

EASEMENT - DISTRIBUTION FACILITIES
(Lot and Block)

TO BE RECORDED: YES X NO

This instrument prepared by:

STATE OF ALABAMA

W.E. No. 61700-00-02997

Jeff J. Callicott

COUNTY OF SHELBY

Parcel No. 70196987

Alabama Power Company

TAX ID # 23-1-01-4-001-001.023

Transformer No. S16261

P. O. Box 2641

Birmingham, Alabama 35291

A. GRANT KNOW ALL MEN BY THESE PRESENTS, That Weatherby Manor, LLC

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, 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"):

Lot 4-A of Block of Balmoral Phase II, Resurvey No. 1 as recorded in Map Book 38, page 15 and being located in the NE 1/4 of the SE 1/4 of Section 01, Township 21 South, Range 3 West and recorded in Deed Record 20070326000135130, on March 26, 2007, 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 3rd day of August, 2007.

Witness

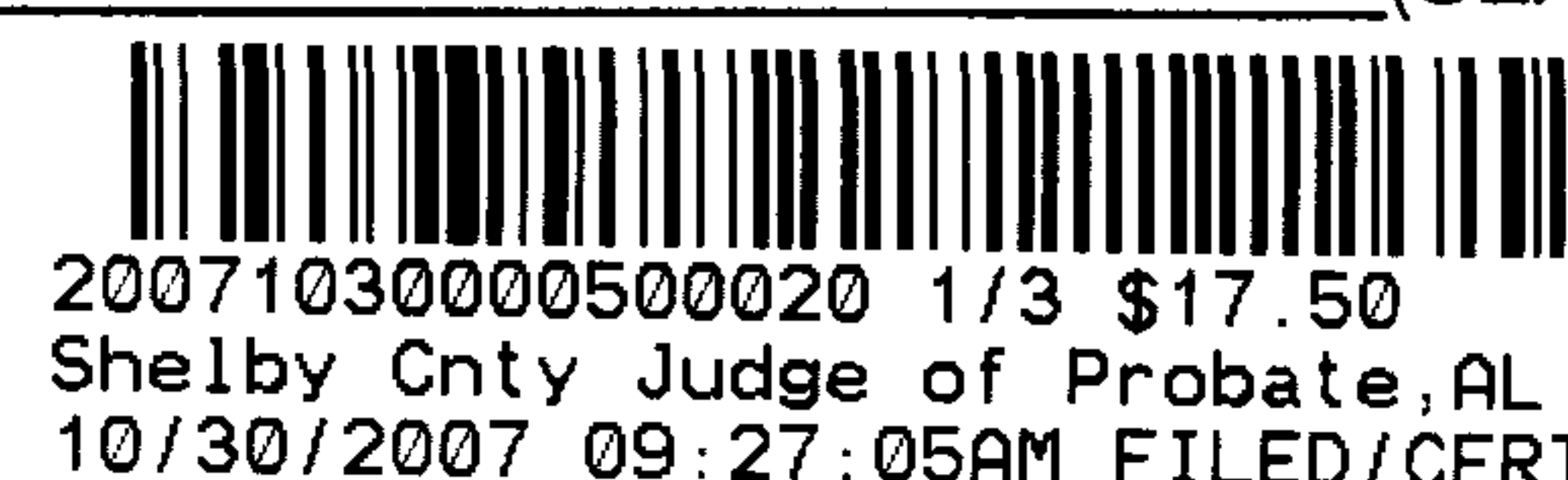
(Grantor) (SEAL)

Witness

Weatherby Manor, LLC (SEAL)
(Grantor)

Witness

By: [Signature], Pres. (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: _____
(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: _____

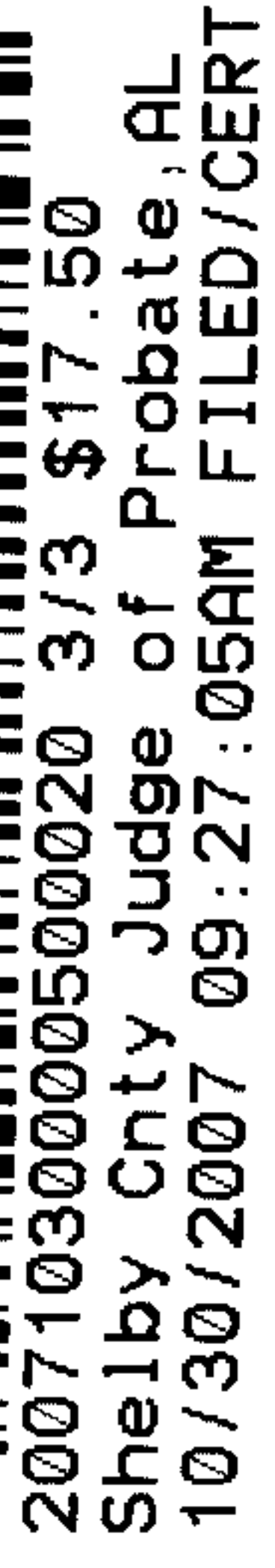
20071030000500020 2/3 \$17.50
Shelby Cnty Judge of Probate, AL
10/30/2007 09:27:05AM FILED/CERT

TRUSTEE/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 IRVING MEISLER
_____, whose name as PRES. of WEATHERBY MANOR, 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 _____ 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 3RD day of AUGUST, 2007.
[SEAL] Sue R. Sweatt
Notary Public
My commission expires: 1/15/08

For Alabama Power Company Corporate Real Estate Department Use Only

All facilities on Grantor: _____ Station to Station: STA 1+100 To STA 3+00
ANCHOR AT STA 2+00
Shelby County, AL 10/30/2007
State of Alabama
Deed Tax: \$.50



