

EASEMENT - DISTRIBUTION FACILITIES

sta 1+00 to sta 1+120

TO BE RECORDED ☒ YES ☐ NO

This Instrument prepared by:
DON D. BAILEY

STATE OF ALABAMA }
County of SHELBY }
TAX ID # 13-5-21-4-001-001.035

W.E. 61700-00-0013-3-00
Parcel # 7030977
Transformer # S-7253

Alabama Power Company
Post Office Box 2641
Birmingham, Alabama 35291-1980

A. GRANT KNOW ALL MEN BY THESE PRESENTS, That JR ENTERPRISES, LLC

as grantor(s), (the "Grantor", whether one or more) for and in consideration of the sum of One and No/100 (\$1.00), and other good and valuable considerations, to Grantor in hand paid by Alabama Power Company (the Company), a corporation, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to Alabama Power Company, (the Company) its successors and assigns, the easements, rights and privileges described and designated in Section B below.

B. RIGHTS The easements, rights and privileges granted hereby are as follows:

1. ~~Overhead and/or~~ **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, trans closures, 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.

2. **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, right and privileges necessary or convenient for the full enjoyment and use thereof, including without limitations 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 easement, rights and privileges granted hereby shall apply to, and the word "Property" as used in the instrument shall mean, the following described real property situated in SHELBY County, Alabama (the "Property"):

Lot of Block of Subdivision
as recorded in Map Book , page and being located in the SE 1/4 of the SE 1/4 of
Section 21, Township 20S, Range 3W and recorded in Deed Book , page
all being recorded in the Office of the Judge of Probate in said County. DLLD Record 0031779/1999

D. **ADDITIONAL PROVISIONS.** 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 and, as to such relocated Facilities, to exercise the rights granted above; provided, however, the Company shall relocate its Facilities at a distance no greater than ten (10) feet outside the boundary of the right of way of any public road or highway as established or re-established from time to time. This grant and agreement shall be binding upon and inure to the benefit of Grantor, the Company and each or 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.

IN WITNESS WHEREOF, the undersigned Grantor(s) has/have set his/her/their hand(s) and seal(s) this the day of , 20 .

WITNESSES: GRANTOR(S)

(Husband) _____ (Seal)

(Wife) _____ (Seal)

IN WITNESS WHEREOF, the said Grantor, has caused this instrument to be executed Joe M. Curvin, its authorized representative, as of 27 day of February, 2003.

GRANTOR

JR ENTERPRISES, LLC
(Name of Corporation/Partnership)

ATTEST:
Hinger Curvin
(Witness/Secretary)

Joe M. Curvin
(Signature of Officer/Partner)
Owner
(Indicate title of Officer or Partner)

INDIVIDUALS NOTARY

STATE OF ALABAMA }
County of Shelby }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that whose names is/are signed to the foregoing instrument and is/are known to me, acknowledged before me on this day that being informed of the contents of the instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the _____ day of _____, 20____.

Notary Public

My commission expires _____.

CORPORATION/PARTNERSHIP/LLC'S NOTARY

STATE OF ALABAMA }
County of Shelby }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that JOE M. CURVIN whose name as OWNER of JR ENTERPRISES LLC, 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 officer/partner and with full authority, executed the same voluntarily for and as the act of said Corporation/Partnership.

Given under my hand and official seal, this the 27 day of February, 2003.

[Signature]
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Oct 17, 2004
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My commission expires _____.

For Alabama Power Company Corporate Real Estate Department use only.

