Use Only

All facilities on Grantor: _____ Station to Station: _____

EXHIBIT "A"

61700-06-00045



20050803000393820 3/4 \$20.50
Shelby Cnty Judge of Probate, AL
08/03/2005 01:45:08PM FILED/CERT

PARCEL I:

Begin at the Southwest corner of the Southeast Quarter of the Northeast Quarter of Section 8, Township 21 South, Range 3 West, Huntsville Principal Meridian, Shelby County, Alabama; thence North 01°08'57" East, along and with the East line of said quarter-quarter section, 1326.59 feet to the Northwest corner of said quarter-quarter section; thence South 88°14'04" East, along and with the North line of said quarter-quarter section, 1211.57 feet to a point; thence South 01°16'01" West 925.97 feet to a point; thence South 86°57'08" East 123.79 feet to a point; thence South 89°05'57" East 993.95 feet to the Westerly right-of-way margin of Shelby County Highway #17; thence South 02°27'06" West 400.31 feet to a point on the South line of the Southwest quarter of the Northwest quarter of Section 9; thence North 88°51'54" West, along and with the South line of said quarter-quarter section, 985.08 feet to the southwest corner of said quarter-quarter section; thence North 88°18'25" West, along and with the South line of the Southeast quarter of the Northeast quarter of Section 8, 1333.13 feet to the point of beginning, containing 47.01 acres, more or less.

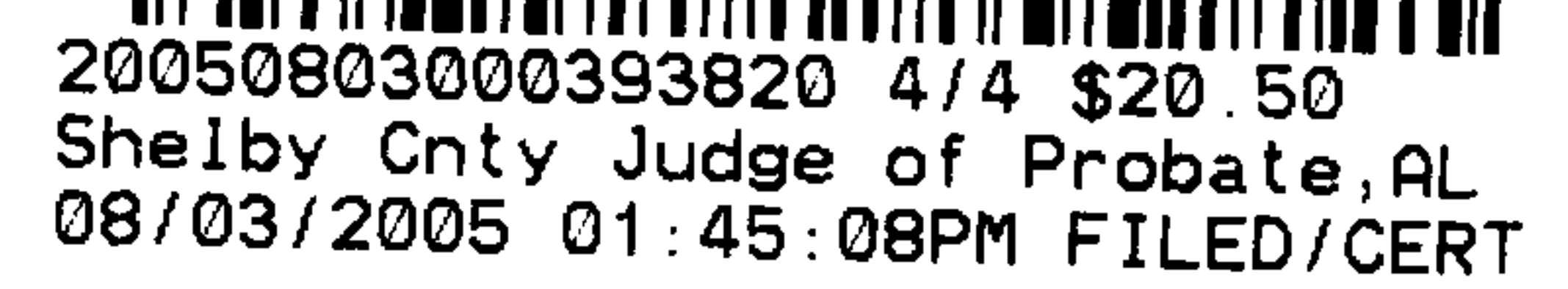
PARCEL II:

Commence at the Southwest corner of the Southeast Quarter of the Northeast Quarter of Section 8, Township 21 South, Range 3 West, Huntsville Principal Meridian, Shelby County, Alabama; thence North 01°08'57" East, along and with the East line of said quarter-quarter section, 1326.32 feet to a point being the Point of Beginning; thence continue North 01°08'57" East along the West line of the Northeast quarter of the Northeast quarter of said Section 8,

1324.48 feet to a point at the Northwest corner of said quarter-quarter section; thence South 88°15'09" East, along the North line of said quarter-quarter section, 1336.32 feet to the Northeast corner of said Section 8; thence South 89°08'15" East along and with the North line of the Northwest quarter of the Northwest quarter of Section 9, Township 21 South, Range 3 West, Huntsville Principal Meridian, Shelby County, Alabama, 808.87 feet to a point in the centerline of Beaver Dam Creek; thence southerly and easterly along the centerline of said Beaver Dam Creek the following 19 calls; South 06°18'21" West, 84.48 feet to a point; thence North 79°28'30" West, 44.25 feet to a point; thence South 75°17'28" West, 51.07 feet to a point; thence South 26°41'24" West, 51.48 feet to a point; thence South 06°57'58" West, 14.02 feet to a point; thence South 73°30'09" East, 26.77 feet to a point; thence South 52°33'57" East, 121.10 feet to a point; thence South 07°05'54" West, 48.55 feet to a point; thence South 60°00'07" East, 33.24 feet to a point; thence South 24°37'24" East, 93.31 feet to a point; thence South 64°08'32" East, 58.15 feet to a point; thence South 27°00'36" East, 39.50 feet to a point; thence South 18°03'07" West, 42.69 feet to a point; thence South 45°18'54" East, 85.64 feet to a point; thence South 40°39'55" East, 135.24 feet to a point; thence South 30°02'38" West, 31.16 feet to a point; thence South 31°22'04" West, 17.00 feet to a point; thence South 73°15'54" West, 115.67 feet to a point; thence South 35°42'48" East, 108.55 feet to a point; thence leaving said Beaver Dam Creek centerline, South 89°53'10" West, 919.55 feet to a point; thence North 88°36'16" West, 125.19 feet to a point; thence South 01°16'01" West, 503.45 feet to a point on the South line of the Northeast quarter of the Northeast quarter of Section 8, Township 21 South, Range 3 West, Huntsville Principal Meridian, Shelby County, Alabama; thence along and with said South quarter-quarter section line North 88°14'04" West, 1211.57 feet to the Point of Beginning, said tract containing 55.89 acres, more or less.

PARCEL III:

Commencing at the Southeast corner of the Northeast Quarter of the Southwest Quarter of Section 8, Township 21 South, Range 3 West, Huntsville Principal Meridian, Shelby County, Alabama; thence North 01°08'57" East, 490.40 feet to the Point of Beginning; thence North 88°18'23" West, 1335.41 feet to a point on the West line of said quarter-quarter section; thence North 01°03'13" East 2161.97 feet to the Northwest corner of the Northwest quarter of the Northeast quarter; thence South 88°15'09" East, along and with the North line of said quarter-quarter section, 1339.03 feet to the Northeast corner of said quarter-quarter section; thence South 01°08'57" West, along and with the East line of said quarter-quarter section 2160.67 feet to the Point of Beginning, containing 66.34 acres, more or less.



SECTIONALIZING SKETCH



DATE: _____

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

AUTOMATED DRAWING - MAKE NO MANUAL REVS

ALABAMA POWER COMPANY

JOE POWER DELIVERY - BIRMINGHAM SC

DETAIL LACEY'S GROVE SUBDIVISION
PROVIDE SERVICE TO PUMPING 5

PROVIDE SERVICE TO PUMPING S

100

NOTES:

1. PRIMARY CABLE TO BE VOLTAGE CLASS 35KV, 1/0 AL.
2. APCO CONTRACTOR TO PERFORM ALL TRENCHING, INSTALL ALL CABLE, CONDUITS, AND PULLBOXES.
3. DEVELOPER TO PROVIDE PAD FOR 36 TRANSFORMER.

HEAVY LOADING

SUBJECT	EXISTING	PROPOSED
ED-907	61A	156A
ED-909	60A	132A
ED-911	40A	40A
ED-913	4	40A
ED-915	72A	132A
ED-917	88A	156A

0 100 200

PLAN SCALE

TOWNSHIP: COUNTY:

IMAP REF.

SEC- TP- R-

