

# 500.00

Source of Title:

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

Deed Record 20090715000273310

STATE OF ALABAMA

COUNTY OF SHELBY

W.E. No. A617005AP11  
APCO Parcel No 70242476  
Transformer No S17917

This instrument prepared by LARRY GRAVITT

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

KNOW ALL MEN BY THESE PRESENTS, That GEORGIA CROWN DISTRIBUTING CO. d/b/a ALABAMA CROWN DISTRIBUTING CO., INC. 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.

#### Underground

The right from time to time to construct, install, operate and maintain over and under the Property described below, all wires, conduits, fiber optics, cables, communication lines, trans closures, transformers, and other facilities useful or necessary in connection therewith (collectively, "Facilities"), for the 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 extend five (5) feet on each side 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.

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 SW¼ of Section 18, Township 21 South, Range 2 West, more particularly described in Deed Record 20090715000273310, as recorded in the office of the Judge of Probate, Shelby County, Alabama.

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.

Shelby County, AL 03/13/2012  
State of Alabama  
Deed Tax: \$.50

20120313000086850 1/4 \$21.50  
Shelby Cnty Judge of Probate, AL  
03/13/2012 11:13:16 AM FILED/CERT

This grant of easement shall be subject to the following (and by acceptance of this instrument, the Company shall agree as follows):

1. Grantor reserves the right to install in the easement area landscaping, concrete equipment pads, sidewalks and walkways, driveways and roadways. The Company shall exercise its right to clear all trees, undergrowth and obstructions in a manner so as to not unreasonably damage any landscaping placed in the easement area by Grantor.
2. The Company shall install the Facilities and make any future modifications or repairs thereto in a manner so as to not damage in any material and substantial manner any improvements and landscaping located in the easement area. After the installation of the Facilities and after any subsequent modifications or repairs to the Facilities, the Company shall repair any damage to such improvements and landscaping and restore the surface of the easement area to the condition that existed prior to such installation, modification and repair activities.
3. The Company shall exercise its right of any ingress or egress to the Facilities in such a manner so as not to unreasonably damage the Property.

TO HAVE AND TO HOLD the same to the Company, its successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantor, has caused this instrument to be executed by JULIAN K. VANN, its authorized representative, as of the 9 day of FEBRUARY, 2012

ATTEST (if required) or WITNESS

GEORGIA CROWN DISTRIBUTING CO. d/b/a ALABAMA  
CROWN DISTRIBUTING CO., INC.

By: *April Hunter*  
Its: \_\_\_\_\_

(Grantor – Name of Corporation/Partnership/LLC)

By: *Julian K. Vann* (SEAL)

Its: VICE PRES. OPERATIONS  
(Indicate President, General Partner, Member, etc.)



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All facilities on Grantor:

Station to Station:

CORPORATION NOTARY

STATE OF GEORGIA

COUNTY OF HENRY

I, Kathleen S Moore

, a Notary Public, in and for said County in said State, hereby certify that

JULIAN K. VANN  
GEORGIA CROWN DISTRIBUTING CO.  
d/b/a ALABAMA CROWN DISTRIBUTING CO., INC.

, whose name as CDRA VICE PRESIDENT - OPERATIONS of

a corporation, 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 this instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and official seal, this the

9<sup>th</sup> day of February

2012

[SEAL]

Notary Public

My commission expires:

*Kathleen S Moore*

Kathleen S Moore  
NOTARY PUBLIC  
Henry County, GEORGIA  
My Commission Expires  
November 20, 2015

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  
of

, [acting in its capacity as

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

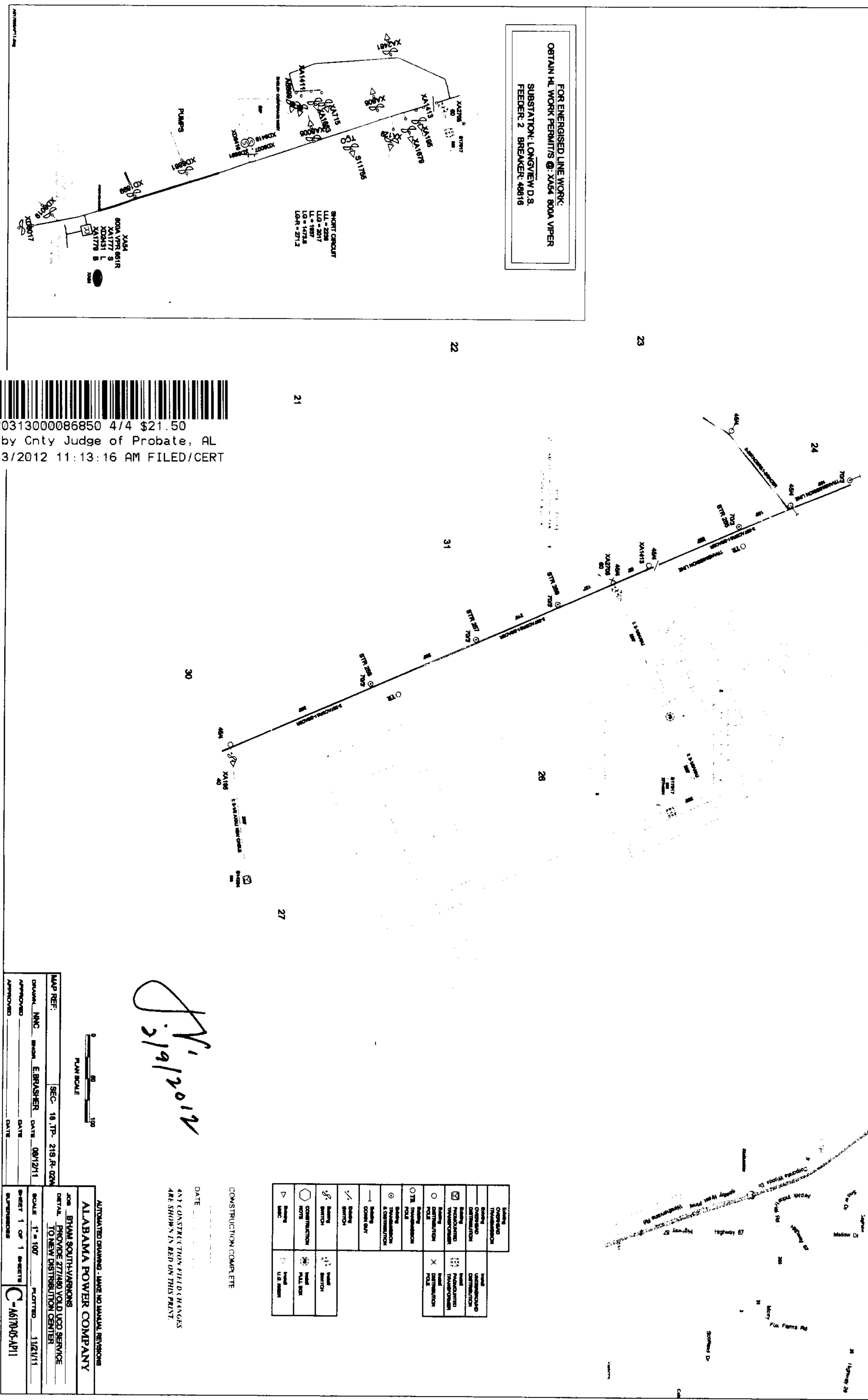
My commission expires:



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Parcel # 70242476

Rec'd 8-29-11  
Cleared 2-10-12



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