

EASEMENT - DISTRIBUTION FACILITIES
Metes and Bounds)

TO BE RECORDED: YES X NO

This instrument prepared by:

STATE OF ALABAMA }
COUNTY OF Shelby }
TAX ID # _____

W.E. No. 61700-00-0370-600
Parcel No. 70184884
Transformer No. _____

Larry D. Bryant
Alabama Power Company
P. O. Box 2641
Birmingham, Alabama 35291

I, **GRANT** KNOW ALL MEN BY THESE PRESENTS, That The Bryant Group, LLC

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
id by Alabama Power Company, a corporation, the receipt and sufficiency of which are hereby acknowledged, does hereby grant to Alabama Power Company, its
ccessors and assigns (the "Company"), the easements, rights and privileges described and designated in Section B below.

I. **RIGHTS** The easements, rights and privileges granted hereby are as follows:

- 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,
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.
- 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.
- 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
e 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
ereof; 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
acilities and Guy Wire Facilities, as applicable.

PROPERTY DESCRIPTION The easements, rights and privileges granted hereby shall apply to, and the word "Property" as used in this instrument shall mean, the
llowing described real property situated in Shelby County, Alabama (the "Property"):

Lot# 1, according to the Survey of Airport Commons, as recorded
in Map Book 36, Page 139 in the office of the Judge of Probate
of Shelby County, Alabama. Located in the South 1/2 of the NW 1/4
of Section 32, Township 21 South, Range 2 West.

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
provement 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
cilities, 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')
tside 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
on and shall inure to the benefit of Grantor, the Company and each of their respective heirs, personal representatives, successors and assigns and the words
ompany" 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 the 29th day of November, 2006.

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tness

tness

(Grantor)
The Bryant Group, LLC (SEAL)
(Grantor)
By: Steve Bowers (SEAL)
As: Member

I WITNESS WHEREOF, the said Grantor, has caused this instrument to be executed by _____ its authorized representative, as of the _____ day of _____, 20_____.

TEST (if corporation) or WITNESS:

(Grantor - Name of Corporation/Partnership/LLC)

y: _____
s: _____

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: _____

JUSTICE/CORPORATION/PARTNERSHIP/LLC NOTARY

STATE OF ALABAMA }
COUNTY OF Shelby }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Steve Bowman whose name as Member of The Bryant Group, 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 Member and with full authority, executed the same voluntarily for and as the _____ of said _____ [acting in such capacity as aforesaid].

Given under my hand and official seal, this the 29th day of November, 2006.

[SEAL]

Larry D. Smith
Notary Public
My commission expires: 2-6-10

For Alabama Power Company Corporate Real Estate Department Use Only

facilities on Grantor: _____

Station to Station: Shelby 2+5 to Shelby 2+100 (V.I.G.)

