

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. 61730-00-0053-7
Parcel No. 70189152
Transformer No. S14647

Matt Fields

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

A. **GRANT** KNOW ALL MEN BY THESE PRESENTS, that City of Hoover, Alabama, an Alabama municipal corporation 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, 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, 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 (15') of the center line of the lines of such poles, towers or other Facilities.

3. **Guy Wire and Anchor.** 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 to be erected on 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 in SE 1/4 of SE1/4 Section 10, Township 19s, Range 2w, and Sw1/4 of SW1/4 Section 11, Township 19s, Range 2
Source of title recorded in Deed Instrument 1997-371675 in the office of the Judge of Probate of Shelby County, Alabama.

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 said Grantor, has caused this instrument to be executed by Tony Petelos
authorized representative, as of the 6th day of March, 2007

ATTEST (If corporation) or WITNESS:

By: [Signature]
Its: City Clerk

City of Hoover, Alabama, an Alabama municipal corporation
Grantor - Name of Corporation/Partnership/LLC)

By: [Signature] (SEAL)
Its: Mayor

[Indicate President, General Partner, Member, etc.]

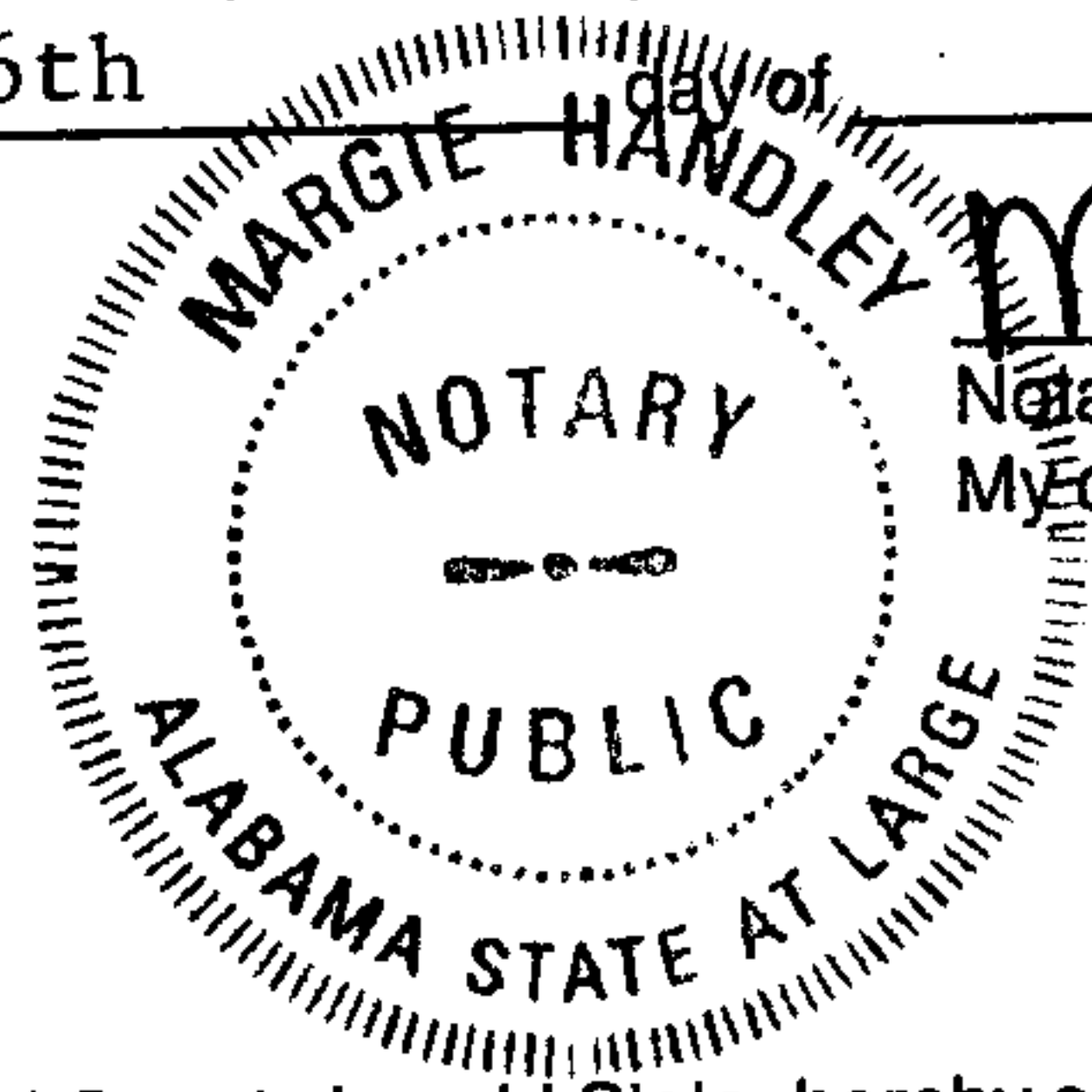
70189152

INDIVIDUAL NOTARIES

STATE OF ALABAMA }
COUNTY OF Jefferson }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Tony Petelos
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 6th day of March, 2007.

