

Source of Title:

Deed Book _____, Page _____

\$ 500.00

Deed Record 20090707000259970

EASEMENT – DISTRIBUTION FACILITIES

STATE OF ALABAMA

COUNTY OF Bibb

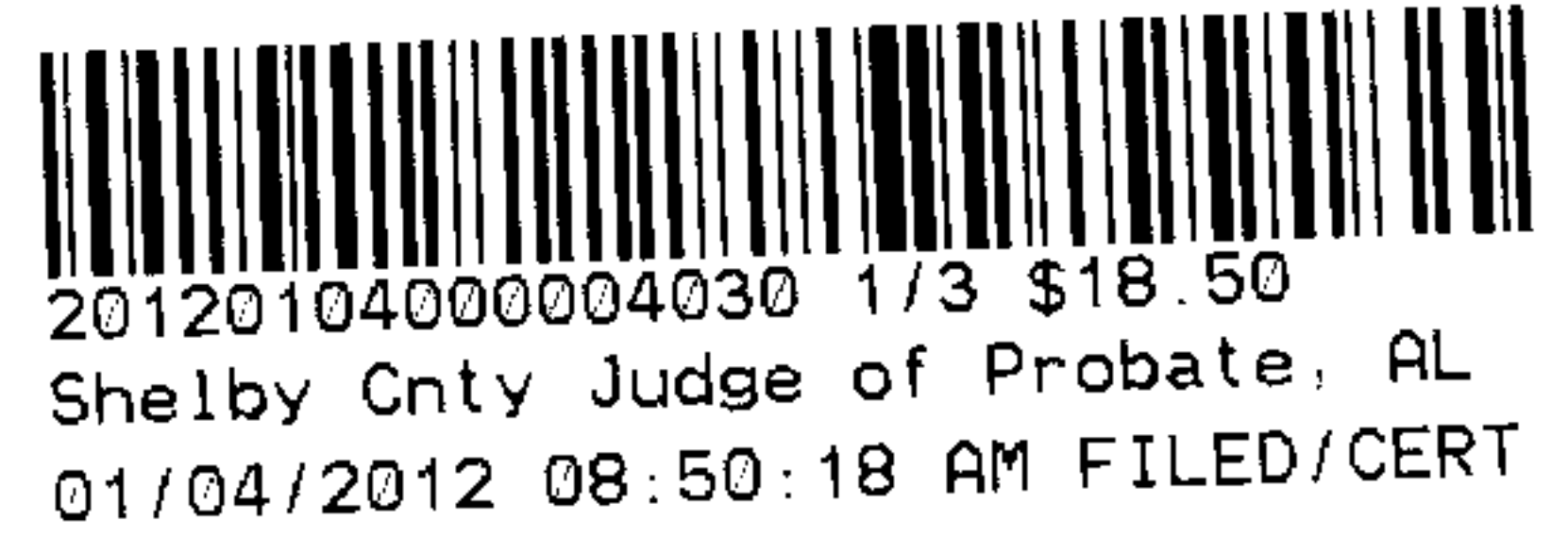
W.E. No. A6170-00-C511

APCO Parcel No. **70243112**

Transformer No. S2649

This instrument prepared by: Larry D. Gravitt

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



Shelby County, AL 01/04/2012
State of Alabama
Deed Tax: \$.50

KNOW ALL MEN BY THESE PRESENTS, That P. moe W. Dwe Cata Michael D. England
and wife, Deborah England

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 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 located in the NE ¼ of the NE ¼ of Section 23, Township 21 South, Range 1 East, more particularly described in that certain instrument recorded in deed record 20090707000259970, in the office of the Judge of Probate of said County.

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 21 day of December, 2011.

Witness Signature

Print Name

Witness Signature

Print Name

Michael D. England (SEAL)
(Grantor)

Deborah England (SEAL)
(Grantor)

All facilities on Grantor: ☒

Station to Station: _____

STATE OF ALABAMA

COUNTY OF Shelby

I, Larry D. Gravitt, a Notary Public, in and for said County in said State, hereby certify that Michael

D. England and wife Deborah W. England whose name(s) [as owners] ~~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 21st day of December, 2011.

[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: _____

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: _____



20120104000004030 2/3 \$18.50
Shelby Cnty Judge of Probate, AL
01/04/2012 08:50:18 AM FILED/CERT

SKETCH OF PROPOSED WORK - SIMPLIFIED W.E.

