

EASEMENT - DISTRIBUTION FACILITIES  
(Metes and Bounds)

20.50

TO BE RECORDED: YES X NO     

This instrument prepared by:

STATE OF ALABAMA }  
COUNTY OF Shelby }  
TAX ID #                     

W.E. No. 61700-00-0180-700  
Parcel No. 70196394  
Transformer No.                     

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

A. GRANT KNOW ALL MEN BY THESE PRESENTS, That B & F Realty #1, LLC

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, 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"):

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 hand(s) and seal(s) this the 12 day of July, 2007.

Witness

Witness

Witness

(Grantor)

(Grantor)

By:

As:

(SEAL)

(SEAL)

(SEAL)

20071114000522070 1/4 \$20.50  
Shelby Cnty Judge of Probate, AL  
11/14/2007 10:45:42AM 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 \_\_\_\_\_ }

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: \_\_\_\_\_

  
20071114000522070 2/4 \$20.50  
Shelby Cnty Judge of Probate, AL  
11/14/2007 10:45:42AM FILED/CERT

TRUSTEE/CORPORATION/PARTNERSHIP/LLC NOTARY

STATE OF ALABAMA }  
COUNTY OF Jefferson }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Terrell M. Baird whose name as Manager of B & J Realty #1, LLC a Alabama LLC [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 Officer and with full authority, executed the same voluntarily for and as the act of said LLC [acting in such capacity as aforesaid].

Given under my hand and official seal, this the 12th day of July, 2007

[SEAL]

Notary Public  
My commission expires: May 31, 2009

For Alabama Power Company Corporate Real Estate Department Use Only

All facilities on Grantor: \_\_\_\_\_

Station to Station: \_\_\_\_\_

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

Deed Tax: \$.50

70196394



20070329000141940 5/5 \$24.00  
Shelby Cnty Judge of Probate, AL  
03/29/2007 01:20:01PM FILED/CERT

## EXHIBIT A

Outparcel 3, Chelsea Crossings, according to the plat thereof recorded in Map Book 37, page 49, of the records in the Office of the Judge of Probate, Shelby County, Alabama; also being described as follows:

A parcel of land situated in part of the Northwest one-quarter of the Southwest one-quarter and the Southwest one-quarter of the Northwest one-quarter of Section 26, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows: Commence at the Southeast corner of the Northwest one-quarter of the Southwest one-quarter and run North 00 degrees 38 minutes 29 seconds West along the East line for a distance of 1410.47 feet to the intersection of the East line of the Southwest one-quarter of the Northwest one-quarter and the Northernmost right of way line of U.S. Highway 280 (right of way varies); thence leaving said East line, run South 79 degrees 39 minutes 33 seconds West along the North line of said right of way for a distance of 333.56 feet; thence leaving said right of way, run North 07 degrees 42 minutes 12 seconds West for a distance of 5.20 feet to the POINT OF BEGINNING; thence run North 07 degrees 42 minutes 12 seconds West for a distance of 206.42 feet; thence run North 82 degrees 17 minutes 48 seconds East for a distance of 126.56 feet; thence run North 07 degrees 42 minutes 12 seconds West for a distance of 91.04 feet; thence run South 89 degrees 23 minutes 56 seconds East for a distance of 210.44 feet; thence run South 01 degrees 01 minutes 44 seconds East for a distance of 193.82 feet; thence run South 63 degrees 26 minutes 44 seconds West for a distance of 40.46 feet; thence run South 79 degrees 28 minutes 59 seconds West for a distance of 16.99 feet; thence run North 87 degrees 01 minutes 38 seconds West for a distance of 61.83 feet; thence run South 63 degrees 03 minutes 25 seconds West for a distance of 73.14 feet; thence run South 09 degrees 58 minutes 36 seconds West for a distance of 14.86 feet to the point of commencement of a curve to the right, said curve having a radius of 30.00 feet, a central angle of 64 degrees 38 minutes 45 seconds, a chord bearing of South 42 degrees 17 minutes 59 seconds West for a chord distance of 32.08 feet; thence run along arc of said curve for a distance of 33.85 feet; thence run South 74 degrees 37 minutes 21 seconds West for a distance of 98.98 feet to the POINT OF BEGINNING.

