

121
Grant Of Land Easement By Landowner
For Use Of Alabama Power Company
In Providing Electric Service To Landowner's Premises,
And Adjacent Property Of Others
To Which Service Is Being Simultaneously Extended

W.E.# 62560-00-0031 300

Parcel #

Sta. 1+00 to Sta. 1+220

STATE OF ALABAMA

COUNTY OF

Shelby

1. KNOW ALL MEN BY THESE PRESENTS, That Landowner(s)

KATHIE F. SHELTON, JR, Husband and wife

CLARENCE A. (Butch) +

(the "Grantor", whether one or more) hereby applies to Alabama Power Company, a corporation (the "Company") for electrical service at 404 Rock School Road, HARPERVILLE, AL 35078

Grantor is the owner of the land and premises located at the above address, which by the parties are deemed to be legally described herein precisely as described and mapped in Grantor's ad valorem tax assessment for such land and premises in the office of the Tax Assessor of Shelby County, Alabama, as if herein set out in full detail (the "Property"), and generally described as located in the following described parcel:

see attached legal description

2. To provide the requested electric service to Grantor (and adjacent premises of others to which service is being simultaneously extended), Company must, and may, install on the Property from time to time, some or all of the following: electric poles, electric distribution lines, service laterals, metering equipment, transformers, guys, anchors, and equipment related thereto, both above and below ground, and must, and may, accomplish the cutting and trimming of trees both now and in the future to accommodate such facilities.

3. Grantor, in consideration of (a) the construction of the necessary service facilities, (b) the furnishing of electric service at Company's published rates, and, (c) the payment of one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants, (for himself, his heirs, successors and assigns) to Company the right to install, improve, remove, maintain, and replace, upon, over, and under the Property such of the above electric facilities as are appropriate in the opinion of Company, to provide such requested service or services, at locations on Grantor's land (and adjacent premises of others to which service is simultaneously being extended), deemed appropriate for such service or services by Company, and agreed to by Grantor at time of original extension of service or services (together with necessary and reasonable changes therein and extensions thereto to serve the property and premises of Grantor and adjacent premises described above, if any) together with all rights and privileges necessary or convenient for the full enjoyment or use thereof, including the right to clear and keep cleared all trees, undergrowth, growth on, and other obstructions, within a strip of land extending fifteen feet (15') on either side of the center line of the facilities as constructed, that would in the opinion of Company interfere with such facilities, and the right to cut all dead, weak, leaning or dangerous trees or limbs outside the said thirty foot (30') strip which, in the sole opinion of the Company, might endanger, interfere with or fall upon the poles, lines or other appliances of said Company.

Facilities to be installed under this agreement may be utilized in providing electric service to the Grantor and other Company customers located on property adjacent to the Property and with such service to adjacent property being extended and constructed simultaneously with the building of service facilities to Grantor.

The precise location on the property where the facilities are installed shall be conclusively deemed to be the location described in this grant for the placement of all such facilities. It is the intention of the parties that this grant shall be an easement on, under and over Grantor's land and shall be binding in the future on Grantor's successors, heirs and assigns.

4. Company shall have the rights of ingress and egress to and from the easement and the Property of Grantor for the purpose of installing, constructing, operating and maintaining its facilities in accordance with accepted industry standards.

In the event it becomes necessary or desirable for Company to move its lines of poles and appliances in connection with the construction or improvement of any public road or highway in proximity to its said power lines, Company is hereby granted the right to relocate its said lines of poles and appliances on lands of Grantor hereinabove described, provided, however, the said Company shall relocate its said lines of poles at a distance not 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.

TO HAVE AND TO HOLD such easement to Company, its successors and assigns, forever.

IN WITNESS WHEREOF, we have set our hand(s) this the 26 day of JANUARY, 1993.

WITNESS:

GRANTEE'S ADDRESS:
ALABAMA POWER CO.
P.O. BOX 129
ANNISTON, AL 36202-0129

This instrument prepared in
Eastern Div. Real Estate Dept.
of Alabama Power Co.
Anniston, AL

By:

Clarence A. (Butch) +
Kathie F. Shelton, Jr.

GRANTOR(S)

1993-15113

(SEAL)

05/25/1993-15113

(SEAL)

03:13 PM CERTIFIED

(SEAL)

SHELBY COUNTY JUDGE OF PROBATE

004 NCD 14.50

(SEAL)

IN WITNESS WHEREOF, the said Grantor, has caused this instrument to be executed by its President, _____, who is authorized to execute this conveyance, has hereto set its signature and seal on this the _____ day of _____, 19____.

Attest _____

By: _____
Its: Secretary

By: _____
Its: President

STATE OF ALABAMA }
COUNTY OF _____

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that _____, whose name as President of _____, 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, _____, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the _____ day of _____, 19____.

Notary Public

My commission expires: _____

[SEAL]

STATE OF ALABAMA }
COUNTY OF Shelby

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Clarence A. Shelton III and wife Kathie F. Shelton

Sworn whose name(s) are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily, on the day the same bears date.

Given under my hand and official seal this the 28th day of January, 1993.

Shirley W. Smith
Notary Public

My commission expires: 4-27-96

[SEAL]

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) _____ signed to the foregoing instrument and who _____ known to me, acknowledged before me on this day that, being informed of the contents of the instrument, _____ executed the same voluntarily, on the day the same bears date.

Given under my hand and official seal this the _____ day of _____, 19____.