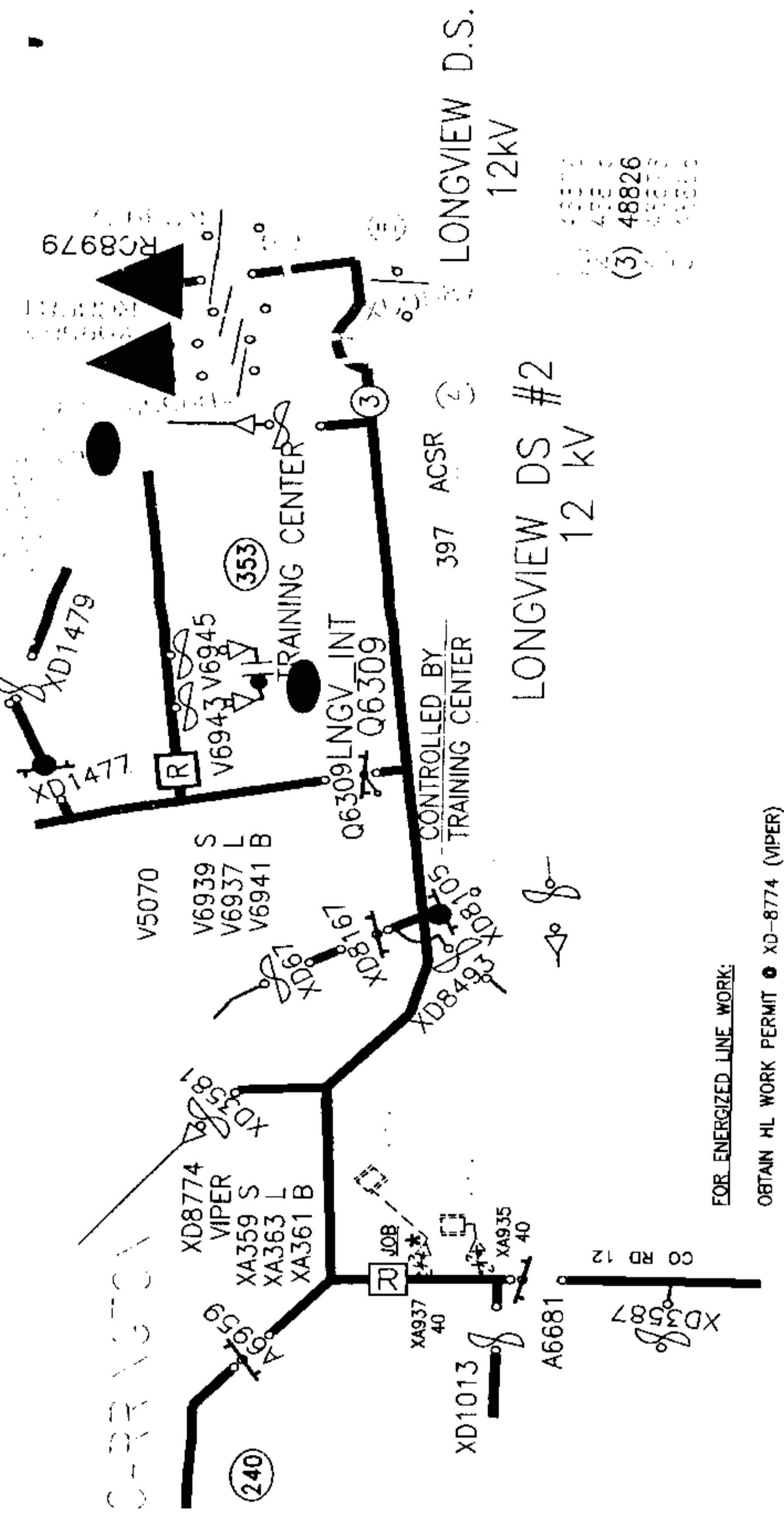
Shelby County, AL 05/17/2007
State of Alabama

Deed Tax: \$.50

20070517000231000 2/3 \$17.50
Shelby Cnty Judge of Probate, AL
05/17/2007 03:19:25PM FILED/CERT

