

EASEMENT - DISTRIBUTION FACILITIES

TO BE RECORDED X  
YES NO

This instrument prepared by:

STATE OF ALABAMA

County of Shelby

TAX ID # \_\_\_\_\_

W.E. 61700-00-0095-000

Parcel # \_\_\_\_\_

Transformer # \_\_\_\_\_

Alabama Power Company  
Post Office Box 2641  
Birmingham, Alabama 35291-1980

A. GRANT KNOW ALL MEN BY THESE PRESENTS, That S & S Development, Inc.

as grantor(s), (the "Grantor", whether one or more) for and in consideration of the sum of One and No/100 (\$1.00), and other good and valuable considerations, to Grantor in hand paid by Alabama Power Company (the Company), a corporation, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to Alabama Power Company, (the Company) its successors and assigns, the easements, rights and privileges described and designated in Section B below.

B. RIGHTS The easements, rights and privileges granted hereby are as follows:

- OVERHEAD AND 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 attached drawing (which shows the general location of the underground facilities, if any, by cross hatching indicating an area not greater than ten (10) feet in width), all poles, towers, wires, conduits, fiber optics, cables, translosures, transformers, anchors of concrete, metal or other material, guy wires and other materials, appliances, facilities and other apparatuses of whatever type, whether now or in the future existing or known which are useful or necessary in connection therewith (collectively, "Facilities"), for the overhead and/or underground transmission and distribution of electric power and for the overhead and/or underground communication service, and also the right to clear a strip extending fifteen (15) feet to either side of the centerline of the line of poles and keep it cleared of all trees, undergrowth or other obstructions; further, the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees, limbs outside the thirty (30) foot strip which, in the sole opinion of the Company, might endanger, interfere with or fall upon the poles, lines or other appliances of the Company.
- LINE CLEARING.** The right of cut and trim and to keep cut and trimmed, and remove all dead, weak, leaning or dangerous trees or limbs, which in the sole opinion of the Company, now or may hereafter endanger or interfere with the electric transmission lines, telephone lines, poles, towers or other facilities of the Company or others now constructed, or which may hereafter be constructed, on or adjacent to the Property described in Section C below, and also the right to clear a strip fifteen (15) feet to either side of the center line of the line of poles and keep it clear of all trees, undergrowth or other obstructions.
- GUY WIRE and ANCHOR.** The right to implant, install and maintain anchor(s) of concrete, metal or other materials at \_\_\_\_\_ point(s) on the Property described in Section C below, and to construct, extend and maintain guy wires from such anchor(s) to structures now erected on such Property or property adjacent thereto (collectively, "Guy Wire Facilities").

Grantor hereby grants to the Company all easements, right and privileges necessary or convenient for the full enjoyment and use thereof, including without limitations the right of ingress and egress to and from the Company's 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 easement, rights and privileges granted hereby shall apply to, and the word "Property" as used in the instrument shall mean, the following described real property situated in Shelby County, Alabama (the "Property"):

Lot 12 of Block \_\_\_\_\_ of Glynn Hollow Subdivision  
as recorded in Map Book 24, page 96 and being located in the W 1/2 of the NW 1/4 of  
Section 11, Township 20S, Range 1W and recorded in Deed Book \_\_\_\_\_, page \_\_\_\_\_  
all being recorded in the Office of the Judge of Probate in said County.

D. ADDITIONAL PROVISIONS. In the event it becomes necessary or desirable for the Company to move any of its Facilities in connection with the construction or improvement of any public road or highway in proximity to its Facilities, Grantor hereby grants to the Company the right to relocate its Facilities and, as to such relocated Facilities, to exercise the rights granted above; provided, however, the Company shall relocate its Facilities at a distance no greater than ten (10) feet outside the boundary of the right of way of any public road or highway as established or re-established from time to time. This grant and agreement shall be binding upon and inure to the benefit of Grantor, the Company and each or 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 foregoing easements, rights and privileges 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 \_\_\_\_\_, 2000.

WITNESSES:

GRANTOR(S) Inst # 2000-11849

(Husband)

04/11/2000-11849

09:39 AM CERTIFIED

(W)

SEB COUNTY JUDGE OF PROBATE

003 MMS

14.00

IN WITNESS WHEREOF, the said Grantor, has caused this instrument to be executed Steven Schencker, its authorized representative, as of 15<sup>th</sup> day of February, 2000.

GRANTOR

S & S Development, Inc.  
(Name of Corporation/Partnership)

[Signature]  
(Signature of Officer/Partner)  
President  
(Indicate title of Officer or Partner)

ATTEST:  
\_\_\_\_\_  
(Witness/Secretary)

INDIVIDUALS NOTARY

STATE OF ALABAMA }  
County of \_\_\_\_\_ }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that whose names is/are signed to the foregoing instrument and 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 \_\_\_\_\_, 2000.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

CORPORATION/PARTNERSHIP/LLC'S NOTARY ✓

STATE OF ALABAMA }  
County of Shelby }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Steven Schencker

whose name as President of S & S, 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/partner and with full authority, executed the same voluntarily for and as the act of said Corporation/Partnership.

