

EASEMENT - DISTRIBUTION FACILITIES  
(Metes and Bounds)

STATE OF ALABAMA }  
COUNTY OF Shelby }  
TAX ID # \_\_\_\_\_

TO BE RECORDED: YES ✓ NO \_\_\_\_\_

W.E. No. 61730-00-01676  
Parcel No. 70178924  
Transformer No. \_\_\_\_\_

This instrument prepared by:

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

A. GRANT KNOW ALL MEN BY THESE PRESENTS, That Cahaba Beach Investments 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 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 SE 1/4 / SE 1/4 of Section 25 Township 18S, Range 2W  
Recorded in Deed Instrument 2005102400055050, in the office of  
Judge of Probate Shelby County, AL

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 29<sup>th</sup> day of August, 2006.

Witness

Witness

Witness

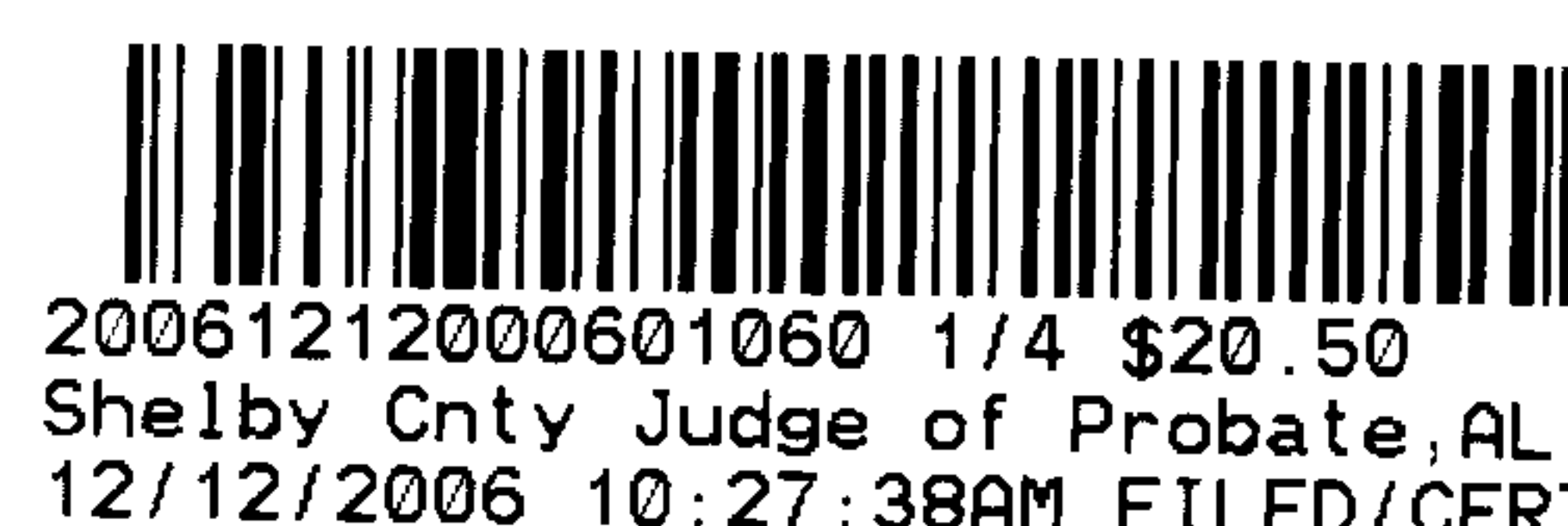
(Grantor)

(Grantor)

By:

As:

President





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:

\_\_\_\_\_  
(Grantor - Name of Corporation/Partnership/LLC)

By: \_\_\_\_\_

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

Its: \_\_\_\_\_

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: \_\_\_\_\_

  
20061212000601060 2/4 \$20.50  
Shelby Cnty Judge of Probate, AL  
12/12/2006 10:27:38AM FILED/CERT

**TRUSTEE/CORPORATION/PARTNERSHIP/LLC NOTARY**

STATE OF ALABAMA }

COUNTY OF Jefferson }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Jonathan Belcher, whose name as President of Cahaba Beach Investment LLC 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 President 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 24th day of August, 2006

[SEAL]

Loretta Lynne White  
Notary Public  
My commission expires: \_\_\_\_\_  
**NOTARY PUBLIC STATE OF ALABAMA AT LARGE**  
**MY COMMISSION EXPIRES: Apr 13, 2010**  
**BONDED THRU NOTARY PUBLIC UNDERWRITERS**

