

\$600.00

EASEMENT - UNDERGROUND

Source of Title:

STATE OF ALABAMA

Deed Book \_\_\_\_\_, Page \_\_\_\_\_

COUNTY OF SHELBY

W.E. No. A617014X11

APC Parcel No. 70240024

Transformer No. X5319

This instrument prepared by: BILL CHILDRESS

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

20110613000173890 1/3 \$18.50  
Shelby Cnty Judge of Probate, AL  
06/13/2011 02:19:15 PM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS, That Joseph A. Larussa and wife Sue J. Larussa

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, does hereby grant to Alabama Power Company, its successors and assigns (the "Company"), the easements, rights and privileges described below.

The right from time to time to construct, install, operate and maintain upon, under and across the Property described below, all wires, cables, trans closures, transformers, conduits, fiber optics, communication lines and other facilities useful or necessary in connection therewith (collectively, the "Facilities"), for the underground transmission and distribution of electric power and communications, along a route selected by the Company which is generally shown on the Company's drawing attached hereto and made a part hereof and which is to be determined by the locations in which the Company's Facilities are installed, such drawing showing the general location of underground facilities in an area ten feet (10') in width and also the right to clear and keep clear a strip of land extending five feet (5') from each side of said 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 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, adjacent to, and above said Facilities.

The easements, rights and privileges granted hereby shall apply to, and the word "Property" as used in this instrument shall mean, the following real property situated in SHELBY County, Alabama (the "Property"):

A parcel of land in the NE1/4 of the NE1/4 of Section 35, Township 20 South, Range 3 West, known as Lot 3,4,5,6, Blk 2, of Cedar Grove Estates Subdivision, as recorded in Map Book 3, Page 53, in the office of the Judge of Probate, 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 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 said 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 20 day of May 2011.

Dorothy J. Ward  
Witness

Dorothy J. Ward  
Witness

Witness

Joseph A. Larussa (SEAL)  
(Grantor)

Sue J. Larussa (SEAL)  
(Grantor)

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

As: \_\_\_\_\_

**For Alabama Power Company Corporate Real Estate Department Use Only**

All facilities on Grantor: X

Station to Station: \_\_\_\_\_



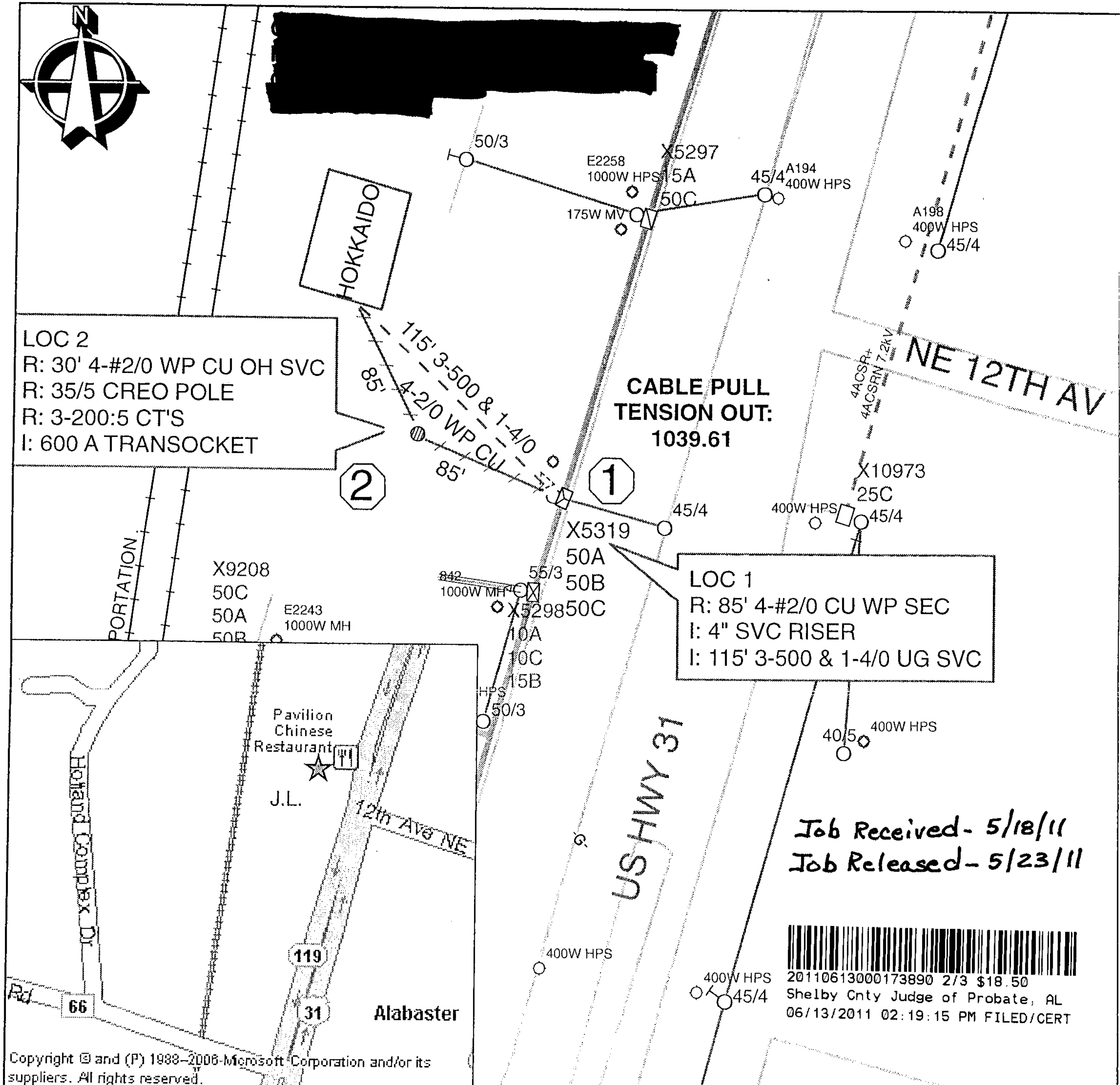
# SKETCH OF PROPOSED WORK SIMPLIFIED W.E.

