

EASEMENT - DISTRIBUTION FACILITIES  
(Metes and Bounds)

TO BE RECORDED: YES X NO     

This instrument prepared by:

STATE OF ALABAMA

}

W.E. No. 61700-08-00368

COUNTY OF SHELBY

}

Parcel No. 70212934

TAX ID # 03-8-28-0-001-001.001

Transformer No. S17128

Jeff J. Callicott

Alabama Power Company

P. O. Box 2641

Birmingham, Alabama 35291

A. GRANT KNOW ALL MEN BY THESE PRESENTS, That Roy W. Gilbert, Jr. and wife, Judith L. Gilbert,

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, 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"):

For legal description, see Exhibit "A" attached hereto and made a part hereof.

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 24 day of Sept, 2008.

Witness

(Grantor)

(SEAL)

Witness

(Grantor)

(SEAL)

Witness

By:

(SEAL)

As:



IN WITNESS WHEREOF, the said Grantor, has caused this instrument to be executed by \_\_\_\_\_ is 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 SHELBY }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that ROY W. GILBERT, JR. & WIFE, JUDITH L. GILBERT 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 24<sup>TH</sup> day of SEPT., 2008.

[SEAL]

[Signature]  
Notary Public  
My commission expires: 11-17-2011

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: \_\_\_\_\_

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



20081008000398280 2/4 \$20.50  
Shelby Cnty Judge of Probate, AL  
10/08/2008 01:10:16PM FILED/CERT

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**EXHIBIT A**

Part of the SE 1/4 of SE 1/4 of Section 21 and the NE 1/4 of NE 1/4 of Section 28, all in Township 18 South, Range 1 West, Shelby County Alabama, being more particularly described as follows:

Beginning at the Southeast corner of said NE 1/4 of NE 1/4 of Section 28, run in a northerly direction along the east line of said 1/4 1/4 section for a distance of 1322.75 feet, more or less, to the southeast corner of the SE 1/4 of SE 1/4 of said Section 21; thence turn an angle to the right of 0 deg. 35 min. and run in a northerly direction along the east line of said SE 1/4 of SE 1/4 for a distance of 97.91 feet; thence turn an angle to the left of 79 deg. 23 min. 10 sec. and run in a northwesterly direction for a distance of 103.60 feet; thence turn an angle to the right of 38 deg. 07 min. 40 sec. and run in a northwesterly direction for a distance of 308.71 feet; thence turn an angle to the left of 101 deg. 09 min. 05 sec. and run in a southwesterly direction for a distance of 818.93 feet; thence turn an angle to the left of 28 deg. 18 min. 57 sec. and run in a southwesterly direction for a distance of 1049.84 feet, more or less, to a point on the south line of said NE 1/4 of NE 1/4 of Section 28, Township 18 South, Range 1 West; thence turn an angle to the left of 100 deg. 02 min. 43 sec. and run in an easterly direction for a distance of 987.72 feet more or less to the point of beginning; being situated in Shelby County, Alabama.

Less and except the following:

Begin at a three inch capped iron locally accepted to be the southeast corner of said Section 21; thence run in a northerly direction along the east line of said Section 21 for a distance of 97.91 feet to an iron pin set, said iron being 0.42 feet southeast of a crimped iron found; thence turn an angle to the left of 79 deg. 17 min. 07 sec. and run in a northwesterly direction for a distance of 104.02 feet to a crimped iron found; thence turn an angle to the right of 38 deg. 08 min. 11 sec. and run in a northwesterly direction for a distance of 121.41 feet to an iron pin set; thence turn an angle to the left of 107 deg. 29 min. 36 sec. and run in a southwesterly direction for a distance of 426.15 feet to an iron pin set; thence turn an angle to the left of 66 deg. 13 min. 45 sec. and run in a southeasterly direction for a distance of 234.73 feet to an iron pin set; thence turn an angle to the left of 82 deg. 29 min. 34 sec. and run in a northeasterly direction for a distance of 306.33 feet to an iron pin set on the east line of said Section 28; thence turn an angle left of 63 deg. 18 min. 00 sec. and run in a northerly direction along east line of said Section 28 for a distance of 207.02 feet to the point of beginning; being situated in Shelby County, Alabama.



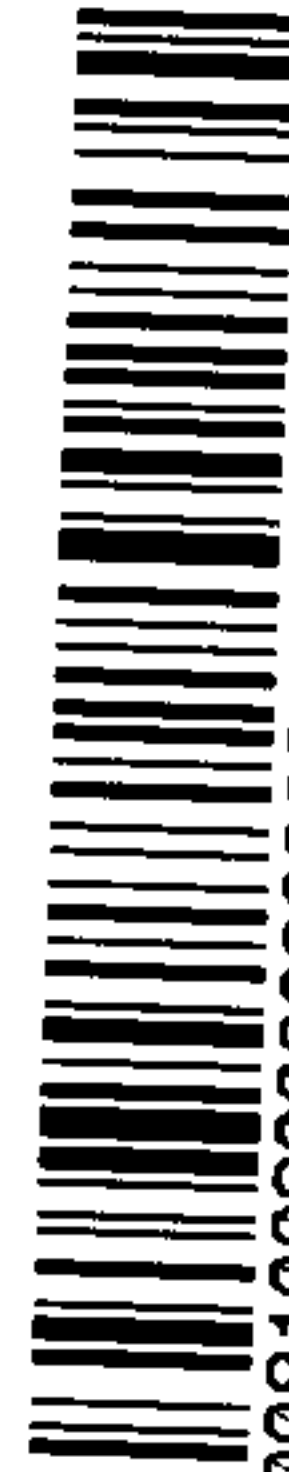
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Customer	Location	Agreed Serv. Date	County	Township	Range	Add'l Info	Estimate No.
Roy Gilbert	540 Saddlehorn Ln		Shelby	18S	1W		61700-03-00363
Division	Operation	Engineer	LINC#	Date	Substation	X	Y
Birmingham	MTN - SOUTH	ANDREW	11422	9/19/08	INVERNESS DS		
							Transformer Loading
							LOC

[illegible]

Form 5-5690 Rev. 6/04



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