EASEMENT - DISTRIBUTION FACILITIES
(Metes and Bounds)

TO BE RECORDED: YES X **NO** ____

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

W.E. No. 61730-00-0083-600
Parcel No. 70194643
Transformer No. ____

This instrument prepared by:
Larry D. Brantley
Alabama Power Company
P. O. Box 2641
Birmingham, Alabama 35291

A. GRANT KNOW ALL MEN BY THESE PRESENTS, That Wayne J. Scotch, Jr. and wife Stephani K. Scotch, James S. Clemmer and wife Patricia S. Clemmer

as grantors (s), (the "Grantor", whether one or more) for and in consideration of One and No/100 ($1.00) and other good and **valu**able 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, 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.

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 in the NE1/4 of the NE1/4 of Section 3, Township 19 South, Range 2 West as is recorded in Deed Record 20060130000047180 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 undersigned Grantor(s) ~~has~~/have set ~~his/her~~/their hand(s) and seal(s) this the ____ day of February, 20 07.

Witness

Witness

Witness

witness

Wayne J. Scotch, Jr. (SEAL)
(Grantor)

Stephani K. Scotch (SEAL)
(Grantor)

By: James S. Clemmer (SEAL)
As: (Grantor)

Patricia S. Clemmer (seal)
(Grantor)

Form 5-5783 Rev. 4/05

20071109000517730 1/3 $19.50
Shelby Cnty Judge of Probate, AL
11/09/2007 09:58:18AM FILED/CERT

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: _____

Its: _____

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 Shelby }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Wayne and Stephanie Scotch, James and Patricia Clemmer 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 28 day of February, 2007.

[SEAL]

Notary Public
My commission expires: My Commission Expires September 6, 2010

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 Wayne, Stephanie Scotch and Patricia & James, 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: _____

20071109000517730 2/3 $19.50
Shelby Cnty Judge of Probate, AL
11/09/2007 09:58:18AM FILED/CERT

For Alabama Power Company Corporate Real Estate Department Use Only

All facilities on Grantor: _____

Station to Station: Stat 3 too to Stat 7+00
Stat 7+00 to Stat 8+00 (Uds)
West Guy on Stat 3 and guy on Stat 7

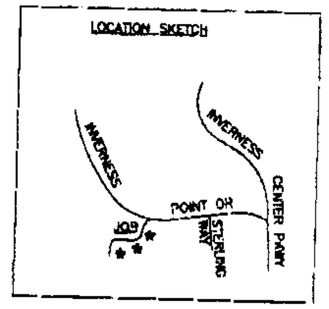
Shelby County, AL 11/09/2007
State of Alabama

