

EASEMENT – DISTRIBUTION FACILITIES

STATE OF ALABAMA

COUNTY OF Shelby

W.E. No. **AG170-06-AQ.2**

APCO Parcel No. 70253357

Transformer No. S15776

This instrument prepared by: Larry D. Gravitt

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



20130322000121480 1/3 \$19.00
Shelby Cnty Judge of Probate, AL
03/22/2013 03:42:15 PM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS, That Shelby County, Alabama

1/3 undivided interest

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 SE ¼ of the SW¼ of Section 21, Township 22 South, Range 3West, more particularly described in that certain instrument recorded in Deed Record 20120726000270620, 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 said Grantor, has caused this instrument to be executed by Alex Dudcheck

its authorized representative, as of the 5th day of December, 20 12.

ATTEST (if required) or WITNESS:

By: Kim Reynolds

Its: Adm'n. Asst

Shelby County, Alabama

By: Corp Seal (SEAL)

Its: Co. Mgr.

All facilities on Grantor: ☒ _____

Station to Station: _____

CORPORATION NOTARY

STATE OF ALABAMA

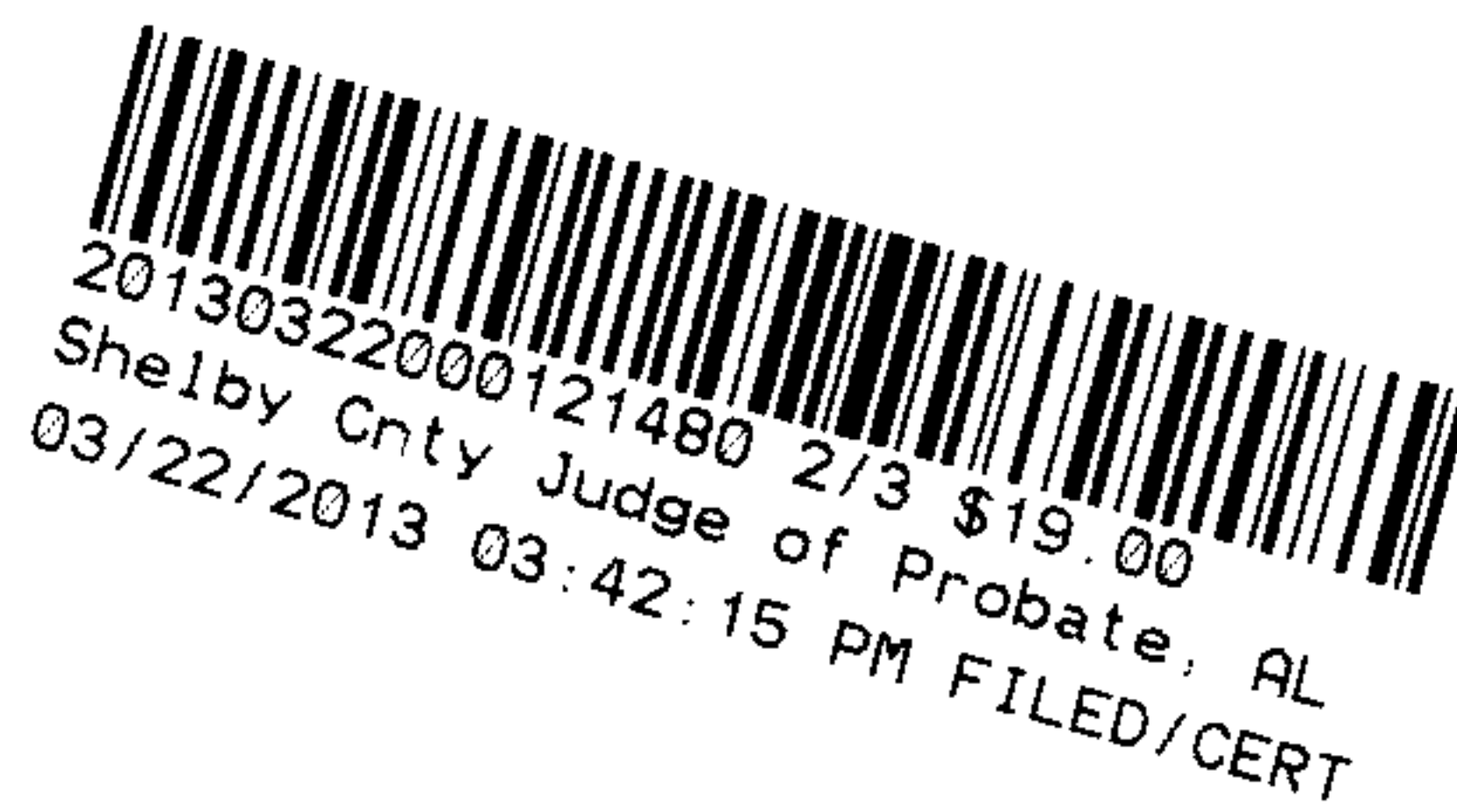
COUNTY OF _____

I, _____, a Notary Public, in and for said County in said State, hereby certify that _____, whose name as _____ of _____, a 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 _____ day of _____, 20____.

[SEAL]

Notary Public
My commission expires: _____



CORPORATION/PARTNERSHIP/LLC NOTARY

STATE OF ALABAMA

COUNTY OF Alabama

I, Kim Reynolds, a Notary Public in and for said County in said State, hereby certify that Alex Duckchock, whose name as County Manager of Shelby County, Alabama a Government Entity, [acting in its capacity as County of Alabama], 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 County Manager and with full authority, executed the same voluntarily, for and as the act of said Shelby County, Alabama [acting in such capacity as aforesaid].

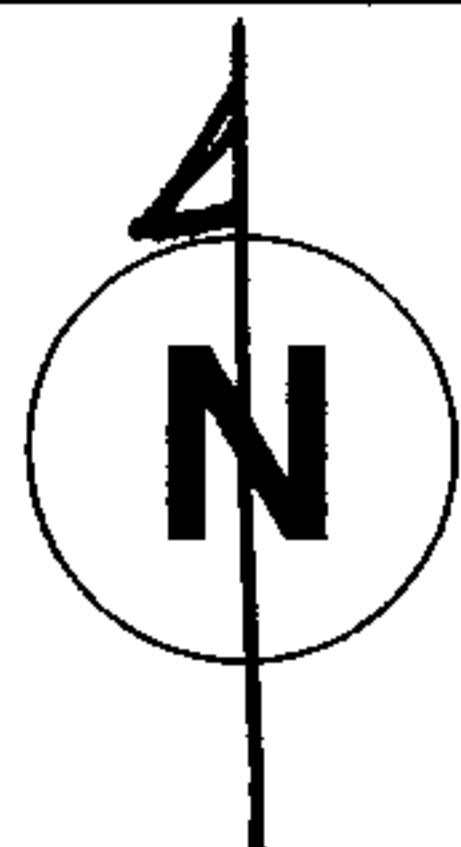
Given under my hand and official seal this the 5 day of Dec, 2012.

[SEAL]

