

Source of Title:

Deed Book RB 342, Page 510

\$500.00

Shelby County, AL 09/02/2010

State of Alabama

Deed Tax : \$.50

EASEMENT - DISTRIBUTION FACILITIES

STATE OF ALABAMA

COUNTY OF Shelby

W.E. No. A6170-G0-A910

APCO Parcel No. 70233154

Transformer No. 3927

This instrument prepared by: Larry D. Grouitt

Alabama Power Company
P. O. Box 2641
Birmingham, Alabama 35291

20100902000284220 1/4 \$21.50
Shelby Cnty Judge of Probate, AL
09/02/2010 01:39:20 PM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS, That Randy Oswald, a single man

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

Overhead and/or Underground. The right from time to time to construct, install, operate and maintain, upon, over, under and across the Property described below, all poles, towers, wires, conduits, fiber optics, cables, communication lines, 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 communications, along a route selected by the Company, as generally shown on the Company's drawing attached hereto and made a part hereof, but which is to be determined by the actual location(s) in which the Company's facilities are installed. The width of the Company's easement will depend on whether the Facilities are underground or overhead: for underground, the easement will extend five (5) feet on each side of said Facilities as and where installed; for overhead Facilities, the easement will extend fifteen (15) feet on each side of the centerline of said Facilities as and where installed. The Company is granted the right to clear, and keep clear, all trees, undergrowth and other obstructions on a strip of land extending five (5) feet from each side of said underground Facilities, and to clear, and keep clear, all trees, undergrowth and other obstructions on a strip of land extending fifteen (15) feet from each side of the centerline of said overhead Facilities and the right in the future to install intermediate poles and facilities on said strip. Further, with respect to overhead Facilities, the Company is also granted the right to trim and cut, and keep trimmed and cut, all dead, weak, leaning or dangerous trees or limbs outside of the thirty (30) foot strip that, in the sole opinion of the Company, may now or hereafter endanger, interfere with, or fall upon any of said overhead 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 said 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, as applicable.

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 SW 1/4 of the NE 1/4 of Section 25, Township 21 South, Range 3 West as is recorded in Real Book 342 at Page 510 in the office of the Judge of Probate of Shelby County, Alabama.
Note: Randy Oswald is not the responsible party for the light as of 8/12/10

In the event it becomes necessary or desirable for the Company from time to time 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 said 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 ~~has~~ ~~have~~ set his ~~her~~ ~~their~~ hand ~~and~~ and seal ~~on~~ this the 12th day of August, 20 10.

Witness

Randy Oswald (SEAL)
(Grantor)

Witness

(SEAL)
(Grantor)

Witness

By: _____ (SEAL)

