

Source of Title:

Deed Book _____, Page _____

Deed Record 20020912000438990

EASEMENT – DISTRIBUTION FACILITIES

STATE OF ALABAMA

COUNTY OF

Shelby

W.E. No. AG170-13-AG11

APCO Parcel No. 70245726

Transformer No.

This instrument prepared by: Larry D. Gravitt

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



20120209000048380 1/6 \$27.50
Shelby Cnty Judge of Probate, AL
02/09/2012 11:04:43 AM FILED/CERT

Shelby County, AL 02/09/2012
State of Alabama
Deed Tax: \$.50

KNOW ALL MEN BY THESE PRESENTS, That Shelby Springs, LLC

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

Overhead and/or Underground. The right from time to time to construct, install, operate and maintain, upon, over, under and across the Property described below, all poles, towers, wires, conduits, fiber optics, cables, communication lines, translosures, 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 communications, along a route selected by the Company, as generally shown on the Company's drawing attached hereto and made a part hereof, but which is to be determined by the actual location(s) in which the Company's facilities are installed. The width of the Company's easement will depend on whether the Facilities are underground or overhead: for underground, the easement will extend five (5) feet on each side of said Facilities as and where installed; for overhead Facilities, the easement will extend fifteen (15) feet on each side of the centerline of said Facilities as and where installed. The Company is granted the right to clear, and keep clear, all trees, undergrowth and other obstructions on a strip of land extending five (5) feet from each side of said underground Facilities, and to clear, and keep clear, all trees, undergrowth and other obstructions on a strip of land extending fifteen (15) feet from each side of the centerline of said overhead Facilities and the right in the future to install intermediate poles and facilities on said strip. Further, with respect to overhead Facilities, the Company is also granted the right to trim and cut, and keep trimmed and cut, all dead, weak, leaning or dangerous trees or limbs outside of the thirty (30) foot strip that, in the sole opinion of the Company, may now or hereafter endanger, interfere with, or fall upon any of said overhead 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 said 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, as applicable.

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"):

See EXHIBIT "A" attached hereto and made a part hereof for a legal description of the property involved.
See EXHIBIT "B" attached hereto and made a part hereof for a Relocation Clause

In the event it becomes necessary or desirable for the Company from time to time 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 said 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 1st day of September, 20 11.

Witness

Witness

Witness

(Grantor)

(Grantor)

By:

As:

For Alabama Power Company Corporate Real Estate Department Use Only

All facilities on Grantor:

Station to Station:

Sta # 7 in place to Sta # 10 in place (Southeast)

Also, guys on Sta # 7 and 9

Also, Sta # 30 in place to Sta # 39 in place (Northwest)

Also, guys at Sta # 32, 33, and 39

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 required) or WITNESS:

(Grantor - Name of Corporation/Partnership/LLC)

By: _____

By: _____(SEAL)

Its: _____

Its: _____

[indicate President, General Partner, Member, etc.]

INDIVIDUAL NOTARIES

STATE OF ALABAMA }

COUNTY OF _____ }

I, _____, a Notary Public, in and for said County in said State, hereby certify that _____ whose name(s) [as _____] 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 [in such capacity as aforesaid] executed the same voluntarily.

Given under my hand and official seal this the _____ day of _____, 20____.

[SEAL]

Notary Public
My commission expires: _____

STATE OF ALABAMA }

COUNTY OF _____ }

I, _____, a Notary Public, in and for said County in said State, hereby certify that _____ whose name(s) [as _____] 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 [in such capacity as aforesaid] executed the same voluntarily.

Given under my hand and official seal this the _____ day of _____, 20____.

[SEAL]

Notary Public
My commission expires: _____

CORPORATION/PARTNERSHIP/LLC NOTARY

STATE OF ALABAMA }

COUNTY OF Shelby }

I, Larry D. Gravitt, a Notary Public in and for said County in said State, hereby certify that Del Clayton whose name as Managing Member of Shelby Springs, LLC, a _____, [acting in its capacity as _____] of _____, a _____

_____ 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 Managing Member and with full authority, executed the same voluntarily, for and as the act of said Shelby Springs, LLC [acting in such capacity as aforesaid].

Given under my hand and official seal this the 1st day of September, 2011.

