

EASEMENT - DISTRIBUTION FACILITIES  
(Lot and Block)

TO BE RECORDED: YES x NO       

This instrument prepared by:

STATE OF ALABAMA }  
COUNTY OF Shelby }  
TAX ID #                     

W.E. No. 61700-06-00105 & 61700-06-00175  
Parcel No. 70159609  
Transformer No. 13684

Valerie J. Acocella  
Alabama Power Company  
P. O. Box 2641  
Birmingham, Alabama 35291

A. GRANT KNOW ALL MEN BY THESE PRESENTS, That Evan James Midgette, Jr. and wife, Patricia Midgette

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"):

Lots 11 of Foothills of Chelsea, 3<sup>rd</sup> Sector Subdivision as recorded in Map Book 33, page 82 and being located in the NE 1/4 of the SW 1/4 and the SE 1/4 of the NW 1/4, all being in Section 27, Township 19 South, Range 1 West and recorded in Deed Record 2004-603350 all being recorded in the Office of the Judge of Probate in said County.

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 5<sup>th</sup> day of AUGUST, 2005.

Ant S Davis  
Witness

Ant S Davis  
Witness

Witness

Evan James Midgette Jr (SEAL)  
(Grantor)

Patricia Midgette (SEAL)  
(Grantor)

By: \_\_\_\_\_ (SEAL)  
As:



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 \_\_\_\_\_ }

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 3+00 to STA 4+00  
\_\_\_\_\_  
\_\_\_\_\_







# SECTIONALIZING SKETCH

FOR ENERGIZED LINE WORK:

OBTAIN H.E. WORK PERMIT @

SUBSTATION: CHELSEA D.S.

FEEDER #2 BREAKER #34734

THE FOOHILLS

CHESSER ROAD

CHESSER PLANTING

CHELSEA D.S.

12 KV

## LOCATION SKETCH

Shelby County, AL 10/31/2005  
State of Alabama

Deed Tax: \$.50

Job Notes (61700-06-00105)