As: _____

For Alabama Power Company Corporate Real Estate Department Use Only

All facilities on Grantor: X

Station to Station: _____

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

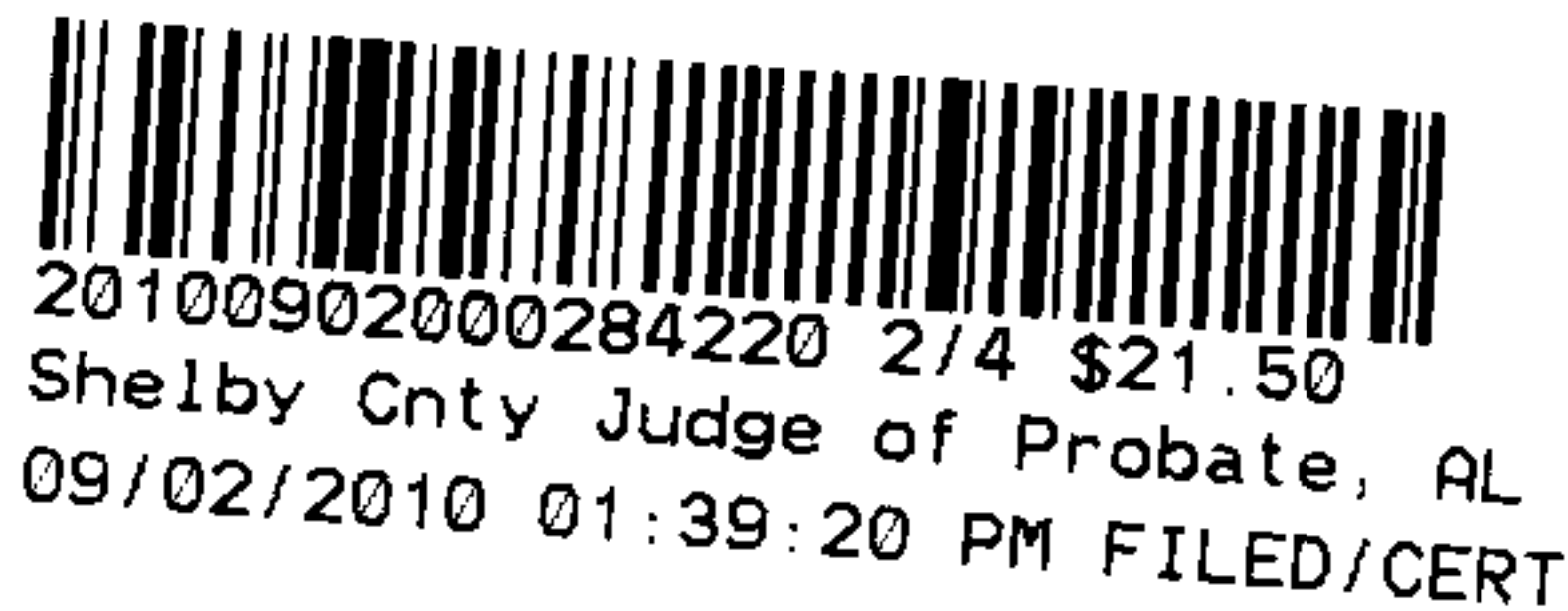
ATTEST (if required) or WITNESS:

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

INDIVIDUAL NOTARIES

STATE OF ALABAMA }
COUNTY OF Shelby }
I, Larry D. Gravitt, a Notary Public, in and for said County in said State, hereby certify that Randy
Oswalt; a single man whose name(s) [as owner] 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 [in such capacity as aforesaid] executed the same voluntarily.
Given under my hand and official seal this the 12th day of August, 2010.
[SEAL] Larry D. Gravitt
Notary Public
My commission expires: 2-5-14

