

# EASEMENT - DISTRIBUTION FACILITIES PREPARED

STATE OF ALABAMA

COUNTY OF Shelby

BY Don Bailey

ALABAMA POWER COMPANY

P. O. BOX 2841

BIRMINGHAM, AL 35291

All facilities on Grantor: ☐

W. E. No. 61730-08-0082-8

Parcel No. 51A100 To 51A 21240

A. GRANT KNOW ALL MEN BY THESE PRESENTS, That

Misty B. Lutheke

William  
William Louis Lutheke, Jr.

03/23/1999 12:053  
09:54 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

004 CRH

16.50

as grantor(s), (the "Grantor", whether one or more) for and in consideration of One and No/100 Dollars (\$1.00), and other good and valuable consideration, to Grantor in hand paid by Alabama Power Company (the "Company"), a corporation, the receipt and sufficiency of which are 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 paragraphs):

1. **Overhead and/or 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 underground facilities, if any, by cross-hatching indicating an area not greater than ten feet (10') 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 overhead and/or underground communication service, and also the right to clear a strip extending fifteen feet (15') to either side of the center line of the lines 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 or limbs outside of the 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 the Company.

2. **Line Clearing.** The right to cut and trim and to keep cut and trimmed, and remove all dead, weak, leaning or dangerous trees or limbs, which, in the Company's sole discretion, 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 extending fifteen feet (15') to either side of the center line of the lines of poles and keep it cleared 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 material 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 or hereafter to be 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, 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 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 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"):

LOT 46 OF RARIE STATES AS RECORDED IN MAP BOOK 9, PAGE 140 IN THE OFFICE  
OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA AND LOCATED IN THE SOUTHWEST  
QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE  
2 WEST.

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 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. 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 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 foregoing easements, rights and privileges to the Company, its successors and assigns, forever.

[individuals and parties in representative capacity - indicate capacity]

IN WITNESS WHEREOF, the undersigned Grantor(s) has/have set his/her/their hand(s) and seal(s) this the 4 day of Nov.

1998

X Johnny E. Motes  
Witness

X Bernie D. Bumpers  
Witness

Witness

Witness

Witness

Witness

X William L. Luttrell Jr  
(Grantor)

X Misty B. Luttrell  
(Grantor)

By: \_\_\_\_\_ (SEAL)  
As: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
As: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
As: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
As: \_\_\_\_\_

[corporations, partnerships, L.L.C.'s, etc. - including in representative capacity]

IN WITNESS WHEREOF, the said Grantor, has caused this instrument to be executed by \_\_\_\_\_, its authorized representative, as of \_\_\_\_\_, 1998.

ATTEST (if corporation) or WITNESS:

By: \_\_\_\_\_  
Its: Secretary

(Grantor)  
By: \_\_\_\_\_ (SEAL)  
Its: \_\_\_\_\_  
[indicate President, General Partner, Member, etc.]

ATTEST (if corporation) or WITNESS:

By: \_\_\_\_\_  
Its: Secretary

By: \_\_\_\_\_ (SEAL)  
Its: \_\_\_\_\_  
[indicate President, General Partner, Member, etc.]

[individuals and parties in representative capacity]

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) [as \_\_\_\_\_ respectively] 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, on the day the same bears date.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 1998.

[SEAL]

Notary Public

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

[corporations, partnerships, L.L.C.'s, etc. - including in representative capacity]

STATE OF ALABAMA }

COUNTY OF \_\_\_\_\_ }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that \_\_\_\_\_ of \_\_\_\_\_ whose name as \_\_\_\_\_ a \_\_\_\_\_ [as \_\_\_\_\_] 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 \_\_\_\_\_, 1998.

[SEAL]

