

EASEMENT - DISTRIBUTION FACILITIES

All facilities on Grantor:

WE Number 61700-06-0012-5-00

STATE OF ALABAMA

County of SHELBY

Parcel Number:

STA 1+00 TO STA 2+40
STA 1+00 TO STA 1+220

A. GRANT KNOW ALL MEN BY THESE PRESENTS, That

Andrew D. Olvey, A MARRIED

MAN & SOLE OWNER

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 and hand paid by Alabama Power Company (the Company), a corporation, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to the Company, the easements, rights and privileges described and designated in Section B below, together with the right to permit other persons, partnerships and corporations to use and exercise such easements, rights and privileges in common with the Company.

B. RIGHTS The easements, rights and privileges granted hereby are as follows (if less than all of 1-3 are granted, then check and initial applicable paragraph):

1. **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.

3. **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").

In addition to the easements, rights and privileges granted in all or any of 1, 2 or 3 above, 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 3A of Block Parcel II of Greystone Highlands Subdivision
as recorded in Map Book _____, page _____ and being located in the NE 1/4 of the NW 1/4 of
Section 5, Township 19S, Range 1W and recorded in Deed Book 831, page 21
all being recorded in the Office of the Judge of Probate in said County.

D. **GENERAL** 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 on said Property, 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. In the event that none of options 1 through 3 in Section B above are marked, then Grantor hereby grants all easements, rights and privileges described in such option 1. 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.

This instrument prepared in
Birmingham Div. Real Estate
Dept. of Alabama Power Co.
Birmingham, AL
by Don Bailey

GRANTEE'S ADDRESS
ALABAMA POWER CO.
P.O. BOX 2641
BIRMINGHAM, AL 35291-1930

SHS
003
SHELBY COUNTY JUDGE OF PROBATE
14.00
01/27/1997
02:32 AM
CERTIFIED
02612

1997-02612
Inst

IN WITNESS WHEREOF, the undersigned Grantor(s) has/have set his/her/their hand(s) and seal(s) this the _____ day of _____, 19 _____

WITNESSES:

GRANTOR(S)

(Seal)

(Seal)

IN WITNESS WHEREOF, the said Grantor, has caused this instrument to be executed _____, its authorized representative, as of 26th day of Oct., 19 95

GRANTOR

(Name of Corporation/Partnership)

Individual

ATTEST:

(Witness/Secretary)

(Signature of Officer/Partner)

(Indicate title of Officer or Partner)

STATE OF ALABAMA

County of Shelby

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Andrew D. Olvey 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 27th day of October, 19 95

My commission expires

8-31-96

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 _____ 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 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 _____ day of _____, 19 _____

Notary Public

My commission expires _____

UNDERGROUND
10' x 18'

PROPOSED BUILDING
50' x 18'

CUSTOMER TO INSTALL

PROPOSED APC UNDERGROUND

GREYSTONE COMMERCIAL BOULEVARD

REMOVABLE TRAFFIC GUARD (TYPICAL)

STATIONARY TRAFFIC GUARD

North Arrow

-

CUSTOMER RESPONSIBILITY

A.P.C.O. RESPONSIBILITY

$$\text{UCO COST TO CUSTOMER} = \text{TOTAL FIXED COST} + \text{NORMAL DIST. COST} + \text{SPECIAL DIST. COST} + \text{COST OF MATERIAL FURNISHED BY APCO}$$

SHEET OF CUSTOMER MARK	ESTIMATED CUSTOMER DEMAND (KVA)	U/C PRICE OR SERVICE LENGTH (FT.)	V.F. PRIMARY CONDUCTOR	V/S SERVICE CONDUCTOR	SIZE - PAD- MOUNTED TRANSF. (KVA)	TOTAL FIXED COST	NORMAL DISTANCE COST	SPECIAL DISTANCE COST	COST OF MATERIAL FURNISHED BY APCO	TOTAL CUSTOMER COST
400 MARKS	52.78	164	317/0 ANNU		150	\$405.00	\$98.00	\$279.72	-0-	\$683.72

FOR TRENCH & PAD INSPECTION:	SURVEY	DISTRICT	PHONE	228-1765	APPROVED:	DATE:
CALL	PAULA MARRIS					
LOCAL ENGINEER AT ABOVE NUMBER FOR MATERIAL REQUISITION						
CUSTOMER TO PICK UP MATERIALS PROVIDED BY COMPANY AT	POLINA	WAREHOUSE				
THESE SPECIFICATIONS AND COSTS ARE VALID FOR 90 DAYS AFTER APPROVAL BY COMPANY.						
RE-SUBMIT TO DISTRICT SUPERINTENDENT AFTER THIRD TIME PERIOD FOR RE-APPROVAL						
DATE OF RE-APPROVAL						
APPROVED						
OWNER OR CONSULTANT						
TITLE						

WE # 617200-06-00125
 MAP REC 1W-19S-6-2 SEC 5 1P-19S R-1W
 DRAWN MC/AY ENGR P. MARINO DATE 08/30/85
 APPROVED _____ DATE _____
 SHEET 1 OF 1 SHEETS

Inst # 1997-062612
197/1997-062612

01/11/2011 09:32 AM CERTIFIED DE PROBATE

SHELBY COUNTY JUDGE
003 HEL
14-00