

EASEMENT - DISTRIBUTION FACILITIES

STATE OF ALABAMA

CITY OF SHELBY

V.L. No. A61470-00-FN16

APCO Parcel No. 71773955-101

Transformer No. S14263

This instrument prepared by: Shannon Floyd

\$500⁰⁰

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

20161212000452280
12/12/2016 11:34:41 AM
ESMTAROW 1/3

KNOW ALL MEN BY THESE PRESENTS, That Blackerby Contracting, L.L.C.

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 heretly acknowledged, does 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 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"): a parcel of land located in the NW 1/4 of the NW 1/4 of Section 25, Township 19 South, Range 1 West, more particularly described in that certain instrument recorded in Instrument Number 20160822000302110, in the office of the Judge of Probate of said County.

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 said Grantor, has caused this instrument to be executed by Blackerby Contracting, LLC
its authorized representative, as of the 12 day of December, 2016

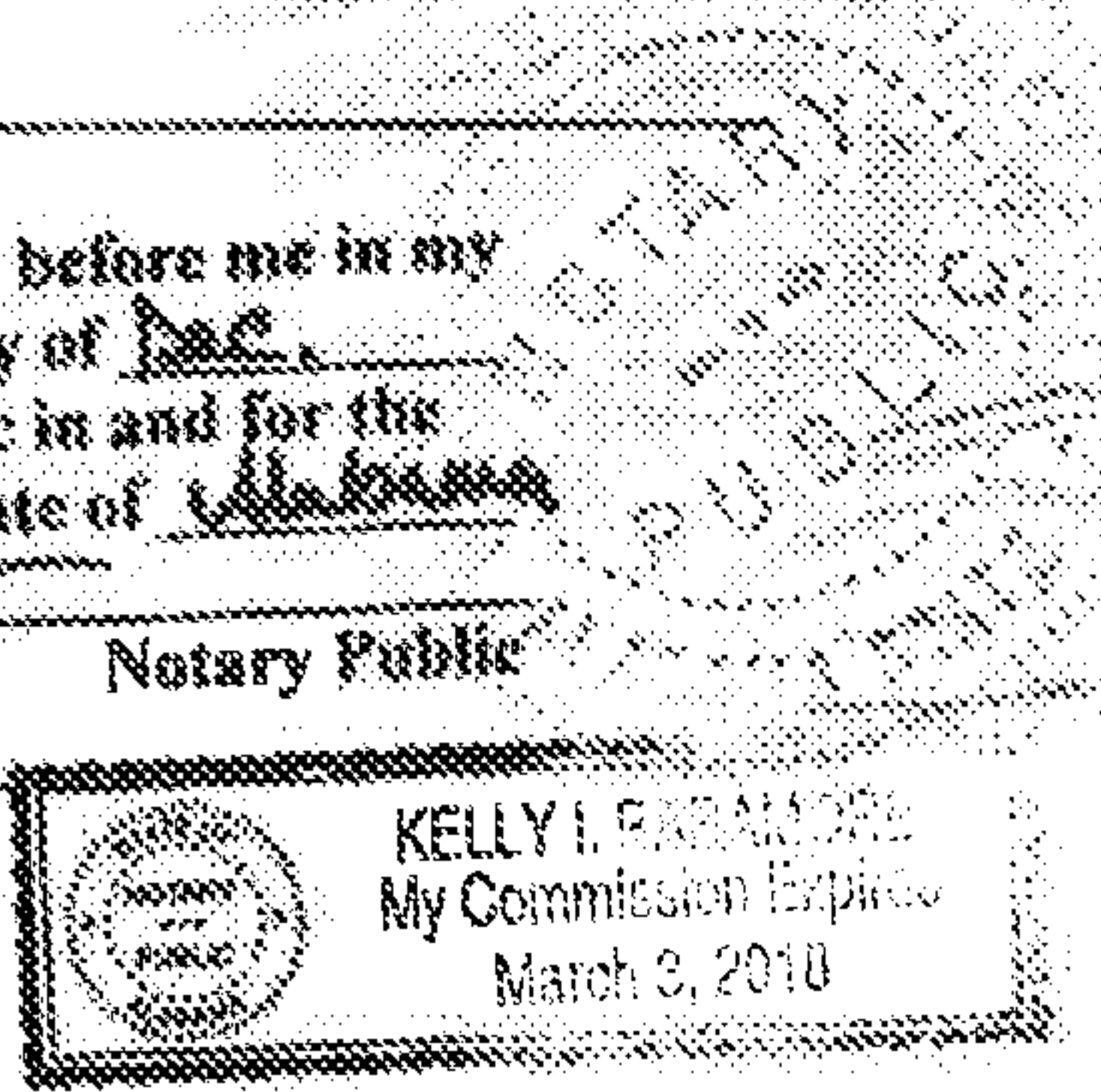
ATTEST (if required) or WITNESS:

Blackerby Contracting, L.L.C.