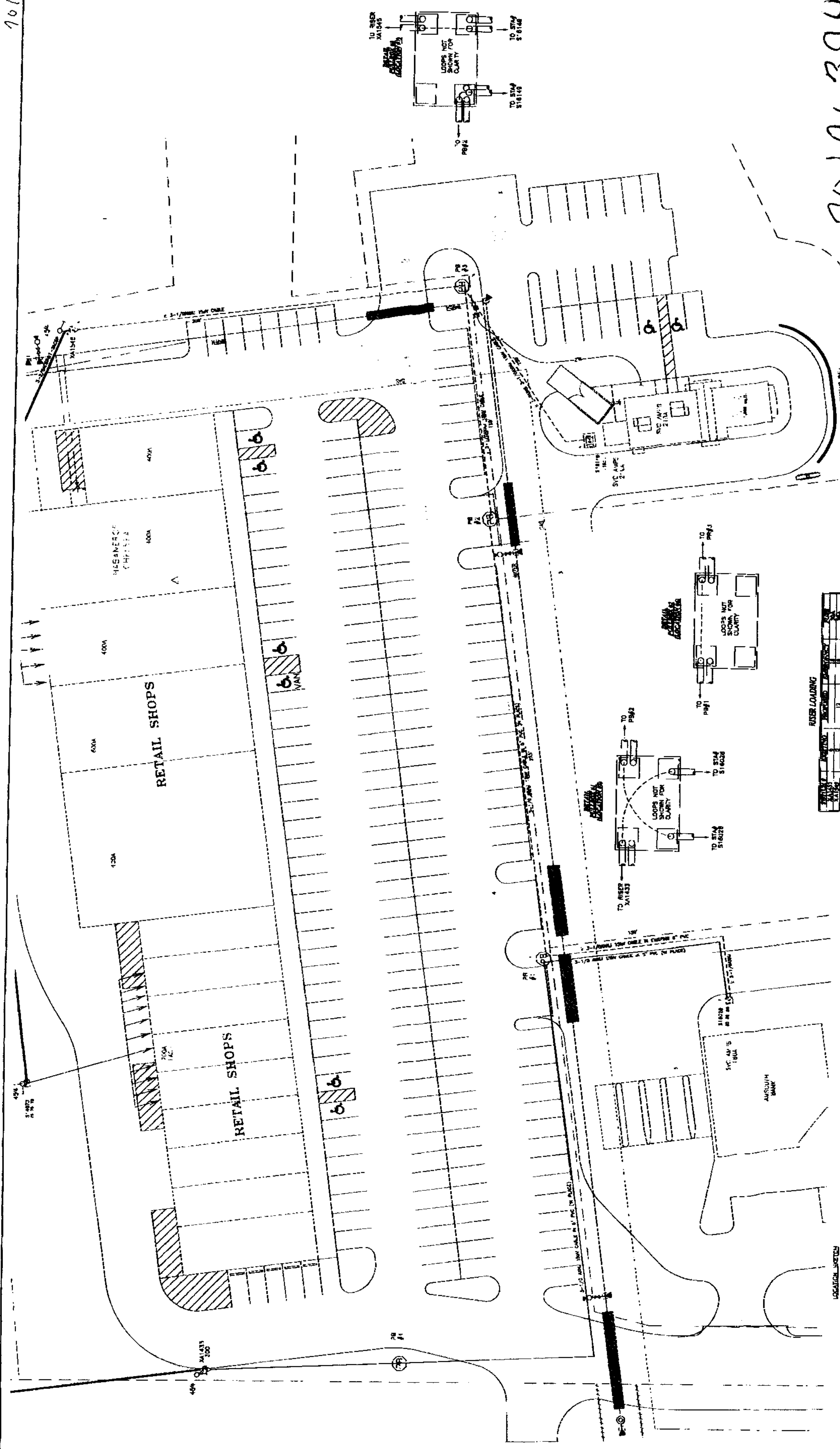


20071114000522070 3/4 \$20.50  
Shelby Cnty Judge of Probate, AL  
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70196394

