1400

THIS INSTRUMENT PREPARED BY Larry Gravitt
ALABAMA POWER COMPANY
P. O. BOX 2641
BIRMINGHAM, AL 35291

EASEMENT - DISTRIBUTION FACILITIES

All facilities on Grantor: [x]

W. E. No. 61700-00-0556-800

Parcel No.

STATE OF ALABAMA

COUNTY OF Shelby

Inst # 1999-12676

A. GRANT KNOW ALL MEN BY THESE PRESENTS, That Charles Jensen and wife Karen Jensen

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.

03/26/1999-12676
09:16 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MEL 14.00

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, transclosures, 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.

Initial

( ) 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.

Initial

( ) 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").

Initial

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"):

A parcel of land in the NE1/4 of the SW1/4 of Section 7, Township 22 South, Range 2 East as is recorded in Deed Record 1997-22691 in the office of the Judge of Probate of Shelby County, Alabama.

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 2 day of Sept, 199 8.

Witness

Witness

Witness

Witness

Witness

Witness

Karen Kerr Jensen
(Grantor)

(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 _____, 199____.

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 Shelby }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Karen Jensen and Chuck Jensen 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 3rd day of September 1998.

Notary Public
My commission expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE. ~~MY COMMISSION EXPIRES: July 8, 2001.~~ BONDED THRU NOTARY PUBLIC UNDERWRITERS.

[SEAL]

_____[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 _____ _____, whose name as _____ of _____ 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 _____, 199____.

Notary Public
My commission expires: _____

[SEAL]

4431557

Form 5-43155 10/94

SKETCH OF PROPOSED WORK — SIMPLIFIED W. E.

Alabama Power

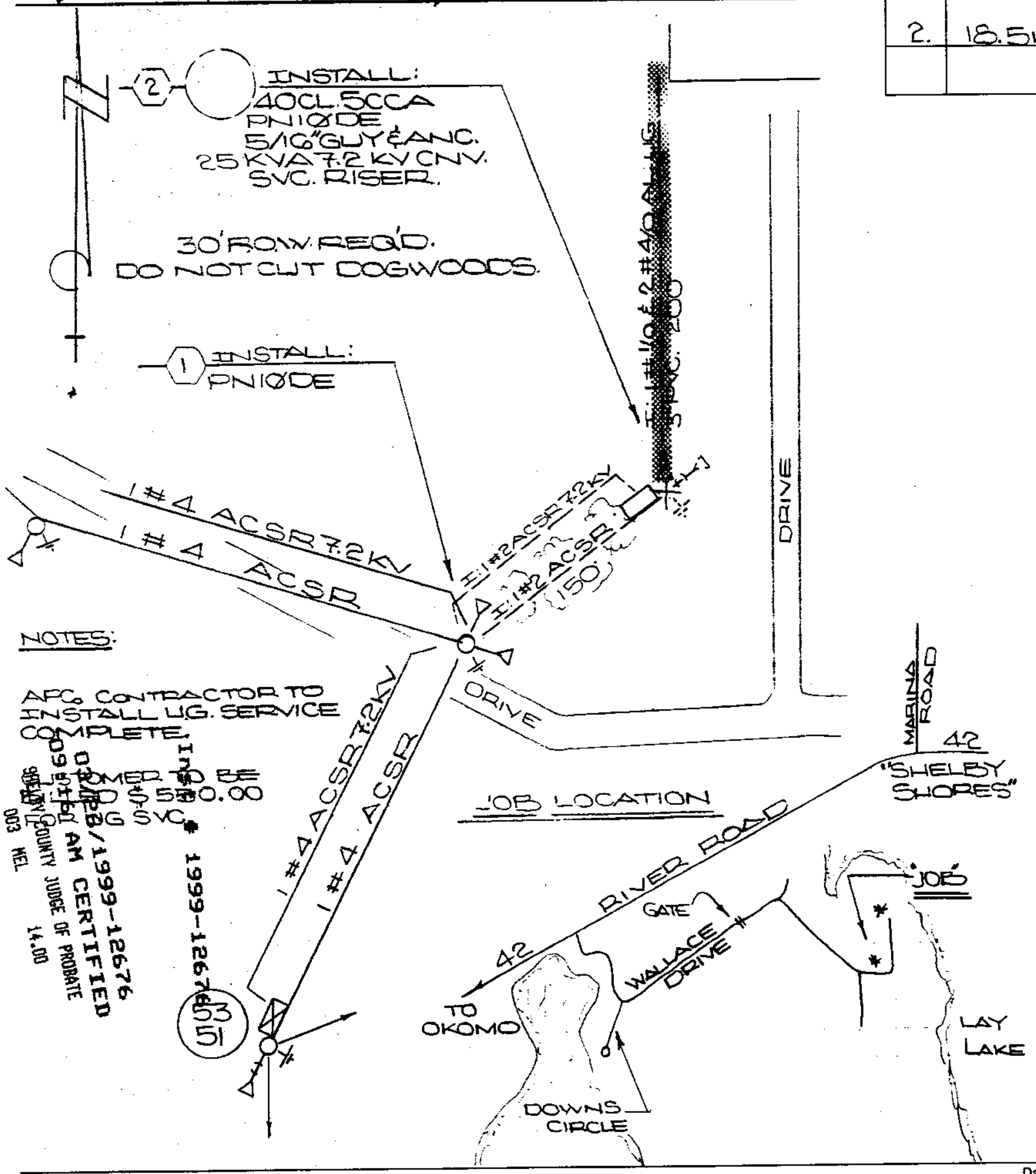
Customer	Location	Agreed Serv. Date	Estimate No.
KAREN JENSEN	125 TORTUGA TRACE	ASAP	617000002556 8

Division	District	Town	Drawn by	Date
B'HAM	SOUTH	SHELBY	BRITNELL	8-17-98

County	Section	Township	Range	Add'l Info
SHELBY	7	22S	2E	733-0940.

Acquisition Agent	Date R/W Assigned	Date R/W Cleared	Map Reference
LDP	8-26-98	9-1-98	60913 SH. # 33

LOC	Transformer Loading
2.	18.5KVA



Voltage	
Pri	Sec.
7.2 KV	120 240

PHONE CO.	
Co. Name	BS ✓
CATV CO.	
Co. Name	
ACCESSIBLE	✓
TREE CREW	✓
ROCK HOLE	
PERMITS REQ'D	
R/W	✓
CITY	
COUNTY	
STATE	
MISSALL #	✓
OTHER	
SCALE NTS	
Ft. Per Inch	

Cnst. Completed By

Date

Standard symbols shown in distribution standards to be used.

44-23158