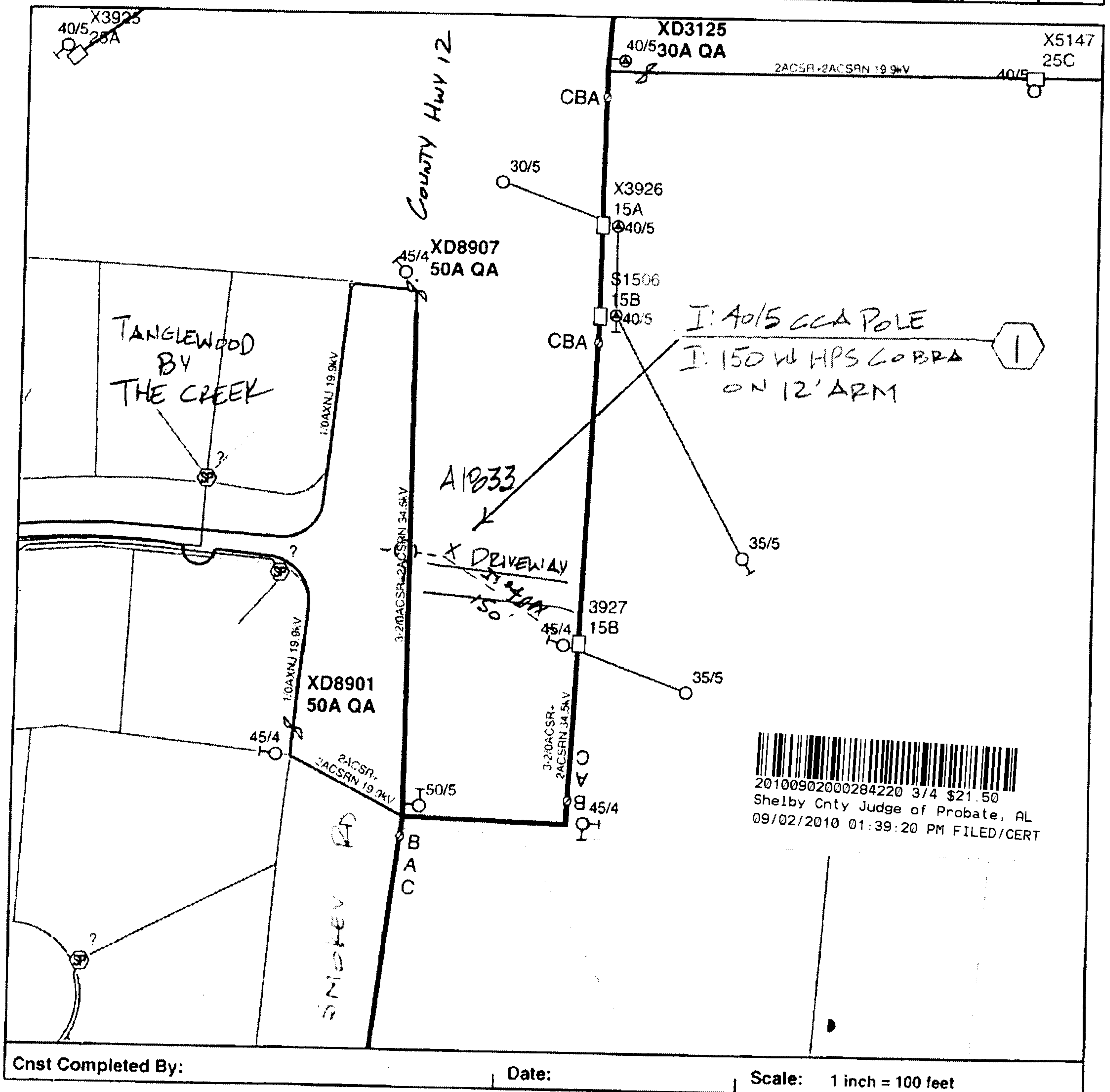
STATE OF ALABAMA }
COUNTY OF _____ }
I, _____, a Notary Public, in and for said County in said State, hereby certify that _____
_____ whose name(s) [as _____] is/~~are~~
signed to the foregoing instrument and who is/~~are~~ known to me, acknowledged before me on this day that being informed of the contents of the instrument,
he/~~she~~/they [in such capacity as aforesaid] executed the same voluntarily.
Given under my hand and official seal this the _____ day of _____, 20____.
[SEAL] _____
Notary Public
My commission expires: _____



CORPORATION/PARTNERSHIP/LLC NOTARY

STATE OF ALABAMA }
COUNTY OF _____ }
I, _____, a Notary Public in and for said County in said State, hereby certify that _____
_____, whose name as _____ of
_____, a _____, [acting in its capacity as
_____ of _____, a _____
_____] 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 _____, 20____.
[SEAL] _____
Notary Public
My commission expires: _____

