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This instrument prepared by: .

This instrument prepared by: Larry D. Brant

W.E. No. 61700-08-0029-600
Parcel No. 70174402

KNOW ALL MEN BY THESE PRESENTS, THAT: WHEREAS, the "Grantor", (whether one or more) are owners of record of the following described real estate in Shelby County, Alabama, to wit: The Village at Highland Lakes (the "Subdivision") Garden Homes as shown on the plat or drawing attached and incorporated herein by reference, which Grantor plans to record in the Office of the Judge of Probate, Shelby County, Alabama (the "Property") (_____ ¼ of _____ ¼ of Section 3 and 4, Township 19S, Range 1W) and,

NOW, THEREFORE, The Grantor, for and in consideration of *One and No/100 Dollars (\$1.00)*, and other good and valuable consideration, to Grantor in hand paid by the Company, the receipt of which is hereby acknowledged, does hereby grant to Company, its successors and assigns, the right to construct, install, operate, maintain and replace, along a route to be selected by the Company (generally shown on the attached drawing), its successors or assigns, all conduits, cables, transformers, and other appliances and facilities (above ground and below ground) useful or necessary in connection therewith, for the underground transmission and distribution of electric power upon, under and across the Property.

TO HAVE AND TO HOLD such easement to the Company, its successors and assigns, forever.

1. The owners of lots within the Subdivision will not erect or grant to any person, firm or corporation the right, license or privilege to erect or use or permit the use of overhead wires, poles or overhead facilities of any kind for electrical, telephone, or cable television service on said real estate (except such poles and overhead facilities as may be required at those places where distribution facilities enter and leave said subdivision, or existing and/or future overhead transmission or communication facilities on existing or future Alabama Power Company rights of way). Nothing herein shall be construed to prohibit overhead street lighting, or ornamental yard lighting, where serviced by underground wires or cables.

3. Alabama Power Company, its successors and assigns, will retain title to all underground facilities installed by the Company or its contractors, including but not limited to the service lateral serving each said house, and said service entrance facilities provided by Alabama Power Company will not in any way be considered a fixture or fixtures and thereby a part of said real estate, but will remain personal property belonging to Alabama Power Company, its successors and assigns, and will be subject to removal by Alabama Power Company, its successors and assigns, in accordance with applicable Rules and Regulations filed with and approved by the Alabama Public Service Commission.



9 780413 500000

20060828000422180 1/3 \$17.50
Shelby Cnty Judge of Probate,AL
08/28/2006 12:15:54PM FILED/CERT

All facilities on Grantor: X

Station to Station: _____

IN WITNESS WHEREOF, this instrument has been executed this the _____ day of May, 2006.

WITNESS/ATTEST

GRANTOR:

The Village at Highland lakes, Inc.
Name of Individual/Company/Partnership/LLC

Douglas D. Eddleman
Signature of Individual/Officer/Partner

PRESIDENT

=====

CORPORATE/PARTNERSHIP ACKNOWLEDGMENT

STATE OF ALABAMA }

County of Jefferson }

I, Douglas D. Eddleman, a Notary Public, in and for said County in said State, hereby certify that, _____ whose name as President of The Village at Highland Lakes, Inc., a corporation/partnership, 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 officer/partner and with full authority, executed the same voluntarily for and as the act of said corporation/partnership.

Given under my hand and official seal, this the 17th day of May, 2006.

Donna D. Rainey
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Dec 1, 2006
My commission expires ~~Dec 1, 2006~~ Dec 1, 2006
~~NOTARY PUBLIC UNDERWRITERS~~

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA }

County of _____ }

I, _____, 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 date that, being informed of the contents of the agreement, (has/have) executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the _____ day of _____, 20____.