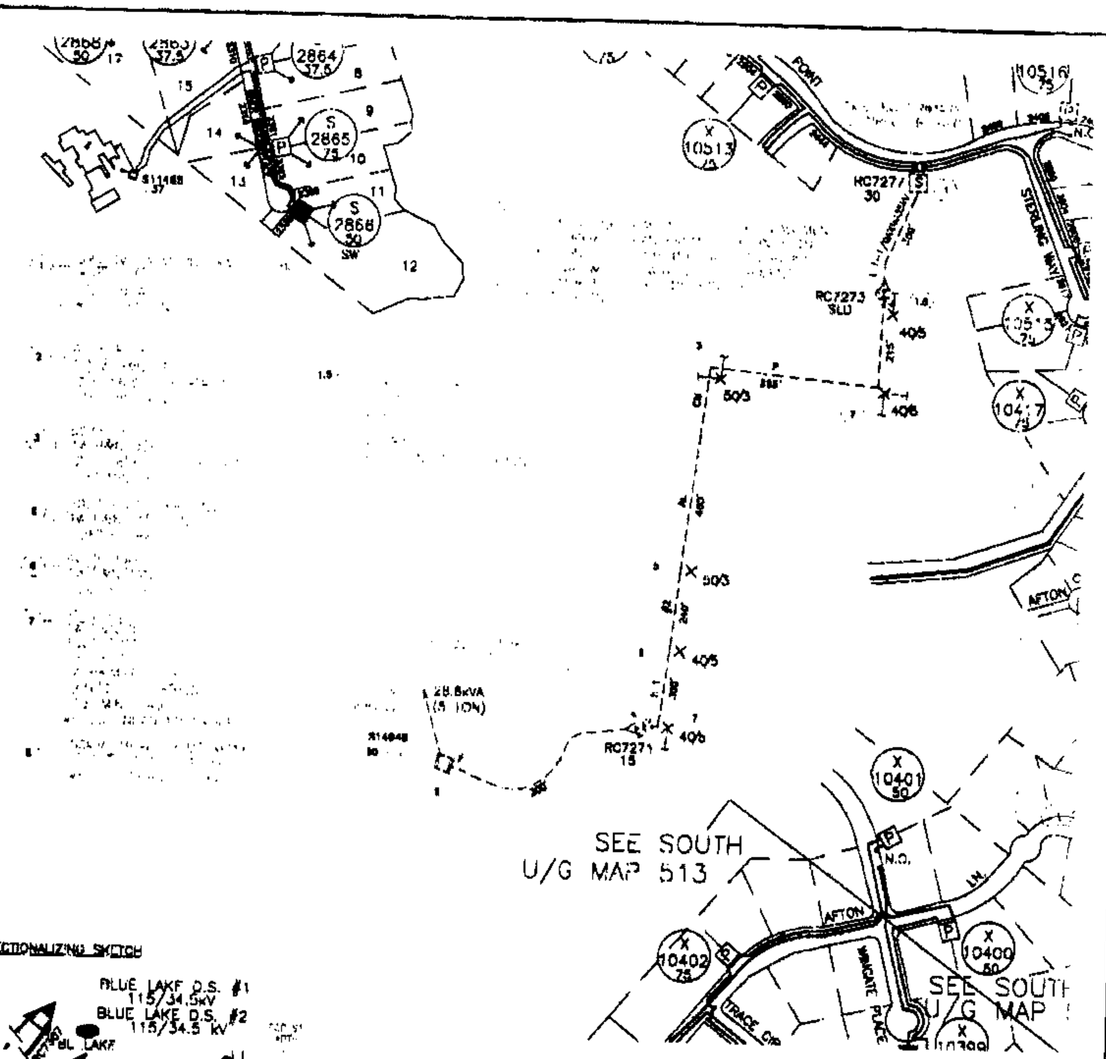
Deed Tax:$.50

20071109000517730 3/3 $19.50
Shelby Cnty Judge of Probate,AL
11/09/2007 09:58:18AM FILED/CERT

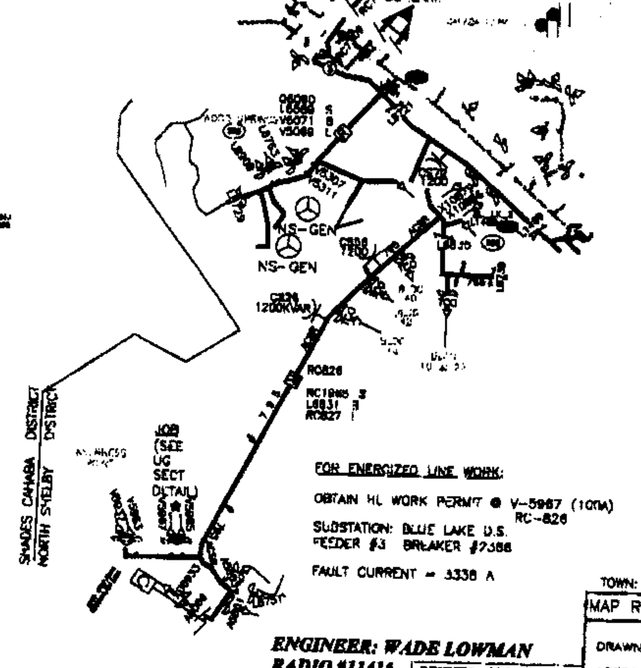
UNDERGROUND SECTIONALIZING DETAIL
INVERNESS OVERALL MAP

LOCATION SKETCH





OVERHEAD SECTIONALIZING SKETCH



RISER LOADING

	EXISTING	PROPOSED	TOTAL	AMPACITY
	0A	23A	23A	247A
	--	23A	23A	23A

MAX CABLE PULL = 728.03 (TENSION OUT)
MAX SWSP = 242.68

CONSTRUCTION COMPLETE:

DATE:

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

FOR ENERGIZED LINE WORK:

OBTAIN HL WORK PERMIT @ V-5987 (100A)
RC-826

SUBSTATION: BLUE LAKE D.S.
FEEDER #3 BREAKER #7586

FAULT CURRENT = 3336 A

ENGINEER: WADE LOWMAN
RADIO #11416

PLAN SCALE 0 300 600

AUTOMATED DRAWING - MAKE NO MANUAL REVISIONS

ALABAMA POWER COMPANY

JOB POWER DELIVERY - BIRMINGHAM SOUTH
DETAIL WAYNE SCOTCH JR
INVERNESS POINT DR

TOWN: INVERNESS COUNTY: SHELBY
MAP REF: SEC-1,2,TP-19S,R-2W
DRAWN LTC ENGR LOWMAN DATE 04/05/05
APPROVED DATE
APPROVED DATE
SCALE 1" = 300' PLOTTED 01-30-07
SHEET 1 OF 1 SHEETS
SUPERSEDES

C-61730-00-00836

70194663
70194664

70194663
70194664