

EASEMENT - DISTRIBUTION FACILITIES
(Metes and Bounds)

TO BE RECORDED: YES ☒ NO ☐

This instrument prepared by:

STATE OF ALABAMA

COUNTY OF

TAX ID #

W.E. No.

Parcel No.

Transformer No.

S. McElroy

Alabama Power Company

P. O. Box 2641

Birmingham, Alabama 35291

A. GRANT KNOW ALL MEN BY THESE PRESENTS, That James T. Childers, a married man

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.

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 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, 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 in the NW 1/4 of Section 12 Township 19 South Range 2 East more particularly described in Deed Ref. 2007 0322 0000 80360 in the Probate Office of 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 13 day of July, 2007.

Witness

Witness

Witness

(Grantor)

(Grantor)

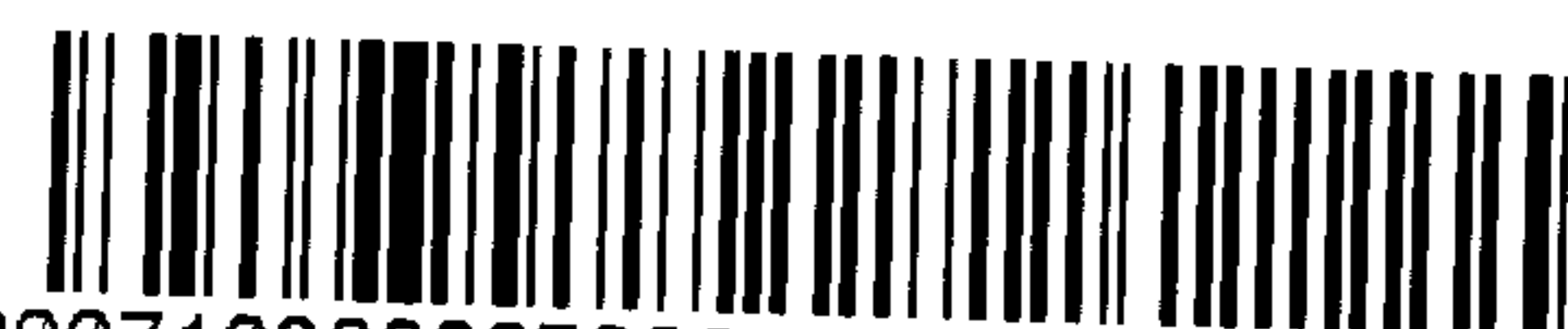
By:

As:

(SEAL)

(SEAL)

(SEAL)



20071030000500640 1/3 \$17.50
Shelby Cnty Judge of Probate, AL
10/30/2007 10:33:17AM FILED/CERT

4400461

IN WITNESS WHEREOF, the said Grantor, has caused this instrument to be executed by _____,
its authorized representative, as of the _____ day of _____, 20____.

ATTEST (if corporation) or WITNESS:

By: _____
Its: _____

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

INDIVIDUAL NOTARIES

STATE OF ALABAMA }
COUNTY OF Shelby }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that James T. Childers
_____ whose name(s) is/~~are~~ signed to the foregoing instrument and who is/~~are~~ known to me, ^{sworn to} ~~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 3 day of July, 2007.

[SEAL]

