EASEMENT - DISTRIBUTION FACILITIES
(Metes and Bounds)

TO BE RECORDED: YES ✓ **NO** _____

This instrument prepared by:
S. McElny
Alabama Power Company
P. O. Box 2641
Birmingham, Alabama 35291

STATE OF ALABAMA }
COUNTY OF St. Clair }
TAX ID # _____

W.E. No. 62160-00-008856
Parcel No. 70173867
Transformer No. 9490

A. GRANT KNOW ALL MEN BY THESE PRESENTS, That TSG Construction 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 **valu**able 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, transclosures, 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 St. Clair County, Alabama (the "Property"):

Lot 39 of Twin Oaks Sector 3 as shown on MB 2004, Page 78 in the Probate Office of St. Clair County Alabama. In the NE¼ of the SW¼ of Section 32, Township 17 South, Range 1 East

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 _____ day of _____, 20_____.

_____ _____(SEAL)
Witness **(Grantor)**

_____ _____ (SEAL)
Witness **(Grantor)**

_____ By:_____ (SEAL)
Witness As:

20060630000316140 1/3 $17.50
Shelby Cnty Judge of Probate, AL
06/30/2006 11:08:43AM FILED/CERT

Shelby County, AL 06/30/2006
State of Alabama

Deed Tax:$.50

Form 5-5783 Rev. 8/03

IN WITNESS WHEREOF, the said Grantor, has caused this instrument to be executed by Chad Gulledge its authorized representative, as of the 6 day of April, 2006.

ATTEST (if corporation) or WITNESS:

TSG Construction LLC
(Grantor - Name of Corporation/Partnership/LLC)

By: _____

Its: _____

By: Chad Gulledge (SEAL)

Its: Office Manager
[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 St. Clair }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Chad Gulledge, _____, whose name as Office Mgr of TSG Construction LLC a _____ [as _____], is signed to the foregoing instrument, and who is known to me, ~~acknowledged before~~ sworn to me on this day that being informed of the contents of the instrument, he/~~she~~, as such officer 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 6 day of April, 2006.

[SEAL]

Shelia McElroy
Notary Public
My commission expires: 3-4-08

For Alabama Power Company Corporate Real Estate Department Use Only

All facilities on Grantor: ✓

Station to Station: _____

_____

Form 5-5783 Rev. 8/03

20060630000316140 2/3 $17.50
Shelby Cnty Judge of Probate, AL
06/30/2006 11:08:43AM FILED/CERT

SKETCH OF PROPOSED WORK
• SIMPLIFIED W.E.

Map Center UTM ROW 1879352 12176966

Map Center LatLon -86.21558 33.541058

ALABAMA POWER

Customer	Location	Agreed Serv. Date	Estimate No.
TSG CONSTRUCTION	200 FRITZ DRIVE	04/14/06	62160-00-00856

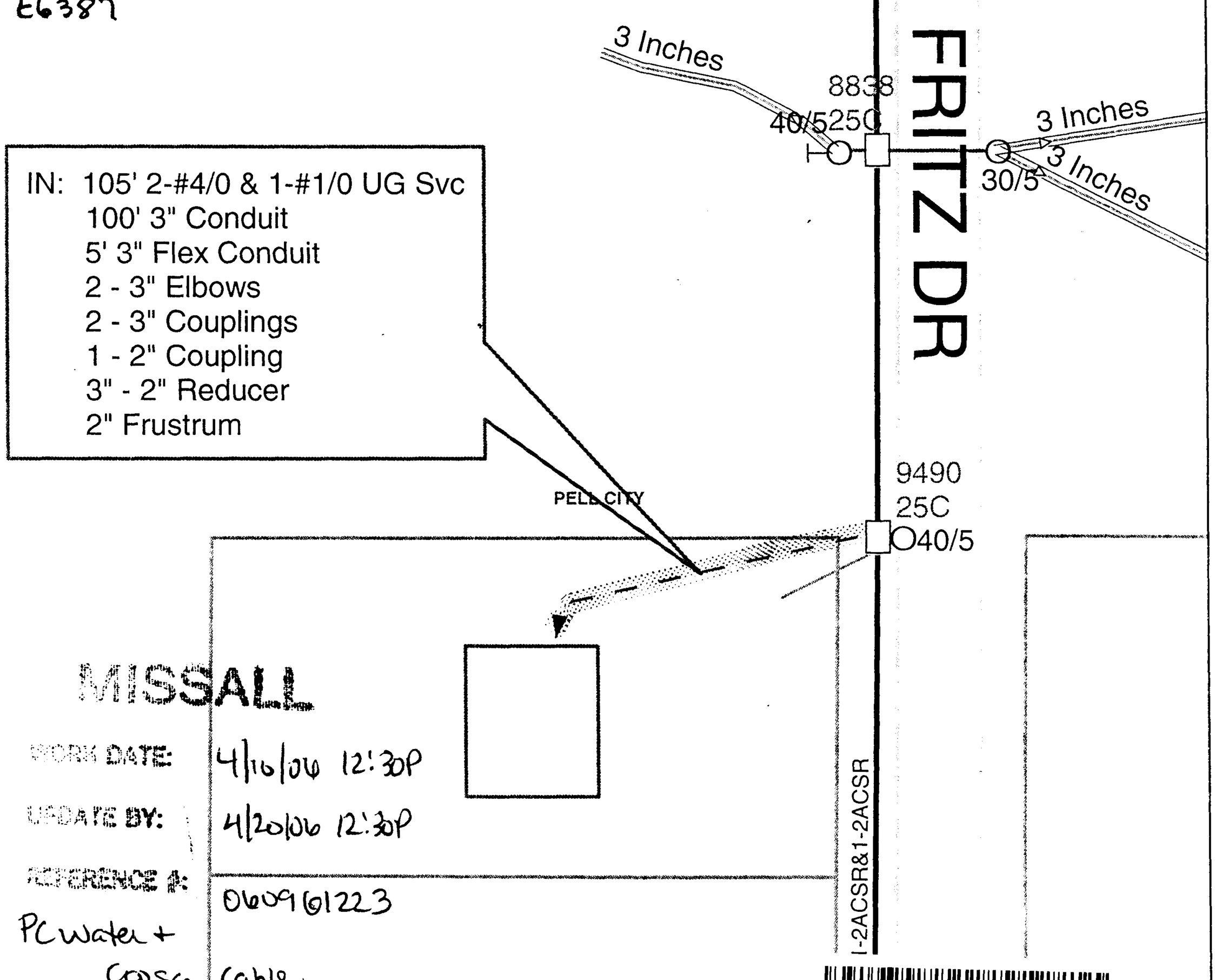
Region	Oper. Cntr.	Town/City	UserID	Created:
EASTERN	PELL CITY	PELL CITY	melscott	4/6/2006

County	Section	Township	Range	Add'l Info
St Clair	22	17S	04E	

Acquisition Agent	Date R/W Assigned	Date R/W Cleared	Spatial Reference	LOC	Transformer Loading
S. McElroy	4/6/06				

Voltage	Phone Co	CATV Co	Accessible	Tree Crew	Rock Hole		R/W	City	County	State	Miss All	Other
7.2W			✓			Permits	✓				✓	

SEDDON DS
20794
E6387



MISSALL

WORK DATE: 4/10/06 12:30P

UPDATE BY: 4/20/06 12:30P

REFERENCE #: 0609161223

PC water + Coosa Cable

20060630000316140 3/3 $17.50
Shelby Cnty Judge of Probate, AL
06/30/2006 11:08:43AM FILED/CERT

Cnst Completed By: | Date: | Scale: 1 inch equals 60 feet