

EASEMENT, DISTRIBUTION FACILITIES
(Metes and Bounds)

20.50

TO BE RECORDED: YES X NO

This instrument prepared by:

[Signature]

Alabama Power Company

P. O. Box 2641

Birmingham, Alabama 35291

STATE OF ALABAMA }
COUNTY OF Shelby }
TAX ID #

W.E. No. 61700-00-0311-700

Parcel No. 70197871

Transformer No.

A. GRANT KNOW ALL MEN BY THESE PRESENTS, That Shelby County, Alabama

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, translosures, 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"):

See EXHIBIT "A" attached hereto and made a part hereof for a
legal description of the property involved.

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 hands and seal(s) this the 30 day of August, 20 07.

Witness

Witness

Witness

(Grantor)

(Grantor)

By:

As:

Shelby County, Alabama

ALEX DUDCHOCK

Co. Mgr. - Shelby Co.

(SEAL)

(SEAL)

(SEAL)

[Handwritten mark]

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 _____ }

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: _____

20071114000522060 2/4 \$20.50
Shelby Cnty Judge of Probate, AL
11/14/2007 10:45:41AM 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 Alex Dudchuck whose name as County Manager of Shelby County, AL 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 County Manager and with full authority, executed the same voluntarily for and as the act of said County Manager of Shelby County [acting in such capacity as aforesaid].

Given under my hand and official seal, this the 30th day of August 2007.

[SEAL]

Notary Public
My commission expires: _____

Kim W Reynolds

For Alabama Power Company Corporate Real Estate Department Use Only

All facilities on Grantor: _____

Station to Station: Sta# 15 + 00 to Sta# 4 + 00 (Overhead)

Shelby County, AL 11/14/2007
State of Alabama

Sta# 6 + 00 to Sta# 6 + 425 (Urd)

Deed Tax: \$.50

Guy: on Sta# 4, 9, 10, 11, 14, 15, 16, 17, 18, 19, 20, 22, 23, 24, 25

EXHIBIT "A"

Lots # 19 thru # 24 of the Shelby West Corporate Park Sector 1-Phase 2 as is recorded in Map Book 34, Page 40 and Map Book 34, Page 93'

A parcel of land in the West1/2 of Section 19, Township 21 South, Range 2 West as is recorded in Real Book 261 at Page 475 in the office of the Judge of Probate of Shelby County, Alabama.


Shelby West Corporate Park Site 16 as is recorded in Map Book 35 at Page 98 in the office of the Judge of Probate of Shelby County, Alabama.

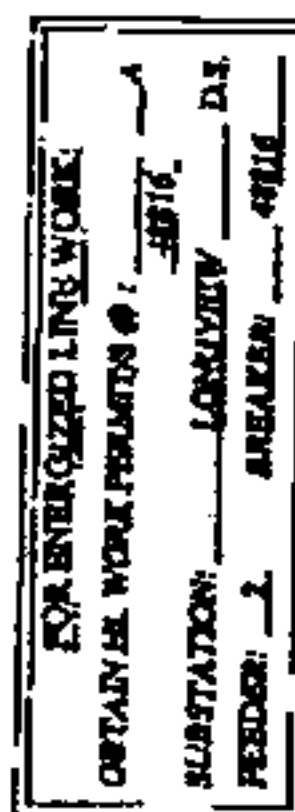
Shelby West Corporate Park 10, 12, 13 and 14 Survey as is recorded in Map Book 27 at Page 61 in the office of the Judge of Probate of Shelby County, Alabama.

Shelby West Corporate Park Resub of Lot# 7A and Lot# 7B

All land is located in the West1/2 of Section 19, Township 21 South, Range 2 West.