**For Alabama Power Company Corporate Real Estate Department Use Only**

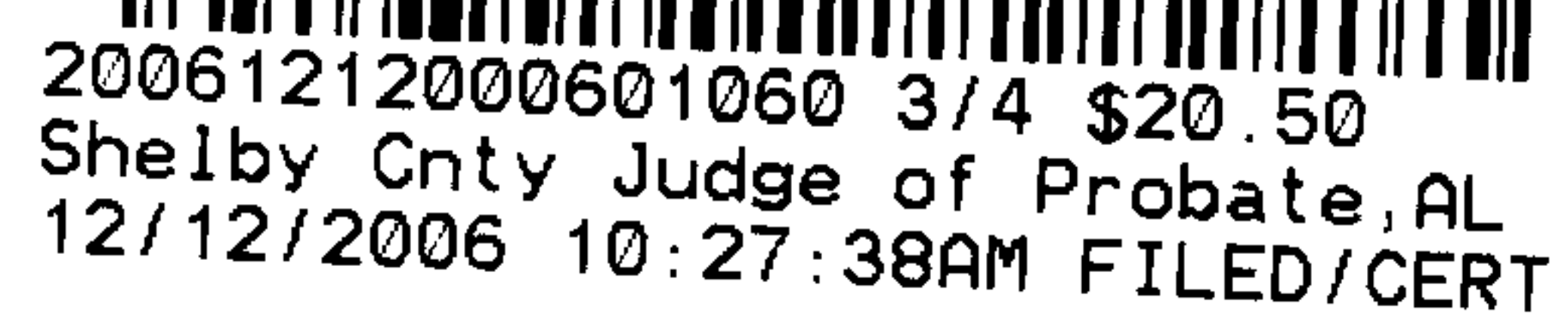
All facilities on Grantor: \_\_\_\_\_

Station to Station: \_\_\_\_\_

Shelby County, AL 12/12/2006  
State of Alabama

Deed Tax: \$.50

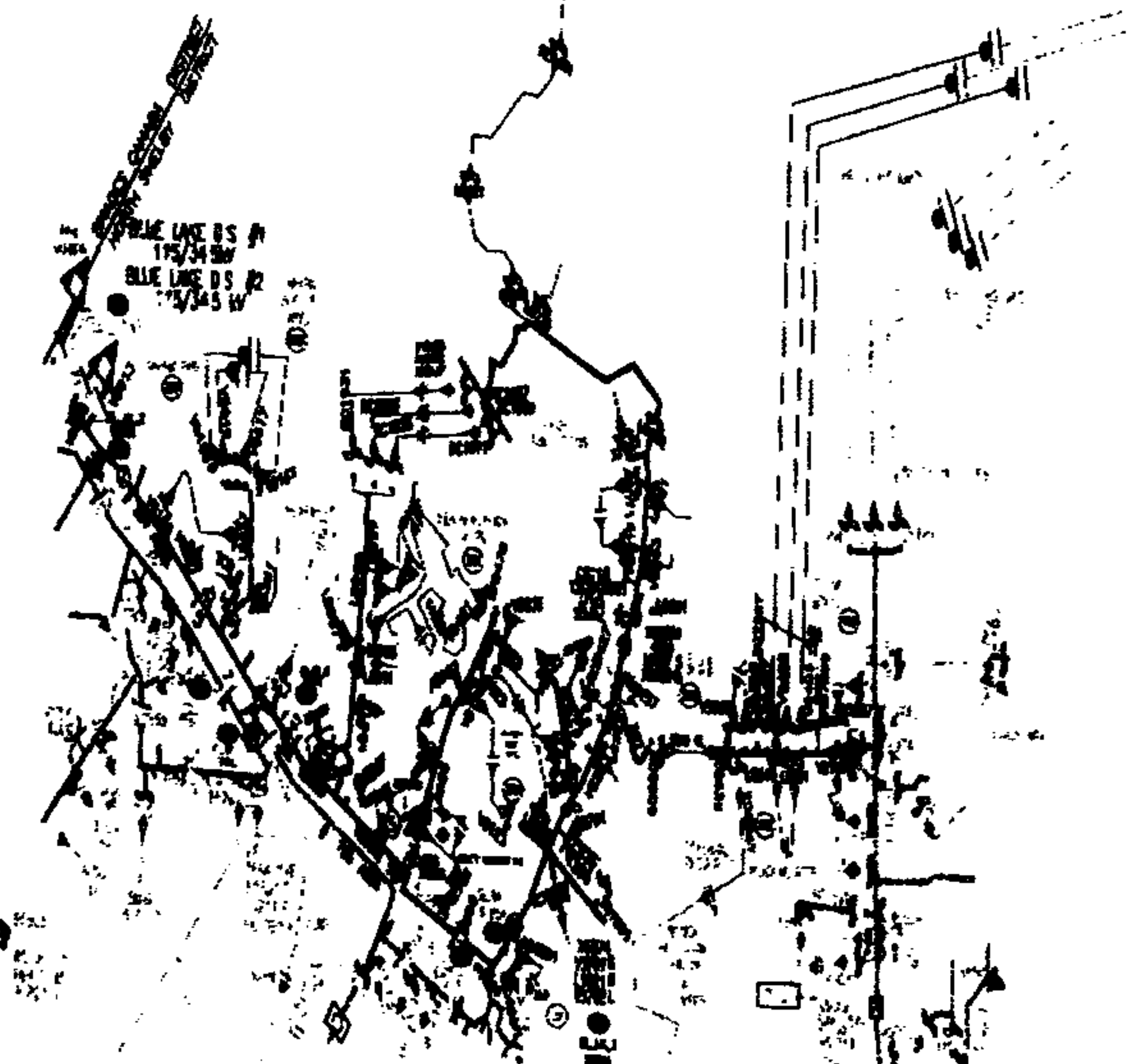




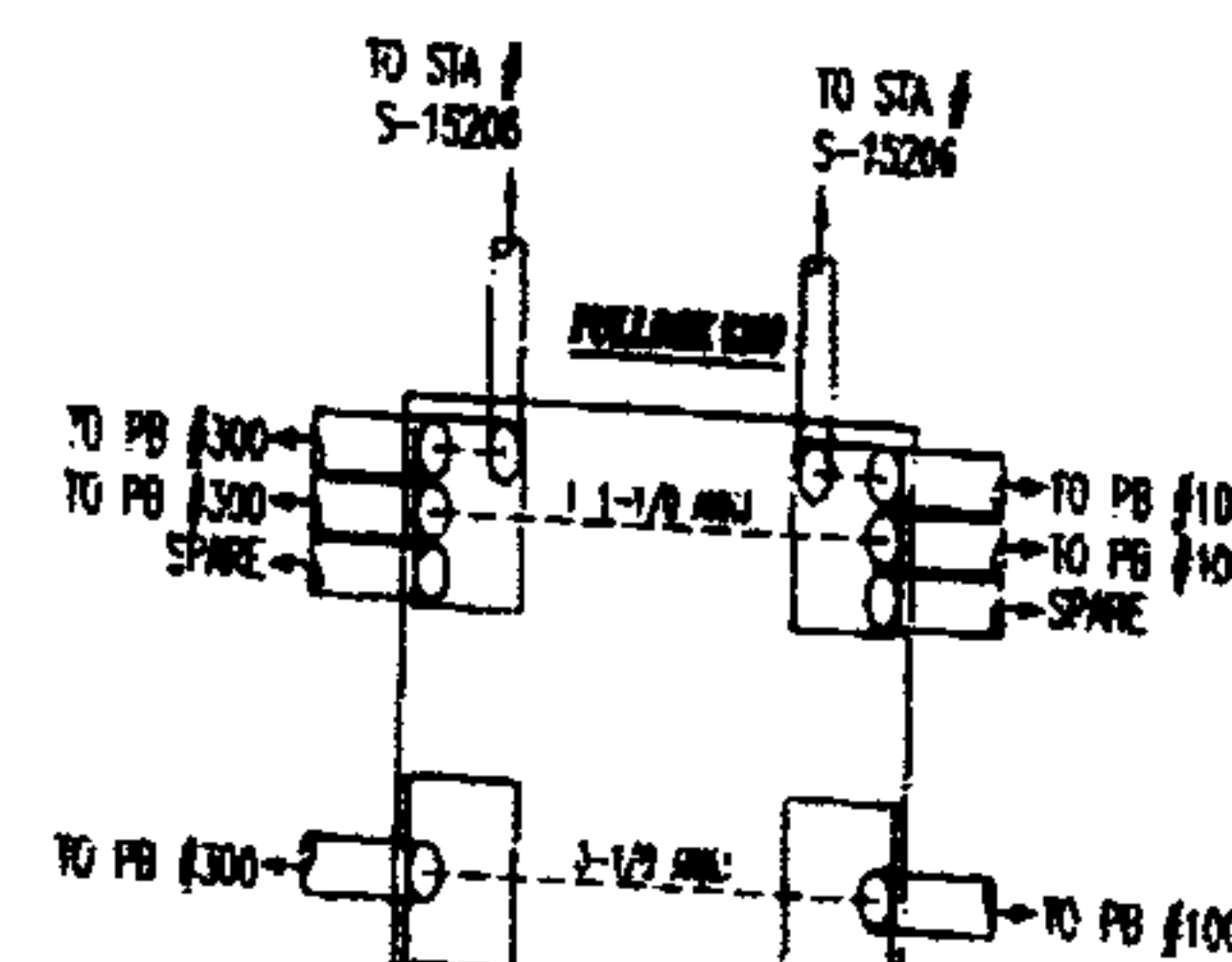
70173321  
70173934  
~~70173936~~

**OVERHEAD SECTIONING SKETCH**

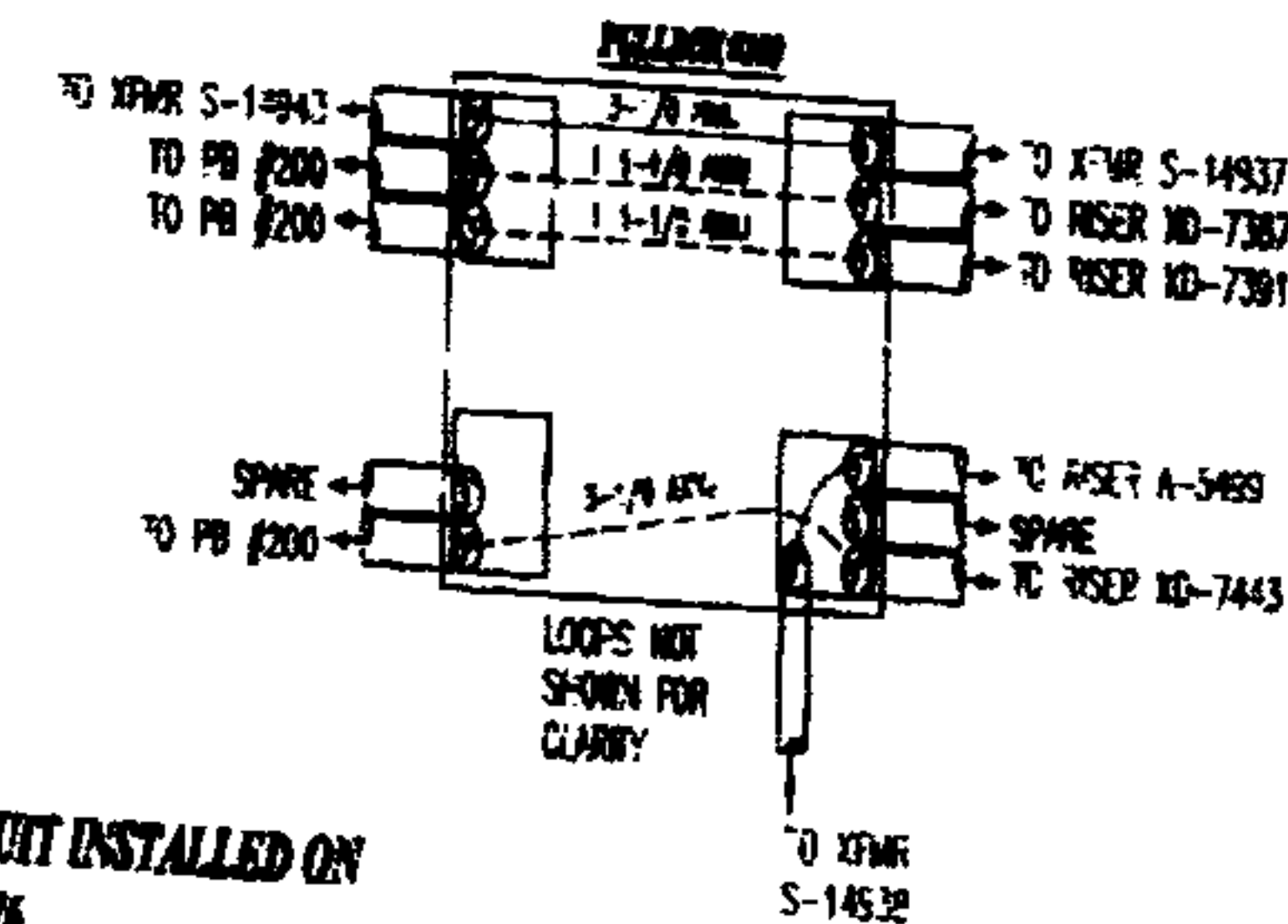
FOR ENERGIZED LINE WORK  
OBTAIN H. WORK PERMIT @ X-6574  
SUBSTATION BLUE LAKE D.S.  
FEEDER #2 BREAKER #2256