Given under my hand and official seal, this the 15<sup>th</sup> day of February, 2000.

[Signature]  
Notary Public

MY COMMISSION EXPIRES OCTOBER 30, 2000

My commission expires \_\_\_\_\_

For Alabama Power Company Corporate Real Estate Department use only.

All facilities on Grantor: X

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

# SKETCH OF PROPOSED WORK — SIMPLIFIED W. E.

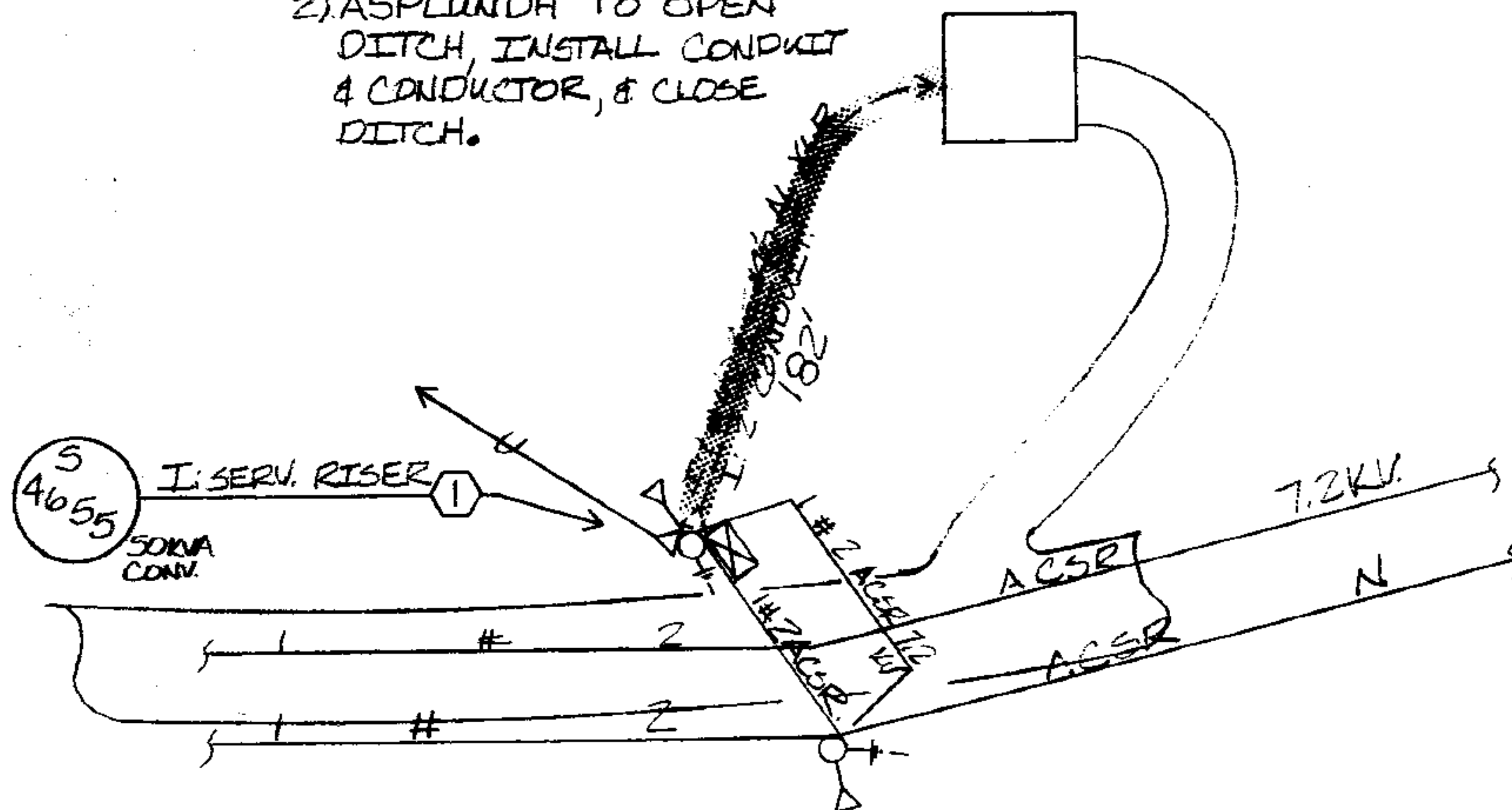
Customer <b>S&amp;S Development</b>		Location <b>Glynn Hollow Cir.</b>		Agreed Serv. Date		Estimate No. <b>61700-00-00950</b>	
Division <b>Birmingham</b>		District <b>Metro-South</b>		Town <b>Chelsea</b>		Drawn by <b>B. Coker</b>	
County <b>Shelby</b>		Section <b>11</b>		Township <b>20S</b>		Range <b>1W</b>	
Acquisition Agent <b>L.D.B.</b>		Date R/W Assigned <b>2-9-00</b>		Date R/W Cleared <b>2-15-00</b>		Map Reference <b>586B2 #15</b>	
LOC						Transformer Loading	



