

Source of Title:

Deed Book _____, Page _____

Deed Record 20070529000247950

\$500.00

EASEMENT – DISTRIBUTION FACILITIES

STATE OF ALABAMA }

COUNTY OF Shelby }

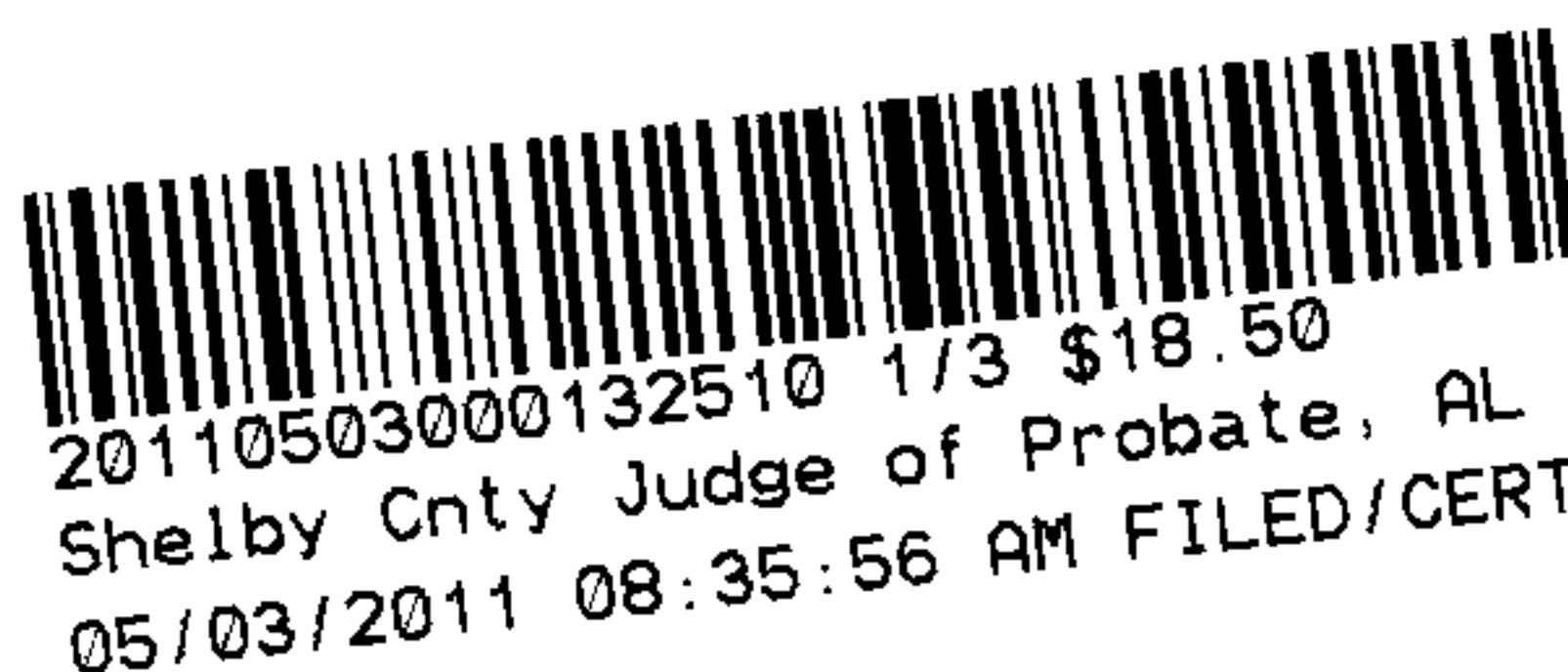
W.E. No. A6170-00-AA11

APCO Parcel No. 70237328

Transformer No. S-17805

This instrument prepared by: Larry D. Grovi II

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



KNOW ALL MEN BY THESE PRESENTS, That Howard Garrett, a single man and sole owner

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 East 1/2 of the NW 1/4 and the SW 1/4 of the NW 1/4 of Section 10, Township 24 North, Range 14 East as is recorded in Deed Record 20070529000247950 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 ☒ has/have set his/her/their hand(s) and seal(s) this the 12th day of April, 2011.