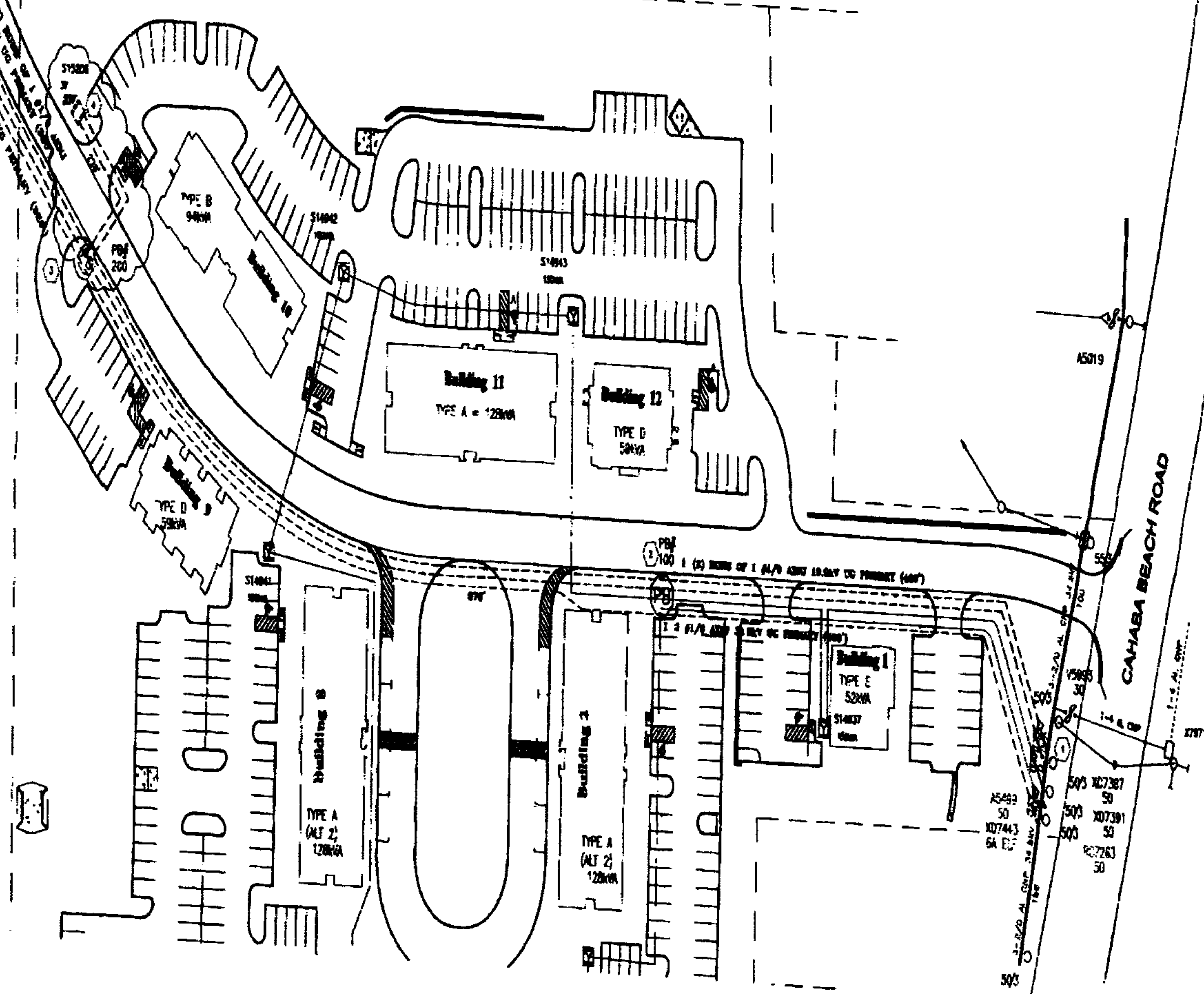
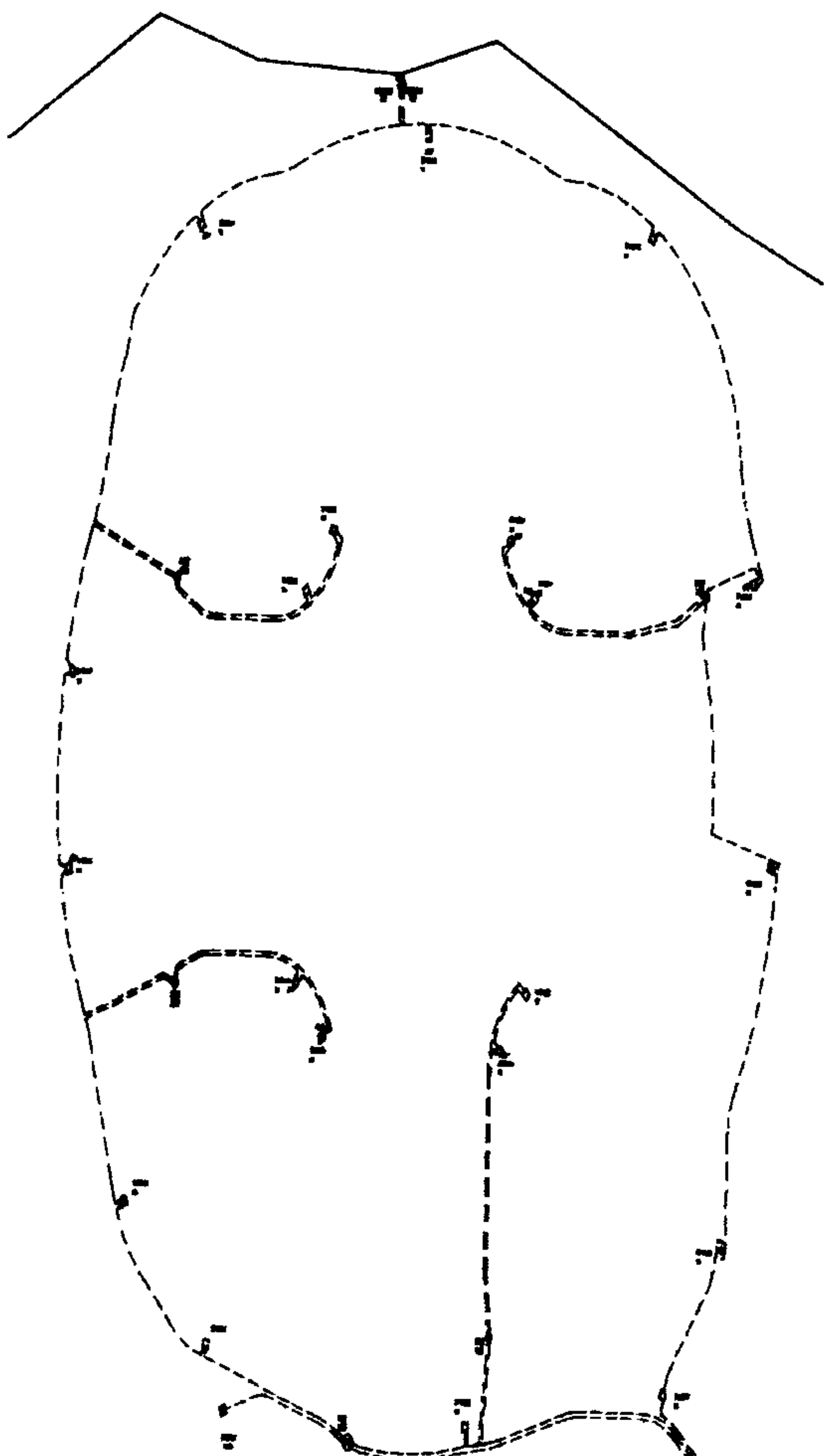
**NOTE!**  
**CIRCUIT FROM PULLBOX TO TRANSFORMER 8-15206 &**  
**BACK TO PULLBOX TO BE CHARGED TO 61734-06-00176**



