| EASEMENT - DISTRIBUTION FACILITIES (Metes and Bounds) | | O BE RECORDE | D: YES <u>x</u> NO | D | This instrument prepared by: | | |
|--|--|--|--|--|--|--|--|
| | | 6170 | 00-00-0155 | -100 | Dany L |). Disert | |
| STATE OF ALABAMA COUNTY OF Shelby | } W | /.E. No | 70082653 | ₹ | Alabama Power | . , | |
| AX ID # | | arcei No ransformer No. | 100000 | | P. O. Box 2641 | | |
| | | 3 | | | Birmingham, Ala | | |
| A. GRANT KNOW ALL MEN BY THESE PI | RESENTS, That | | | | corporati | on | |
| | | | Student Li | | | | |
| s grantor(s), (the "Grantor", whether one or mo hand paid by Alabama Power Company, a con s successors and assigns (the "Company"), th | poration, the rece | eipt and sufficiend | cy of which are hereb | y acknowledged, d | loes hereby grant to A | consideration, to Gran Nabama Power Compa | |
| B. RIGHTS The easements, rights and privi | leges granted he | ereby are as follo | ws: | | | | |
| 1. Overhead and/or Underground. The in Section C below, along a route to be selecation of underground Facilities, if any, by cables, transclosures, transformers, anchorand/or underground transmission and district of the center line of underground Facilities utilize intermediate poles in line for overhead outside of the thirty foot (30') strip for overhead of the overhead Facilities. | lected by the Co cross-hatching in rs, guy wires and ribution of electric and fifteen feet and Facilities and | ompany which is indicating an area of the facilities of the facili | generally shown on a not greater than ter useful or necessary i o the right to clear ar le of the center line o and cut and keep trim | the Company's firm feet (10') in width in connection there and keep clear a strong of overhead Facility and and cut all de | nal location drawing (), all poles, towers, wi with (collectively, "Fa rip of land extending i les; further, the right ead, weak, leaning or | (which shows the gene ires, conduits, fiber opti- cilities"), for the overhe five feet (5') to either si in the future to install a dangerous trees or lim | |
| 2. Line Clearing. The right to trim and Company, might now or may hereafter end hereafter located adjacent to the Property location drawing, and also the right to clear feet (15') of the center line of the lines of s | danger, interfere described in Se and keep clear a | with or fall upon ection C below al- all trees, undergro | the electric transmis ong a route to be se owth, and other obstr | ssion or distribution lected by the Com | n lines, poles, towers pany generally show | or other Facilities now n on the Company's fir | |
| Section C below, and to construct, extend a | ina mantani yuy | Mites Hottl Such | anchons) to structure | | r erected adjacent to | SUCH Property or prope | |
| nd removal thereof; and also the right to cut, re bove said Facilities and Guy Wire Facilities, as | acilities") along a med and cut all or fall upon any easements, right from the Facilities move and others applicable. | a route to be sele dead, weak, lear of the Guy Wire hts and privilege and Guy Wire wise keep clear a | eted by the Compan ning or dangerous tre Facilities. Is necessary or conv Facilities, as applical any and all structures | y generally shown ees or limbs that, i venient for the full ble, and the right to s, obstructions or o | on the Company's fi n the sole opinion of enjoyment and use to excavate for installant obstacles of whatever | inal location drawing; a the Company, might no thereof, including without ation, replacement, rep character, on, under a | |
| also the right to trim and cut and keep trim or may hereafter endanger, interfere with or Grantor hereby grants to the Company all nitation the right of ingress and egress to and indication the right of ingress and egress to and indication the right of also the right to cut, repove said Facilities and Guy Wire Facilities, as PROPERTY DESCRIPTION The easement | acilities") along a med and cut all or fall upon any easements, right move and other applicable. | a route to be sele dead, weak, lear of the Guy Wire hts and privilege and Guy Wire wise keep clear a | eted by the Compan ning or dangerous tre Facilities. Is necessary or conv Facilities, as applical any and all structures | y generally shown ees or limbs that, i venient for the full ble, and the right to s, obstructions or o | on the Company's fi n the sole opinion of enjoyment and use to excavate for installant obstacles of whatever | inal location drawing; a the Company, might no thereof, including without ation, replacement, rep character, on, under a | |
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| IN WITNESS WHEREOF, the said Grantor, | nas caused this instrume | ent to be executed by | |
|--|---|---|-----------------|
| its authorized representative, as of the | day of | , 20 | |
| ATTEST (if corporation) or WITNESS: | | | |
| | | (Grantor - Name of Corporation/Parternship/LLC) | |
| By: | | By: | (SEAL) |
| lts: | | Its: | · · |
| | | [indicate President, General Partner, Member, etc.] | |
| INDIVIDUAL NOTARIES | | | |
| STATE OF ALABAMA | } | | |
| COUNTY OF | } | | |
| I, the undersigned, a Notary Public, in a | | id State, hereby certify that | ed before me |
| on this day that being informed of the conten | its of the instrument, he/ | she/they executed the same voluntarily, on the day the same bears date. | |
| Given under my hand and official seal t | his the | day of | |
| | | | |
| | | Notary Public | |
| [SEAL] | | My commission expires: | |
| | | | |
| STATE OF ALABAMA | 3 | | |
| COUNTY OF | , } | | |
| | and for said County in sa | id State, hereby certify that | |
| | - | is/are signed to the foregoing instrument and who is/are known to me, acknowledge | ed before me |
| | | /she/they executed the same voluntarily, on the day the same bears date day of | |
| [SEAL] | | Notary Public My commission expires: | |
| | | | |
| TRUSTEE/CORPORATION/PARTNERSHIP | P/LLC NOTARY | | |
| STATE OF ALABAMA | } | | |
| COUNTY OF | } | | |
| I, the undersigned, a Notary Public, in a | and for said County in sa | aid State, hereby certify that <u>EmmeITR. Holl</u> | |
| | , whos | e name as TYCS (GC/I) of MCCCCDD, LINCO, G | |
| Tennessee corporation de | - | | |
| | | ned to the foregoing instrument, and who is known to me, acknowledged before m | • |
| that being informed of the contents of the ins | strument, he/she, as suc | | ntarily for and |
| as the act of said | ۱۱ مرو در | [acting in such capacity as aforesaid]. | |
| Given under my hand and official | seal, this the | day of March , 2001. | |
| [SEAL] | | Notary Public My commission expires: 2~6~2002 | |
| | or Alabama Power Com | npany Corporate Real Estate Department Use Only | |
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Form 5-40046 Rev. 2/00

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