

EASEMENT - DISTRIBUTION FACILITIES  
(Metes and Bounds)

TO BE RECORDED: YES ☒ NO ☐

This instrument prepared by:

STATE OF ALABAMA }  
COUNTY OF Shelby }  
TAX ID # \_\_\_\_\_

W.E. No. 61700-51-0003-700  
Parcel No. 7021 7217  
Transformer No. \_\_\_\_\_

Larry D. Brant  
Alabama Power Company  
P. O. Box 2641  
Birmingham, Alabama 35291

A. GRANT KNOW ALL MEN BY THESE PRESENTS, That Virginia W. Harris, a widow  
Grantor, Contract For Sale

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 in the SE1/4 of Section 14, Township 22 South,  
Range 2 West as is recorded in Real Book 295 at Page 932 in the  
office of the Judge of Probate 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 the 24th day of May, 2007.

Ethel McElroy  
Witness

Virginia W. Harris (SEAL)  
(Grantor)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Grantor)

\_\_\_\_\_  
Witness

By: \_\_\_\_\_ (SEAL)  
As:

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 \_\_\_\_\_ }

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 \_\_\_\_\_ }

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].

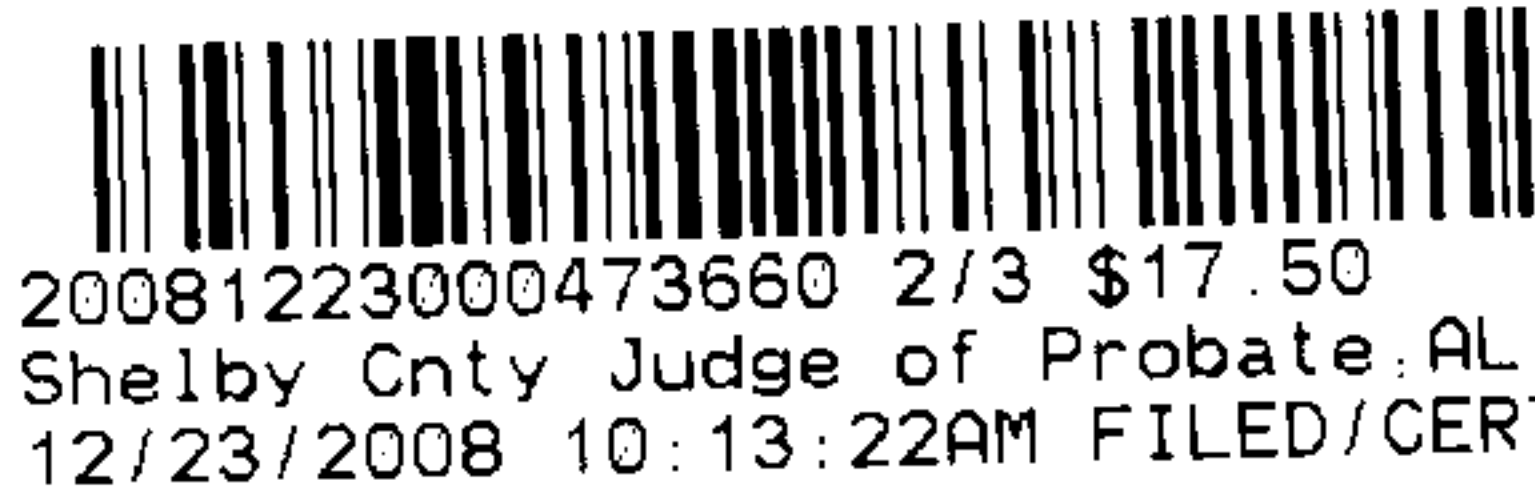
Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

