

1400  
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.# 64700-00-04459

THIS INSTRUMENT PREPARED

Parcel #

BY Don Bailey

ALABAMA POWER COMPANY

P. O. BOX 2841

BIRMINGHAM, AL 35201

STA 1+00 TO STA 2+200

ALSO: GUYS AT STA 2+00, 3+00

STATE OF ALABAMA

COUNTY OF Shelby

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

HARRY GARNER & WIFE,

JANE GARNER

(the "Grantor", whether one or more) hereby applies to Alabama Power Company, a corporation (the "Company") for electrical service at Lot 7 137 Mountain Oaks Dr Sterrett, Alabama 35147

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: Lot 7 Mountain Oaks Drive Sterrett Alabama 35147 Recorded in Map Book 10, pg. 74 in the office of the Judge of Probate of Shelby Co. Alabama. NE 1/4 - SW 1/4 Sec. 15, T19S, R1W

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) and seal(s) this the 28<sup>th</sup> day of JUNE, 19 99.

WITNESS:

Harry Garner (SEAL)  
Jane Garner (SEAL)

GRANTOR(S)

Harry Garner (SEAL)

Jane Garner (SEAL)

10/28/1999  
08:00 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

003 CJ1

14.00

10/28/1999-44328 (SEAL)

(SEAL)

Inst # 1999-44328

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 HARRY GARNER & WIFE, JANE GARNER

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 28<sup>th</sup> day of JUNE, 19 99.

Notary Public

My commission expires: 04-03-2003

[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]



# SKETCH OF PROPOSED WORK - SIMPLIFIED W.E. Alabama Power

|  |  |                                     |  |                                    |  |                                       |  |
|--|--|-------------------------------------|--|------------------------------------|--|---------------------------------------|--|
| Customer<br><b>HARRY GARNER</b>        |  | Location<br><b>137 MTN OAKS DR</b>  |  | Agreed Serv. Date                  |  | Estimate No.<br><b>61700-00-04459</b> |  |
| Division<br><b>BIRMINGHAM</b>          |  | Region<br><b>SOUTH</b>              |  | Town<br><b>STERRET</b>             |  | Engineer<br><b>J.CALLICOTT</b>        |  |
| County<br><b>SHELBY</b>                |  | Section<br><b>15</b>                |  | Township<br><b>19S</b>             |  | Range<br><b>1W</b>                    |  |
| Acquisition Agent<br><b>DON BAILEY</b> |  | Date R/W Assigned<br><b>6-25-99</b> |  | Date R/W Cleared<br><b>6-28-99</b> |  | Map Reference<br><b>1W-19S-15-3</b>   |  |
| Contact Numbers                        |  |                                     |  |                                    |  |                                       |  |

PH: 408-4284

995-1887

I: 2 #500 & 1 #4/0  
200'

2 DAYS TOTAL  
TREE TRIMMING

I: 1Ø PRI DE

140

I: 45\4 POLE  
I: 1Ø PRI DE  
I: 8" H, 5/8" R,  
5/16" STR  
I: 25kVA 19.9kV CONV  
PROP LD=21KVAD  
I: SEC RISER

I: 45\4 POLE  
I: 1Ø PRI DDE  
I: 8" SH, 5/8" R,  
5/16" STR.

X  
10288

25 CONV

**OVERHEAD  
RIGHT OF WAY  
WIDTH IS THIRTY  
(30) FEET**

**UNDERGROUND  
RIGHT OF WAY  
WIDTH IS TEN  
(10) FEET**

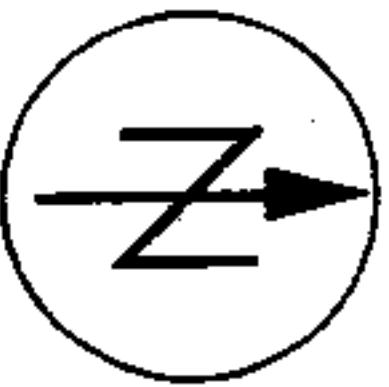
APCO TO BILL CUSTOMER  
\$550.00 FOR U.G. SERVICE.  
ASPLUNDH TO DIG 36" TRENCH  
INSTALL 3" CONDUIT, &  
BACK FILL.

MTN. OAKS DR.

Inst # 1999-44328

10/28/1999-44328

08:00 AM CERTIFIED  
REVISION DATE 10/28/99 INT: GM

|   |      |
|---|------|
| Voltage   |      |
| Pri.  | Sec. |
| 19.9kV  | 120  |
|   | 240  |
| Phone Co.   |      |
| SCB   |      |
| CATV Co.  |      |
| ACCESSIBLE  | Y    |
| TREE CREW   | Y    |
| ROCK HOLE   |      |
| PERMITS REQ'D   |      |
| R/W   |      |
| CITY  |      |
| COUNTY  | Y    |
| STATE   |      |
| MISSALL   | Y    |
| MISSALL BY DATE:  |      |
| DRAWN BY:   |      |
| GM  |      |
| SCALE   |      |
| N.T.S.  |      |
| (Ft. Per Inch)  |      |
| NORTH ARROW   |      |
|  |      |
| Date:   |      |

7004459Z

Const. Completed By:

003 CJ1 14.00