

EASEMENT - DISTRIBUTION FACILITIES
(Metes and Bounds)

TO BE RECORDED: YES X NO

This instrument prepared by:

Larry D. Gravelle

Alabama Power Company

P. O. Box 2641

Birmingham, Alabama 35291

STATE OF ALABAMA }
COUNTY OF Shelby }
TAX ID #

W.E. No. 61700-08-0037-500
Parcel No. 70154940
Transformer No.

A. **GRANT** KNOW ALL MEN BY THESE PRESENTS, That Price Hightower
Brett Winford

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 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 the NW1/4 of Section 5,
Township 22 South, Range 2 West as is recorded in Deed Record
2005/119290 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 ~~his~~ ^{their} hand(s) and seal(s) this 20th day of May, 2005.

Sandy Reeves
Witness

Sandy Reeves
Witness

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

Deed Tax: \$.50

Price Hightower
(Grantor) (SEAL)

Brett Winford
(Grantor) (SEAL)

By: _____ (SEAL)
As:



20050803000393910 1/4 \$20.50
Shelby Cnty Judge of Probate, AL
08/03/2005 01:45:17PM FILED/CERT

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: _____



20050803000393910 2/4 \$20.50
Shelby Cnty Judge of Probate, AL
08/03/2005 01:45:17PM FILED/CERT

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: _____

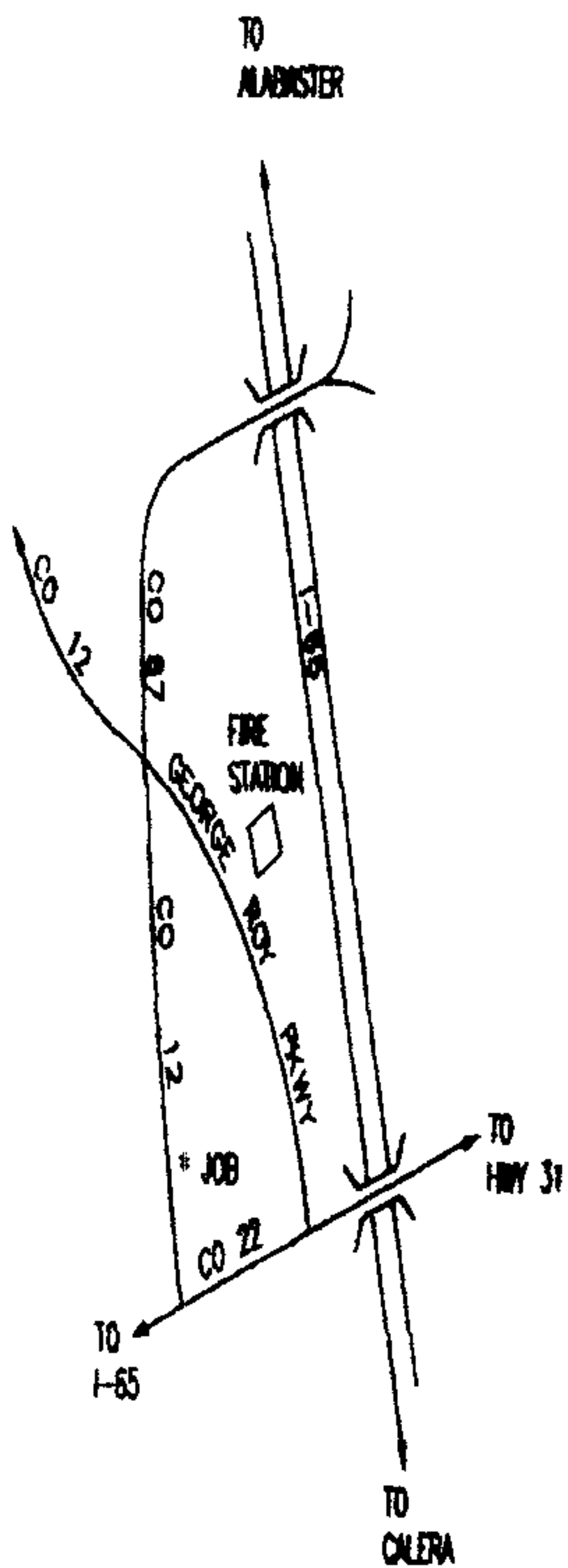
For Alabama Power Company Corporate Real Estate Department Use Only