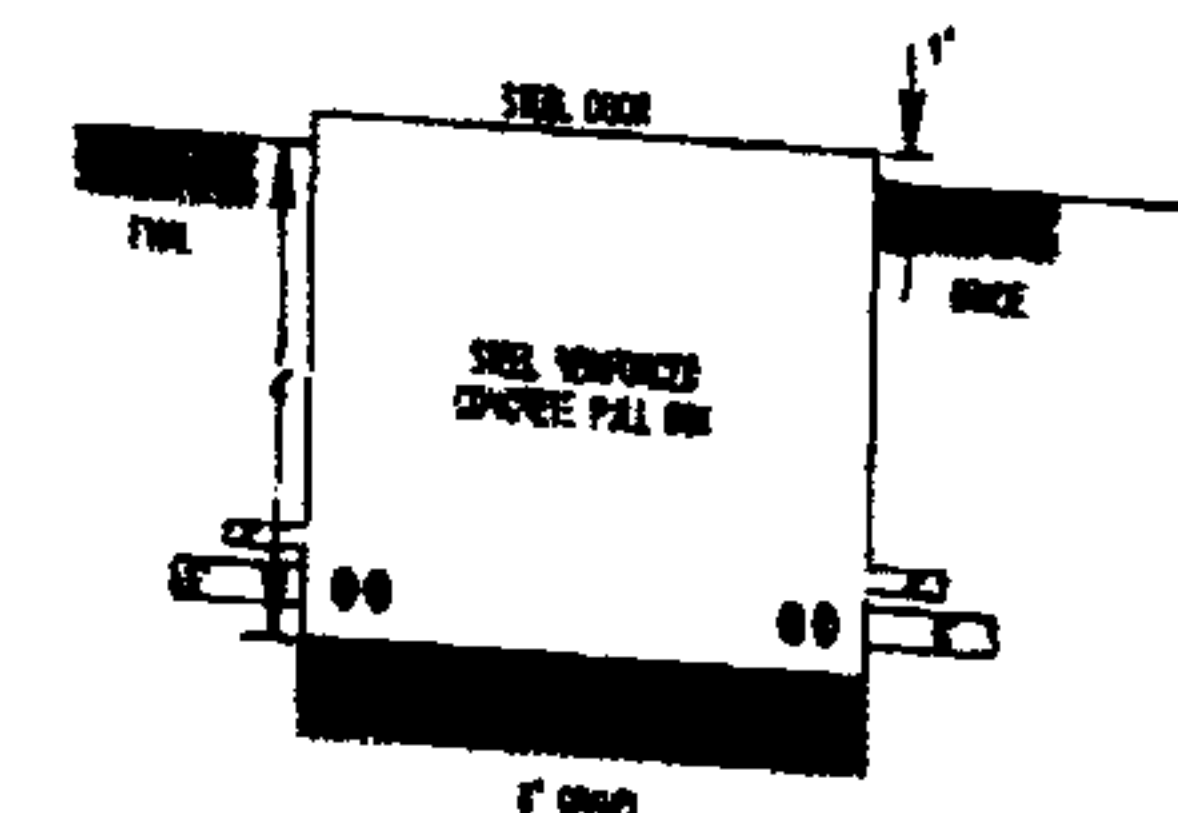
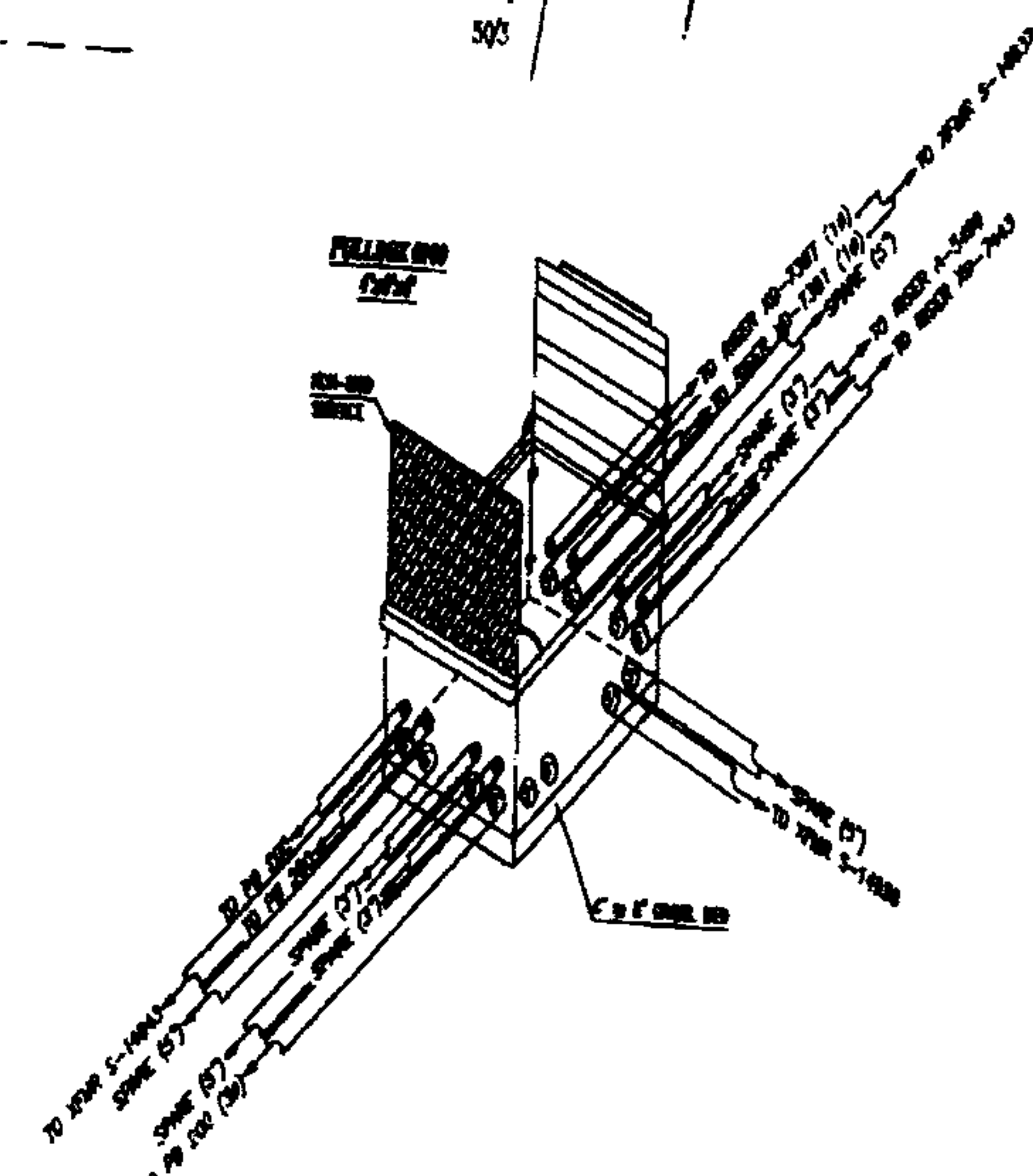
**NOTE!**  
**GREEN CIRCUIT INSTALLED ON**  
**61730-00-01676**



