

EASEMENT - DISTRIBUTION FACILITIES
(Metes and Bounds)

TO BE RECORDED: YES X NO

This instrument prepared by:

STATE OF ALABAMA }

W.E. No. 61700-00-03038

Jeff J. Callicott

COUNTY OF SHELBY }

Parcel No. 70214742

Alabama Power Company

TAX ID # 14-8-33-0-000-001.016

Transformer No.

P. O. Box 2641

Birmingham, Alabama 35291

A. GRANT KNOW ALL MEN BY THESE PRESENTS, That Cellco Partnership d/b/a Verizon Wireless ("Lessee/Grantor")

as Lessee/Grantors (s), (the "Lessee/Grantor", whether one or more) for and in consideration of One and No/100 (\$1.00) and other good and valuable consideration, to Lessee/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 Lessee/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.

Lessee/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 W1/2 of the NW1/4 and SW1/4 of Section 33, Township 20 South, Range 2 West, as recorded in Deed Record 20080804000312930, Deed Book 20060425000192400, and Memorandum of Land Lease Agreement recorded at 2008080400312930, all in the office of the Judge of Probate, 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, Lessee/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 Lessee/Grantor, the Company and each of their respective heirs, personal representatives, successors and assigns and the words "Company" and "Lessee/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 Lessee/Grantor(s) has/have set his/her/their hand(s) and seal(s) this the 19 day of September, 2008.

Witness

Witness

Cellco Partnership d/b/a Verizon Wireless (SEAL)
(Lessee/Grantor)

By: Hans F. Leutenegger

20081216000466420 1/3 \$18.00
Shelby Cnty Judge of Probate, AL
12/16/2008 10:03:00AM FILED/CERT

Its: Area Vice President-Network-South Area

70214743

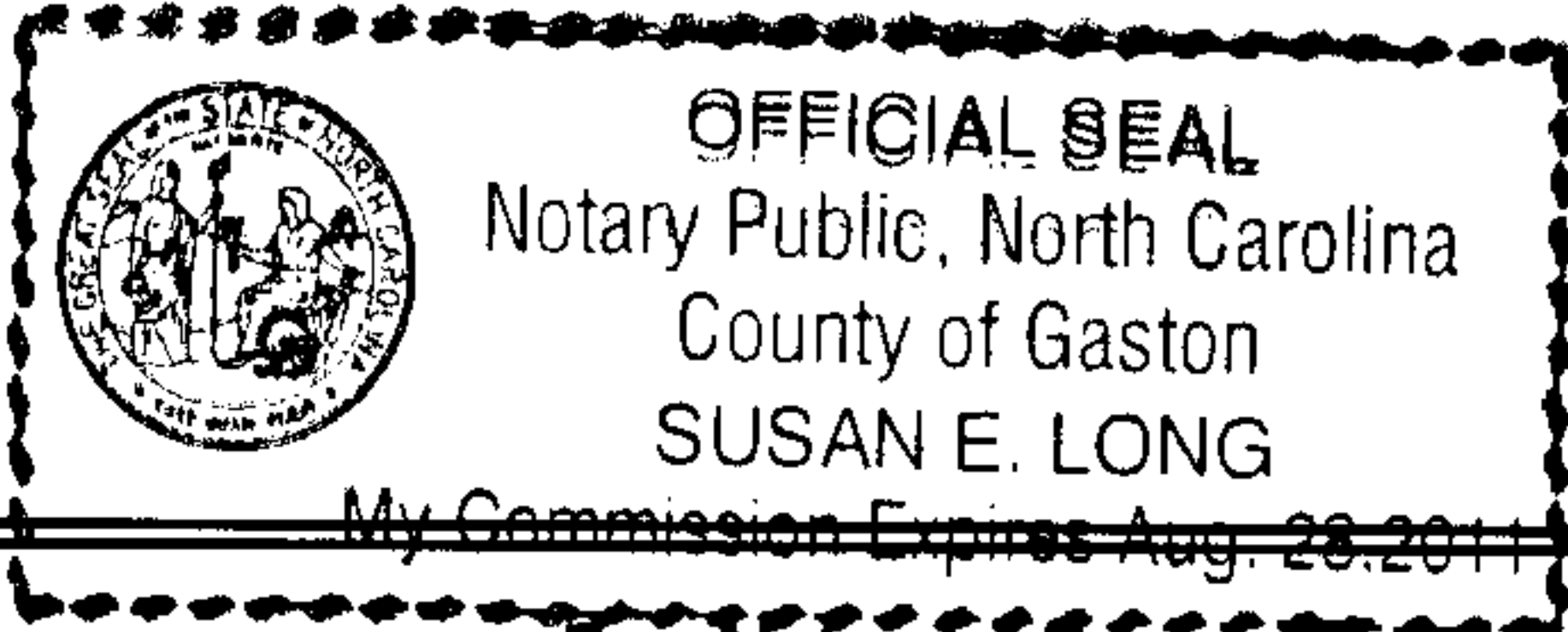
TRUSTEE/CORPORATION/PARTNERSHIP/LLC NOTARY