Map Center UTM  
1697346 12072863

Parcel- 70240024  
Map Center LatLon  
33.257197 -86.813707



Customer HOKKAIDO JAPANESE RESTAURANT			Location 1205 1ST ST N			Agreed Serv. Date 5/20/2011			Estimate No. A617014X11			
Region BIRMINGHAM			Oper. Cntr. METRO SOUTH		Town/City ALABASTER		UserID chrisjoh		Created: 5/9/2011			
County Shelby		Section 35	Township 20S	Range 03W	Add'l Info CHRIS JOHNSON LINC: 14445							
Acquisition Agent BILL CHILDRESS			Date R/W Assigned		Date R/W Cleared		Spatial Reference		LOC 2		Transformer Loading EXISTING	
Voltage 12.47	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



Copyright © and (P) 1988-2008 Microsoft Corporation and/or its suppliers. All rights reserved.

Cnst Completed By:

Date:

Scale: 1 inch = 91 feet



This instrument was prepared by

(Name) David Jones

(Address) 903 Sautter Road, Birmingham, Alabama 35209

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR - AMERICAN TITLE INS. CO., Birmingham, Alabama

STATE OF ALABAMA

Shelby COUNTY

KNOW ALL MEN BY THESE PRESENTS, \$500.00

That in consideration of One Hundred Dollars and No/100 DOLLARS

to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we,

David Jones and wife, Mary Lou Jones

(herein referred to as grantors) do grant, bargain, sell and convey unto

Joseph A. LaRussa and wife, Sue J. LaRussa

(herein referred to as GRANTEES) for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate situated

in Shelby County, Alabama to-wit:

Lots 3, 4, 5 and 6, in Block 2, according to Map of Cedar Grove Estates as recorded in Map Book 3, Page 53, in the Probate Office of Shelby County, Alabama, excepting right of way of 4-lane Birmingham-Montgomery Highway.

Subject to easements, restrictions and rights-of-way of record.

Shelby County, AL 06/13/2011  
State of Alabama  
Deed Tax: \$ .50

BOOK 226 PAGE 706



20110613000173890 3/3 \$18.50  
Shelby Cnty Judge of Probate, AL  
06/13/2011 02:19:15 PM FILED/CERT

1. Doc. Tax \$ .50  
2. Mfg. Tax         
3. Recording Fee 2.50  
4. Indexing Fee 1.00  
TOTAL 4.00

TO HAVE AND TO HOLD to the said GRANTEES for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hand(s) and seal(s), this 25th day of January, 19 88

WITNESS:

STATE OF ALA. SHELBY  
I CERTIFY THIS  
INSTRUMENT WAS FILED

89 FEB 15 PM 12:38

STATE OF ALABAMA

Shelby COUNTY

JUDGE OF PROBATE

General Acknowledgment

I, undersigned, a Notary Public in and for said County, in said State, hereby certify that David Jones and wife, Mary Lou Jones whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 6th day of April, A. D., 19 88

Jon Ellen Nix  
Notary Public.  
My Commission Expires Nov. 15, 1988.