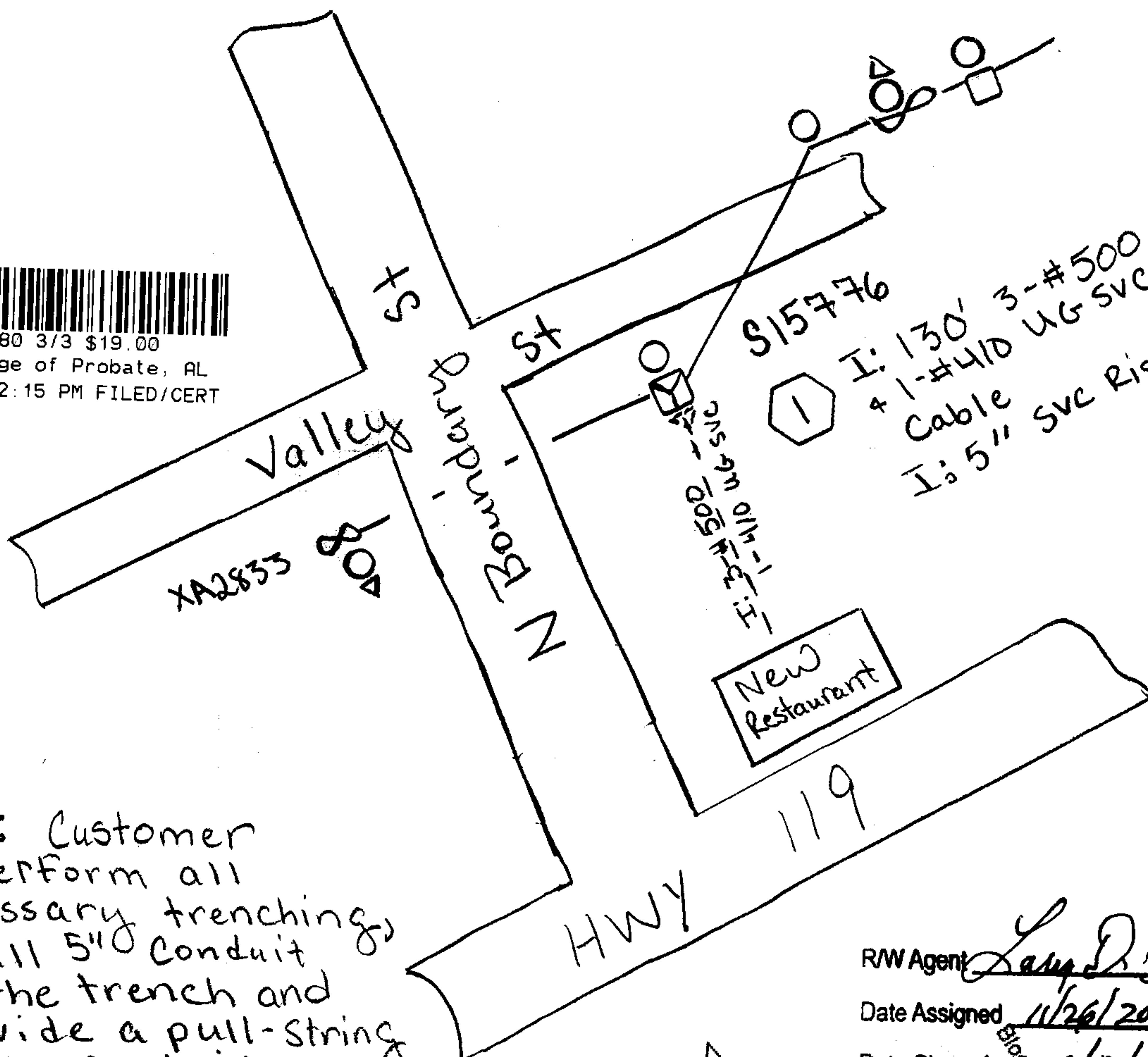
Notary Public Kim W. Reynolds
My commission expires: 10/23/2016

Sketch of Proposed Work

Customer Montevallo		Location 710 N Boundary St		Committed Svc. Date 11/28/2012		Work Order No. AB17046AQ12	
Division Birmingham		District Metro South		Town Montevallo		Drawn By Chris Johnson	
County Shelby		Section 21		Township 22S		Range 03W	
Add'l Info Line 14445		Map Reference		Substation Name Montevallo D.S.			
Aquisition Agent Larry Gravitt		R/W Assigned 11/13/2012		R/W Cleared		Meter #	
Account #		Date Meter Set		Set By		Primary Volt 12 KV	
Feeder # 34028		Switch #		Sec. Volt 120/208			