All facilities on Grantor: _____

Station to Station: Sta# 2400 to Sta# 50 Vdg
Guy on Sta# 51, 2

70154939
70154940

LOCATION SKETCH



DIVENTRY SUBDIVISION
(NOTTINGHAM SUBDIVISION)
SEE SOUTH UG SHEET 454

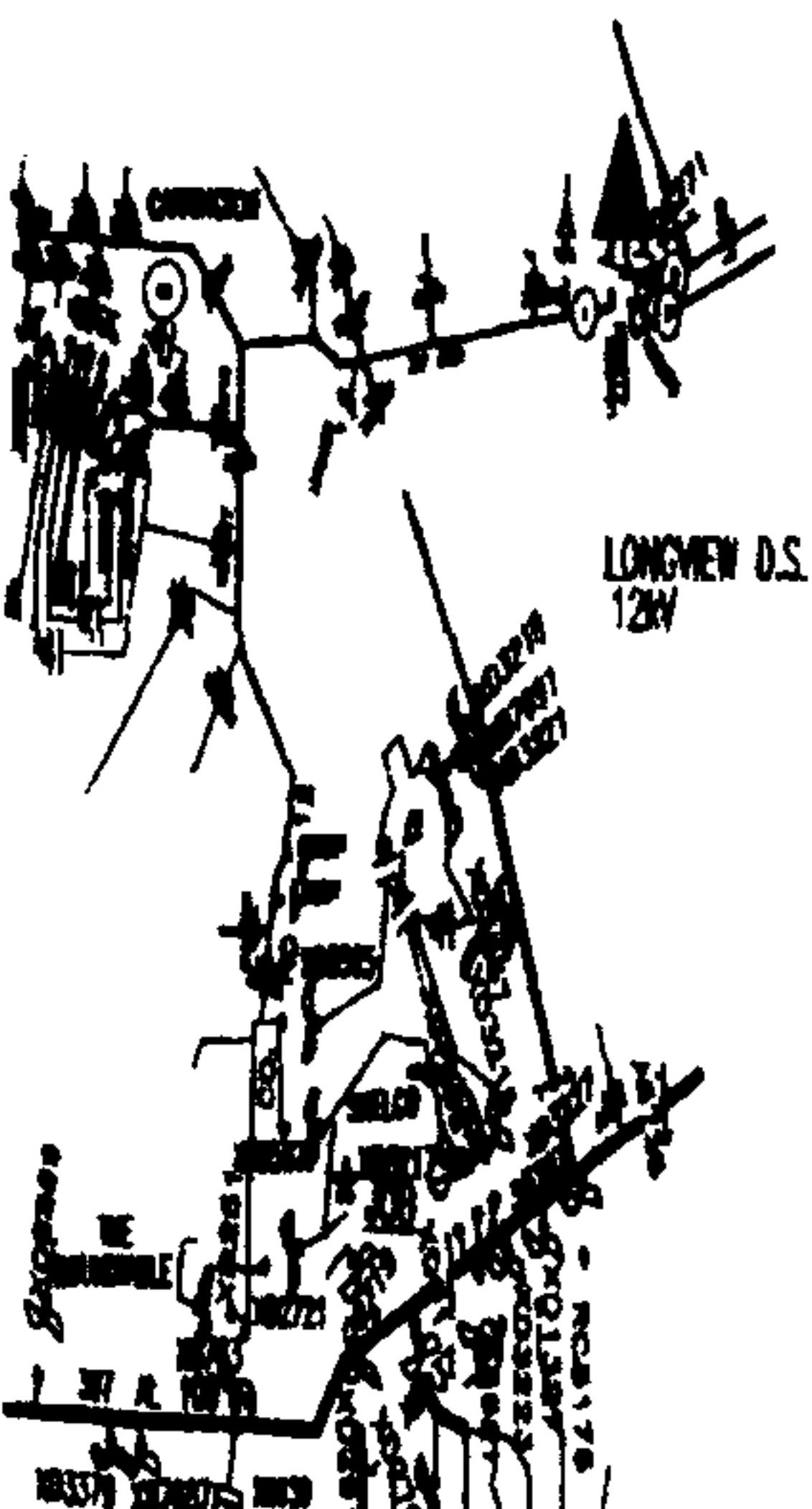
DIVENTRY SUBDIVISION