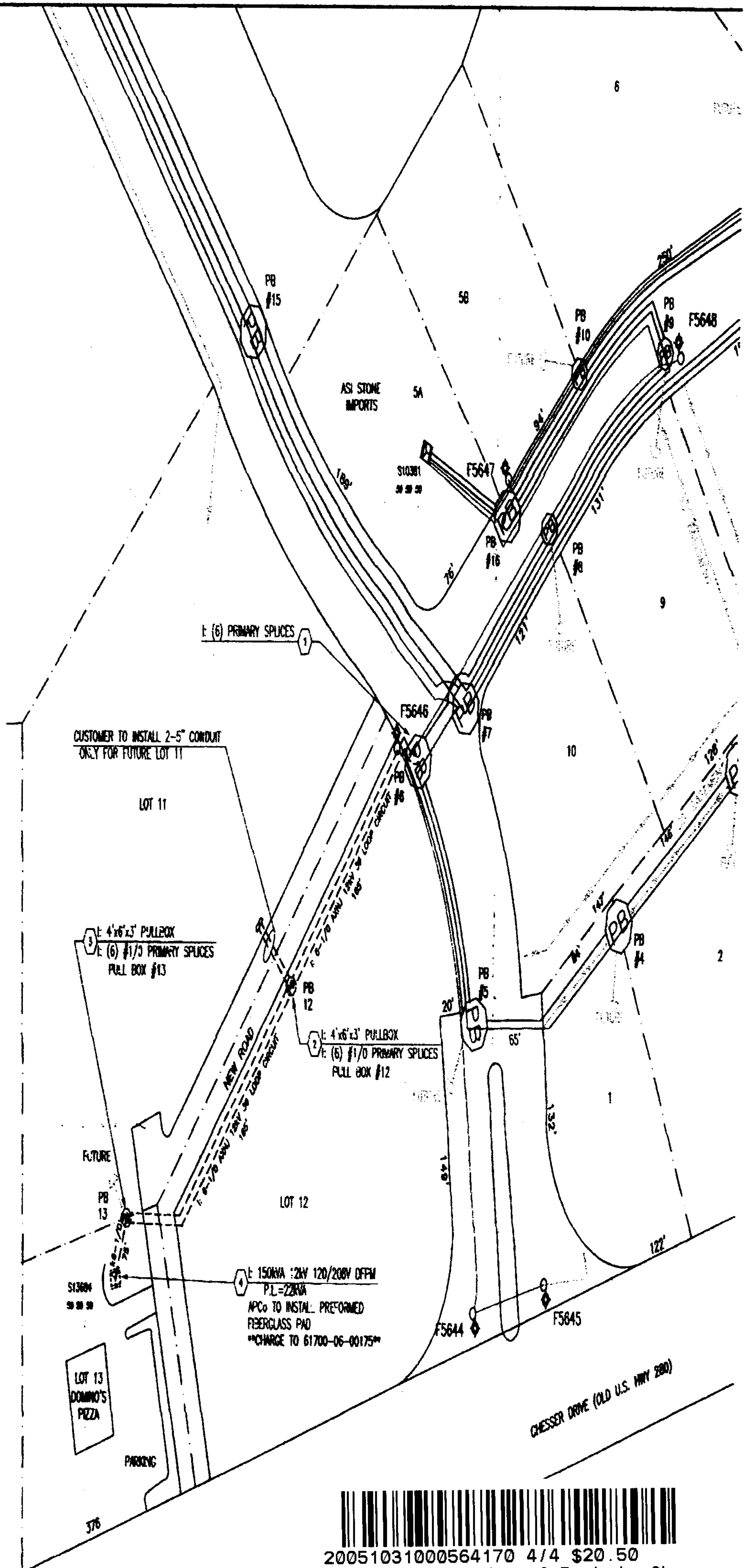
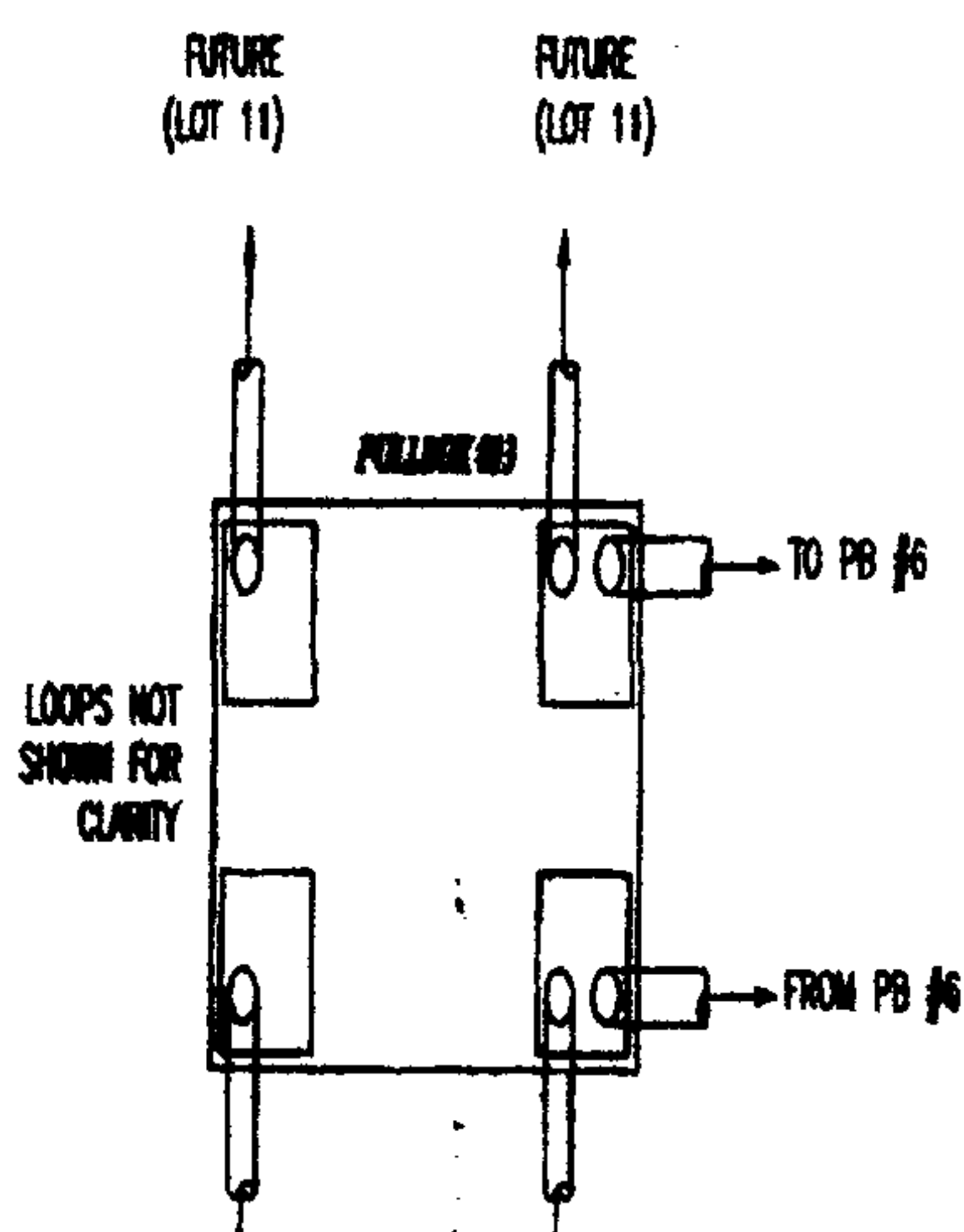
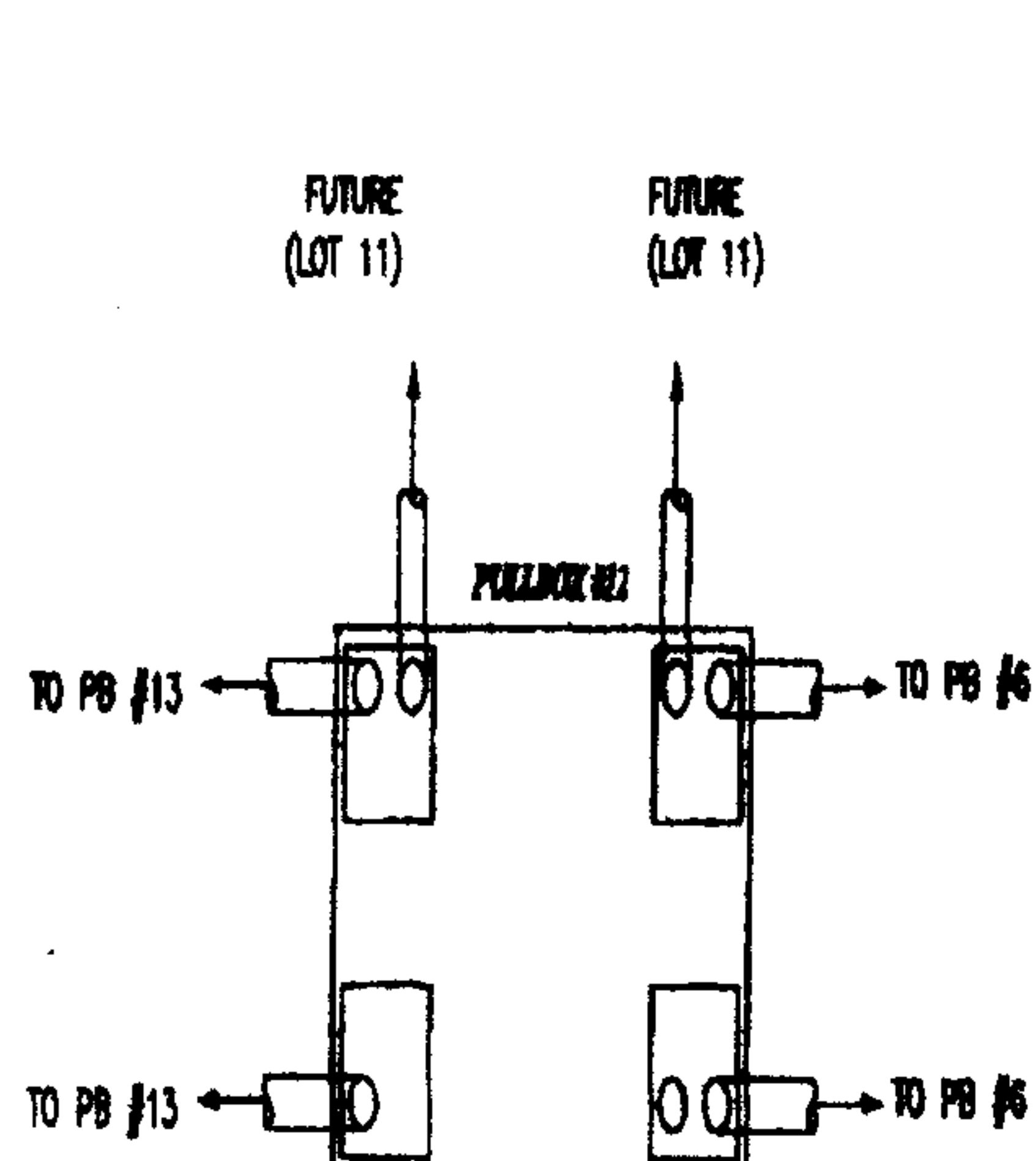
### Developer Responsibilities:

