

EASEMENT - DISTRIBUTION FACILITIES

STATE OF ALABAMA

COUNTY OF Shelby

W.E. No. A6170-00-0387-8

APCO Parcel No. _____

Transformer No. S17247

This instrument prepared by: Larry D. Gravitt

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

500.00
20090402000121730 1/4 \$20.50
Shelby Cnty Judge of Probate, AL
04/02/2009 03:29:49PM FILED/CERT

Shelby County, AL 04/02/2009
State of Alabama

Deed Tax: \$.50

A. GRANT KNOW ALL MEN BY THESE PRESENTS, That ~~Dravo Lime Company C/O~~
Carmeuse Lime & Stone Inc.

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 selected by the Company which is generally shown on the Company's drawing, attached hereto and made a part hereof, (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 each side of the center line of underground Facilities and fifteen feet (15') to each 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 said route as selected by the Company generally shown on said 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 said route selected by the Company generally shown on said 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 SW1/4 of Section 17, Township 21 South,
Range 2 West as is recorded in Deed Record 1999-30819 in the
office of the Judge of Probate of Shelby County, Alabama.

Please see EXHIBIT "A" and EXHIBIT "B" 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 the 5th day of February, 2009.

Witness

Witness

Witness

~~Dravo Lime Company C/O~~
(Grantor) Initials (SEAL)

Carmeuse Lime & Stone Inc. (SEAL)
(Grantor)

By: [Signature] (SEAL)
As: Vice President, General Counsel

For Alabama Power Company Corporate Real Estate Department Use Only

All facilities on Grantor: X

Station to Station: _____

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: _____ (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: _____

TRUSTEE/CORPORATION/PARTNERSHIP/LLC NOTARY

STATE OF ~~ALABAMA~~ Pennsylvania }
COUNTY OF Allegheny }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Kevin J. Whyte, whose name as Vice President, General Counsel of Carmeuse Lime & Stone, Inc. a Delaware Corporation, 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 Corporation [acting in such capacity as aforesaid].
Given under my hand and official seal, this the 5th day of March, 2009.

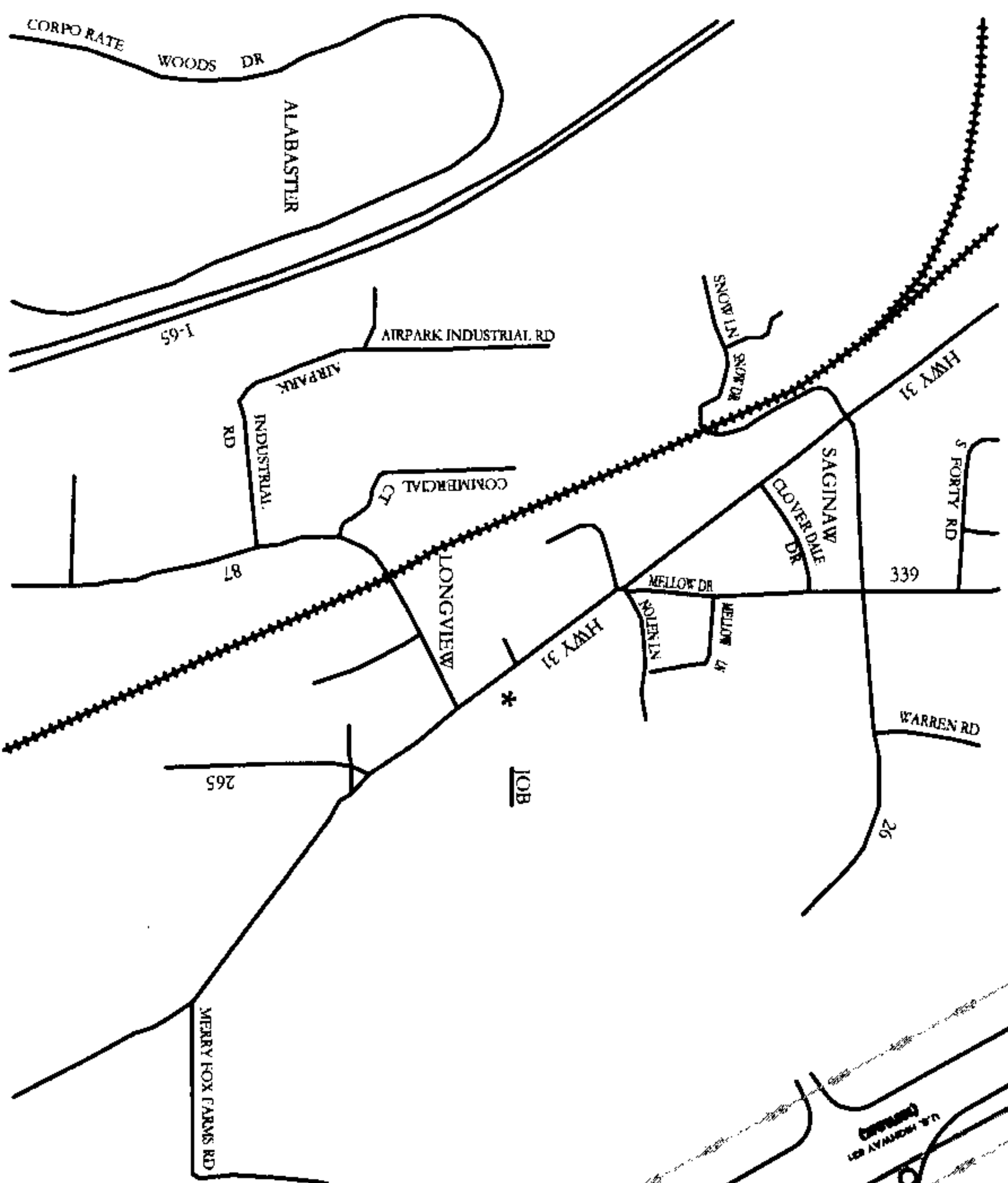
[SEAL] COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Elaine E. Tokosh, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires Aug. 30, 2010
Member, Pennsylvania Association of Notaries
Notary Public
My commission expires: Aug. 30, 2010