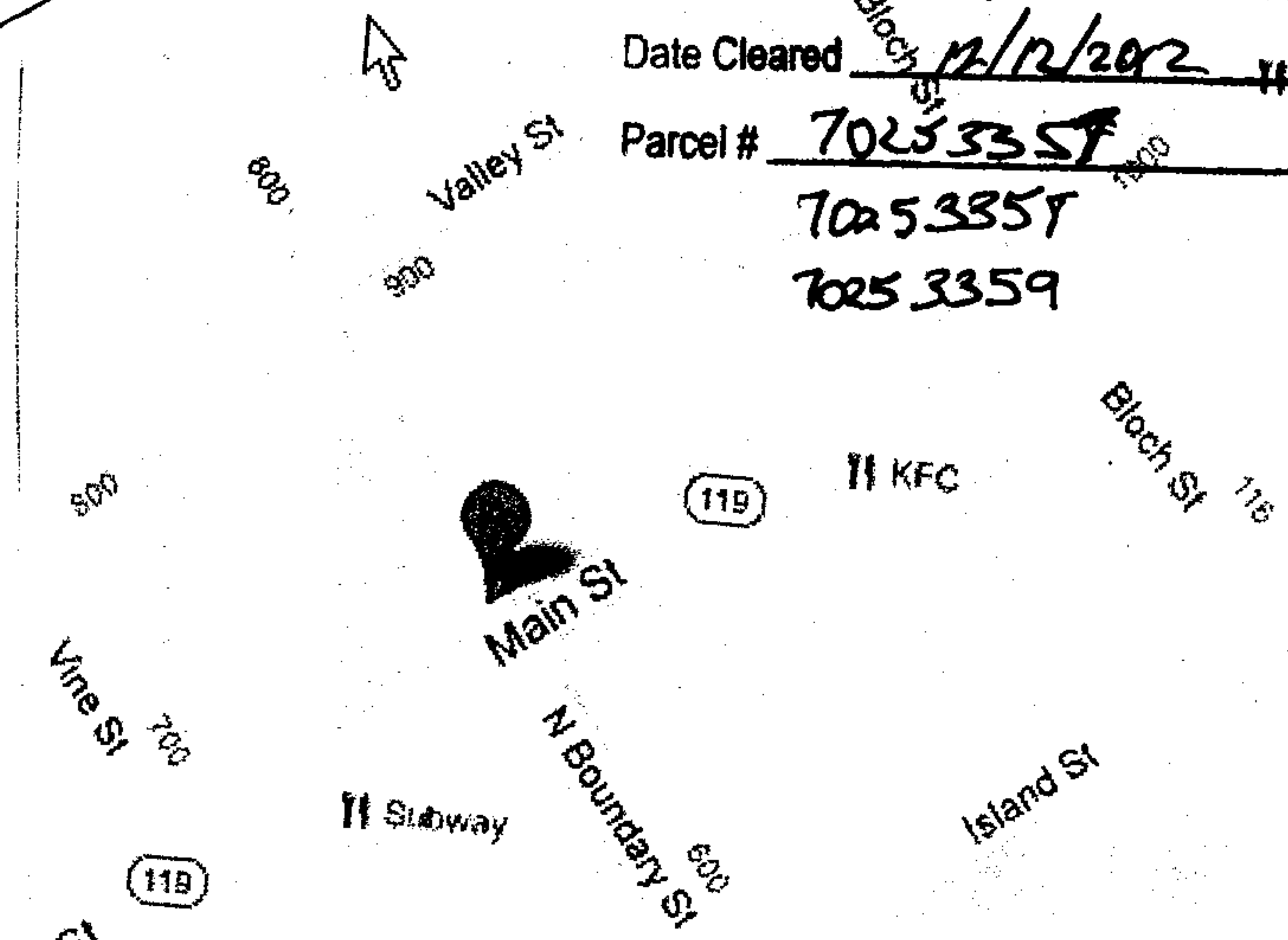


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Note: Customer will perform all necessary trenching, install 5" conduit in the trench and provide a pull-string in the conduit

UG Service



RW Agent Larry D. Smith
Date Assigned 11/26/2012
Date Cleared 12/12/2012
Parcel # 7025335T
7025335T
70253359

PHONE CO.	
Co. Name	
CATV CO.	
ACCESSIBLE	
TREE CREW	
ROCK HOLE	
PERMITS	
CITY	
COUNTY	
STATE	
ONE-CALL	
REF #	
GOOD ON	
GOOD THROUGH	
UPDATE ON	
Scale	