(NOTTINGHAM SUBDIVISION)
SEE SOUTH UG SHEET 454

SEE DETAIL SHEET 2

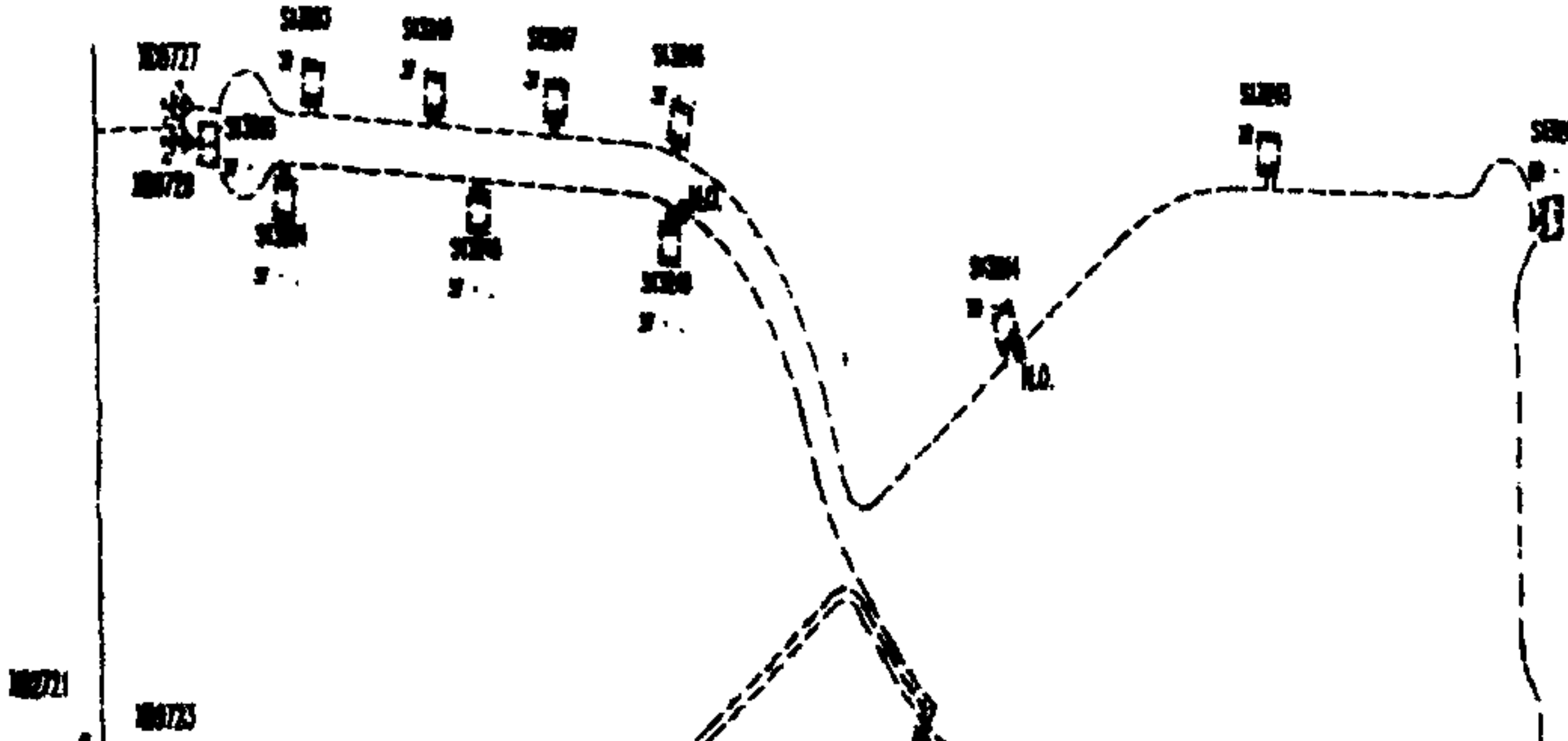
CONDUCTOR WORK TO BE COMPLETED
ON WE#1700-00-01215 WILL
IMPROVE LOADING & FUSING
COORDINATION ISSUES

Sh# 1 to b
Sh# 2 to b
APD or Road
changing Road
Cutter Sh# 1
APD Ending Row.

