

stl 500.00

EASEMENT – DISTRIBUTION FACILITIES

STATE OF ALABAMA

COUNTY OF Shelby

W.E. No. A6170-05-BV12

APCO Parcel No. 70252860

Transformer No. S18300

This instrument prepared by: Larry D. Gravitt

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



20121226000493790 1/3 \$18.50
Shelby Cnty Judge of Probate, AL
12/26/2012 03:56:55 PM FILED/CERT

Shelby County, AL 12/26/2012
State of Alabama
Deed Tax: \$.50

KNOW ALL MEN BY THESE PRESENTS, That Fred Wayne Horton and wife Myra Gayle Horton

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, translosures, 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 SW ¼ of the NW¼ of Section 6, Township 22 South, Range 1 West, more particularly described in that certain instrument recorded in Deed Book 20100617000192160, 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 has executed this instrument on this the 8th day of December, 2012.

Witness Signature

Print Name

Witness Signature

Print Name

(Grantor)

(Grantor)

(SEAL)

(SEAL)

All facilities on Grantor: _____ Station to Station: _____

STATE OF ALABAMA

COUNTY OF Shelby

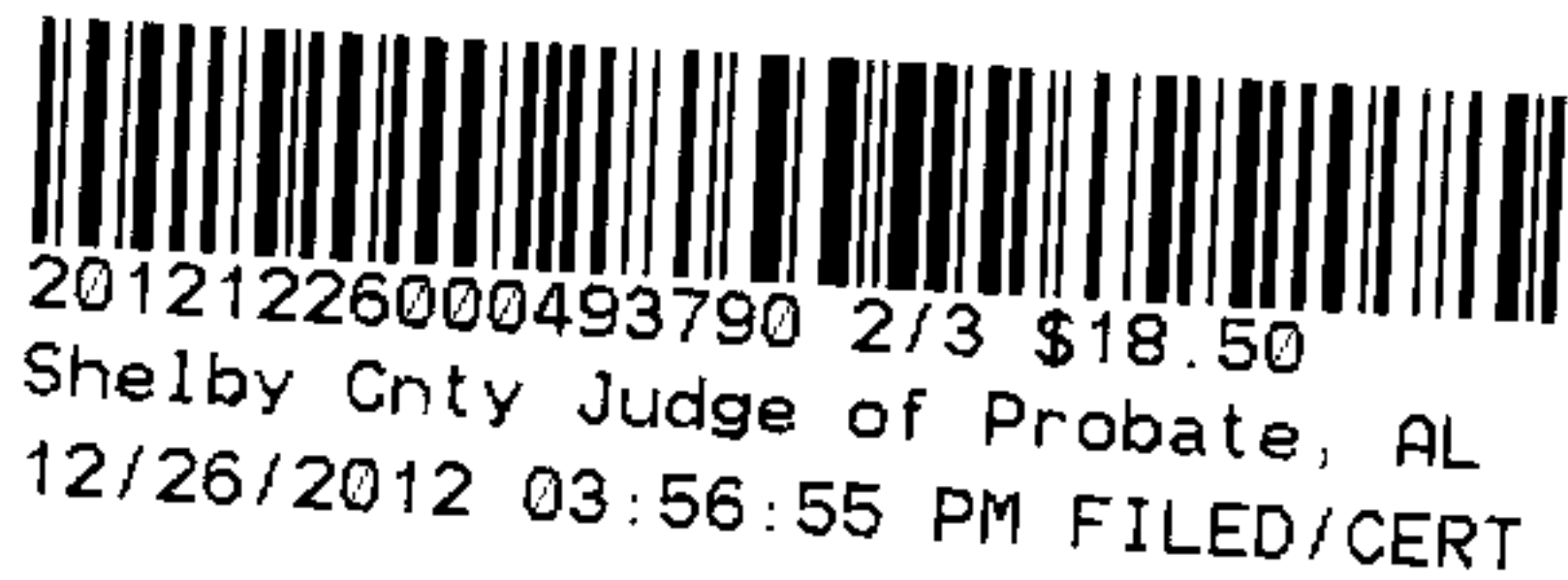
I, Larry D. Gravitt, a Notary Public, in and for said County in said State, hereby certify that _____

Fred Wayne Horton and wife Myra Gayle Horton 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 5th day of December, 20 12.

Larry D. Gravitt
Notary Public
My commission expires: 2-5-2014

[SEAL]



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____.

Notary Public
My commission expires: _____

[SEAL]

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____.