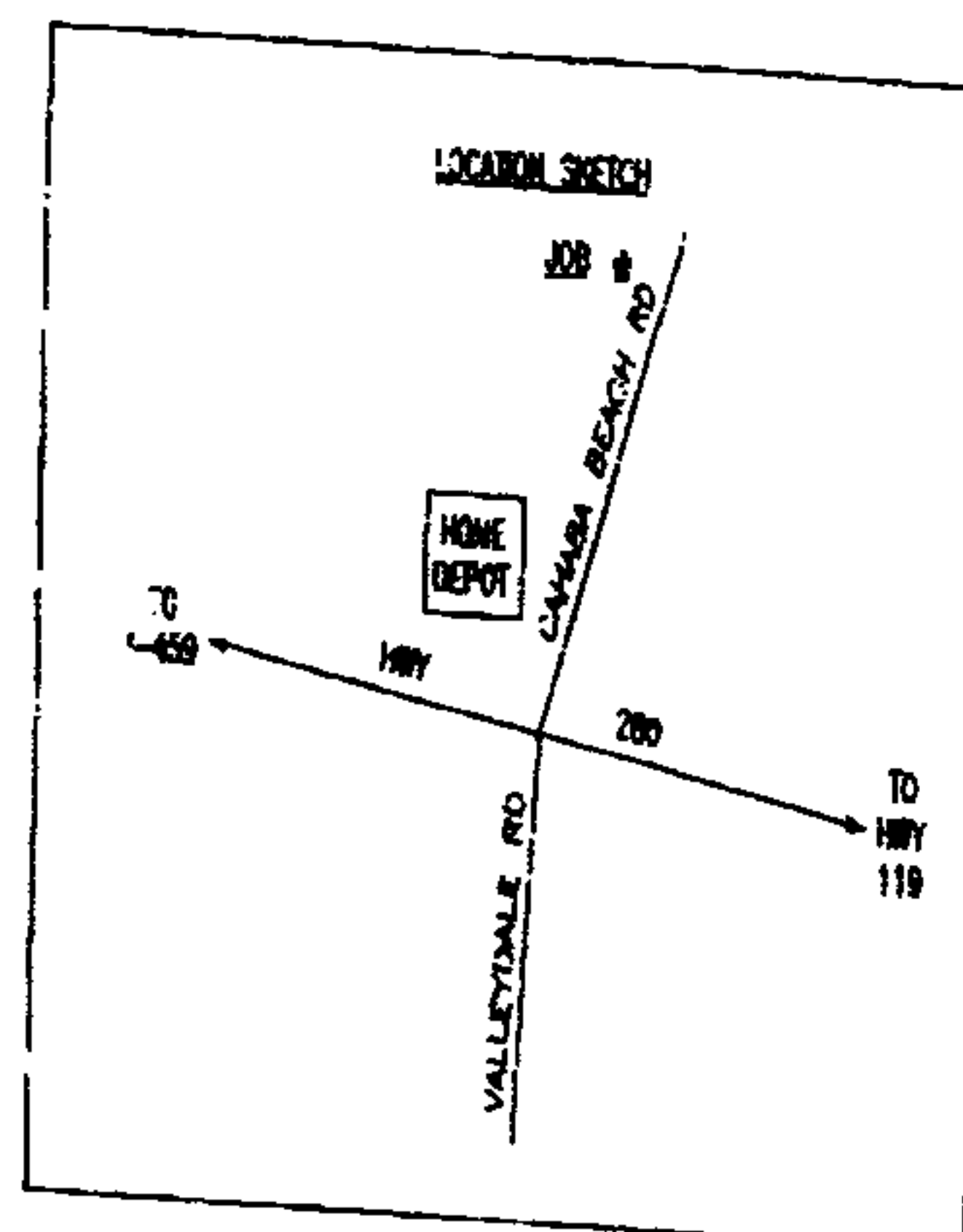
UNDERGROUND SCHOONLIZING SKETCH



- NOTES
1. WISER LANDING BASED ON SOCIETY CALCULATIONS
2. TRANSFORMER LOCATED ON 2000 MFT LANDING AT LRD-15 & 25 TON A/C
3. FLICKER CALCULATED ON A 25 TON A/C
4. PRIMARY CABLE TO BE #1/0 MINN 35M CABLE BURNED 4" BELOW GRADE IN 3" CONDUIT
5. ALL ROAD CROSSINGS WILL COMPLY WITH SHELLEY COUNTY'S REQUIREMENTS
6. ALL SECONDARY FROM TRANSFORMER TO SECONDARY PEDESTALS TO BE 2 #250 & 1 #3/0 XLP EXCEPT WHERE NOTED
7. ALL OTHER SECONDARY TO BE 2 #4/0 & 1 #1/0 XLP EXCEPT WHERE NOTED
8. ALL SECONDARY CABLE TO BE BURNED 3" BELOW GRADE IN 2" CONDUIT
9. MAXIMUM VOLTAGE DROP CALCULATED AT LOT 54 IS 2.56%
10. MAXIMUM FLICKER CALCULATED AT LOT 54 IS 3 HZ
11. APCO CONTRACTOR TO PERFORM ALL WIRING, INSTALL ALL THE CABLE, CONDUITS, TRANSFORMER PADS AND GROUND RODS
12. THE LOT OWNER WILL BEAR THE EXPENSE INCURRED DUE TO THE PROPOSED SERVICE LENGTH EXCEEDING THE MAXIMUM DISTANCE SPECIFIED BY THIS CSP
13. CUSTOMER TO PROVIDE & INSTALL SERVICE CONDUITS/CONDUCTORS FOR CLUB HOUSE
14. MAXIMUM PULLING TENSION 6000 LBS FROM LOCATION 5 TO 47



CONSTRUCTION COMPLETE



RISER LOADING				
PROPOSED RISER	EXISTING RISER	PROPOSED ZLSA	TOTAL ZLSA	ALLOWED ZLSA
2000	0	200A	200	200A
2000	0	200A	200	200A
2000	0	200A	200	200A