[SEAL] Notary Public  
My commission expires: \_\_\_\_\_

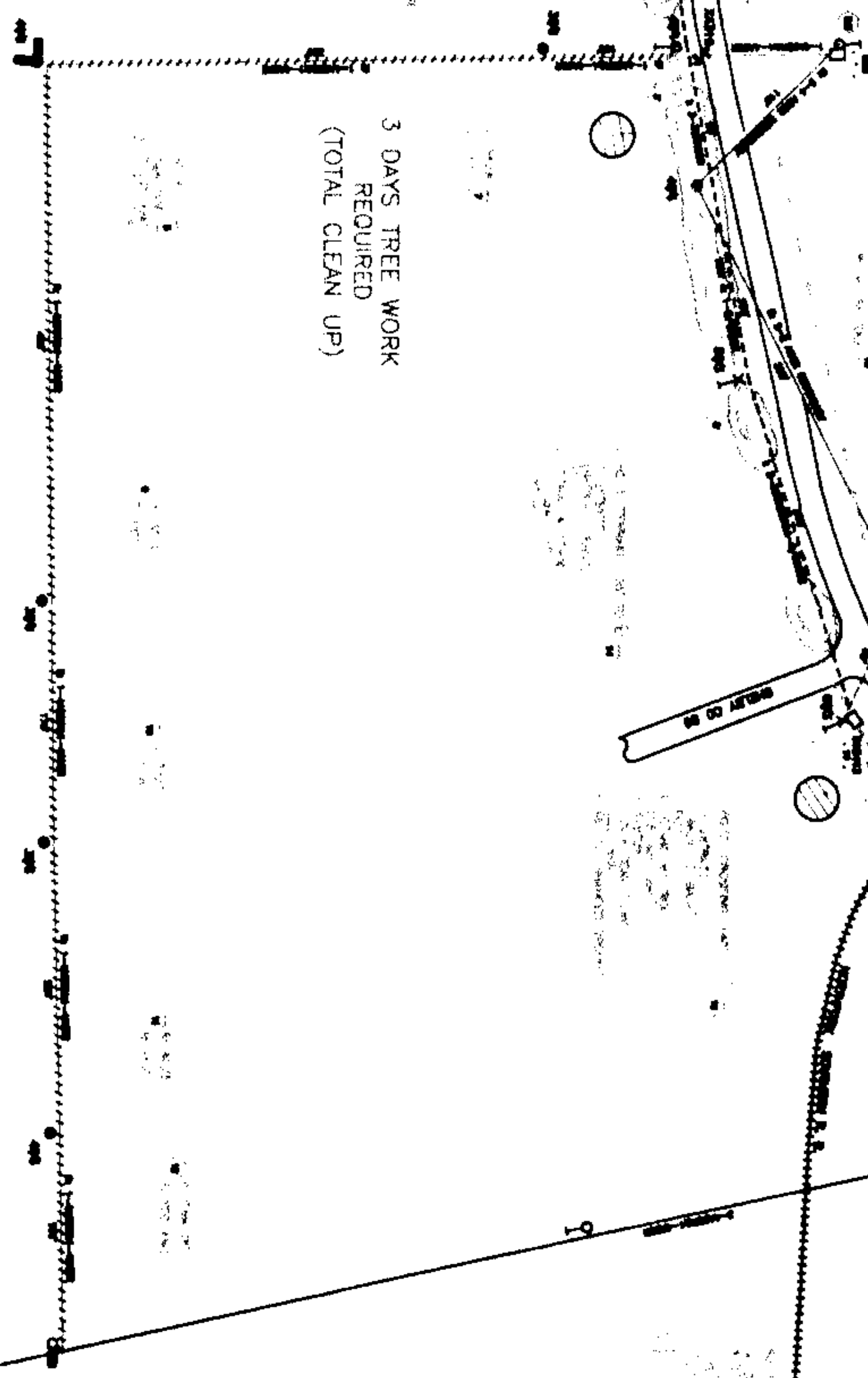