[SEAL]



Margie Handley
Notary Public
My commission expires: 4/28/10

STATE OF ALABAMA }
COUNTY OF _____ }

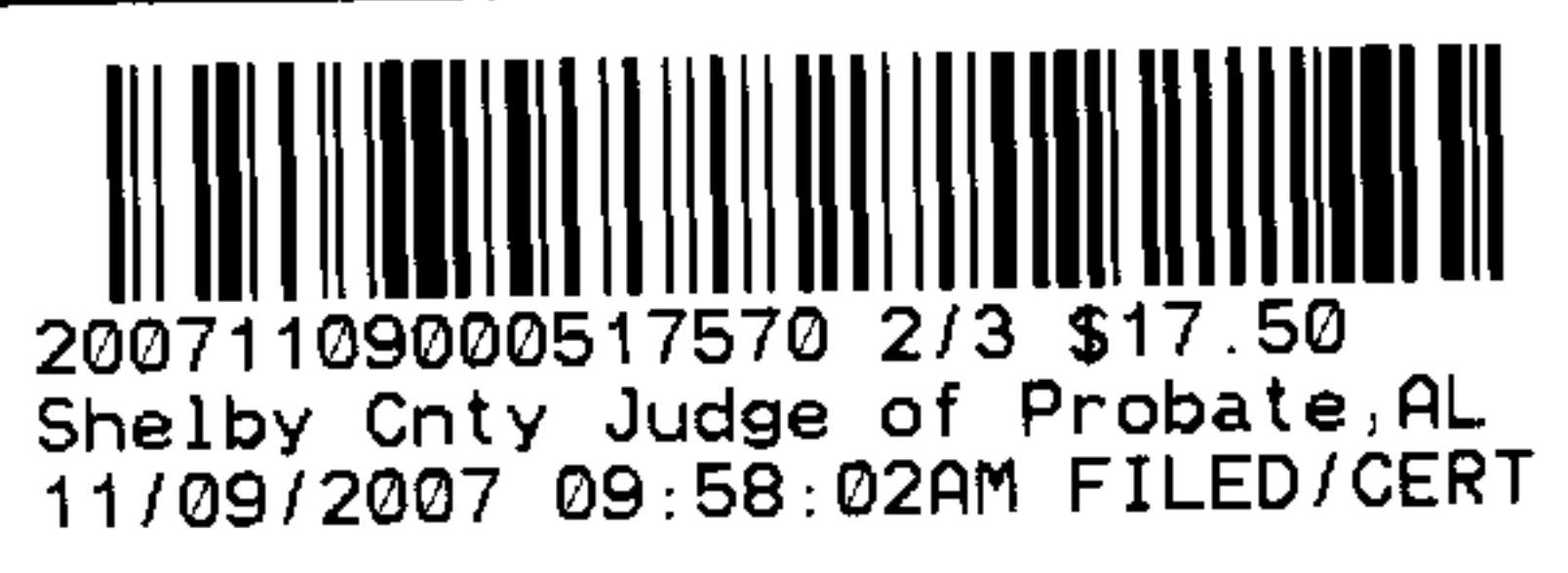
I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that _____
whose name(s) is/are signed to the foregoing instrument and who is/are known to me, acknowledged before me on
this day that being informed of the contents of the instrument, he/she/they executed the same 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 _____ }



I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that _____
whose name as _____ of _____
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 _____ day of _____, _____.

[SEAL]

