

\$ 500.00

Source of Title:

Deed Book _____, Page _____

Deed Record 20100426000124820

EASEMENT – DISTRIBUTION FACILITIES

STATE OF ALABAMA }

COUNTY OF Shelby }

W.E. No. A6170-00-AR11

APCO Parcel No. 1023882F

Transformer No. 5-11278

This instrument prepared by: Larry D. Gravitt



20110419000120110 1/2 \$15.50
Shelby Cnty Judge of Probate, AL
04/19/2011 01:28:21 PM FILED/CERT

Shelby County, AL 04/19/2011
State of Alabama
Deed Tax: \$.50

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

KNOW ALL MEN BY THESE PRESENTS, That Antonio Fossell and wife, Alesia Fossell

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 SE 1/4 of the NE 1/4 of Section 19, Township 22 South, Range 3 West Shelby County, Alabama. Recorded in Deed Record 20100426000124820 in the office of the Judge of Probate of Shelby County, Alabama.

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(s) ~~has~~/have set ~~his~~/her/their hand(s) and seal(s) this the 28th day of March, 2011.

Witness _____

(Grantor)

Witness _____

(Grantor)

Witness _____

By: _____ (SEAL)

As: _____

For Alabama Power Company Corporate Real Estate Department Use Only

All facilities on Grantor: _____

Station to Station: Sta # 111 to Sta # 2+75

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

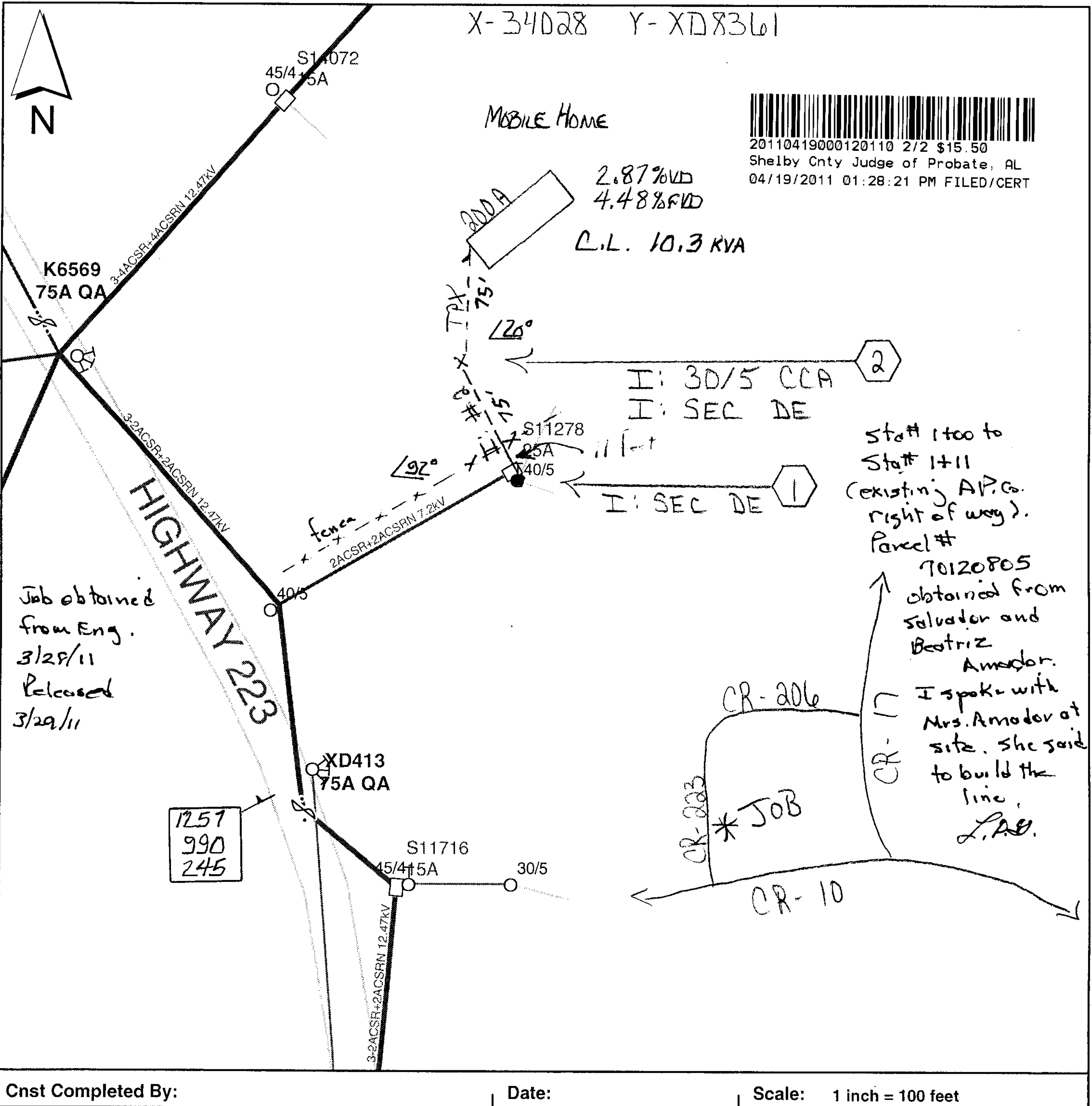
Map Center UTM
1675840.8666942112019388.3530657

Parcel # 70238828

Map Center LatLon
33.110264 -86.884272



Customer RANDY KUCH		Location 178 HWY 223			Agreed Serv. Date 4-30-11		Estimate No. AL6170-DDAR11					
Region METRO-SOUTH		Oper. Cntr. CALERA		Town/City MONTEVALLO		UserID B. PHILLIPS		Created: 3/24/2011				
County Shelby	Section 19	Township 22S	Range 03W	Add'l Info								
Acquisition Agent GRAVITT		Date R/W Assigned		Date R/W Cleared		Spatial Reference		LOC	Transformer Loading			
Voltage 7.2 KV	Phone Co N	CATV Co N	Accessible Y	Tree Crew N	Rock Hole N	Permits	R/W Y	City N	County N	State N	Miss All Y	Other N



Cnst Completed By:

Date:

Scale: 1 inch = 100 feet