EASEMENT - DISTRIBUTION FACILITIES (Metes and Bounds)

Shelby

STATE OF ALABAMA

COUNTY OF

TO BE RECORDED: YES X NO

W.E. No. 61700-00-0214-200

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Shelby Cnty Judge of Probate, AL

08/21/2002 03:00:00 FILED/CERTIFIED

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Alabama/Power Company P. O. Box 2641

TAX ID # Transformer No. Birmingham, Alabama 35291 GRANT KNOW ALL MEN BY THESE PRESENTS, That Larry Hill and wife Debra Hill

Parcel No.

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, a corporation, the receipt and sufficiency of which are hereby acknowledged, does hereby grant to Alabama Power Company, its successors and assigns (the "Company"), the easements, rights and privileges described and designated in Section B below.

- RIGHTS The easements, rights and privileges granted hereby are as follows:
 - 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 Company's final location 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, guy wires and other Facilities useful or necessary in connection therewith (collectively, "Facilities"), for the overhead and/or underground transmission and distribution of electric power, and also the right to clear and keep clear a strip of land extending five feet (5') to either side of the center line of underground Facilities and fifteen feet (15') to either side of the center line of overhead Facilities; further, the right in the future to install and utilize intermediate poles in line for overhead Facilities and 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 for overhead Facilities that, in the sole opinion of the Company, might now or may hereafter endanger, interfere with or fall upon any of the overhead Facilities.
 - Line Clearing. The right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs that, in the sole opinion of the Company, might now or may hereafter endanger, interfere with or fall upon the electric transmission or distribution lines, poles, towers or other Facilities now or hereafter located adjacent to the Property described in Section C below along a route to be selected by the Company generally shown on the Company's final location drawing, and also the right to clear and keep clear all trees, undergrowth, and other obstructions on property in which Grantor has an interest within fifteen feet (15') of the center line of the lines of such poles, towers or other Facilities.
 - 3. Guy Wires and Anchors. The right to implant, install and maintain anchor(s) of concrete, metal or other material on and under the Property described in Section C below, and to construct, extend and maintain guy wires from such anchor(s) to structures now or hereafter erected adjacent to such Property or property adjacent thereto (collectively, "Guy Wire Facilities") along a route to be selected by the Company generally shown on the Company's final location drawing; and also the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs that, in the sole opinion of the Company, might now or may hereafter endanger, interfere with or fall upon any of the Guy Wire Facilities.

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 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,
	following described real property situated in <u>Shelby</u> County, Alabama (the "Property"):
	A parcel of land in the $NW1/4$ of the $SW1/4$ of Section 10,
	Township 20 South, Range 1 West as is recorded in Deed Record
	2001/30206 in the office of the Judge of Probate of Shelby County,

Alabama. Lot#2 of the Survey of Tara Subdivision Sector#2, Mapbook

24, Page 123, Judge of Probate, Shelby County, Alabama.

D. ADDITIONAL PROVISIONS. In the event it becomes necessary or desirable for the Company to move any of the Facilities in connection with the construction or improvement of any public road or highway in proximity to the Facilities, Grantor hereby grants to the Company the right to relocate the Facilities and, as to such relocated Facilities, to exercise the rights granted above; provided, however, the Company shall not relocate the Facilities on the Property at a distance 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. 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 same to the Company, its successors and assigns, forever.

IN WITNESS WHEREOF, the undersigned Grantor(s) has/have sethin/her/their hand(s) and seal(s) this the <u>8th</u> day of <u>May</u> , 20	02.
Witness (Grantor) The full	_(SEAL)
Witness Witness (Grantor) Witness Wit	_(SEAL)
Witness By: By: As:	_(SEAL)

Form 5-40046 Rev. 2/00

IN WITNESS WHEREOF, the said Grantor, ha	as caused this instrument t	o 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)
Its:	# -	lts:	
		[indicate President, General Partner, Meml	ber, etc.]
INDIVIDUAL NOTARIES			
STATE OF ALABAMA	}		
COUNTY OF Shelby	}		
I, the undersigned, a Notary Public, in and		tate, hereby certify that Mr. Larry W. Hill signed to the foregoing instrument and who is/ale known to r	
		th W executed the same voluntarily, on the day the same bear	
Given under my hand and official seal this	t-h	day of May , 2002.	
Civeri dildei my nama and omolai ocur and		Jany D. Synt	•·
[SEAL]		Notary Public My commission expires: 2~6~06	<u> </u>
STATE OF ALABAMA	}		
COUNTY OF	}		
I, the undersigned, a Notary Public, in and	d for said County in said S	tate, hereby certify that	· · · · · · · · · · · · · · · · · · ·
	whose name(s) is/ar	e signed to the foregoing instrument and who is/are known to r	ne, acknowledged before me
on this day that being informed of the contents	s of the instrument, he/she	they executed the same voluntarily, on the day the same bear	s date.
Given under my hand and official seal thi	is the	day of,	
		Notary Public	· <u>-</u>
[SEAL]		My commission expires:	
			· · · · · · · · · · · · · · · · · · ·
TRUSTEE/CORPORATION/PARTNERSHIP/I	LLC NOTARY		
STATE OF ALABAMA	}		
COUNTY OF	}		
I, the undersigned, a Notary Public, in an	nd for said County in said S	tate, hereby certify that	. <u></u>
· · · · · · · · · · · · · · · · · · ·	, whose na	me as of	
a		[as	
], is signed	to the foregoing instrument, and who is known to me, acknowled	ledged before me on this day
that being informed of the contents of the instr	rument, 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 se	eal, this the	day of	
		Notary Public	
[SEAL]		My commission expires:	······································
<u>For</u>	Alabama Power Compar	y Corporate Real Estate Department Use Only	
All facilities on Grantor:	Station to Station:		· · · · · · · · · · · · · · · · · · ·
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SHEE

POSTING SKETCH OF PROPOSED WORK — SIMPLIFIED W. E.

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MAZA POWER

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