BRADDOCK
POWER

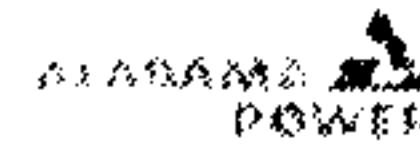


Parcel # 70233154

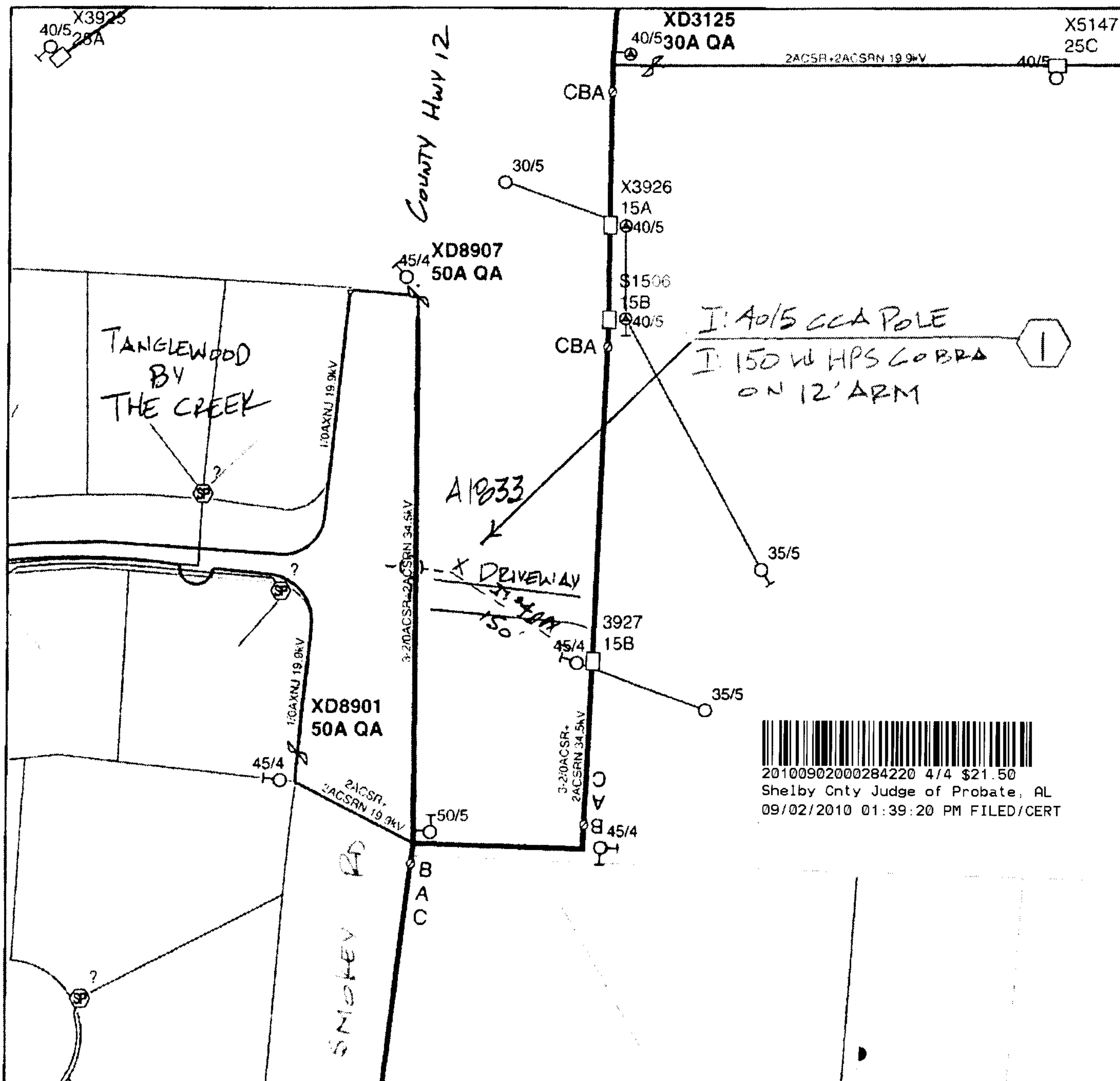
SKETCH OF PROPOSED WORK
SIMPLIFIED W.E.

Map Center UTM
1700063 12044515

Map Center LatLon
33.179248 -86.80499



Customer CITY OF ALABASTER		Location TANGLEWOOD BY THE CREEK			Agreed Serv. Date 12-31-2010		Estimate No. AL170-60A910					
Region BHAM/SOUTH		Oper. Cntr. CALEPA		Town/City ALABASTER		UserID ermbrash		Created: 7/6/2010				
County Shelby		Section 25	Township 21S	Range 03W	Add'l Info							
Acquisition Agent		Date R/W Assigned		Date R/W Cleared		Spatial Reference		LOC	Transformer Loading			
Voltage	Phone Co	CATV Co	Accessible	Tree Crew	Rock Hole	Permits	R/W	City	County	State	Miss All	Other



Inst Completed By:

Date:

Scale: 1 inch = 100 feet