Notary Public

My commission expires: _____

[SEAL]

EXHIBIT "A"

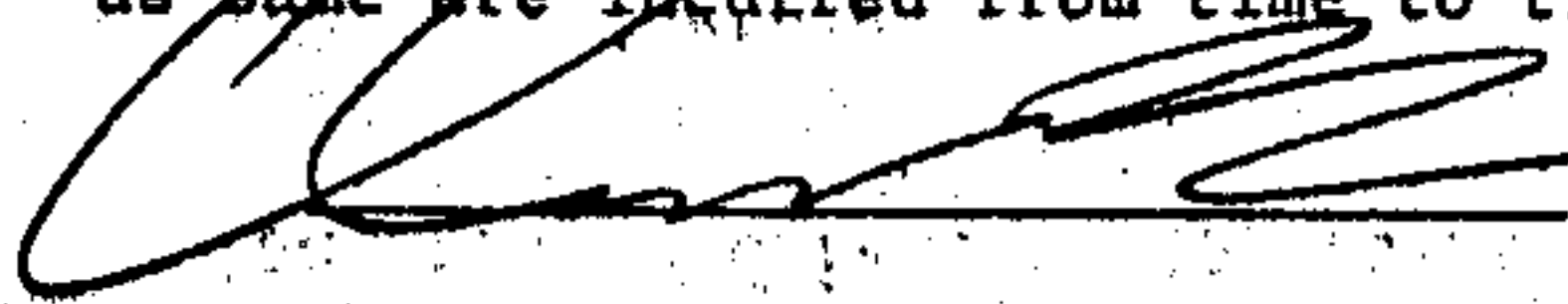
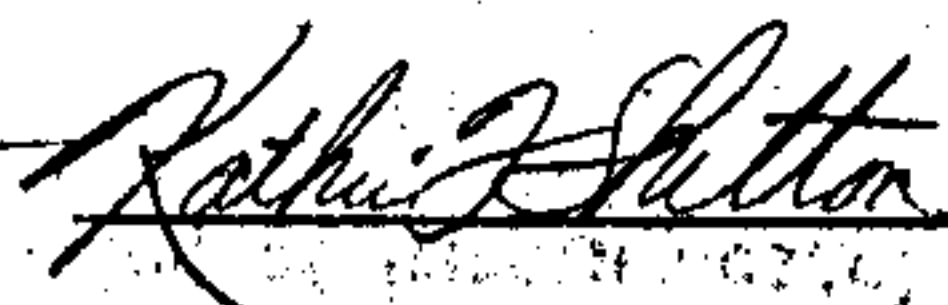
A part of the South 1/2 of the SW 1/4 of Section 30, Township 19 South, Range 2 East, described as follows:

Commence at the Southwest corner of Section 30, Township 19 South, Range 2 East, Shelby County, Alabama, thence run in a Easterly direction along the South boundary line of said section 30 for 644.12 feet to the point of beginning; thence continue along last said course for 1060.83 feet; thence turn an angle of 89 deg. 24 min. 48 sec. and run North 01 deg. 02 min. 42 sec. East for 655.74 feet, thence run North 88 deg. 04 min. 01 sec West for 262.6 feet; thence run North 62 deg. 45 min. 01 sec. West for 912.94 feet, thence run South 00 deg. 04 min. 13 sec. east for 1074.01 feet to the point of beginning; being situated in Shelby County, Alabama.

TOGETHER WITH A NON EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS TO AND FROM THE ABOVE DESCRIBED LAND

From the From the S.W. corner of the SE $\frac{1}{4}$ -SW $\frac{1}{4}$ of Section 30, T19S-R2E, run thence East along the South boundary of said SE $\frac{1}{4}$ -SW $\frac{1}{4}$ a distance of 372.59 feet; thence turn 89°24'48" left and run 655.74 feet to the point of beginning of herein described easement for ingress and egress; thence continue along said course a distance of 112.87 feet; thence turn 127°41'14" right and run 40.0 feet; thence turn 14°57'47" left and run 174.28 feet; thence turn 29°44'30" right and run 203.08 feet; thence turn 110°34'30" left and run 175.88 feet; thence turn 63°17'09" right and run 113.56 feet; thence turn 53°33'54" right and run 188.98 feet; thence turn 82°09'52" left and run 137.90 feet; thence turn 53°03'22" right and run 135.40 feet; thence turn 29°34'55" left and run 274.56 feet to a point on the Westerly boundary of Rock School Road (60' R.O.W.); thence turn 54°04'12" left and run 74.10 feet along said road boundary; thence turn 125°55'48" left and run 302.02 feet; thence turn 29°34'55" right and run 151.62 feet; thence turn 53°03'22" left and run 115.53 feet; thence turn 82°09'52" right and run 166.96 feet; thence turn 53°26'06" left and run 180.81 feet; thence turn 63°17'09" left and run 126.16 feet; thence turn 110°34'30" right and run 132.40 feet; thence turn 29°41'30" left and run 182.33 feet; thence turn 14°57'47" right and run 9.30 feet; thence turn 41°38'24" right and run 143.68 feet; thence turn 21°49'37" left and run 67.06 feet; thence turn 09°35'45" left and run 63.37 feet; thence turn 09°44'25" left and run 88.24 feet; thence turn 109°24'35" left and run 63.62 feet; thence turn 70°35'25" left and run 61.99 feet; thence turn 09°44'25" right and run 53.22 feet; thence turn 09°35'45" right and run 50.45 feet; thence turn 34°36'40" right and run 271.61 feet; thence turn 89°06'43" left and run 40.0 feet to the point of beginning of herein described easement, easement is located in the SE 1/4 of SW 1/4 and SW 1/4 of SE 1/4 of Section 30, Township 19 South, Range 2 East; being situated in Shelby County, Alabama.

GRANTEES do agree for themselves, their heirs, successors and assigns to be responsible for their pro rata share of the maintenance costs of said easement as same are incurred from time to time.

Alabama Power

[illegible][illegible]

Inst # 1993-15113
05/25/1993-15113
03:13 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MCD 14.50