Witness

(Grantor)

(SEAL)

Witness

(Grantor)

(SEAL)

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:

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, Larry D. Grovitt, a Notary Public, in and for said County in said State, hereby certify that Howard
Gorrett, a single man and sole owner whose name(s) [as sole 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 April, 2011.

[SEAL]

Larry D. Grovitt
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

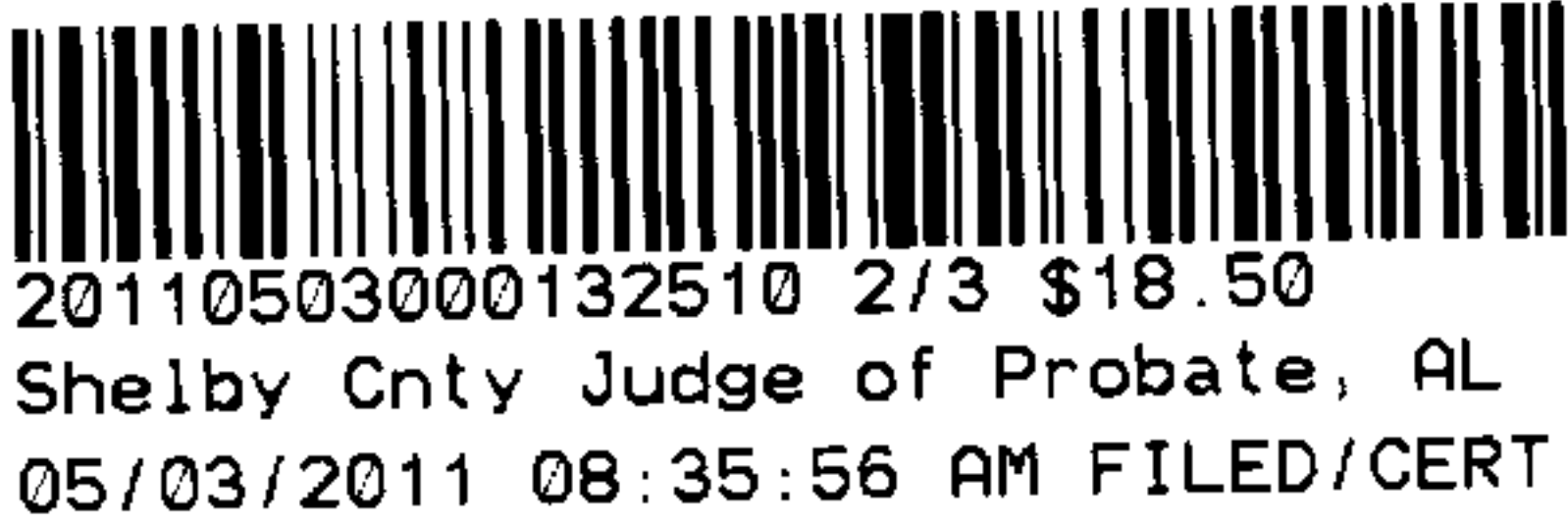
STATE OF ALABAMA }
COUNTY OF _____ }

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: _____



Parcel # 7023732P

SKETCH OF PROPOSED WORK
SIMPLIFIED W.E.Map Center UTM
1743793 12008699Map Center LatLon
33.080471 -86.662392

Customer Howard Garrett			Location 474 Hiawatha Rd			Agreed Serv. Date		Estimate No. A6170-00AA11				
Region PD BIRMINGHAM			Oper. Cntr. METRO SOUTH		Town/City CALERA		UserID dpnoah		Created: 2/23/2011			
County Shelby		Section 10	Township 24N	Range 14E	Add'l Info							
Acquisition Agent			Date R/W Assigned		Date R/W Cleared		Spatial Reference		LOC		Transformer Loading	
Voltage 120/240v	Phone Co N	CATV Co N	Accessible YES	Tree Crew N	Rock Hole N	Permits	R/W YES	City N	County N	State N	Miss All YES	Other N