70197871


20071114000522060 3/4 \$20.50
Shelby Cnty Judge of Probate, AL
11/14/2007 10:45:41AM FILED/CERT

[illegible]

CONSTRUCTION COMPLETE

CAI = 1

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

PLAN SCALE

0 200 400

ALABAMA POWER COMPANY
JCS - MELBOURNE SOUTH - VARNONS
AUTOMATED DRAWING - MAKE NO MATHS, REVISIONS

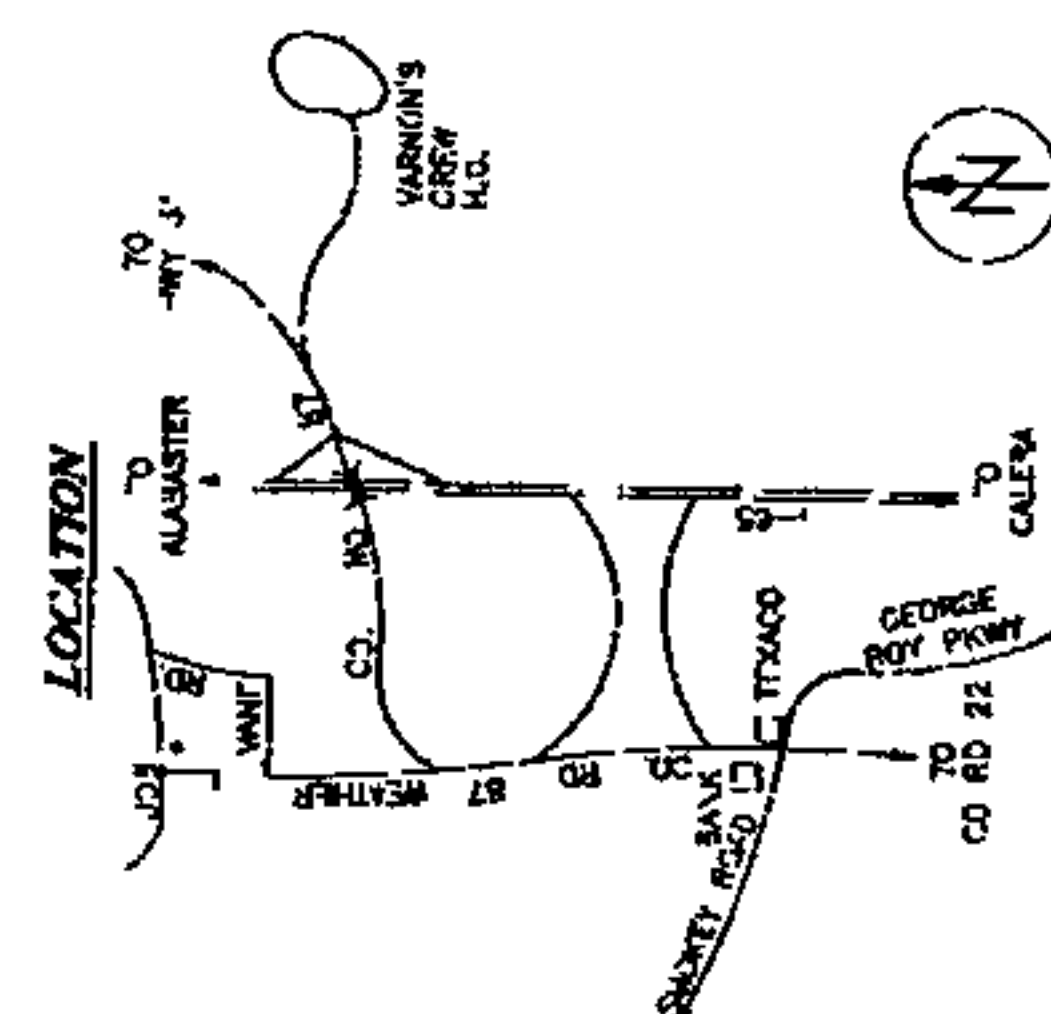
JOB - WELHO SOUTH - VARNINGS.
 DETAIL - JASPER ENGINE'S
 - CORPORATE WOODS DR 10170
 SCALE 1" = 200' PLANS 08-21-07

SCALE: 1" = 200' PLOTED: 08-21-07

ENGINEER: BOB JORDAN
3450 4114

44D70 #11493

70197871, 70197880
70197876



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Shelby Cnty Judge of Probate, AL
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MAPLECHEST DRIVE

SILVER LEAF TANE