Shelia McElroy
Notary Public
My commission expires: 3-4-08

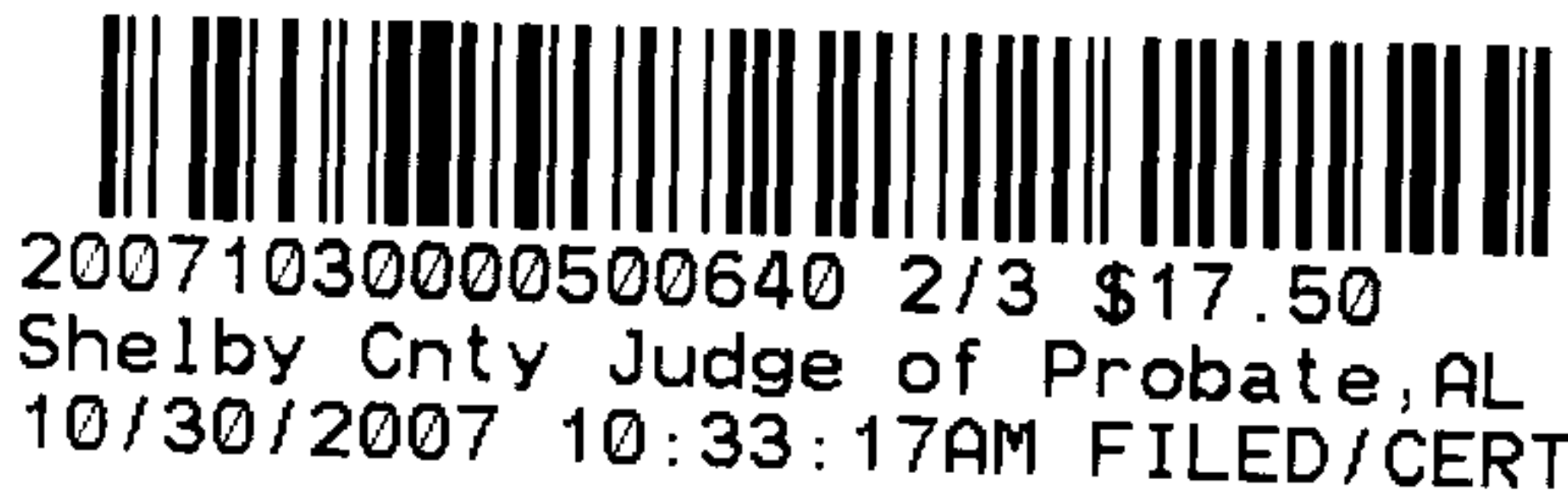
STATE OF ALABAMA }
COUNTY OF _____ }

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 _____ }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that _____
_____, whose name as _____ of _____
_____ a _____ [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 _____ 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 seal, this the _____ day of _____, _____.

[SEAL] Shelby County, AL 10/30/2007
State of Alabama
Deed Tax: \$.50

Notary Public
My commission expires: _____

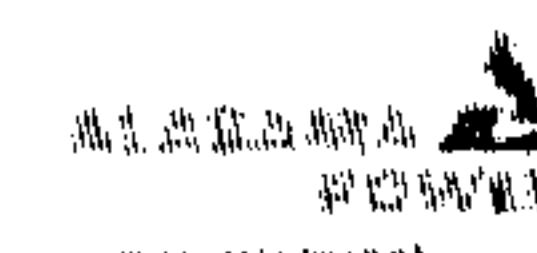
For Alabama Power Company Corporate Real Estate Department Use Only

All facilities on Grantor: ☒ Station to Station: _____

SKETCH OF PROPOSED WORK
SIMPLIFIED W.E.