- The Developer is responsible to install 2-4x6x3 concrete pull boxes with lids as specified on the drawing.
- The Developer is responsible to install 2-5' schedule 40 PVC electrical conduit with a nylon pull string at a depth of 42" from existing pull box G to a new pull box to be installed approximately in the middle of lot 12 (numbered #12 on drawing) to a new pull box to be installed on the lot line between lots 13 & 11 (numbered #13 on drawing).
- There will also be 2 runs of 5' Schedule 40 PVC electrical conduit with a nylon pull string from new pull box #12 across the new street to Lot 11 for future service. No conductors will be installed in this conduit at this time.

Job Notes (61700-06-00175)

### Customer Responsibilities:

- The customer at Domino's Pizza will be responsible for 2 runs of 5' schedule 40 PVC electrical conduit with a nylon pull string at a depth of 42" from new pull box #13 to the transformer location for Domino's Pizza.
- All conductors and conduit from the APCO transformer to the Domino's Pizza building will be the responsibility of the customer.



20051031000564170 4/4 \$20.50  
Shelby Cnty Judge of Probate, AL  
10/31/2005 12:34:28PM FILED/CERT

CONSTRUCTION (

ANY CONSTRUCTION FIELD CHANGES ARE SHOWN IN RED ON TI

0 50 100  
PLAN SCALE

TOWN: CHELSEA COUNTY: SHELBY

MAP REF: C-61703 #6 SEC-27,TP-19S,R-1W

AUTOMATED DRAWING - MAKE NO CH

ALABAMA POWER C

JOB POWER DELIVERY - BIRMINGHAM

DETAIL THE FOOHILLS

COMMERCIAL DEVELOPMENT