[SEAL]

Larry D. Gravitt

Notary Public
My commission expires: 2-5-14

EXHIBIT "A"

A parcel of land located in the SW1/4 of the SW1/4 of Section 6 and the NW1/4 of the NW1/4 of Section 7, all being located in Township 22 South, Range 1 West, Also located in the North1/2 of the SE1/4 and the South1/2 of the NE1/4 of Section 12, Township 22 South, Range 2 West as is recorded in Deed Record 20020912000438990 in the office of the Judge of Probate of Shelby County, Alabama.




20120209000048380 3/6 \$27.50
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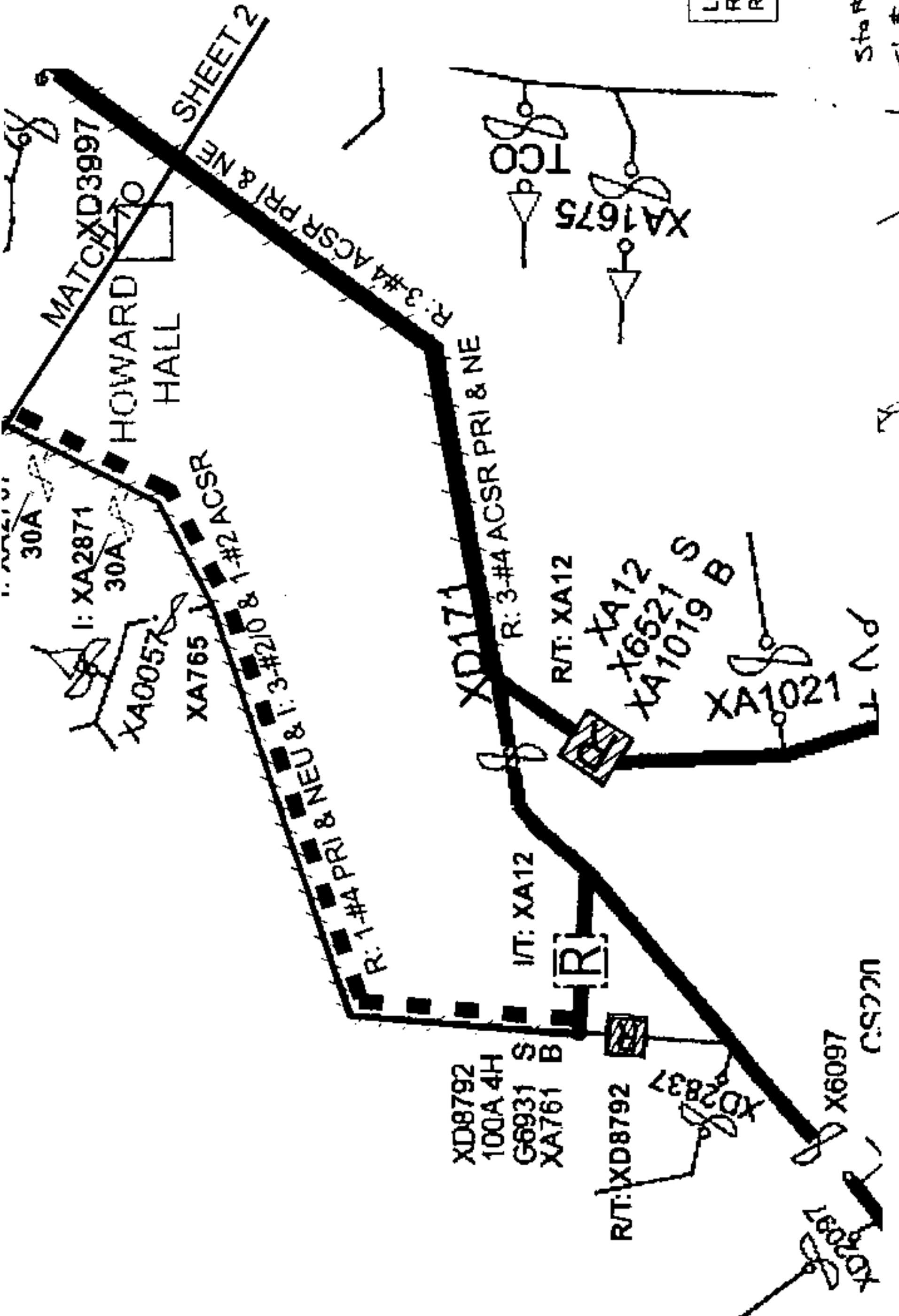
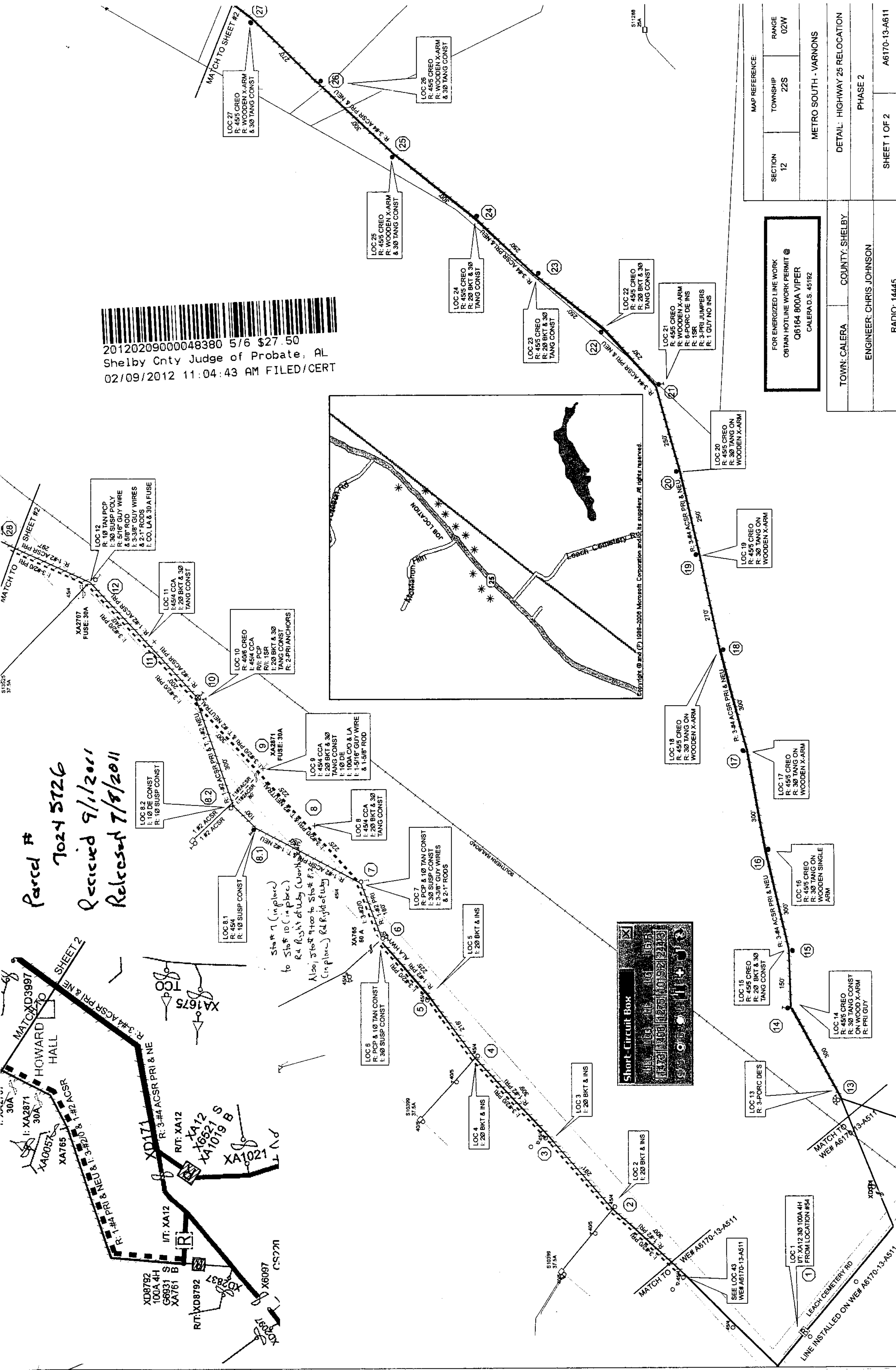
762 45 726