Map Center UTM
1826392 12123388

Map Center LatLon
-86.390468 33.394748

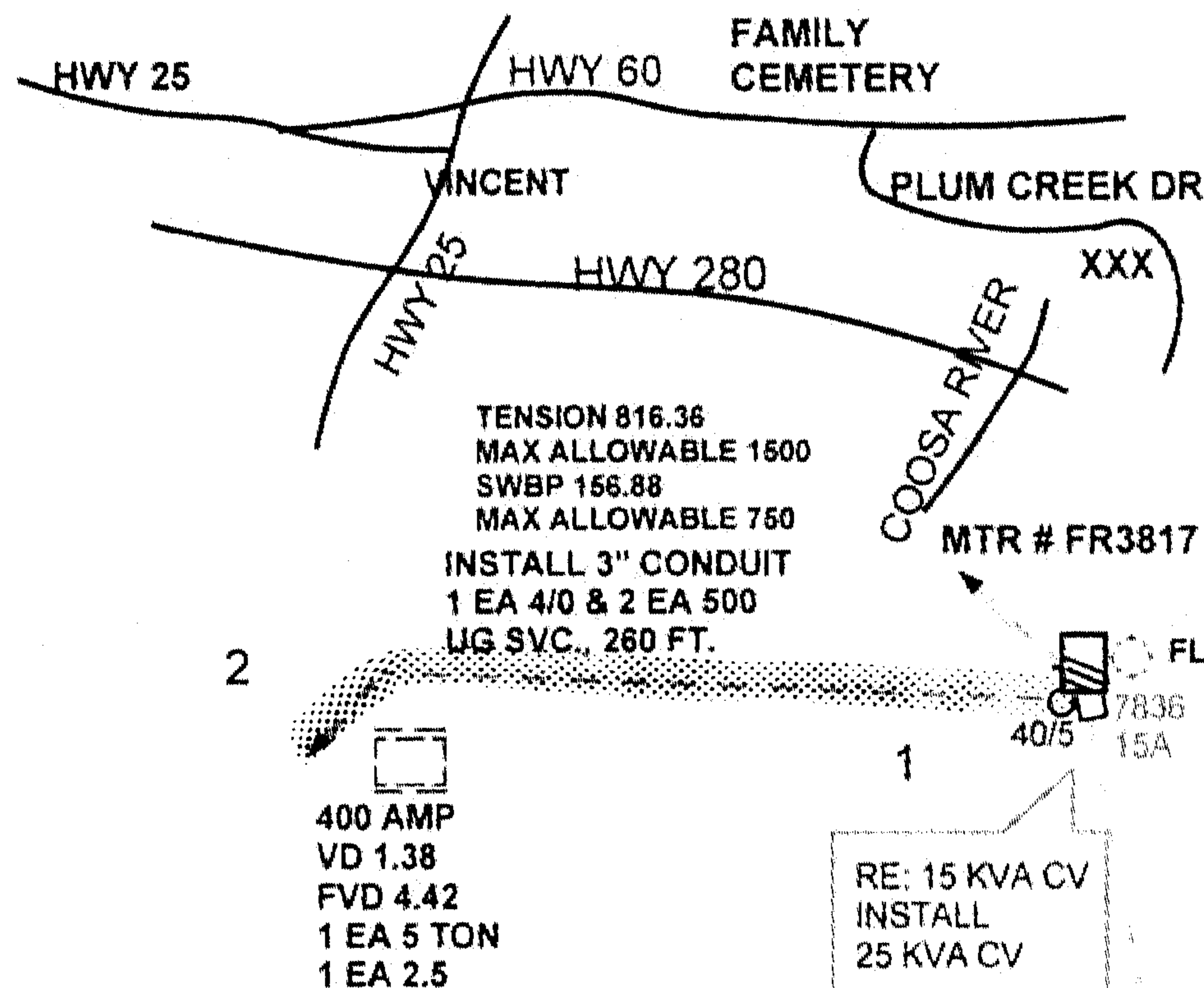


70196537

Customer CUSTOM DESIGN HOMES		Location 188 PLUM CREEK DR		Cmtd. Svc Date 06/22/07	Callback Date	Charge No. 6 62720 00 01557
Division PD/ANNISTON	District OAK GROVE	Town/City VINCENT		UserID sahester		Created 6/8/2007
County SHELBY	Section 12	Township 19S	Range 02E	X- 21228 Y- R2442		Patch Request Required YES _____ NO _____
Acquisition Agent	Date R/W Assigned 06/08/07	Date R/W Cleared		Substation VINCENT D.S. 21228	Phasing Road _____ A _____ Middle _____ B _____ Field _____ C _____	

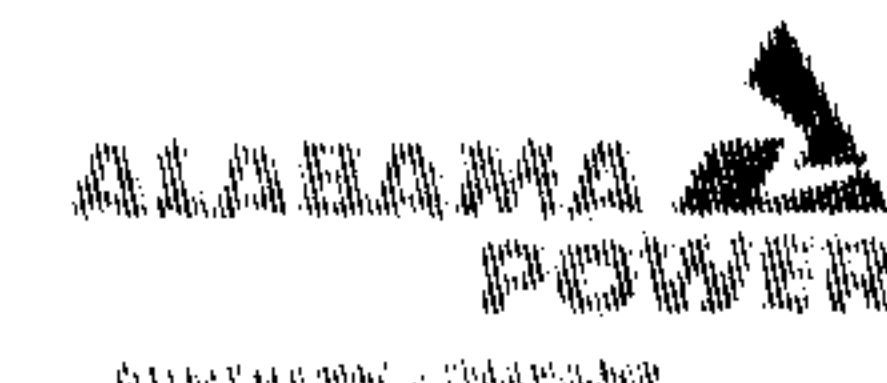
TODD CHILDERS
205 369 5053
I MAILED HIM A PERMIT

Missall No. _____
Date Good _____
Thru Date _____



E40
15A LIAI 5001 JALSP

Voltage	
Pri.	Sec.
Phone Co.	
Co. Name	
Transfer Notice Req'd	
CATV Co.	
Co. Name	
Transfer Notice Req'd	
Accessible	
Tree Crew	
Permits Req'd	
R/W	
City	
County	
State	
Xmission	
Run Service	
YES	
NO	



	Install	Remove
Poles		
Xfmrs		
Lights		
Cutouts		
L/A		
Wire		
Service		

20071030000500640 3/3 \$17.50
Shelby Cnty Judge of Probate, AL
10/30/2007 10:33:17AM FILED/CERT

Tracking No. 6	Mtr. #: _____	Reading: _____
Const. Completed By: _____	Date: _____	1 inch equals 100 feet
CATV Transfer: _____ Poles	Date: _____	Charge: \$ _____