ALABAMA POWER
A SOUTHERN COMPANY

Sheet 1 of 1

Customer	Location	Agreed Serv. Date	County	Section	Township	Range	Add'l Info	NJUNS Ticket #	LOC	Transformer Loading
Candlewood Suites	1014 Belmar Dr	5-15-08	Shelby	1 SE	21 S	3 W	Randy Jackson	991-3555(CO) 966-3442	3	272 KVA
Birmingham Division	Metro-South	Alabaster	LINC# 11066	Date 7/16/07	Substation ALABASTER	X	Y 24702	X A151		

ENERGIZED LINE WORK	
SUB.	A/ABASTER
OCB/OCR#	24702
SWITCH#	XA151
FUSE SIZE	100A

"MISS-ALL" # 1-800-292-8525		Voltage
DATE CALLED _____		
Pri	Sec.	
17	17	

WATER WORKS	PHONE CO.
DATE CALLED	

TRANSFER OF ATTACHMENTS	
YES	NO
OTHER _____	
KNOWLEDGE _____	
CHARTER _____	
OTHER _____	

TREE CREW		PERMITS REQ'D	X	R/W	CITY	COUNTY	STATE		OTHER		SCALE	N.T.S.	Ft. Per Inch

targ**et**

ZERO

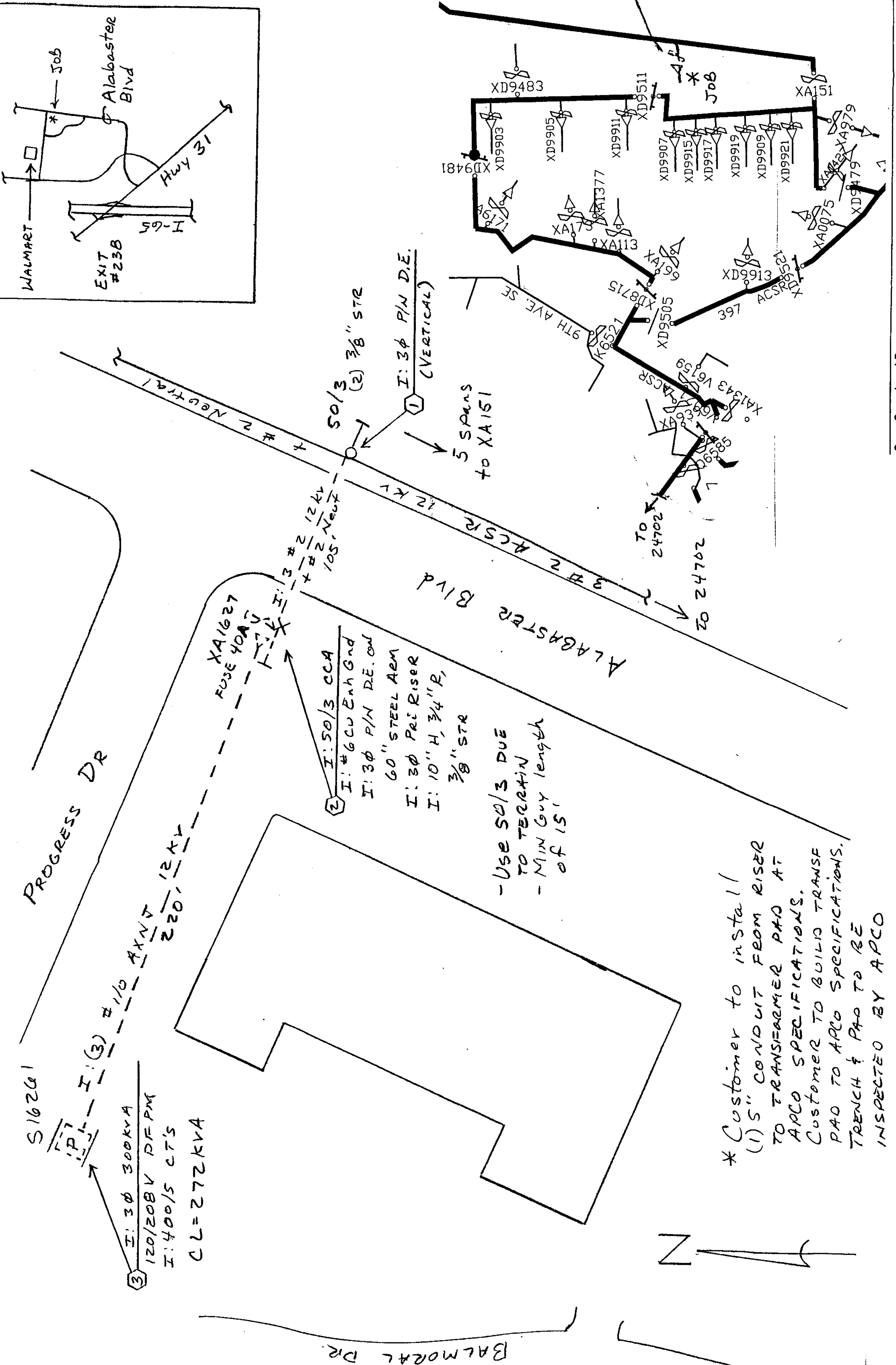
ONE DAY AT A TIME

PERFORM
JSA

— XA1627

OWNER:
IRVING MEISLER
991-3555

70/96987



* Customer to install
(1) 5" CONDUIT FROM RISER
TO TRANSFORMER PAD AT
APCO SPECIFICATIONS.
CUSTOMER TO BUILD TRANS
PAD TO APCO SPECIFICATIONS.
TRENCH & PAD TO BE
INSPECTED BY APCO