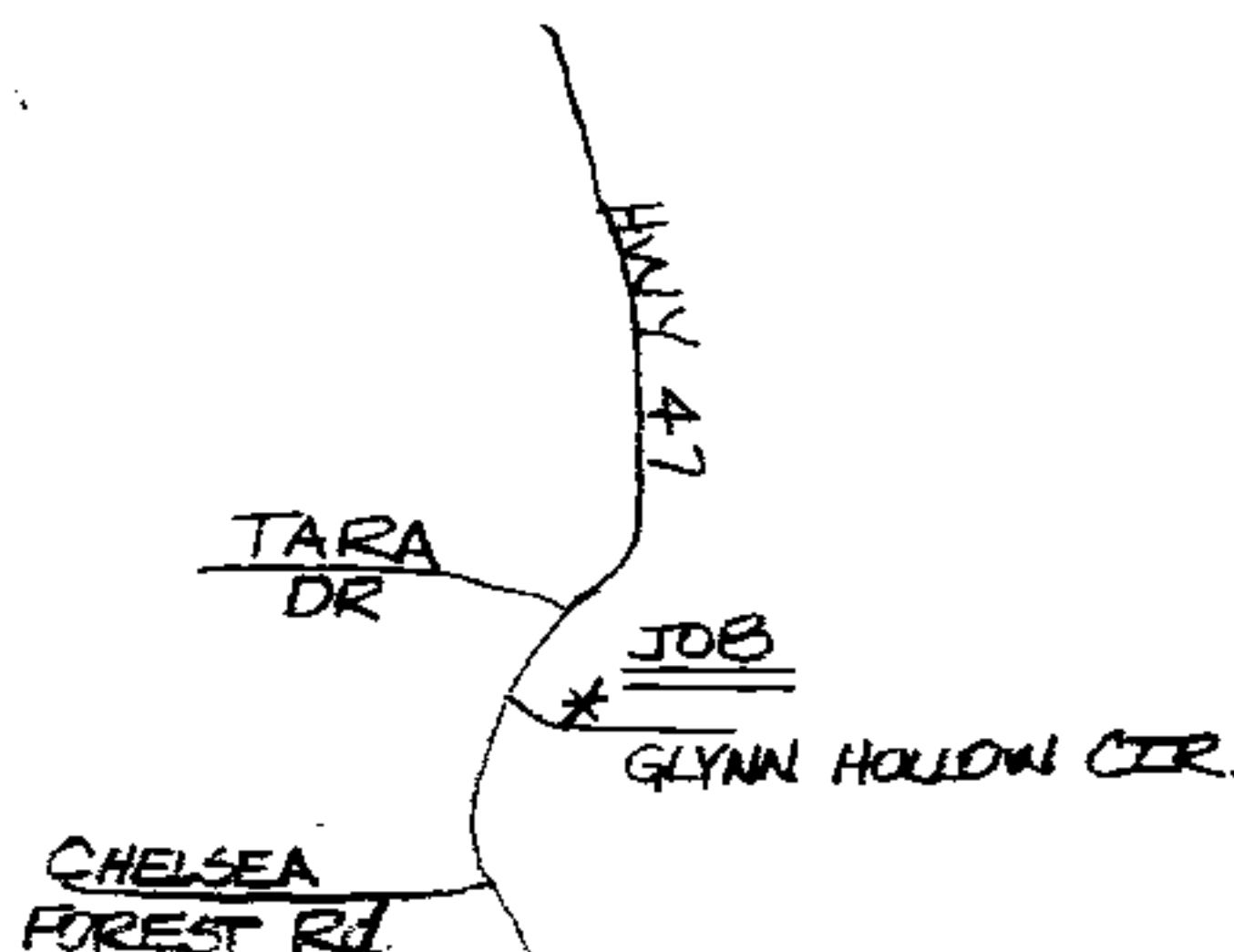
## NOTE:

- 1) CUSTOMER TO PAY \$514.00 FOR U.G. SERVICE.
- 2) AS PLUNDH TO OPEN DITCH, INSTALL CONDUIT & CONDUCTOR, & CLOSE DITCH.

200A S.E.  
L,R,W,H,D,ET & 4THP



## LOCATION SKETCH



Voltage	
Pri	Sec.
7.2KV	130V
PHONE CO.	
Co. Name	
CATV CO.	
Co. Name	
ACCESSIBLE	X
TREE CREW	
ROCK HOLE	
PERMITS REQ'D	
R/W	X
CITY	
COUNTY	
STATE	
MISSALL #	X
OTHER	
SCALE	
N.T.S.	
Ft. Per Inch	

OK 11/2000-11849  
09:39 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MMS  
14.00

Inst # 2000-11849

Cnst. Completed By

HWY 49

Date