DATE: \_\_\_\_\_

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

PLAN SCALE

TOWN BIRMINGHAM COUNTY SHELBY

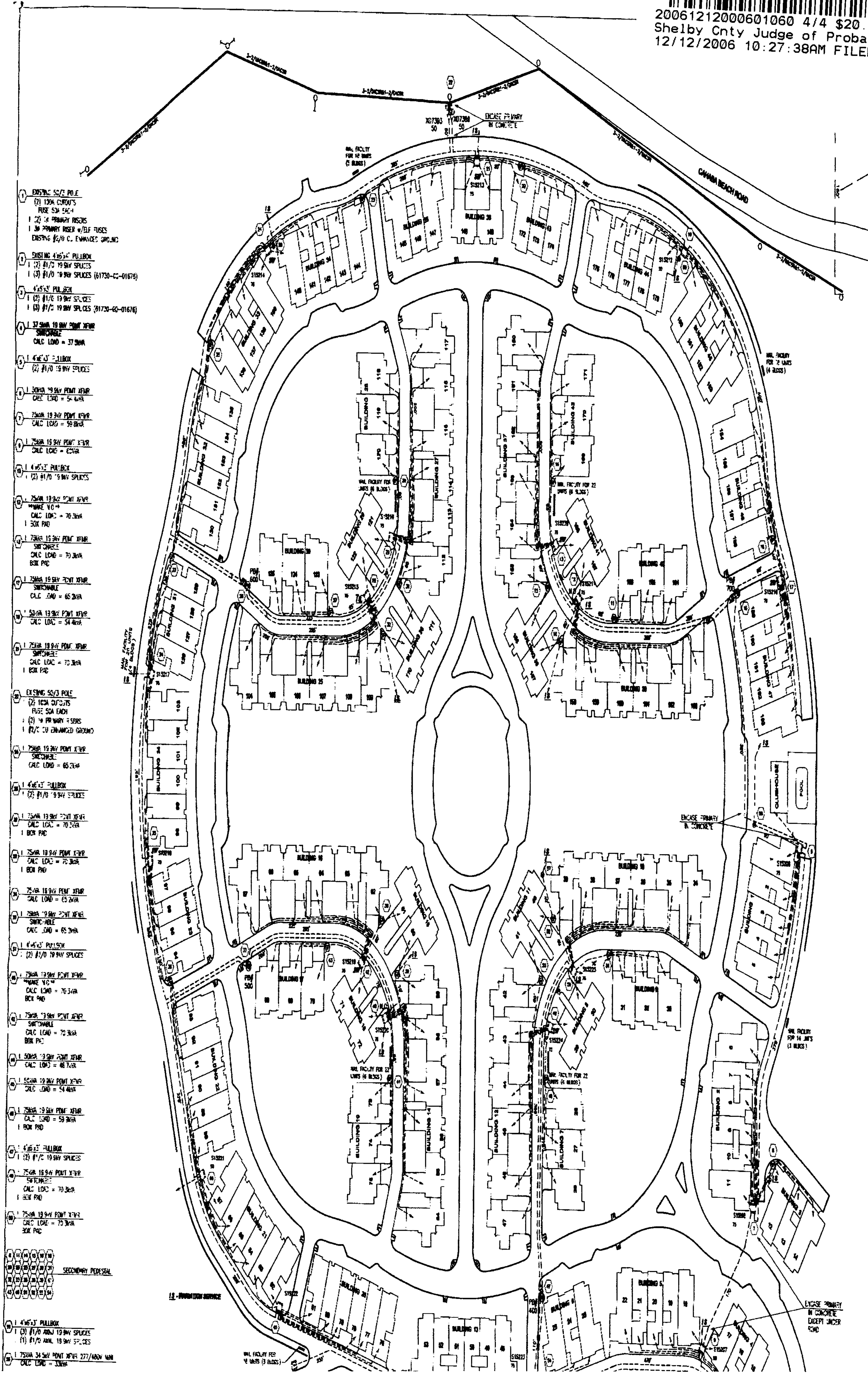
AUTOMATED DRAWING - NO MANUSCRIPT REVISIONS  
**ALABAMA POWER COMPANY**

JOB METRO SOUTH - EASTON DAM  
10-20 TOWNSHIP SEC. COMPLETION