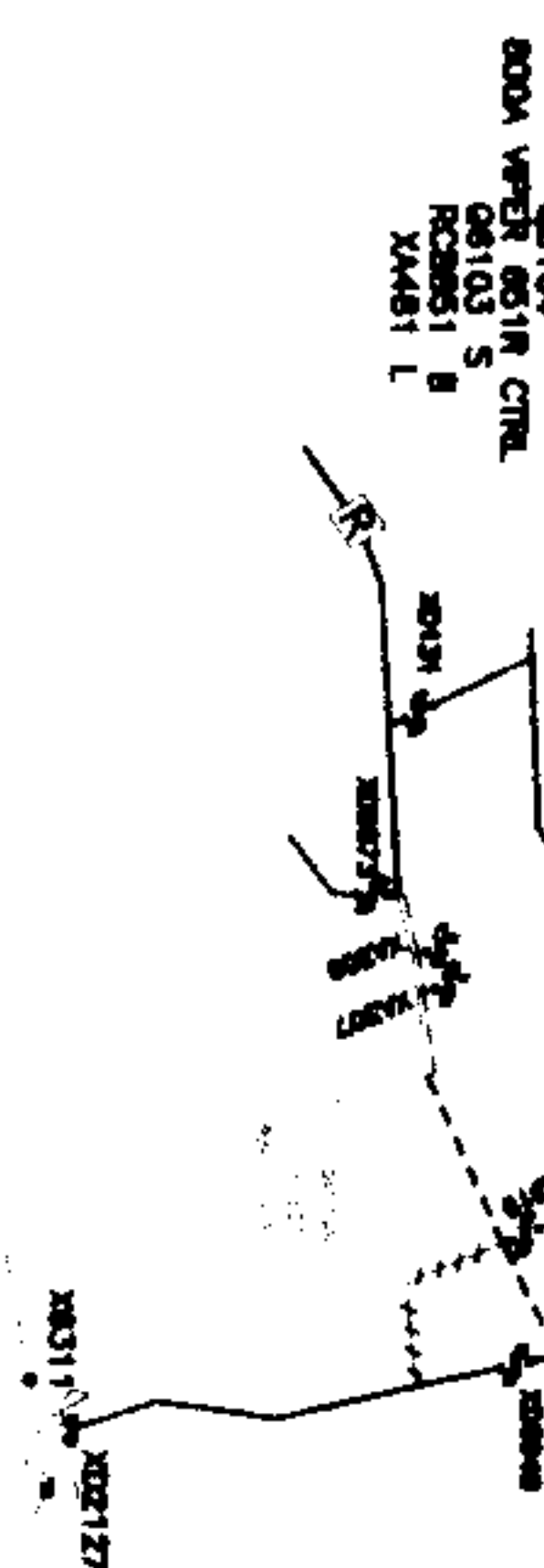
For Alabama Power Company Corporate Real Estate Department Use Only