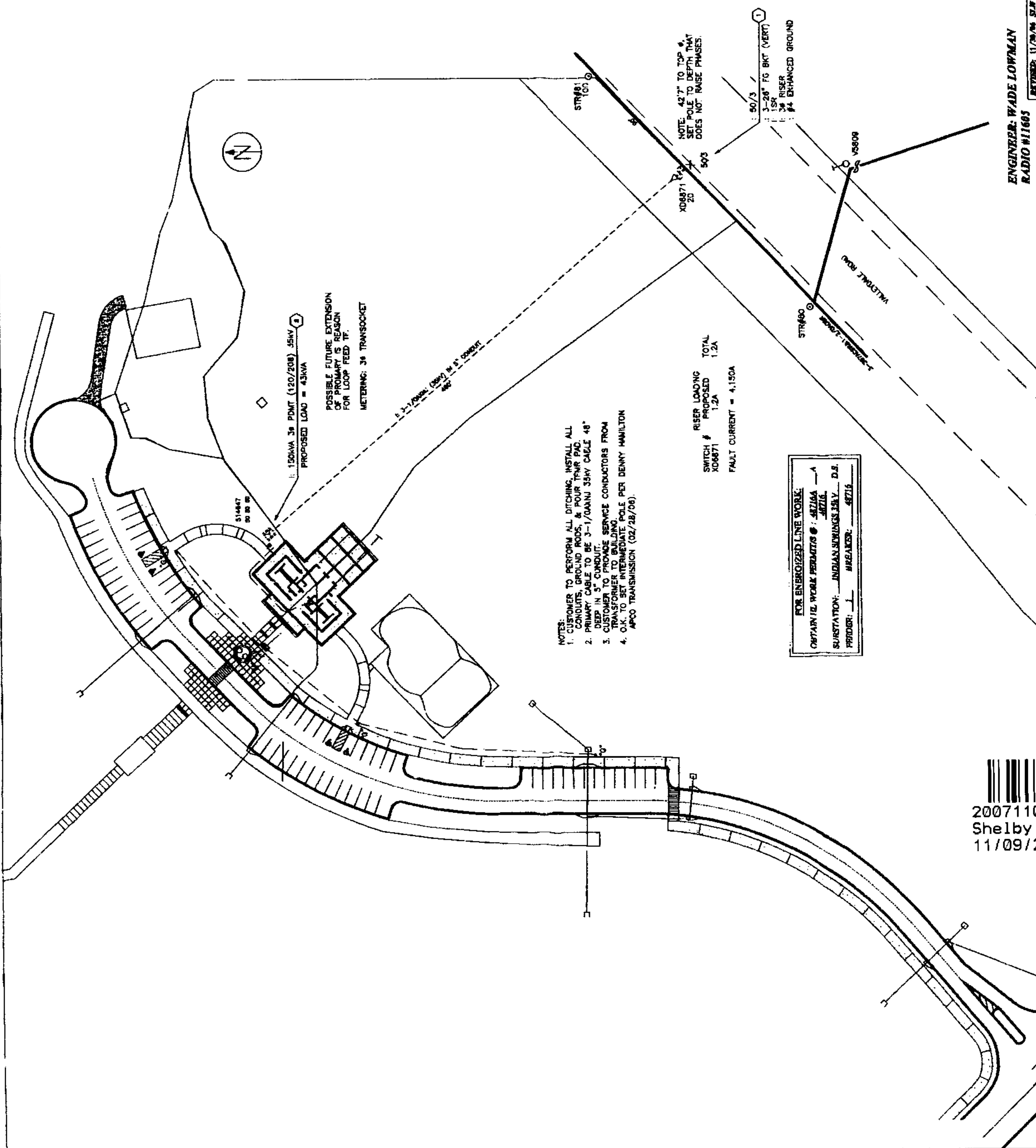
Notary Public
My commission expires: _____

For Alabama Power Company Corporate Real Estate Department Use Only

All facilities on Grantor: X

Station to Station: Sta. 1+00 to 2+00

70189152



- NOTES:
1. CUSTOMER TO PERFORM ALL DITCHING, INSTALL ALL CONDUITS, GROUND RODS, & FOUR-PHASE PAD.
 2. PRIMARY CABLE TO BE 3-1/4\"/>
 3. CUSTOMER TO PROVIDE SERVICE CONDUCTORS FROM TRANSFORMER TO BUILDING.
 4. O.K. TO SET INTERMEDIATE POLE PER DENNY HAMILTON.
- APCO TRANSMISSION (02/28/06).

RISE R LOADING
SWITCH # PROPOSED TOTAL
X06871 1.2A 1.2A
FAULT CURRENT = 4.150A

FOR ENERGIZED LINE WORK:
OBTAIN THE WORK PERMITS @ : ATZIMA - A
SUBSTATION: INDIAN SPRINGS SVY. D.S.
PRIOR TO: WREASER: 48715

CONSTRUCTION COMPLETE:

DATE:

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

AUTOMATED DRAWING - MAKE NO MANUAL REVISIONS	
ALABAMA POWER COMPANY	
TOWN: HOOVER	COUNTY: JEFFERSON
MAP REF:	SEC: 1P- R-
JOB: METRO SOUTH - PATTON CHAPEL	
DETAIL: CITY OF HOOVER - SPAIN PARK	
4740 VALLEYDALE ROAD	
ENGINEER: W. LOWMAN	DATE: 03/06/06
SCALE: 1" = 50'	PLOTTED: 11-30-06
SHEET 1 OF 1 SHEETS	C-61750-00-00538
APPROVED:	SUPERVISOR:

ENGINEER: WADE LOWMAN
RADIO #11683

20071109000517570 3/3 \$17.50
Shelby Cnty Judge of Probate, AL
11/09/2007 09:58:02AM FILED/CERT

70189152