OVERHEAD SECTIONALIZING SKETCH



UNDERGROUND SECTIONALIZING SKETCH



30 =
P-C = 1642
P-S = 268.8

FOR ENERGIZED LINE WORK:

OSDWH PL. WORK PERMIT # X-6763

SUBSTATION: LONGVIEW D.S.
FEEDER #1 BRENNER #35536

USER LOADING

FEEDER	LOAD	LOAD
20-9723	36.6A	0.6A
20-9723	46.6A	0.1A
20-9723	32.2A	0.1A
20-9723	32.2A	0.6A

NOTES:

1. USER LOADING BASED ON 800A PER LOT.
2. TRANSFORMER LOADING BASED ON LFRD, 2T & 3T A/C.
3. FUSKER CALCULATED ON A 3T A/C.
4. PRIMARY CABLE TO BE #1/0 AWG 15KV CABLE DIRECT BURIED 42" BELOW GROUND.
PRIMARY FROM LOCATION 50 TO LOCATION 40 TO BE IN 3" CONDUIT & CONCRETE ENCASED.
5. ALL ROAD CROSSINGS WILL COMPLY WITH SHELBY COUNTY'S REQUIREMENTS.
6. ALL SECONDARY FROM TRANSFORMER TO SECONDARY PEDESTALS TO BE #250 UTA CABLE.
ALL OTHER SECONDARY TO BE #4/0 UTA CABLE. ALL SECONDARY CABLE TO BE BURIED 30" DEEP.
7. MAXIMUM VOLTAGE DROP CALCULATED AT LOT 37 IS 2.42%.
8. MAXIMUM VOLTAGE DROP CALCULATED AT LOT 37 IS 2.84%.
9. APD CONTRACTOR TO PERFORM ALL TRENCHING, INSTALL ALL CABLE, CONDUITS, TRANSFORMER PADS AND GROUND RODS.
10. PRIMARY FROM FEEDERS 20-9727 & 20-9729 TO LOTS 16 & 20 TO BE IN 2" CONDUIT.
11. CONDUIT TO BE ENCASED IN CONCRETE FROM FEEDERS 20-9727 & 20-9729 TO WORK LOCATION 40.
12. ALL SECONDARY CONDUCTORS TO BE IN CONDUIT FROM WORK LOCATION 38 TO LOCATION 40.

CONSTRUCTION COMPLETE:

DATE:

ANY CONSTRUCTION FIELD CHANGES ARE SHOWN IN RED ON THIS

AUTOMATED DRAWING - MAKE NO MANUAL

ALABAMA POWER COM

JOB: POWER DELIVERY - BIRMINGHAM

DETAIL: ROSSBURG SUBDIVISION

TOWN: CALERA COUNTY: SHELBY

MAP REF: SEC-5, TP-22S, R-2W

DATE: 04/28/05

0 100 200
PLAN SCALE

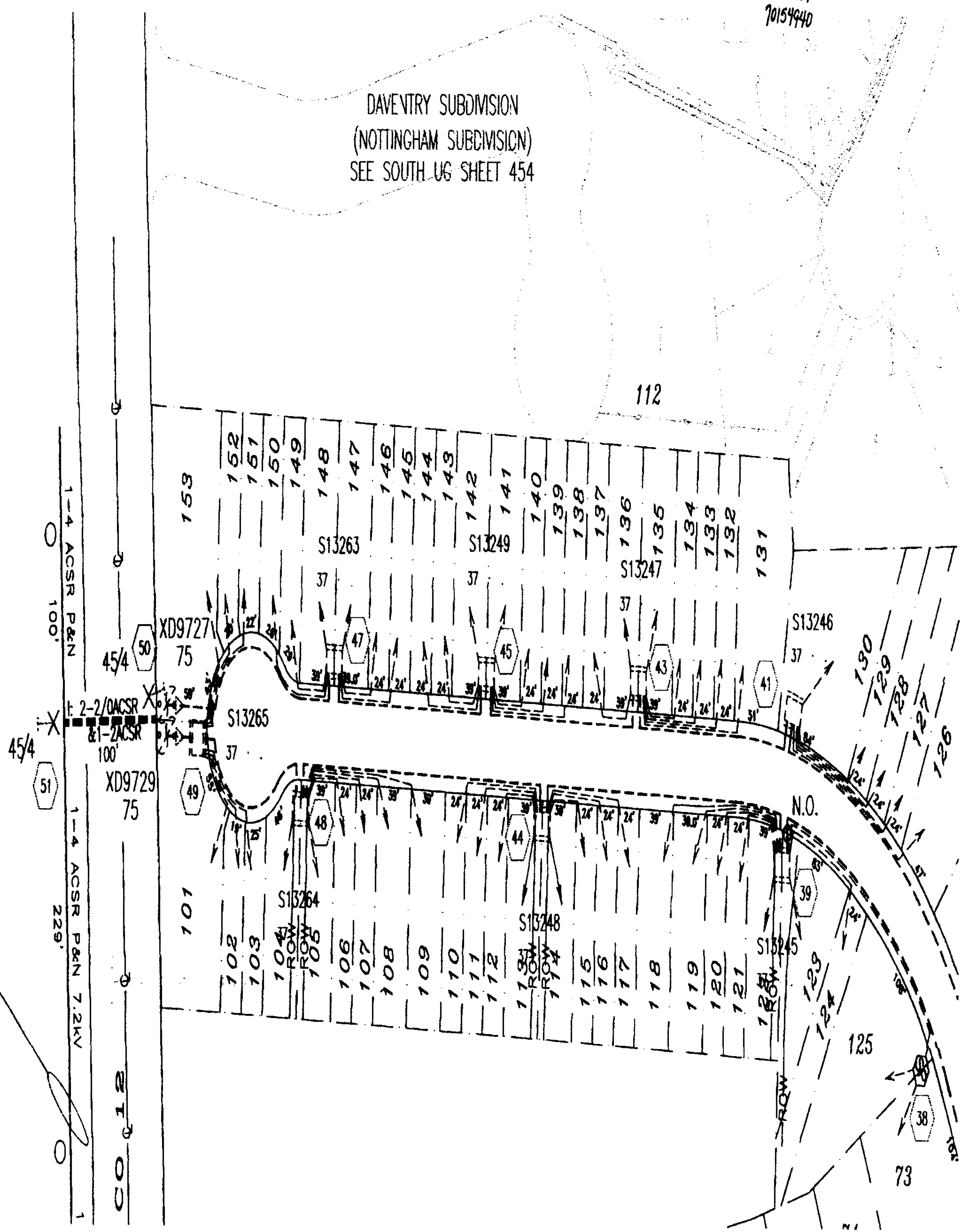


1" = 100'

B
70154939
70154940

DAVENTRY SUBDIVISION
(NOTTINGHAM SUBDIVISION)
SEE SOUTH UG SHEET 454

CONDUCTOR WORK TO BE COMPLETED
ON WE#61700-00-01215 WILL
IMPROVE LOADING & FUSING
COORDINATION ISSUES



20050803000393910 4/4 \$20.50
Shelby Cnty Judge of Probate, AL
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- | | | | | | | | |
|----|--|----|---------------------------------------|----|--|----|---|
| 38 | 1: SECONDARY PEDESTAL | 43 | 1: 37.5kVA 7.2KV DFPW
C.L.=45.1kVA | 47 | 1: 37.5kVA 7.2KV DFPW
C.L.=39.6kVA | 51 | 1: 45/4
1: 3" P&N DE ON STEEL ARM
1: PCP & 2" BKT
1: 8"ANC, 5/8"ROD, 5/16"GW
(15' MIN LEAD) |
| 39 | 1: 37.5kVA 7.2KV DFPW
MAKE N.C.
C.L.=33.7kVA | 44 | 1: 37.5kVA 7.2KV DFPW
C.L.=45.1kVA | 48 | 1: 37.5kVA 7.2KV DFPW
C.L.=39.6kVA | | |
| 41 | 1: 37.5kVA 7.2KV DFPW
C.L.=33.7kVA | 45 | 1: 37.5kVA 7.2KV DFPW
C.L.=45.1kVA | 49 | 1: 37.5kVA 7.2KV DFPW
C.L.=39.6kVA | | |
| 42 | 1: SECONDARY PEDESTAL | 46 | 1: SECONDARY PEDESTAL | 50 | 1: 45/4
1: 3" P&N DE ON STEEL ARM
1: 8"ANC, 5/8"ROD, 5/16"GW
(15' MIN LEAD) | | |

CONSTRUCTION COMPLETE:

DATE:

**ANY CONSTRUCTION FIELD CH
ARE SHOWN IN RED ON THIS P**



PLAN SCALE
TOWN: CALERA COUNTY: SHELBY
MAP REF: SEC- 5, TP-22S, R-2W

ENGINEER: JOE FROST

AUTOMATED DRAWING - MAKE NO CHANGES
ALABAMA POWER CO
JOB: POWER DELIVERY - BIRMINGHAM
DETAIL: ROSSBURG SUBDIVISION