70184884

SECTIONALIZING SKETCH

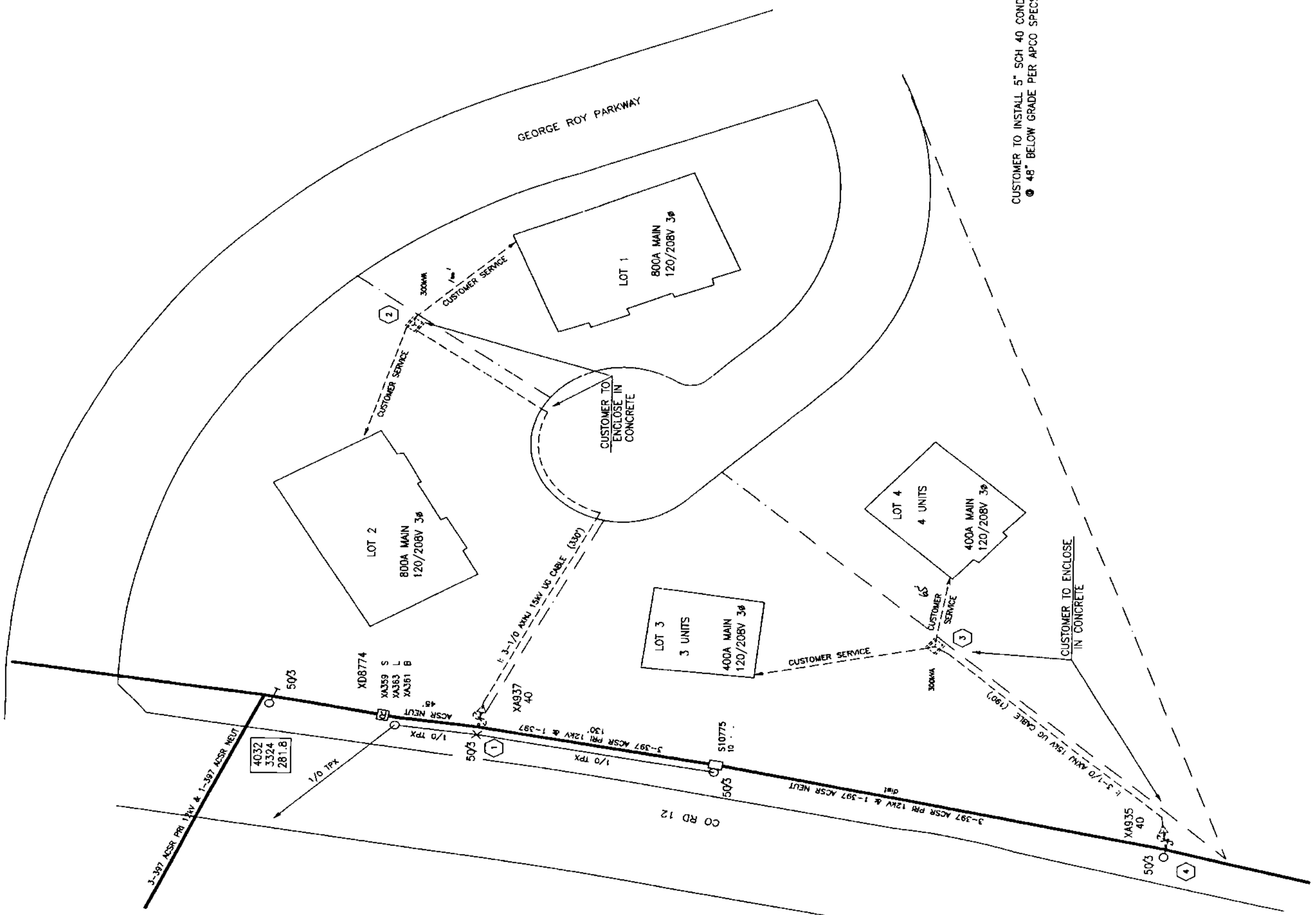


FOR ENERGIZED LINE WORK:
OBTAIN HL WORK PERMIT • XD-8774 (VIPER)
SUBSTATION: LONGVIEW D.S.
FEEDER #3 BREAKER #48826

LOAD INFORMATION				
LOT	LOT 1	LOT 2	LOT 3	LOT 4
LG	19.24	9.62	10.64	
A/C	28.56	20.40	20.74	
CRKNG	49.60	27.90		
WH	0.24	0.24	0.09	
MISC	5.74	4.10	2.52	
MTR			0.12	
TOTAL	103.38	62.11	34.28	
(kW)	114.9kVA	114.9kVA	89.0kVA	38.1kVA
(kVA @ 0.9 PF)				

- 1. 50/3 CCA POLE
- 2. 3" BKT & FCP
- 3. 3" 4" PRIMARY RISER
- 4. (3) 100A CUTOUPS & LAs
- 5. ON TRI-MT BKT FUSE
- 6. #4 CU ENHANCED GROUND
- 7. 300kVA 12kV DPM 120/208V
- 8. CALC. LOAD = 229.8kVA
- 9. (2) 32"x36"x14" CT CABINETS
- 10. (2) 3-200.5 CTs
- 11. 150kVA 12kV DPM 120/208V
- 12. CALC. LOAD = 107.1kVA
- 13. (2) 32"x36"x14" CT CABINETS
- 14. (2) 3-200.5 CTs
- 15. 3" 4" PRIMARY RISER
- 16. (3) 100A CUTOUPS & LAs
- 17. ON TRI-MT BKT FUSE
- 18. #4 CU ENHANCED GROUND

GEORGE ROY PARKWAY

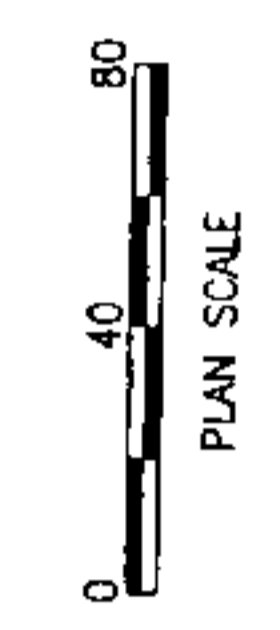


CONSTRUCTION COMPLETE:

DATE:

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

ALABAMA POWER COMPANY
JOB POWER DELIVERY - BIRMINGHAM SOUTH
DETAIL AIRPORT COMMONS
GEORGE ROY PKWY & CO RD 12
AUTOMATED DRAWING - MAKE NO MANUAL REVISIONS
TOWN: CALERA COUNTY: SHELBY
MAP REF: 2W-21-32 SEC-32.TP-21S.R-2W
DRAWN: LIC ENGR JORDAN DATE 07/31/06
APPROVED: DATE
SUPERSEDES: C-61700-00-03706



DEVELOPER:
KEN UNDERWOOD
(205) 369-4689
TERRY GALLOPS
369-4689

ENGINEER: BOB JORDAN
RADIO #11493

REVISED: 06/09/06 SLH



20070517000231000 3/3 \$17.50
Shelby Cnty Judge of Probate, AL
05/17/2007 03:19:25PM FILED/CERT