

EASEMENT - DISTRIBUTION FACILITIES
(Metes and Bounds)

TO BE RECORDED: YES ☒ NO ☐

This instrument prepared by:

VALERIE ACOCELLA

STATE OF ALABAMA }

W.E. No. 61700-00-02426

Alabama Power Company

COUNTY OF SHELBY }

Parcel No. 70176709

P. O. Box 2641

TAX ID #

Transformer No. 14972

Birmingham, Alabama 35291

A. GRANT KNOW ALL MEN BY THESE PRESENTS, That MAGENCO INC.

as grantors (s), (the "Grantor", whether one or more) for and in consideration of One and No/100 (\$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.

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

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 Company's final location drawing (which shows the general location of underground Facilities, if any, by 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, 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, the following described real property situated in SHELBY County, Alabama (the "Property"):

A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23 TOWNSHIP 21 SOUTH, RANGE 1 WEST AND RECORDED IN DEED RECORD 1999-39082 IN THE OFFICE OF THE 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 set his/her/their hand(s) and seal(s) this the _____ day of _____, 20____.

Witness

(Grantor)

(SEAL)

Witness

(Grantor)

(SEAL)

Witness

By:

(SEAL)

As:



20060828000422640 1/4 \$20.50
Shelby Cnty Judge of Probate, AL
08/28/2006 01:08:02PM FILED/CERT

IN WITNESS WHEREOF, the said Grantor, has caused this instrument to be executed by Browne Linder Jr its authorized representative, as of the 15th day of June, 20 06.

ATTEST (if corporation) or WITNESS:

MAGENCO, INC.
(Grantor - Name of Corporation/Partnership/LLC)
By: [Signature] (SEAL)
Its: President
[indicate President, General Partner, Member, etc.]

INDIVIDUAL NOTARIES

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) 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 executed the same voluntarily, on the day the same bears date.

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

[SEAL]

Notary Public
My commission expires: _____

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) 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 executed the same voluntarily, on the day the same bears date.

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

[SEAL]

Notary Public
My commission expires: _____

TRUSTEE/CORPORATION/PARTNERSHIP/LLC NOTARY

STATE OF ALABAMA }
COUNTY OF Shelby }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Browne Linder, Jr. whose name as President of MAGENCO, INC a Corporation [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 President and with full authority, executed the same voluntarily for and as the act of said MAGENCO, INC [acting in such capacity as aforesaid].

Given under my hand and official seal, this the 15 day of June, 2006.

[SEAL]

Stephanie Glass
Notary Public
My commission expires: 2-14-07


For Alabama Power Company Corporate Real Estate Department Use Only

All facilities on Grantor: ✓

Station to Station: Sta 1A+00 to Sta 1B+00 also Sta 1+00 +
on rd to Sta 2+00

Shelby County, AL 08/28/2006
State of Alabama

Deed Tax: \$.50


20060828000422640 2/4 \$20.50
Shelby Cnty Judge of Probate, AL
08/28/2006 01:08:02PM FILED/CERT

**SKETCH OF PROPOSED WORK
SIMPLIFIED W.E.**

 Map Center UTM
 1758470 12051020

 Map Center LatLon
 -86.613951 33.196686


Customer M. Gallups			Location 440 Magenta Ln.			Agreed Serv. Date		Estimate No. 61700-00-02426				
Region Power Delivery			Oper. Cntr. Metro - South		Town/City Columbiana		UserID jm frost		Created: 5/31/2006			
County Shelby		Section 23	Township 21S	Range 01W	Add'l Info Sheet 1 of 2							
Acquisition Agent VALERIE ACCELLA			Date R/W Assigned 6-5-2006		Date R/W Cleared 6-16-2006		Spatial Reference		LOC		Transformer Loading	
Voltage 12kV	Phone Co	CATV Co	Accessible	Tree Crew	Rock Hole	Permits	R/W	City	County	State	Miss All	Other