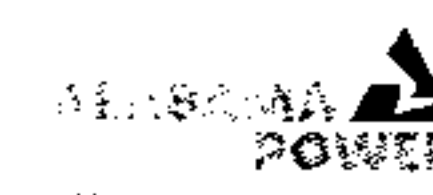
Notary Public
My commission expires: _____

[SEAL]

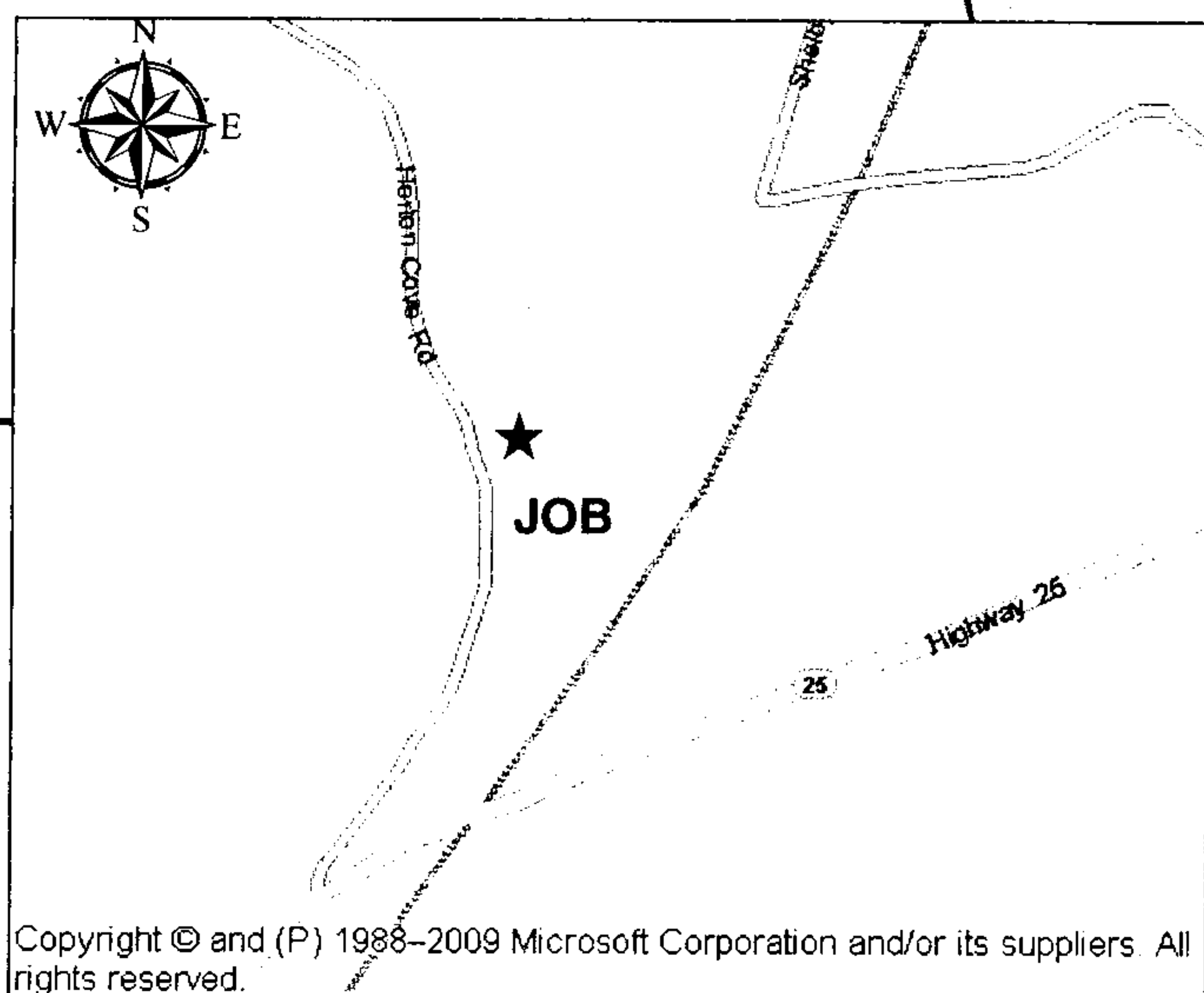
SKETCH OF PROPOSED WORK SIMPLIFIED W.E.