Shelby County, AL 08/28/2006
State of Alabama

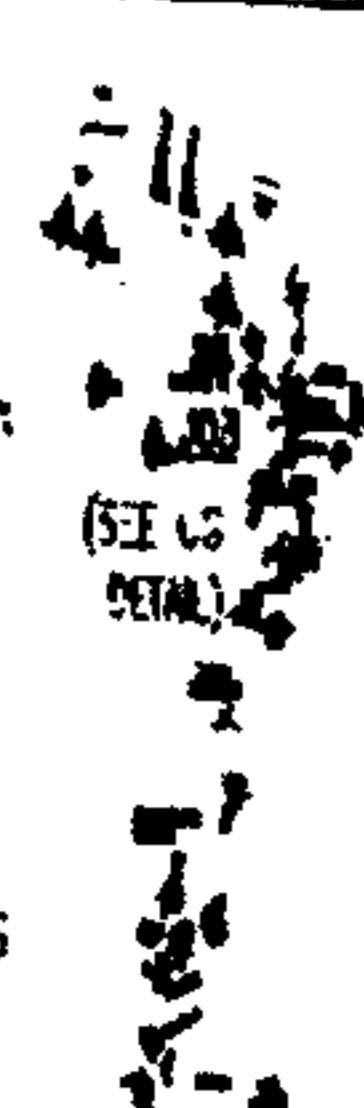
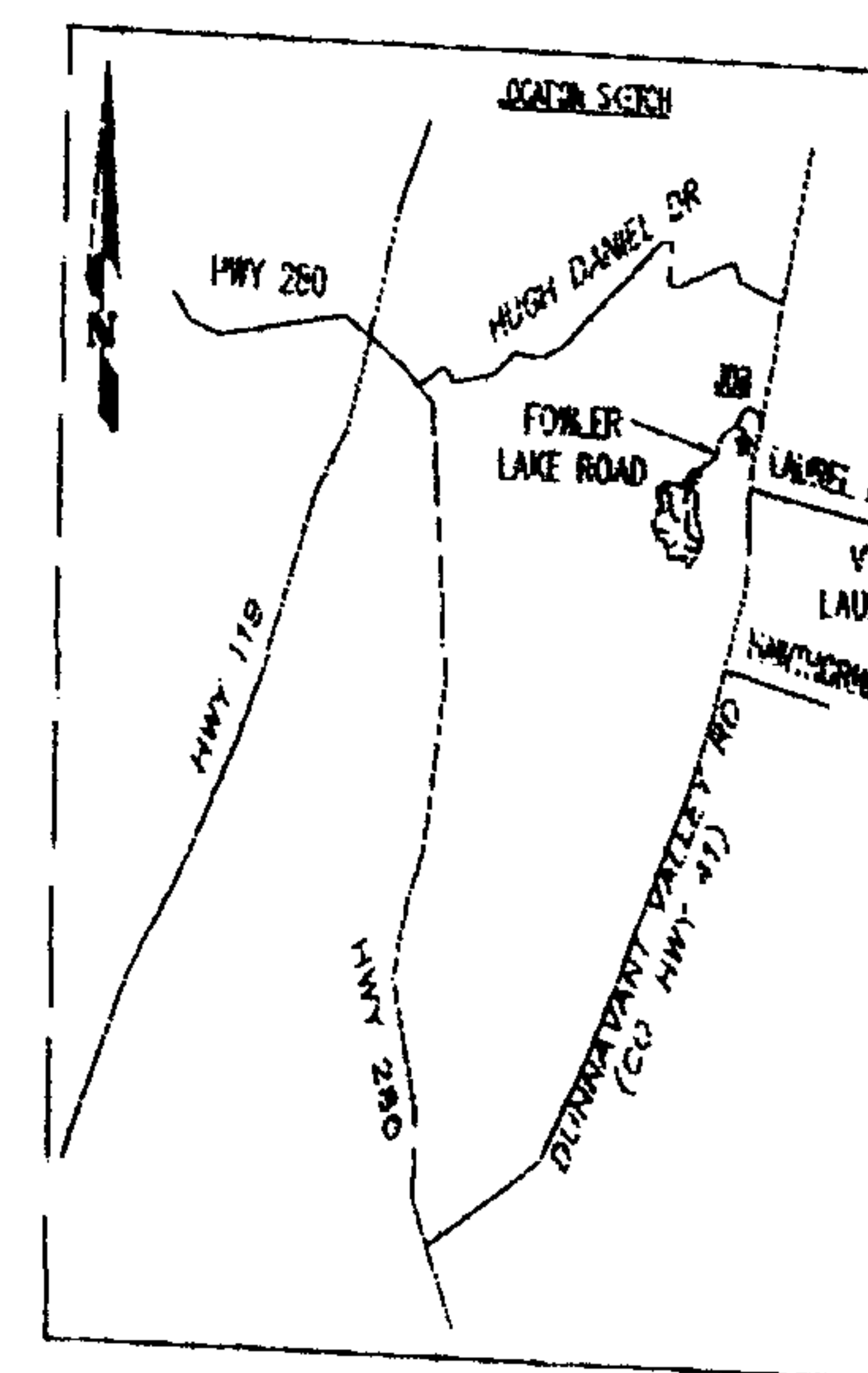
Deed Tax: \$.50

Notary Public

My commission expires: _____



20060828000422180 2/3 \$17.50
Shelby Cnty Judge of Probate, AL
08/28/2006 12:15:54PM FILED/CERT



FOR ENLARGED ME WORK
CELANO H. WORK PERIOD 8
SUBSTATION DC FILE CMC BWH D3
FOLDER #2 BREAHER 448116

FAULT CURRENT
 $J_0 = 2419 \text{ A}$
 $I_0 = 2395 \text{ A}$
 $I_1 = 1819 \text{ A}$

RIDER LOADING				
SWITCH	STARTING	PROPOSED	TOTAL	EMERGENCY



20060828000422180 3/3 \$17.50
Shelby Cnty Judge of Probate, AL
08/28/2006 12:15:54PM FILED/CERT

CONSTRUCTION COMPL

DATE: _____

**ANY CONSTRUCTION FIELD CHANGES
ARE SHOWN IN RED ON THIS PLAN**

ALABAMA POWER COMPANY

1. BASED LOCATIONS BASED ON BUREAU OF LUT
2. TRANSFORMER LOCATIONS BASED ON 2500 sq ft. LOCATED AT LOT#-3 & 4 TOWN A/C
3. FLOODING CALCULATED ON A 4 TOWN A/C
4. PRIMARY CABLE TO BE 1/2 IN. ANNU 34.5 KW CABLE STREET JUSTED 4'2" BELOW GRADE
5. ALL ROAD CROSSESS WILL COMPLY WITH SHELLEY COUNTY'S REQUIREMENTS
6. ALL SECONDARY CABLE FROM TRANSFORMER IS SECONDARY FEEDS TO BE 2 FEET & 1 1/2" ABOVE ALL OTHERS SECONDARY TO BE 2 1/4" AND 1/2" ABOVE 1/2" ABOVE CABLE
7. MINIMUM VOLTAGE DROPS CALCULATED AT LOT 15 IS 3.68K
8. MINIMUM FLOODING CALCULATED AT LOT 15 IS 4.09K
9. APO CONTRACTORS TO PERFORM ALL WORKING, INSTALL ALL THE CABLE, CONDUITS, NEARSTORMER PANS AND GROUNDING PADS
10. THE LOT OWNER WILL LEASE THE EXPENSE INCURRED DUE TO IT PROPOSES SURFACE LENGTH EXCEEDING THE MAXIMUM DISTANCE SPECIFIED ON THIS A/P