

EASEMENT - DISTRIBUTION FACILITIES

STATE OF ALABAMA

COUNTY OF SHELBY

W.E. No. AG815-00-AK09

APCO Parcel No. _____

Transformer No. 2908

This instrument prepared by: LARRY WOODALL

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

70222607



20090617000232160 1/3 \$17.50
Shelby Cnty Judge of Probate, AL
06/17/2009 12:21:28 PM FILED/CERT

A. GRANT KNOW ALL MEN BY THESE PRESENTS, That CARTER HOMEBUILDERS, 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"):

LOT 10-7 OF WHISPERING PINES FARMS RESUBDIVISION OF LOT 10 SUBDIVISION AS RECORDED IN MAP BOOK 32 PAGE 28 AND BEING LOCATED IN THE SE 1/4 OF THE SE 1/4 OF SECTION 11, TOWNSHIP 21 SOUTH, RANGE 5 WEST AND RECORDED IN DOCUMENT 20090318000100066 ALL BEING RECORDED 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, 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 _____ day of _____, 20____.

Witness

(Grantor)

(SEAL)

Witness

(Grantor)

(SEAL)

Witness

By:

As:

(SEAL)

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 KERRY CARTER its authorized representative, as of the 10TH day of APRIL, 20 09.

ATTEST (if corporation) or WITNESS:

CARTER HOMEBUILDERS, INC.
(Grantor - Name of Corporation/Partnership/LLC)

By: _____
Its: _____

By: Kerry Carter (SEAL)
Its: President

[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: _____

Deed Tax : \$.50

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 Kerry Carter, whose name as President of CARTER Homebuilders, Inc. a 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 President and with full authority, executed the same voluntarily for and as the act of said CARTER HOMEBUILDERS, INC. [acting in such capacity as aforesaid].
Given under my hand and official seal, this the 10th day of April, 2009.

[SEAL]

Jonya Henry
Notary Public
My commission expires: Sept. 15, 2011

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Shelby Cnty Judge of Probate, AL
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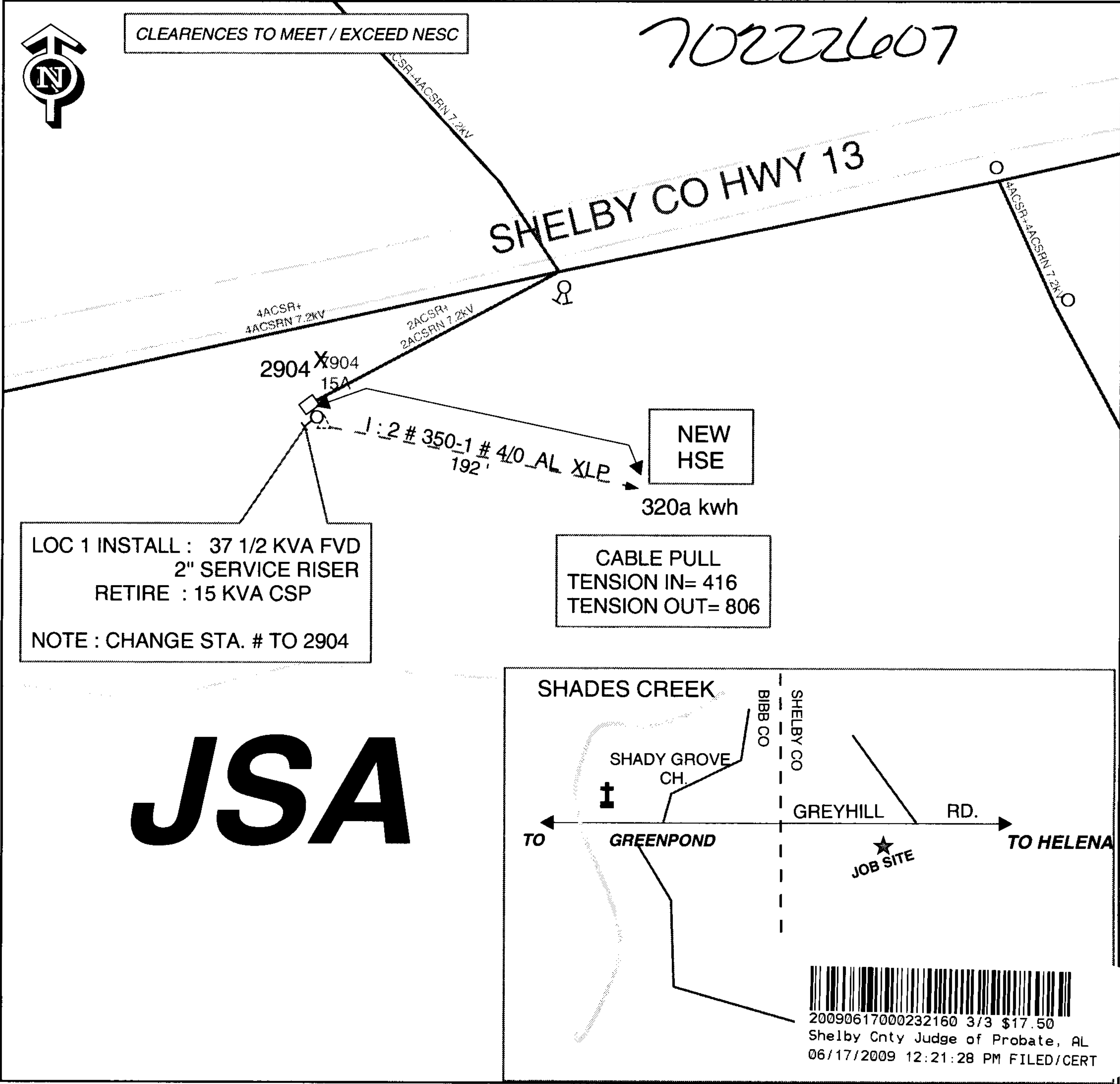
SKETCH OF PROPOSED WORK
SIMPLIFIED W.E.

Map Center UTM
1632901 12059509

Map Center LatLon
-87.02458433.220621



Customer CARTER HOMEBUILDERS		Location 110 HWY 13			Agreed Serv. Date		Estimate No. A6415 00 AK09					
Region WESTERN		Oper. Cntr. CENTREVILLE		Town/City HELENA		UserID rlcupps		Created: 4/1/2009				
County Shelby		Section 11	Township 21S	Range 05W	Add'l Info FEEDER..35546 SW..G 6994							
Acquisition Agent WOODALL		Date R/W Assigned 4/1/09		Date R/W Cleared 4/13/09		Spatial Reference		LOC 2904	Transformer Loading 14.6			
Voltage 7.2 KV	Phone Co B'HAM	CATV Co	Accessible	Tree Crew	Rock Hole	Permits	R/W	City	County	State	Miss All	Other



Cnst Completed By:	Date:	Scale: 1 inch equals 104 feet
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