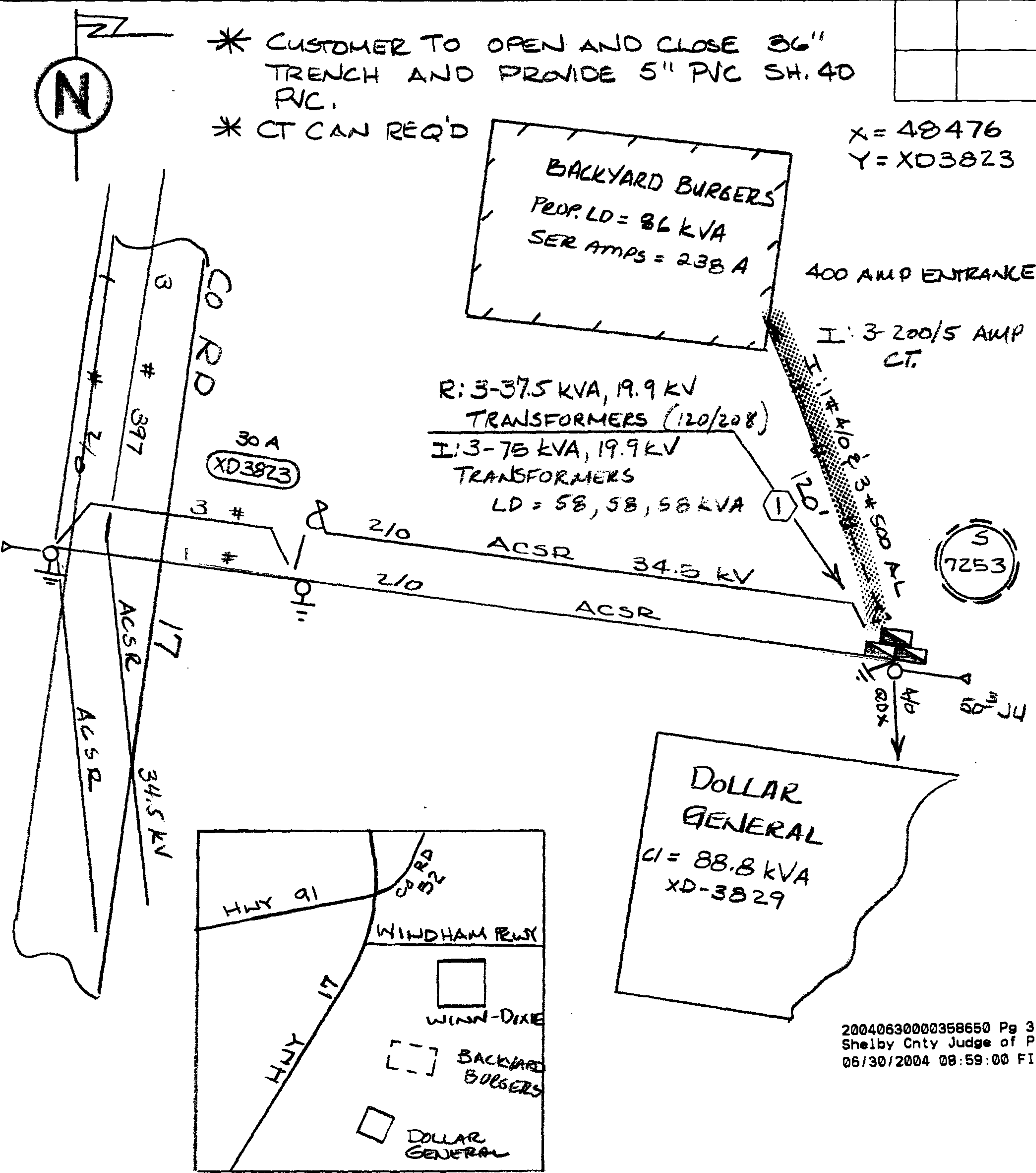
All facilities on Grantor: ☒

Station to Station: _____

SKETCH OF PROPOSED WORK — SIMPLIFIED W. E.



Customer BACKYARD BURGER	Location 4969 HWY 17	Agreed Serv. Date	Estimate No. 61700-00-0013-3
Division B' HAM	District SO. REGION	Town HELENA	Drawn by CROUCH
County SHELBY	Section 21	Township 20S	Range 3W
Add'l Info ANN. REVENUE = \$12,465 ⁰⁰ / _{xx}			
Acquisition Agent	Date R/W Assigned	Date R/W Cleared	Map Reference 3W-20-21-4
		LOC	Transformer Loading



Voltage	
Pri	Sec.
PHONE CO.	
Co. Name	
CATV CO.	
Co. Name	
ACCESSIBLE	
TREE CREW	
ROCK HOLE	
PERMITS REQ'D	
R/W	
CITY	
COUNTY	
STATE	
MISSALL #	
OTHER	

20040630000358650 Pg 3/3 17.50
Shelby Cnty Judge of Probate, AL
06/30/2004 08:59:00 FILED/CERTIFIED

Cnst. Completed By

Date