Notary Public

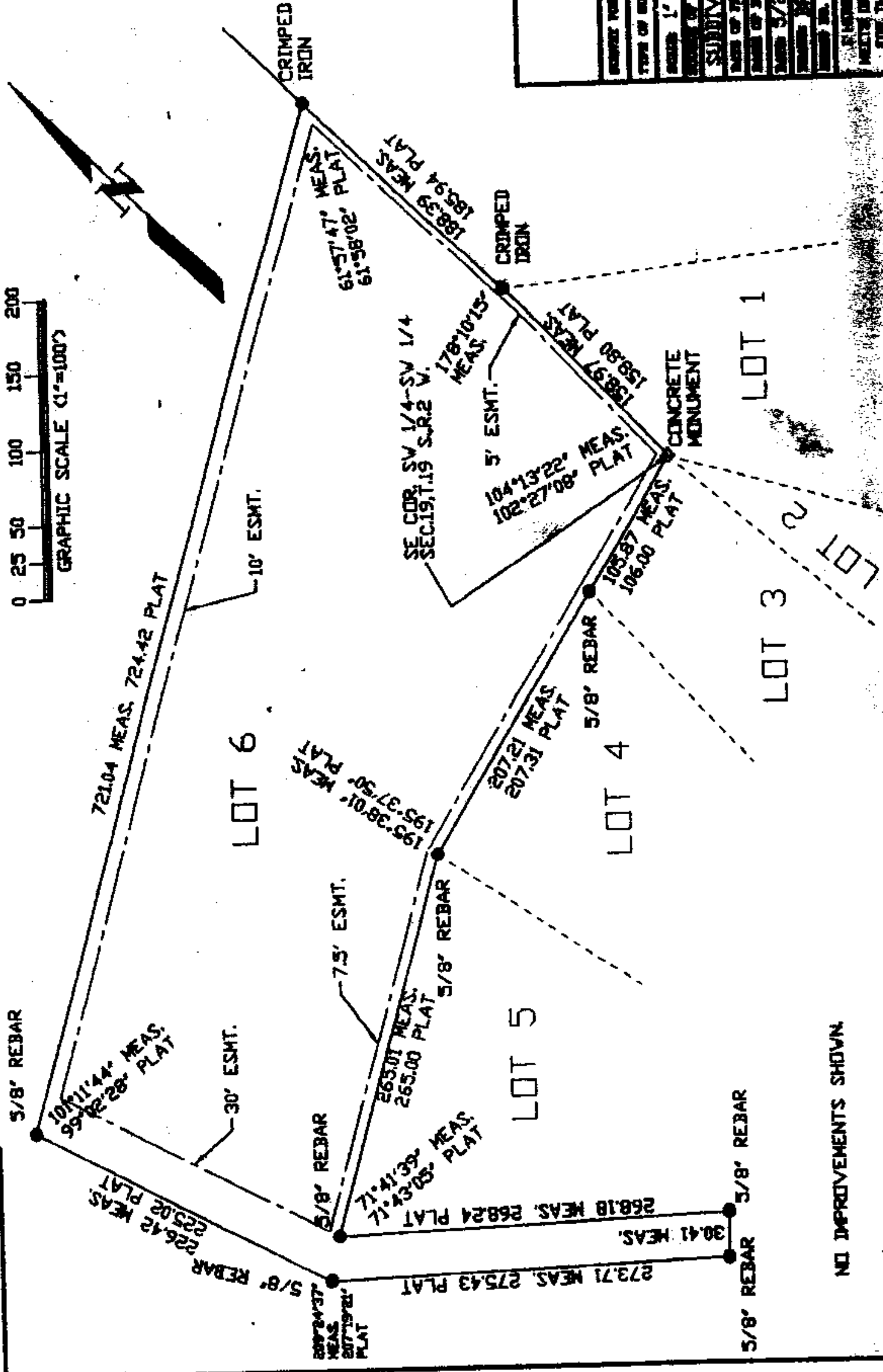
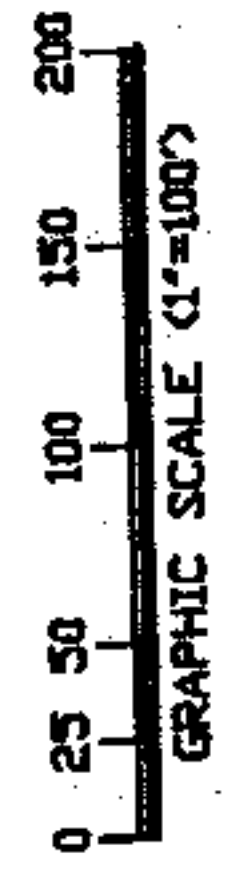
My commission expires: \_\_\_\_\_



STATE OF ALABAMA  
SHELBY COUNTY

LEGAL DESCRIPTION

LOT 6 ACCORDING TO THE MAP OF RARIC  
ESTATES, AS RECORDED IN MAP BOOK 9,  
PAGE 140, IN THE OFFICE OF THE JUDGE  
OF PROBATE OF SHELBY COUNTY, ALABAMA.

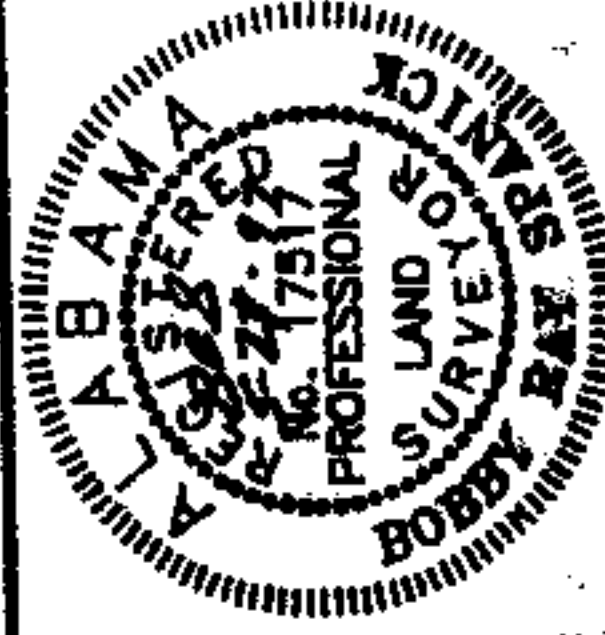


NO IMPROVEMENTS SHOWN

- LEGEND**
- MARK FOR FOUND/MISSING SECTION IN THE OUTLINE (DIAMETER)
  - CONC. MONUMENT FOUND
  - PE MARK FOUND
  - RAILROAD SPIKE FOUND
  - CAPPED PIPE
  - UTILITY POLE
  - CHAIN LINK FENCE
  - WOODEN FENCE
  - BURNED TIE OR END TIE FENCE
  - NOT TO SCALE
  - CONCRETE
  - IRON PIN SET
  - UTILITY LINE
  - ACRES
  - RIGHT OF WAY
  - EASEMENT
  - CERTIFICATE
  - PROPERTY LINE
  - CHANGED TIE
  - WATER MARK
  - GAS REGULATOR

PLAT OF SURVEY

LOT 6 RARIC ESTATES



OWNER FOR LOUIS LUTHCHE
TYPE OF SURVEY RESURVEY
SCALE 1" = 100'
DATE OF SURVEY 5/27/97
SUBDIVISION PLAT
DATE OF FIRST ADJUST 5/17/97
DATE OF SECOND ADJUST SUBDIVISION PLAT
DATE 5/27/97
BOOK 9, PAGE 140
MAP NO. 1

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Page 123-672  
27-7261  
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