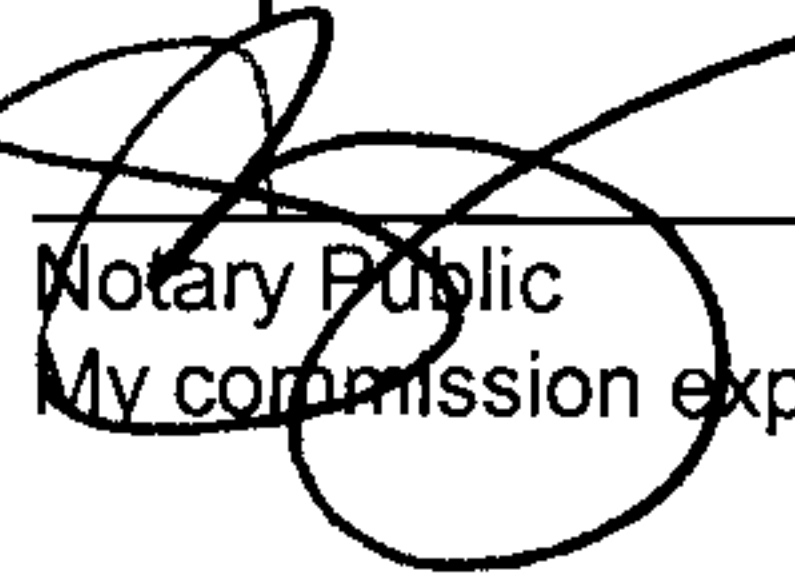
STATE OF NORTH CAROLINA }
COUNTY OF MECKLENBURG }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Hans F. Leutenegger, whose name as **Area Vice President-Network-South Area** of **Cellco Partnership d/b/a Verizon Wireless** a **Delaware general partnership**, 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 **Cellco Partnership d/b/a Verizon Wireless** [acting in such capacity as aforesaid].

Given under my hand and official seal, this the 19th day of September, 2008

[SEAL]






Notary Public
My commission expires: August 28, 2011

For Alabama Power Company Corporate Real Estate Department Use Only

All facilities on Lessee/Grantor: _____

Station to Station: _____


20081107000432880 2/3 \$17.50
Shelby Cnty Judge of Probate, AL
11/07/2008 11:56:38AM FILED/CERT


20081216000466420 2/3 \$18.00
Shelby Cnty Judge of Probate, AL
12/16/2008 10:03:00AM FILED/CERT

Revised Sketch

Sketch of Proposed Work - Simplified W. E.

70214736

70214141

70214736

ALABAMA POWER

Customer	CELLO PARTNERSHIP	Location	547 RIDGEVIEW LAKE RD	Agreed Serv. Date		County	SHELBY	Section	33	Township	20-S	Range	2W	Add'l Info		Estimate No.	61700-00-03038
Division	BLAM	Operation	METRO/SOUTH	Town	CAMP BENCH	Engineer	BRASHER	LINE#	11414	Substation	SAGINAW	Date	10/13/08	NJUNS Ticket #	49062	Transformer Loading	

Δ CELL TOWER

SHORT CIRCUITS	ENERGIZED LINE WORK
38 - G =	SUB SAGINAW
8 - G = 390.2	OCB/OCR# 16024 100 4H
8 - G Res = 182.8	SWITCH# L 8627
	FUSE SIZE 50A

"MISS-ALL" # 1-800-292-8525	Voltage
DATE CALLED	Pri 7.2
LOCATION REQUEST #	Sec 20
WATER WORKS	PHONE CO.
DATE CALLED	Co. Name
TRANSFER OF ATTACHMENTS	ATT
YES NO	CATV CO.
OTHER	Co. Name
KNOWLEDGE	CHARTER
OTHER	ACCESSIBLE
	PERMITTING
	SW Amp
	FREE CREW
	PERMITS REQD
	ROW
	CITY
	COUNTY
	STATE
	OTHER
	SCALE
	N.T.S.
	Ft Per inch
	Date

3 I-37.5kva 7.2kV DFPM
PROP LOAD 40 KVA

SAGINAW D.S.
Δ BKR 49062

L 8755
5LD

L 8627
50A

L 6024
100A 4H

Δ V5035
3LD

Job

RIDGEVIEW LAKE RD *

OAKWOOD LN

MADSEY RD

CARNEUSE LIME

OZLEY RD
S.C. 340

S.C. HWY 26

3x4kva Pull Box
PROVIDED & INSTALLED
BY CUSTOMER
I:1 PRIMARY SPLICE

1 I:10 PRIMARY D.E.

XA2297
30A

RIDGEVIEW LAKE

V5035
5LD

01 * 4 ASD
325'

Cust Completed By

Date

20081216000466420 3/3 \$18.00
Shelby Cnty Judge of Probate, AL
12/16/2008 10:03:00AM FILED/CERT