70196394



CONSTRUCTION COMPLETE:

DATE:

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

ALABAMA POWER COMPANY	
ALBANY POWER PLANT - BRUNSWICK SOUTH	
DEAL - JUNE 28, 2005 - CHELSEA, GEORGIA	
MAP REF: PG 17	SEC: 28.70-19.30-N-W
DATE: 02/02/06	SCALE: 1" = 20'
DATE: 02-10-07	DATE: 02-10-07
DATE: 02-10-07	DATE: 02-10-07

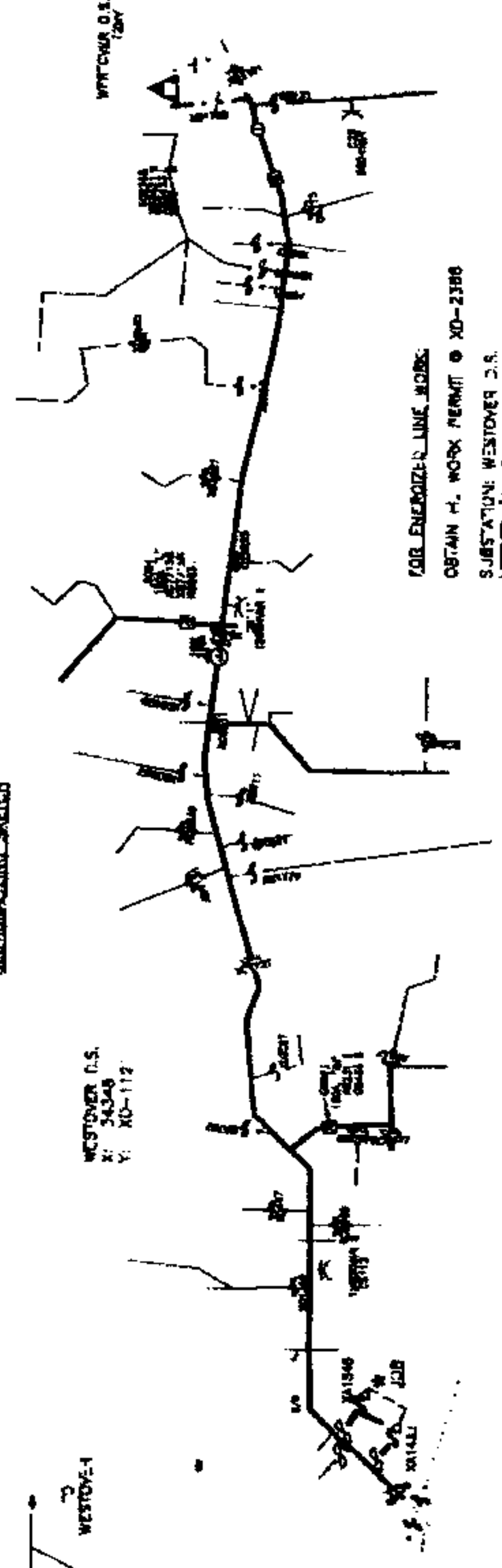
CUSTOMER TO: HERTON, A. J. (P. 10-10)  
CUSTOMER TO: HERTON, A. J. (P. 10-10)  
CUSTOMER TO: HERTON, A. J. (P. 10-10)

DATE: 02-10-07

ENGINEER: JOE FROST  
RADIO 11160



SECTIONALIZING SKETCH



SEE: SHELBY COUNTY MAP BOOK PG 17-1-76