All facilities on Grantor: \_\_\_\_\_ Station to Station: \_\_\_\_\_  
Shelby County, AL 12/23/2008 State of Alabama \_\_\_\_\_

Deed Tax: \$.50



70217214  
70217215  
70217216  
70217217  
70217218  
70217219



3 DAYS TREE WORK  
REQUIRED  
(TOTAL CLEAN UP)

CONSTRUCTION COMPLETE

DATE:

ANY CONSTRUCTION FIELD CHANGES  
ARE SHOWN IN RED ON THIS PRINT

PROJECT NO.	70217214
DATE	12/23/2008
PROJECT NAME	ALABAMA POWER COMPANY
PROJECT LOCATION	ALABAMA POWER COMPANY
PROJECT DESCRIPTION	ALABAMA POWER COMPANY
PROJECT STATUS	ALABAMA POWER COMPANY
PROJECT OWNER	ALABAMA POWER COMPANY
PROJECT CONTACT	ALABAMA POWER COMPANY
PROJECT PHONE	ALABAMA POWER COMPANY
PROJECT FAX	ALABAMA POWER COMPANY
PROJECT EMAIL	ALABAMA POWER COMPANY
PROJECT WEBSITE	ALABAMA POWER COMPANY
PROJECT ADDRESS	ALABAMA POWER COMPANY
PROJECT CITY	ALABAMA POWER COMPANY
PROJECT STATE	ALABAMA POWER COMPANY
PROJECT ZIP	ALABAMA POWER COMPANY
PROJECT COUNTY	ALABAMA POWER COMPANY
PROJECT DISTRICT	ALABAMA POWER COMPANY
PROJECT CONGRESS	ALABAMA POWER COMPANY
PROJECT SENATE	ALABAMA POWER COMPANY
PROJECT REPRESENTATIVE	ALABAMA POWER COMPANY
PROJECT COMMITTEE	ALABAMA POWER COMPANY
PROJECT SUBCOMMITTEE	ALABAMA POWER COMPANY
PROJECT WORKING GROUP	ALABAMA POWER COMPANY
PROJECT TASK FORCE	ALABAMA POWER COMPANY
PROJECT ADVISORY BOARD	ALABAMA POWER COMPANY
PROJECT CONSULTING GROUP	ALABAMA POWER COMPANY
PROJECT PROFESSIONAL FIRM	ALABAMA POWER COMPANY
PROJECT ARCHITECT	ALABAMA POWER COMPANY
PROJECT ENGINEER	ALABAMA POWER COMPANY
PROJECT LANDSCAPE ARCHITECT	ALABAMA POWER COMPANY
PROJECT CIVIL ENGINEER	ALABAMA POWER COMPANY
PROJECT ELECTRICAL ENGINEER	ALABAMA POWER COMPANY
PROJECT MECHANICAL ENGINEER	ALABAMA POWER COMPANY
PROJECT PLUMBING ENGINEER	ALABAMA POWER COMPANY
PROJECT FIRE ENGINEER	ALABAMA POWER COMPANY
PROJECT SANITARY ENGINEER	ALABAMA POWER COMPANY
PROJECT CHEMICAL ENGINEER	ALABAMA POWER COMPANY
PROJECT METALLURGICAL ENGINEER	ALABAMA POWER COMPANY
PROJECT INDUSTRIAL ENGINEER	ALABAMA POWER COMPANY
PROJECT AEROSPACE ENGINEER	ALABAMA POWER COMPANY
PROJECT NUCLEAR ENGINEER	ALABAMA POWER COMPANY
PROJECT AGRICULTURAL ENGINEER	ALABAMA POWER COMPANY
PROJECT MARINE ENGINEER	ALABAMA POWER COMPANY
PROJECT AERONAUTICAL ENGINEER	ALABAMA POWER COMPANY
PROJECT AUTOMOTIVE ENGINEER	ALABAMA POWER COMPANY
PROJECT CONSTRUCTION ENGINEER	ALABAMA POWER COMPANY
PROJECT ENVIRONMENTAL ENGINEER	ALABAMA POWER COMPANY
PROJECT FOOD ENGINEER	ALABAMA POWER COMPANY
PROJECT FIBER ENGINEER	ALABAMA POWER COMPANY
PROJECT GLASS ENGINEER	ALABAMA POWER COMPANY
PROJECT LEATHER ENGINEER	ALABAMA POWER COMPANY
PROJECT METAL ENGINEER	ALABAMA POWER COMPANY
PROJECT PETROLEUM ENGINEER	ALABAMA POWER COMPANY
PROJECT POLYMER ENGINEER	ALABAMA POWER COMPANY
PROJECT RUBBER ENGINEER	ALABAMA POWER COMPANY
PROJECT TEXTILE ENGINEER	ALABAMA POWER COMPANY
PROJECT WOOD ENGINEER	ALABAMA POWER COMPANY
PROJECT YACHT ENGINEER	ALABAMA POWER COMPANY



20081223000473660 3/3 \$17.50  
Shelby Cnty Judge of Probate, AL  
12/23/2008 10:13:22AM FILED/CERT