By: Cynthia Blackerby
Its: [Signature]

By: [Signature] (SEAL)
Its: Owner

Subscribed and sworn to before me in my Presence, this 12 day of Dec, 2016, a Notary Public in and for the County of Shelby, State of Alabama
[Signature]
(Signature) Notary Public



My commission expires

For Alabama Power Company Corporate Real Estate Department Use Only Parcel No: 71223955-001

All facilities on Grantor: Station to Station: Loc 1+00 to Loc 1+05' (Northernly) existing APCO easement, Loc 1+00 to Loc 1+68' (Southernly) on grantor.

CORPORATION NOTARY

STATE OF ALABAMA

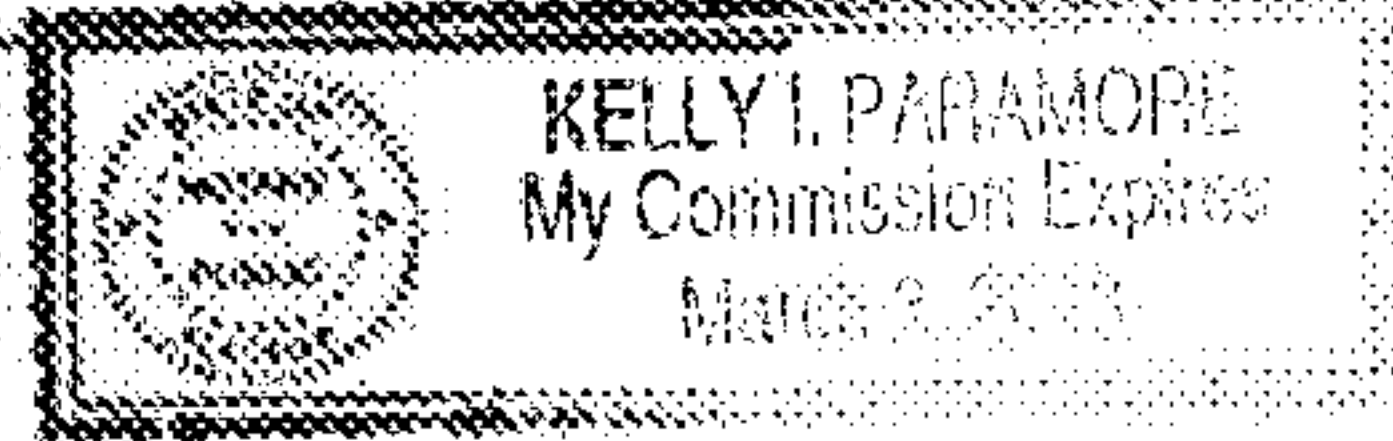
COUNTY OF Shelby

I, Kelly Paramore, a Notary Public, in and for said County in said State, hereby certify that Blackberry Contracting, LLC whose name as Robert Blackberry of Blackberry Contracting, LLC 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 this instrument, he/she, as such Managing Member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this the 12th day of December 2016

[SEAL]

Kelly Paramore Notary Public My commission expires:



CORPORATION/PARTNERSHIP/LLC NOTARY

STATE OF ALABAMA

COUNTY OF

I, a Notary Public in and for said County in said State, hereby certify that whose name as of a [acting in its capacity as of] 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 and with full authority, executed the same voluntarily, for and as the act of said [acting in such capacity as aforesaid].

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

[SEAL]

Notary Public My commission expires:

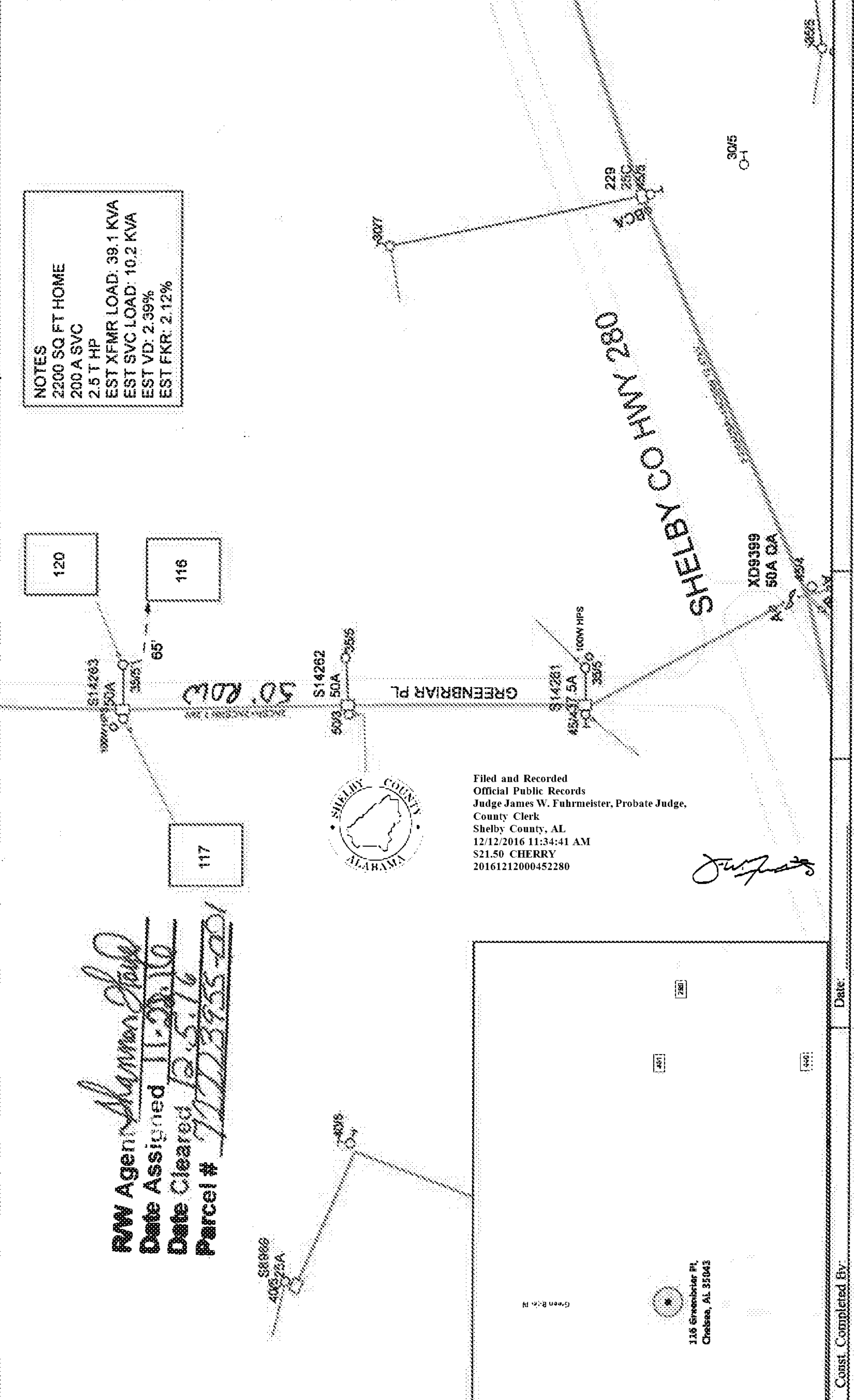
SKETCH OF PROPOSED WORK - SIMPLIFIED W.E.

Map Center: 33.356586 Lat/Lon Center: -86.602149 County: Shelby Section: 25 Township: 19S Range: 01W

Customer: JIM LESLIE	Location: 116 GREENBRIAR PL	Called Svc Date: 12/30/2016	Callback Date: 11/16/2016	Missall No. ULCS: _____	WE #	A6170-00-FN16
Region: BIRMINGHAM	District: VARNONS	Town: CHELSEA	Created: 11/21/2016	Date Good Thru Date: _____	Engineer	SHGUY--10820
Acquisition Agent: SHANNON FLOYD	Date R/W Assigned: 11/21/2016	Date R/W Cleared: _____	Y: L7079	Scale: 1 inch = 87 feet	JETS Reference	
			X: 03286			

NOTES
 2200 SQ FT HOME
 200 A SVC
 2.5 T HP
 EST XFMR LOAD: 39.1 KVA
 EST SVC LOAD: 10.2 KVA
 EST VD: 2.39%
 EST FKR: 2.12%

R/W Agent: Shannon Floyd
Date Assigned: 11-21-16
Date Cleared: 12-5-16
Parcel #: 71113755-001



Filed and Recorded
 Official Public Records
 Judge James W. Fuhrmeister, Probate Judge,
 County Clerk
 Shelby County, AL
 12/12/2016 11:34:41 AM
 S21.50 CHERRY
 20161212000452280

Shannon Floyd

116 Greenbriar Pl Chelsea, AL 35043	Const. Completed By: _____	Date: _____
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HOTLINE INFO

Sub: E CHELSEA	
Fdr #: 1	
Blr #: 460116	
OCR #: XD9399	
800 VPR ST '65'	
Prot Sw: XD9399	
50 A QA	

Transfer Notice Req'd	
CATV Co.	
Co. Name	
Transfer Notice Req'd Accessible	Y
Tree Crew	
Permits Req'd	Y
R/W	
City	
County	
State	
Transmission	
Voltage	
Pri. KV	7.2
Sec. KV	120/240