Map Center UTM
1737070 12032302

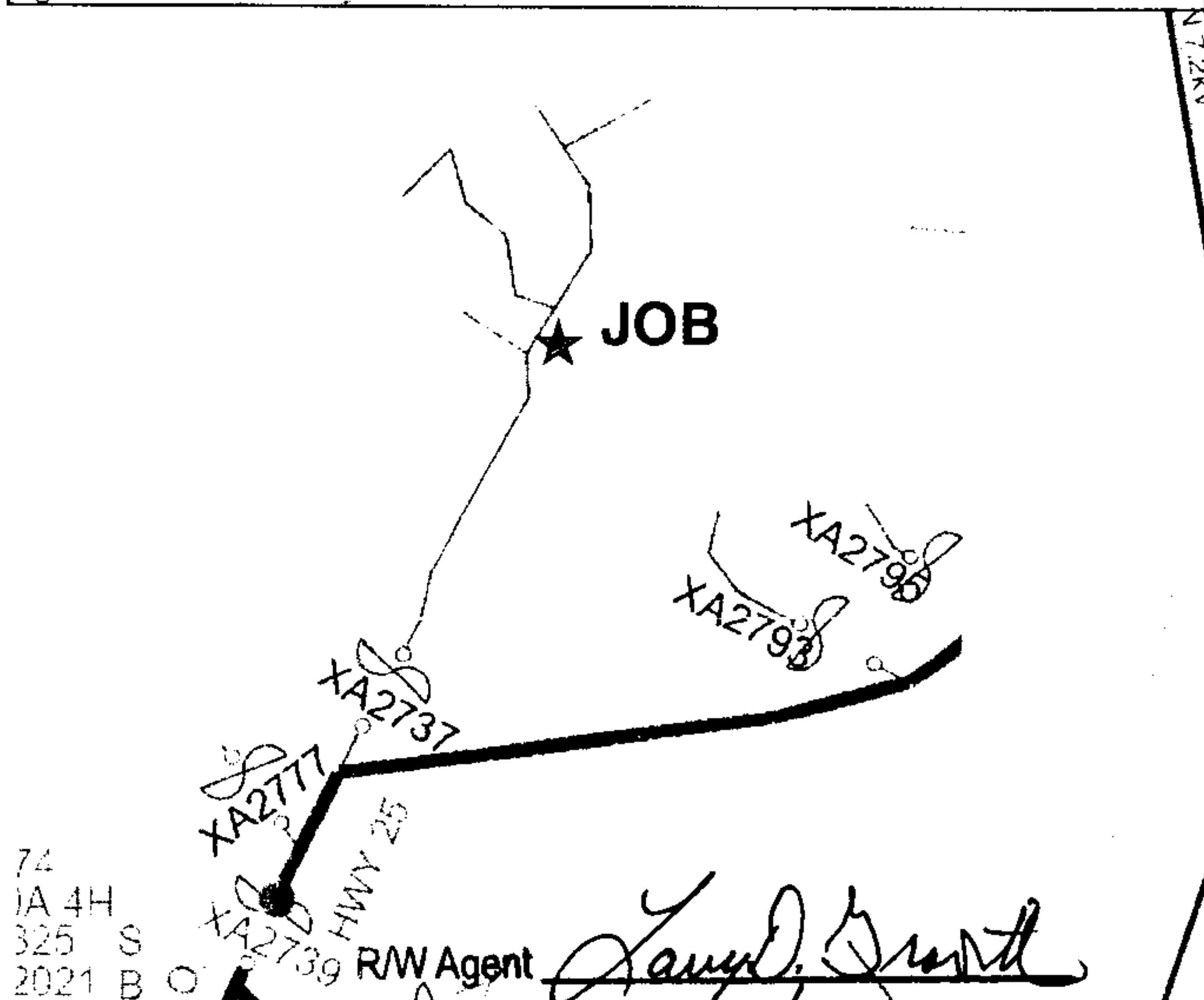
Map Center LatLon
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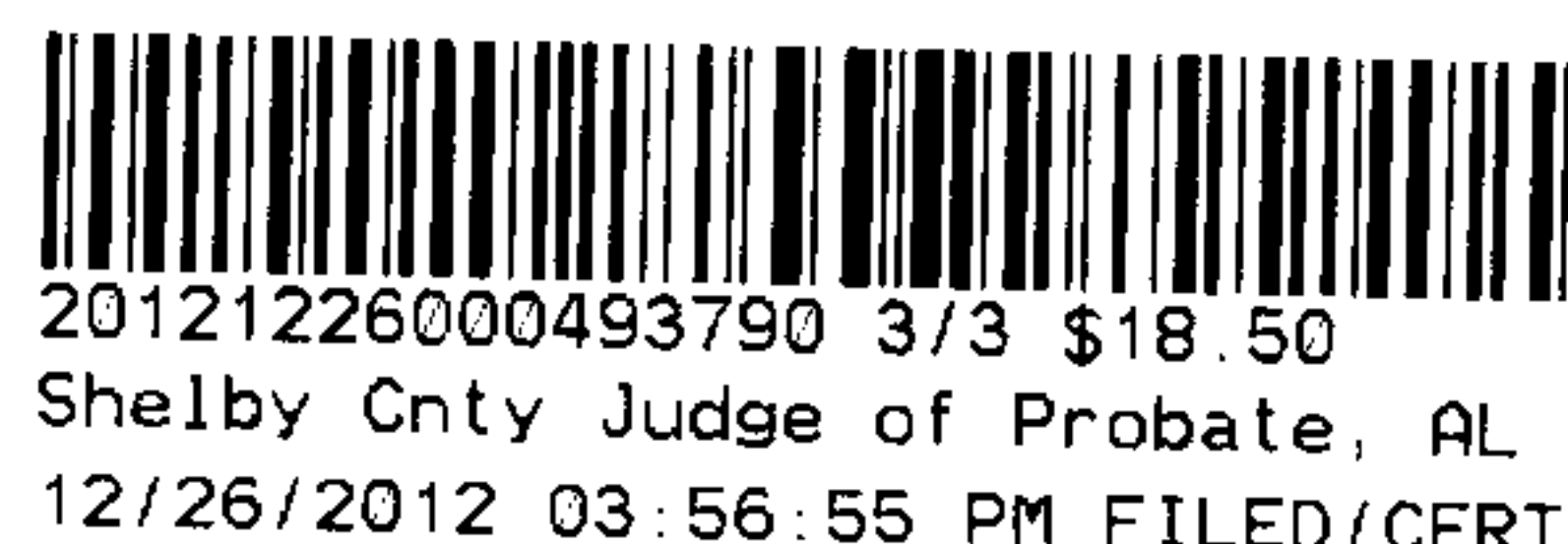
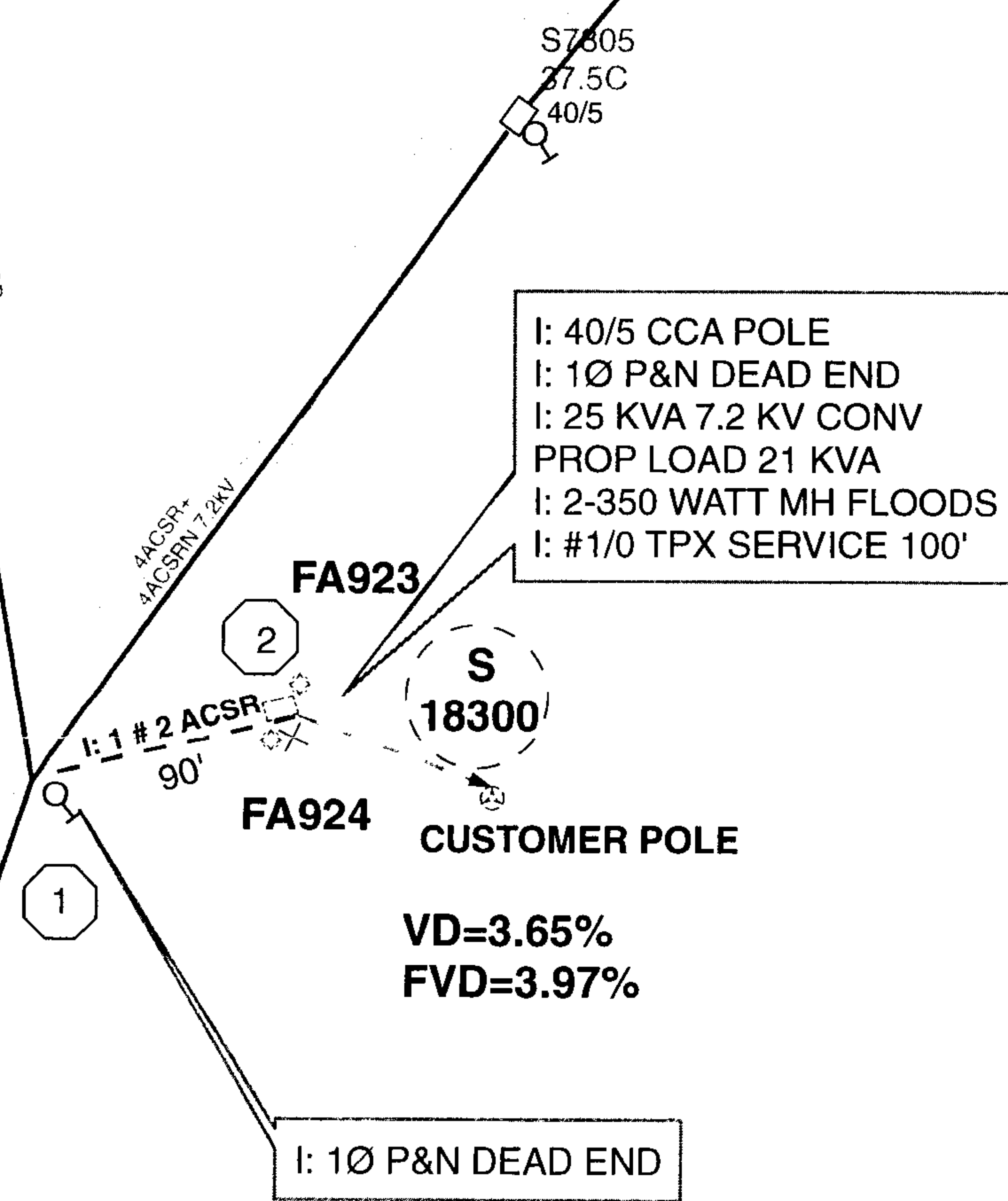
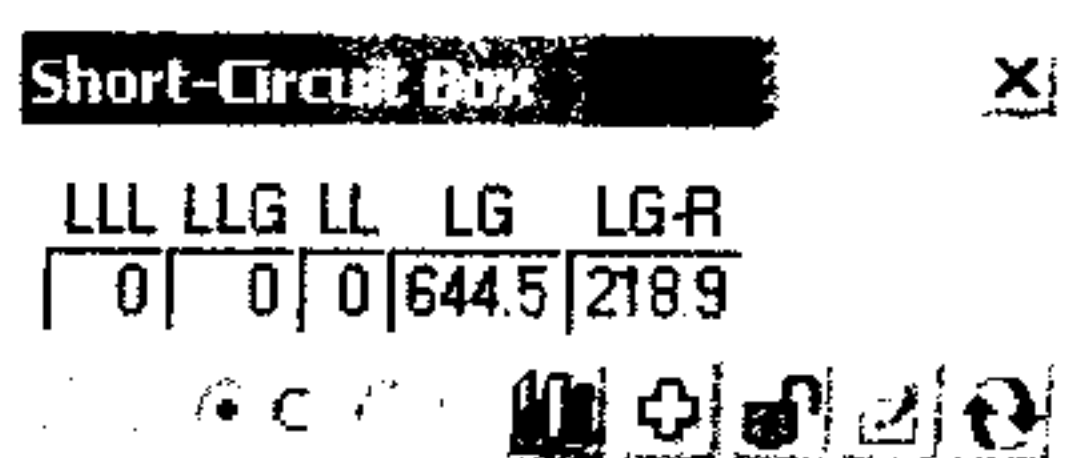
Customer WAYNE HORTON			Location 21 HORTON COVE ROAD			Agreed Serv. Date 12-31-2012		Estimate No. A6170-05BV12				
Region BHAM			Oper. Cntr. COLUMBIANA		Town/City CALERA		UserID ermbrash		Created: 11/20/2012			
County Shelby		Section 6	Township 22S	Range 01W	Add'l Info							
Acquisition Agent LARRY GRAVITT			Date R/W Assigned		Date R/W Cleared		Spatial Reference		LOC 2		Transformer Loading 77 KVA	
Voltage	Phone Co	CATV Co	Accessible	Tree Crew	Rock Hole		R/W	City	County	State	Miss All	Other
7.2 KV	N	N	Y	N	N	Permits	Y	N	N	N	Y	



Obtain Hotline Work Permit @
XA2352 400 AMP VXE
XA2737 30AMP
Substation: WEST COLUMBIANA
Feeder # 3 Breaker #39236



Date Assigned 12/03/2012
Date Cleared 12/06/2012
Parcel # 70252860



Cnst Completed By:

Date:

Scale: 1 inch = 100 feet