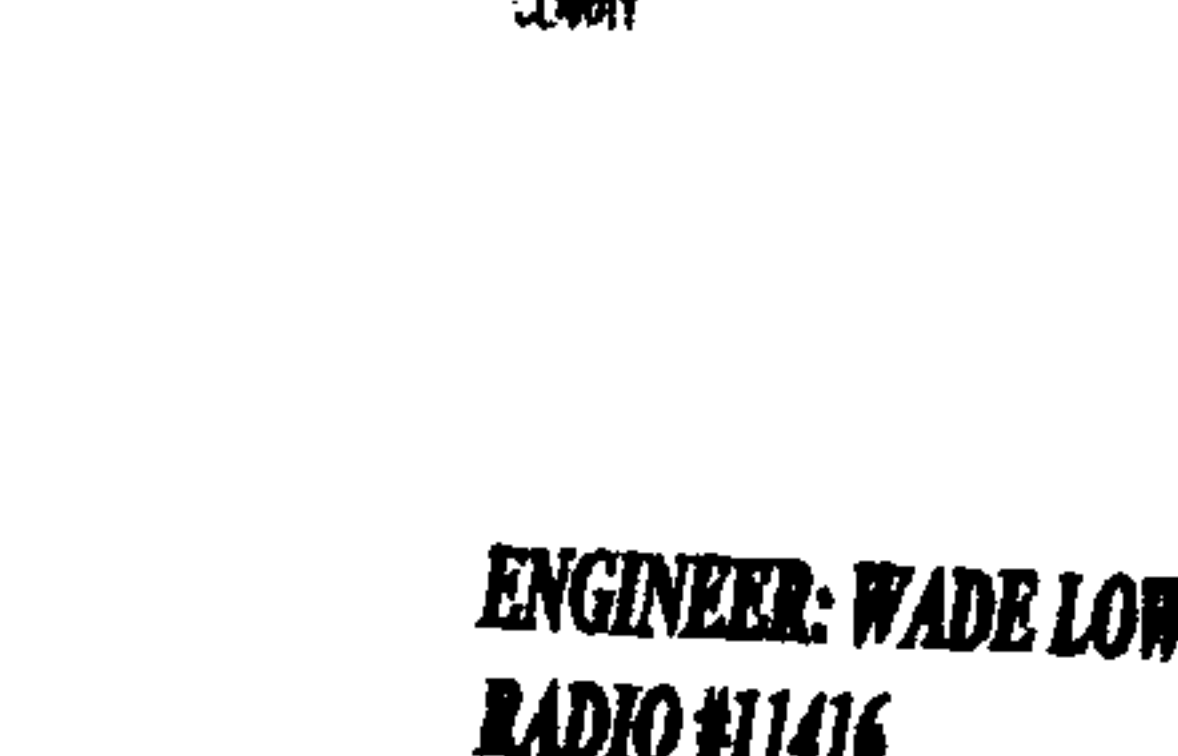
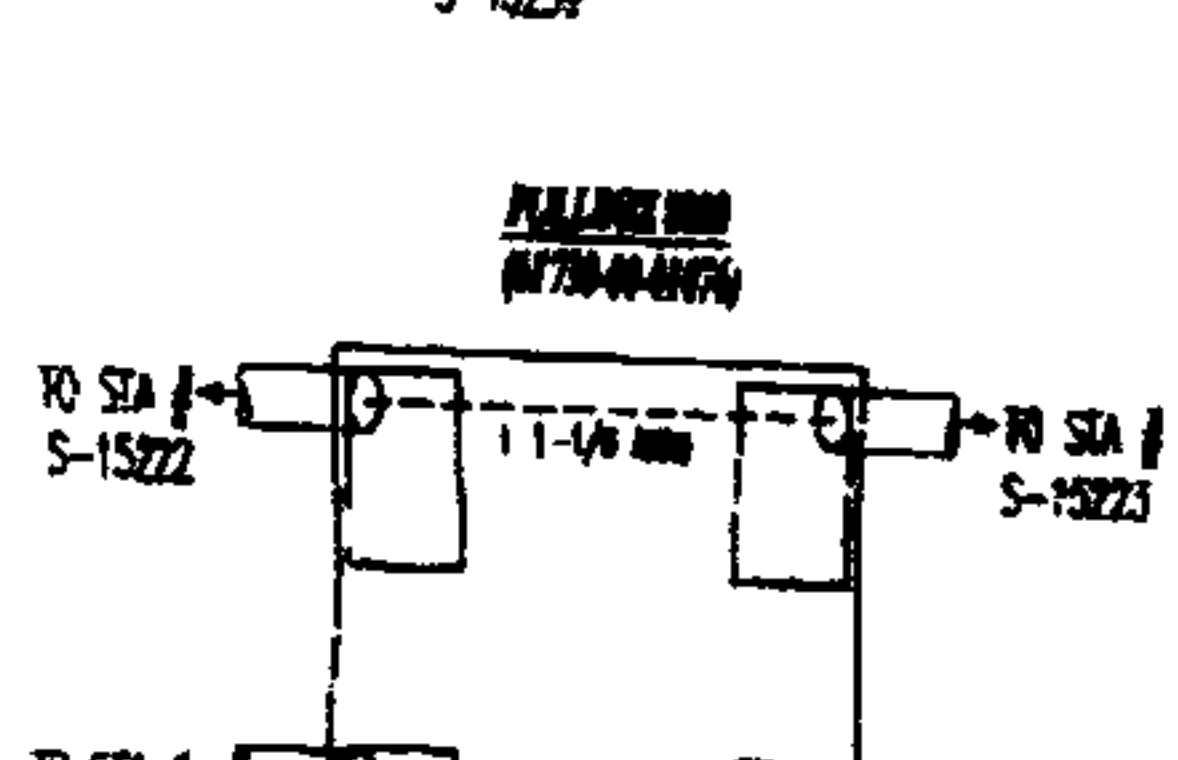
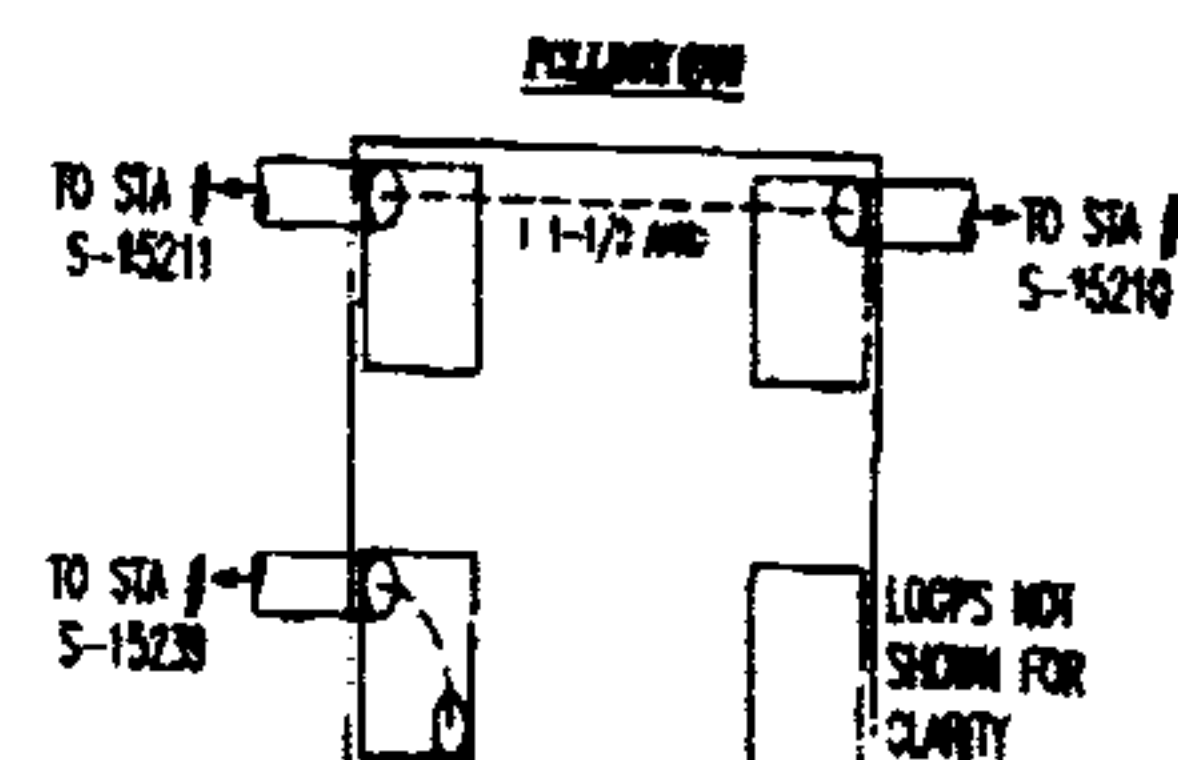
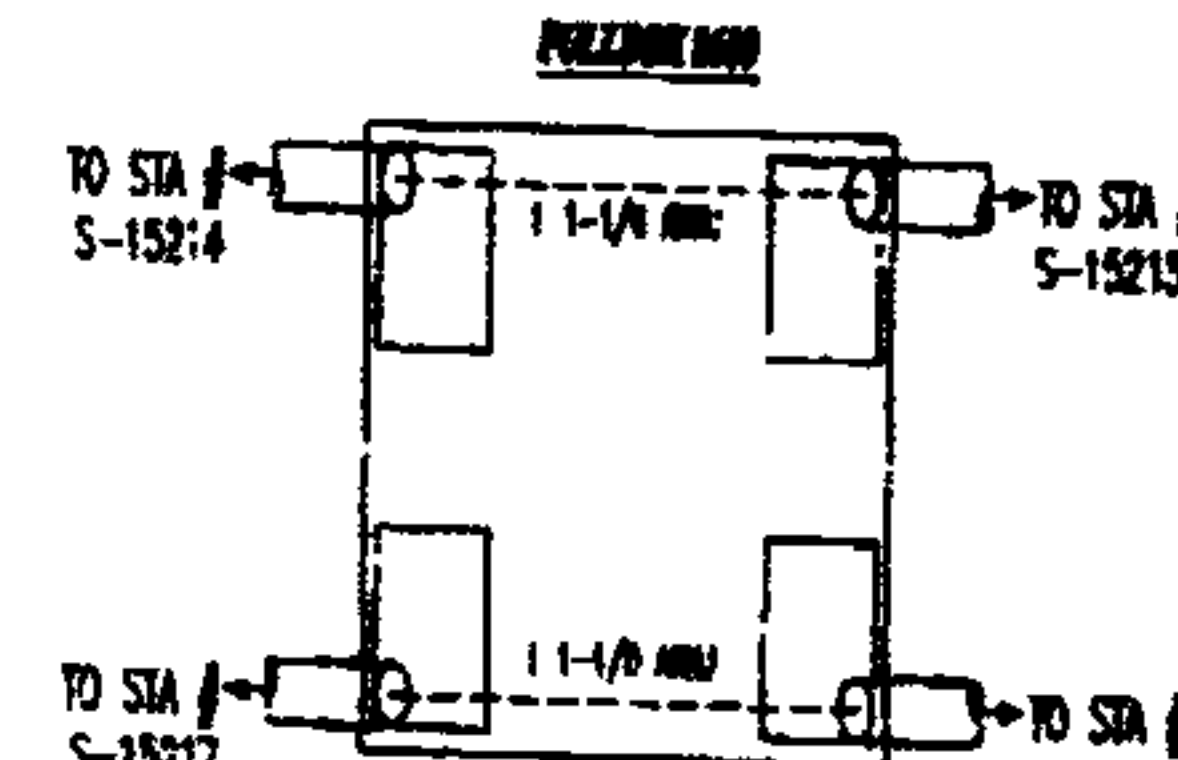
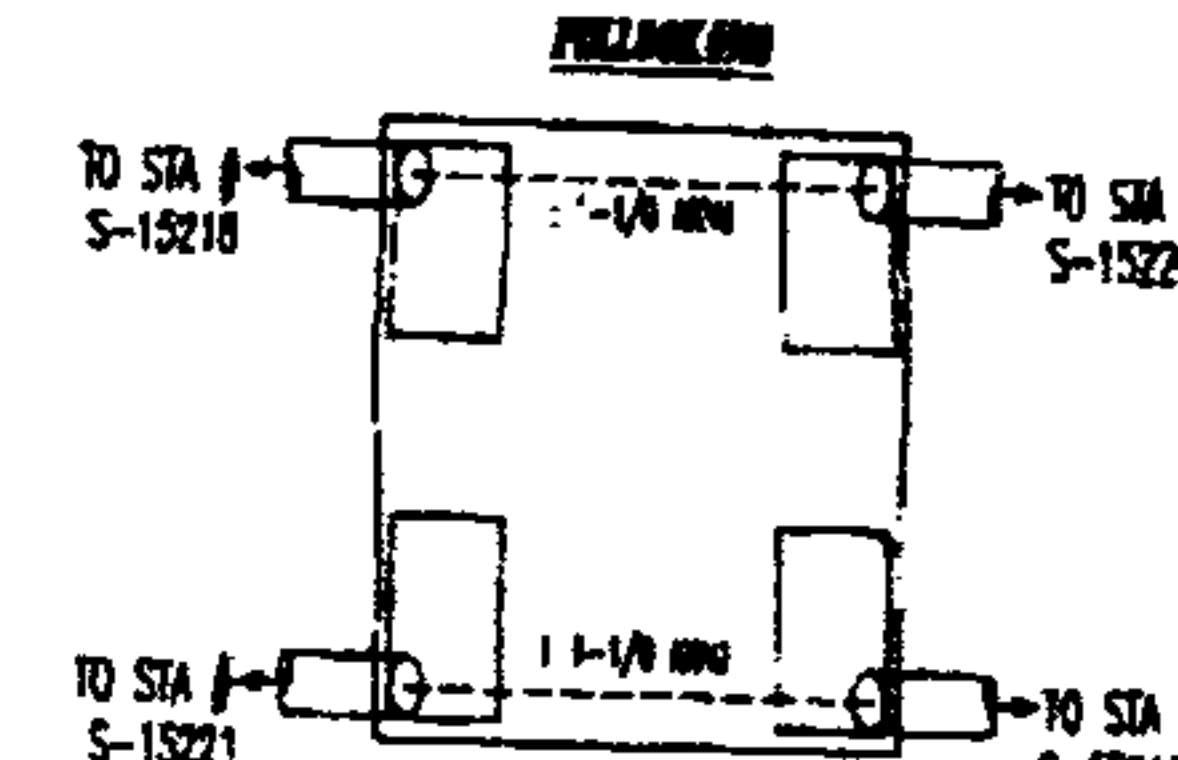
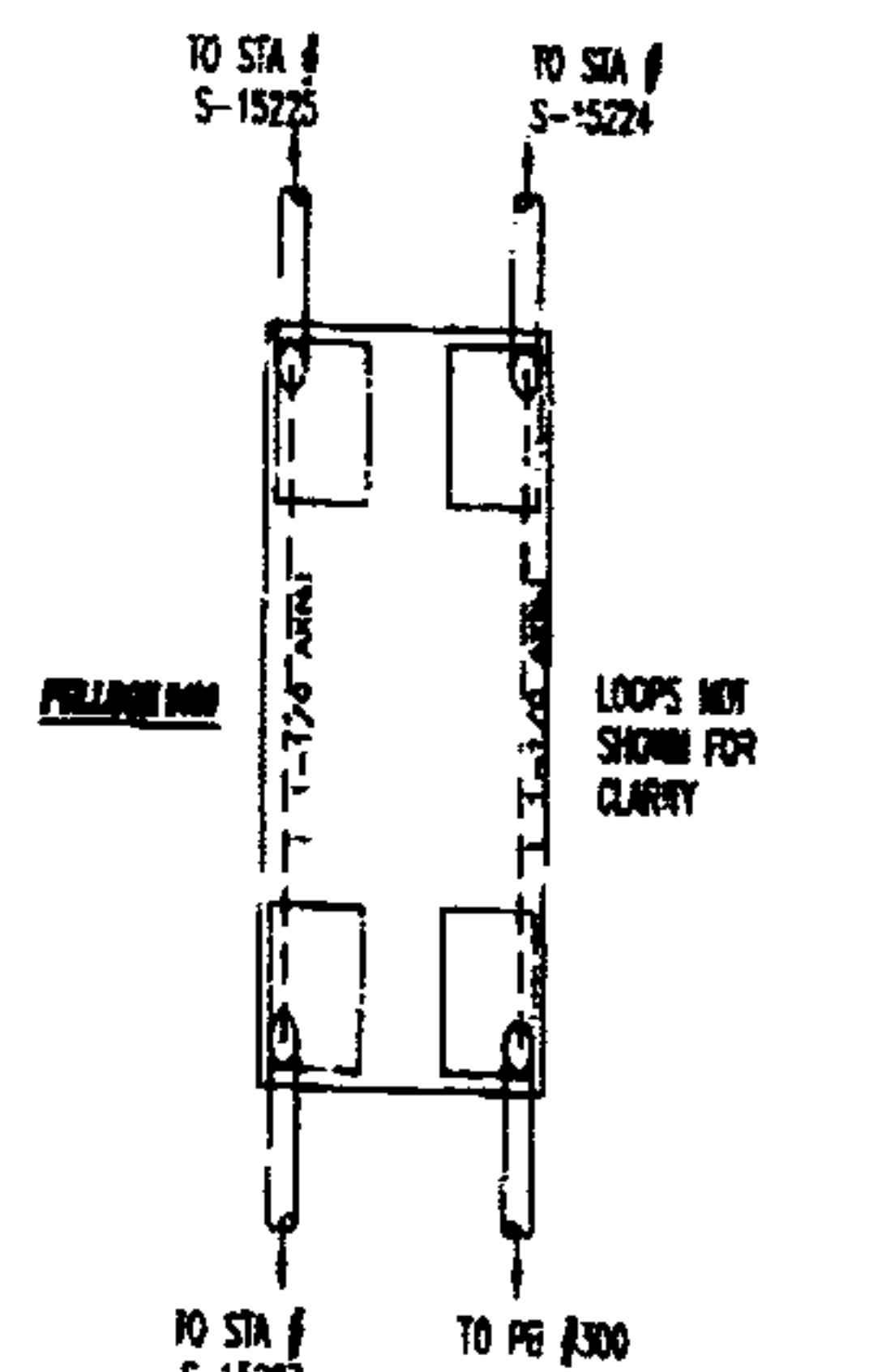
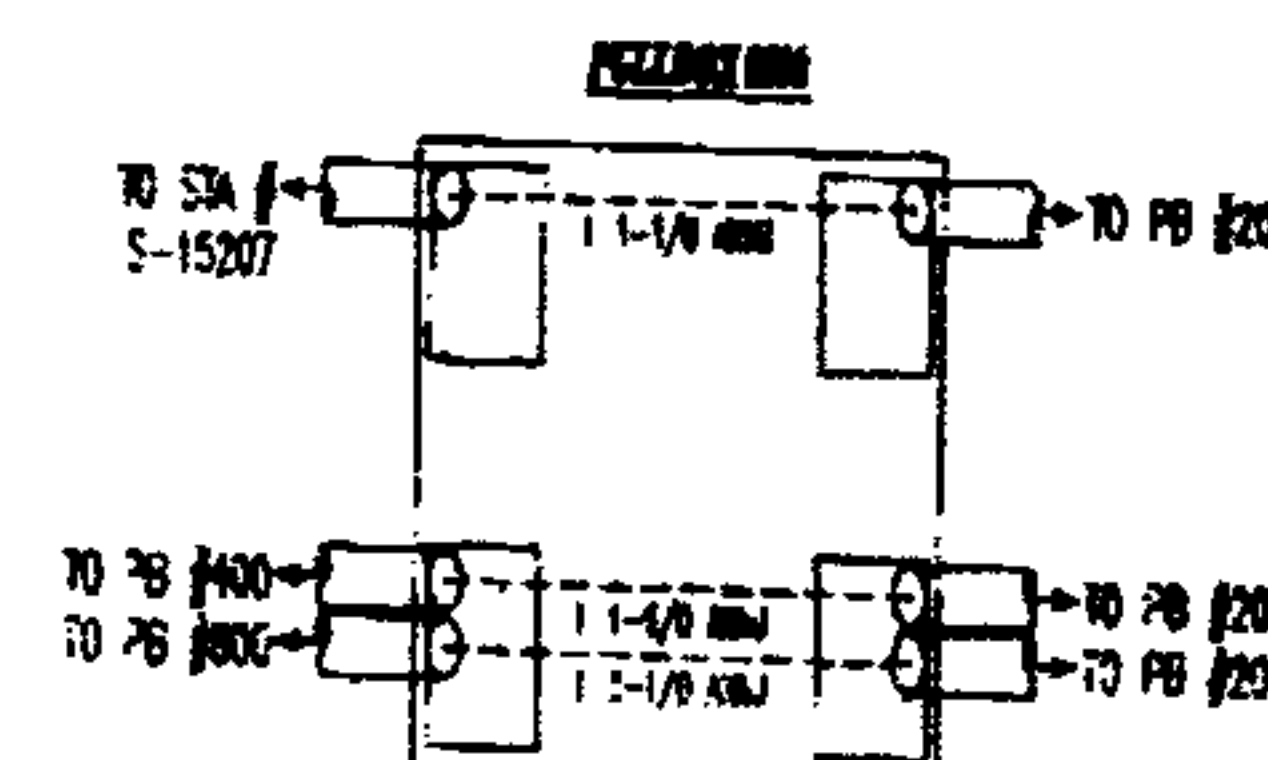


20061212000601060 4/4 \$20.50  
Shelby Cnty Judge of Probate, AL  
12/12/2006 10:27:38AM FILED/CERT

70718901  
70718904  
70718906



NOTE:  
GREEN CIRCUIT INSTALLED ON  
6170-00-01676



ENGINEER: WADE LOWMEYER  
RADIO #11416  
CONSTRUCTION COMPLE

DATE:

ANY CONSTRUCTION FIELD CHANGES  
ARE SHOWN IN RED ON THIS PLAN

ALABAMA POWER COMPANY