Map Center UTM: 1793660 12048338

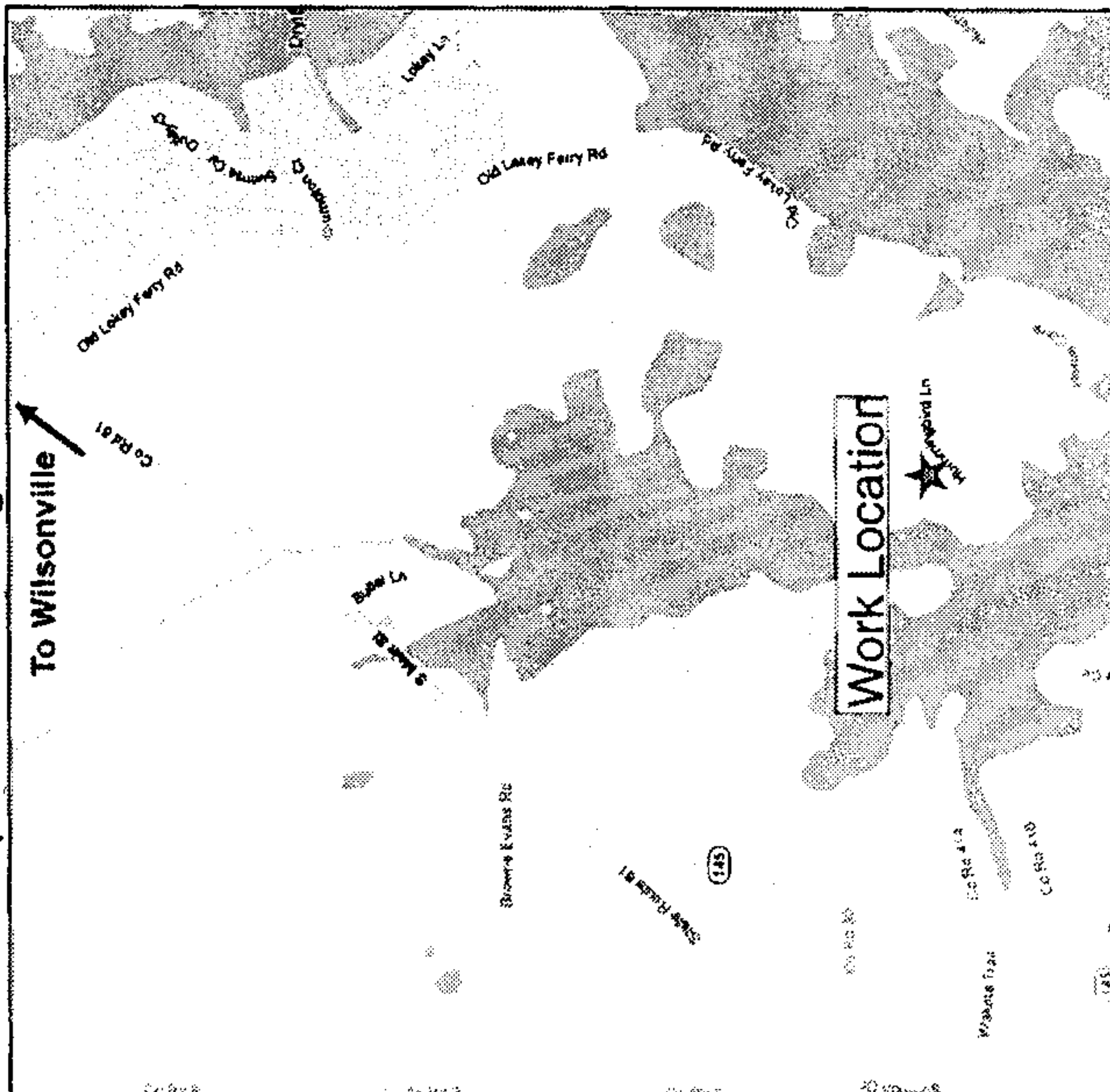
Map Center LatLon: 33.188902 -86.498923

1 inch = 71 feet

Customer Michael D. England	Location 540 Hummingbird Ln	Comtd. Svc Date Dec. 31, 2011	County Shelby	Section 37	Township 21S	Range 01E	Add'l Info. Install: Svc Riser & 296' #250 UTA	Estimate No. A6170-00-C511
Division Birmingham	District Metro-South	Town Wilsonville	UserID rtucker	Created: 12/13/2011	Substation Shelby DS	X- 10336	Y- XA1883	MISSALL#
Notes: 1) APCO's Contractor to trench 36" deep & install conductor. 2) APCO to bill customer per CSP, for underground service, 296ft. 3) Customer Contact: Michael England @ Cell: (205) 908-1795 Home: (205) 669-9606			ENERGIZED LINE WORK Sub: Shelby DS #3 OCB/OCR: Q6200 Switch#: XA1883 Fuse Size: 30A					
Transformer Loading Loc 1 21.9 KVA			ALABAMA POWER A SUBSTATION COMPANY X14361 25C 400W HPS					
Equipment Type: 100_QA Voltage: 12 KV			Permits RW CITY COUNTY STATE OTHER MISSALL					
Device No: XA1883 Feeder: SHELBY_DS_10336 Fault Current @ Upstream Device: XA1883 300A LLL: 0 LLG: 0 LL: 0 LG: 550 LGR: 212			Work Location 					

20120104000004030 3/3 \$18.50
 Shelby Cnty Judge of Probate, AL
 01/04/2012 08:50:18 AM FILED/CERT

Map Book REF: Pg 37, WW-36



Michael D. England
 Pro Load: 6.6kVA
 Pro VD: 2.55%
 Pro Flicker: 4.55%
 Cust. Main: 200A
 Metering: 200A, 1PH
 MTR Comm# 97-22001
 2500ft w/ Gas WH,
 Gas Stove, Gas Heat,
 & 3T AC

Location 1
 I: 4" UGD Svc Riser
 I: 296ft #250 UTA
 I: Upgrade to Enh Gnd, #6 CU

Location 2
 I: 200A 1Ø Meter

540 Hummingbird Ln

MTR# 2339087
 571 Hummingbird Ln

X14360 25C

516332 40/25C

4ACSR+4ACSRN 7.2KV

Hummingbird Ln

I: #250 UTA 296ft