20090402000121730 2/4 \$20.50
Shelby Cnty Judge of Probate, AL
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20090402000121730 3/4 \$20.50
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LOCATION SKETCH

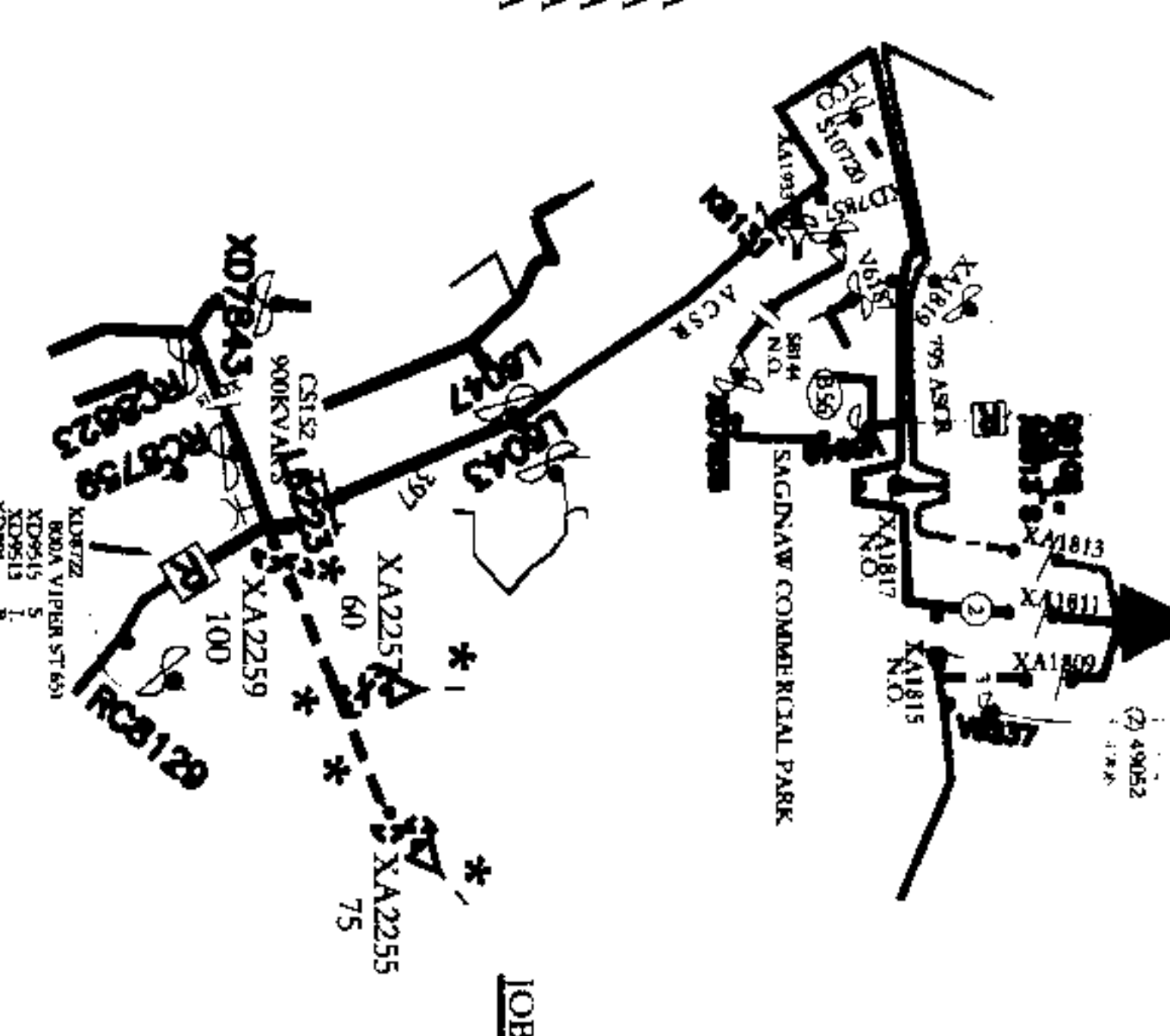


CONTRACTOR JOHN MCDANIEL
2008-2-24

S:\Workgroups\APC Birmingham Division\Division Mapping\Cadet\2008\61700_Metro South-Varnons\61700003878.dwg, 2/23/2008 9:51:50 AM
ENGINEER KEVON MCDANIEL
RADIO #10341

FOR ENERGIZED LINE WORK:
OBTAIN THE WORK PERMITS @ : 49052 -A
SUBSTATION: SAGINAW D.S.
FEEDER: 2 BREAKER: 49052

SECTIONALIZING SKETCH



ILL - 4181A
LLG - 3900A
LL - 3621A
Lcmx - 31622A
Lcmn - 2628A

CONSTRUCTION COMPLETE:


DATE:

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

ALABAMA POWER COMPANY
METRO SOUTH - VARNONS

REVISED: 02/23/09 SLJ	TOWN:	MAP REF:	CON INTX:	DATE:	APPROVED:
REVISED: 02/18/09 SLJ	SEC - 17, TP - 21, SR - 2W	DRAWN: SLJ	ENGR: K.MCDANIEL	DATE: 12/10/08	APPROVED:
REVISED: 02/16/09 SLJ					
REVISED: 01/22/09 SLJ					
REVISED: 01/05/09 SLJ					

SCALE: 1" = 100'	PLOTTED: 02-18-09
SHEET 1 OF 1 SHEETS	C-46170-00-03878

EXHIBIT B
20090402000121730 4/4 \$20.50
Shelby Cnty Judge of Probate, AL
04/02/2009 03:29:49PM FILED/CERT**[Description of Easement Area]**

In connection with Paragraph B of the Easement Agreement, said easement area shall be the prescribed width of equal distance to either side of a center line which is shown by the heavily dashed line on the drawing attached hereto as Exhibit "A," and which runs from the right of way line of U.S. Highway 31 in a northeasterly direction for 50 feet to a point; thence parallel to, and approximately 40 feet north of, the southern property line in an easterly direction for 170 feet to a point (referred to as Point A); thence continuing in the aforesaid direction for a distance of 618 feet to a point (referred to as Point B); thence from Point A, turn to the left and run in a northerly direction for 225 feet to the point of termination, and from Point B (both of which are shown on the drawing attached hereto as Exhibit "A" as the lightly dashed line), continue running in a northeasterly direction for 150 feet to the point of termination.