EXHIBIT "B"

It is agreed that in the event said poles and appliances materially interfere with the construction of buildings or other permanent structures that may be erected on Grantor's land in the future, Grantee will relocate said poles and appliances one time and at Grantee's expense to a new location provided by Grantor, if such location will permit the replacement line to be constructed using like materials and equipment and Grantor hereby agrees that upon such relocation Grantee shall have the rights herein granted with respect thereto.


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702 45726

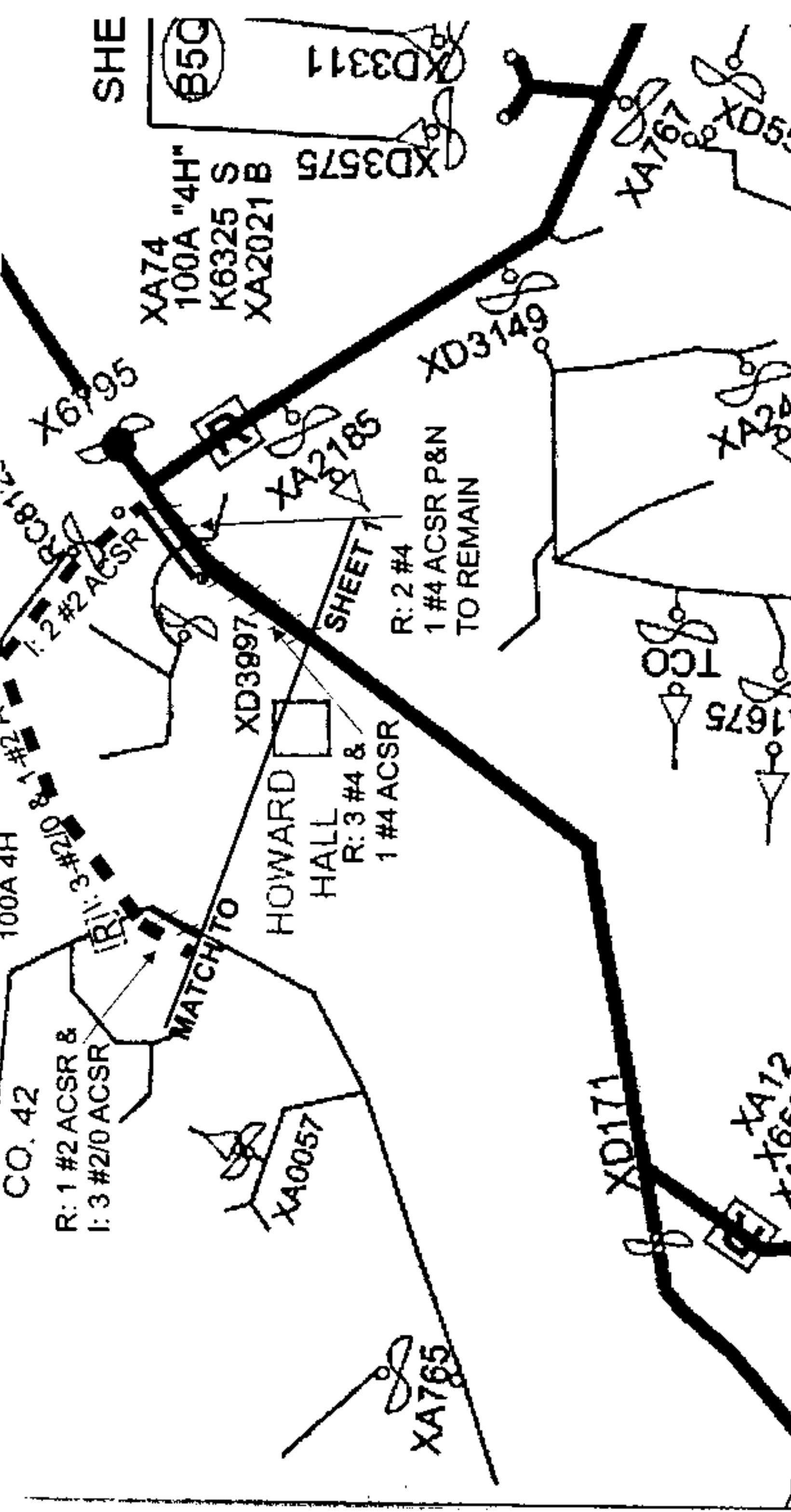
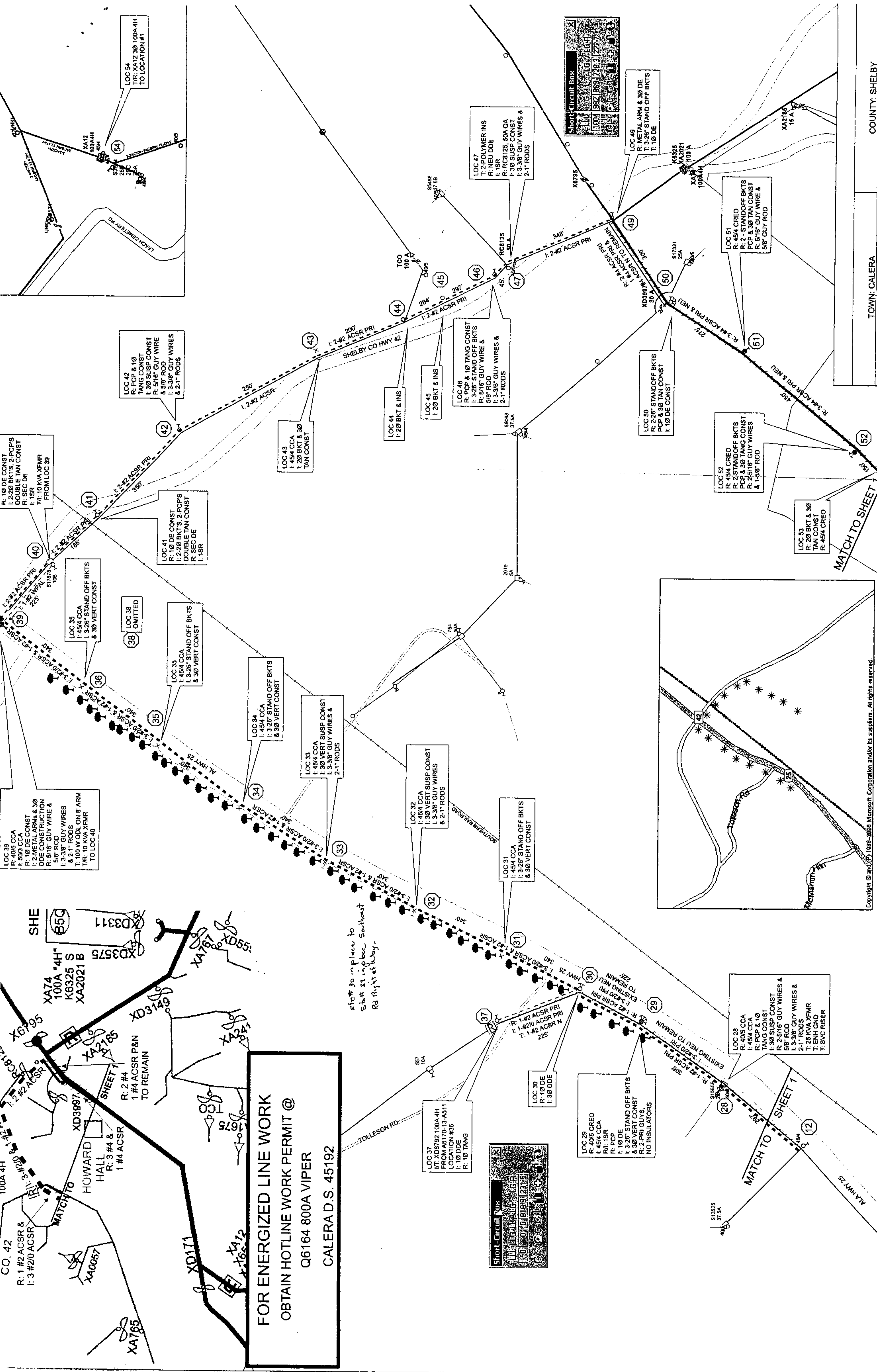


20120209000048380 5/6 \$27.50
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Barcode

Parcel # 7024 5126
Received 9/1/2011
Released 7/8/2011

FOR ENERGIZED LINE WORK OBTAIN HOTLINE WORK PERMIT @ Q6164 800A VIPER CALERA D.S. 45192			METRO SOUTH - VARNONS		
SECTION 12	TOWNSHIP 22S	RANGE 02W	DETAIL: HIGHWAY 25 RELOCATION		
TOWN: CALERA			COUNTY: SHELBY		
ENGINEER: CHRIS JOHNSON			PHASE 2		
SHEET 1 OF 2			A6170-13-A611		



FOR ENERGIZED LINE WORK
OBTAIN HOTLINE WORK PERMIT @
Q6164 800A VIPER
CALERA D.S. 45192

UserID ndchampo	Created 8/29/2011	1 inch = 133 feet	Map Center 1735315 - 12028534	ALABAMA POWER A SOUTHERN COMPANY	ENGINEER: CHRIS JOHNSON	LINC: 1445	WE#: A6170-13-A611	PAGE 2 OF
					TOWN: CALERA	METRO SOUTH - VARNONS	COUNTY: SHELBY	

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