

Source of Title:

Deed Book _____, Page _____

Deed Record 20050830000447860

EASEMENT – DISTRIBUTION FACILITIES

STATE OF ALABAMA

COUNTY OF Shelby

W.E. No. AG170-14-5113

APCO Parcel No. 70258267

Transformer No. 580125

This instrument prepared by: Larry D. Gravill

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



20140213000040820 1/3 \$20.50
Shelby Cnty Judge of Probate, AL
02/13/2014 12:58:08 PM FILED/CERT

Shelby County, AL 02/13/2014
State of Alabama
Deed Tax: \$.50

KNOW ALL MEN BY THESE PRESENTS, That Roy Gable and wife, Linda Gable

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 Sw 1/4 of the NE 1/4 of Section 6, Township 21 South, Range 1 East as is recorded in Deed Record 20050830000447860 in the office of the Judge of Probate of 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 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~~/their hand(s) and seal(s) this the 22nd day of August, 20 13.

Witness Signature

Print Name

Witness Signature

Print Name

Roy Gable (SEAL)
(Grantor)

Linda Gable (SEAL)
(Grantor)

All facilities on Grantor: _____

Station to Station: Sta# 3+75 to Sta# 2+120
Also; guy on Sta# 2

STATE OF ALABAMA

COUNTY OF Shelby

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

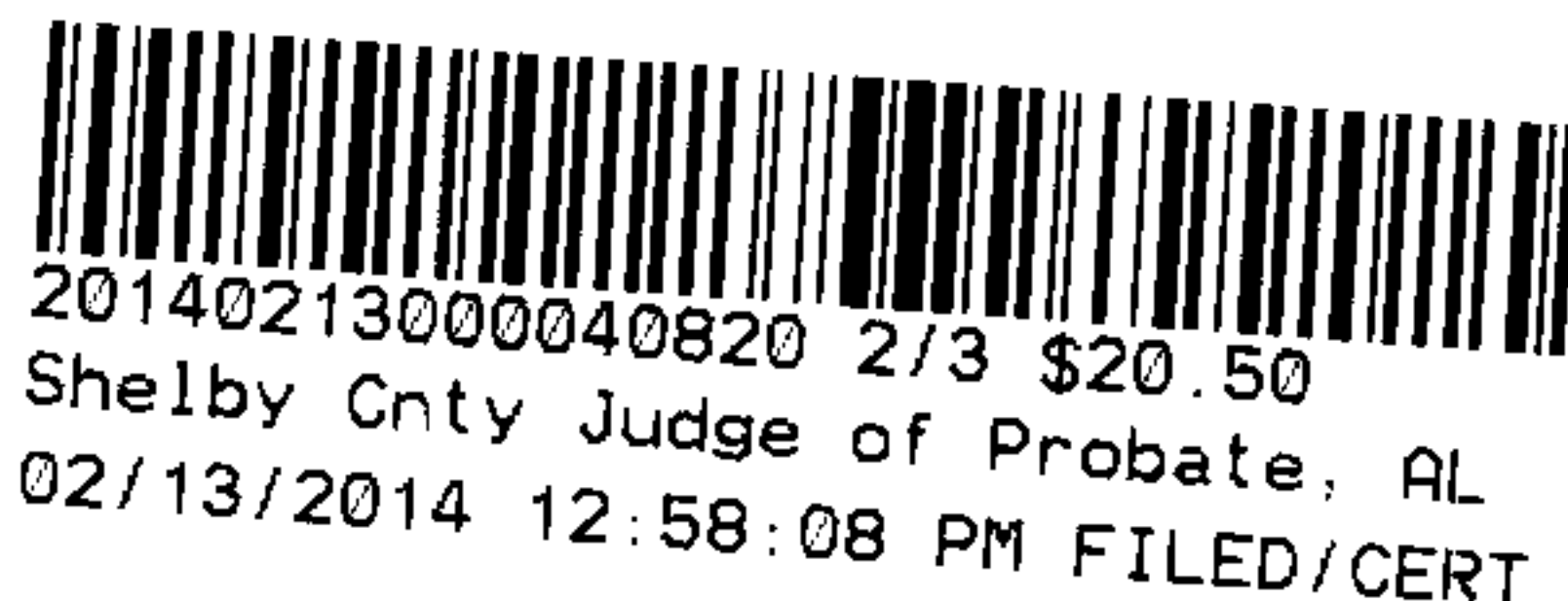
Gable and wife; Linda Gable whose name(s) [as owners] ~~is~~ are signed to the foregoing instrument and who ~~is~~ are known to me, acknowledged before me on this day that being informed of the contents of the instrument, ~~he/she/they~~ [in such capacity as aforesaid] executed the same voluntarily.

Given under my hand and official seal this the 22nd day of August, 2013.

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]

Customer	APCO - 910 Highway 49	Location	910 Highway 49	Cntd. Svc Date	Dec. 31, 2013	County	SHELBY	Section	6	Township	21S	Range	01E	Estimate No.	A6170-14-C113	ENERGIZED LINE WORK	
Division	Birmingham	District	Metro South-Varnons	Town	Columbiana	UserID	krevans	Created:	8/2/2013	Substation	Shelby DS	X- 10306	Y- X6897	Sub OCB/OCR Switch# Fuse Size			

Location Sketch

Sectionalizing Sketch

910 Highway 49
Columbiana, AL
35051

X6897

RC8609

Q6096

V6843

X6897

XD3143

XA2947

Q6096

70AL

X6883

XA1475

S B

210 AL

XD1111

XD3011

RC8609

X6897

X6873

XD2677

4ACSR+4ACSRN 7.2kV

HWY 49

4102/25A

114 Ft - 1/0 TPX

30/6

120 Ft

Service Pole

Location 1.
Retire 30/6 Creosote Pole
Retire 91' 1/0 TPX Secondary

Location 2.
Install 35/5 CCA Pole
Install 1- Anchor 10" Helix 1' Rod
Install 1- 2 5/16 Guy 15' Min. Lead
Install 114' 1/0 TPX Secondary

Location 3.
Install 1 - Anchor 10" Helix 1' Rod
Install 1 - 2 5/16 Guy 15' Min. Lead
Install #6 Enhanced Ground
Install New Station # S80125

RW Agent *Dave D. Smith*

Date Assigned 8/9/2013

Date Cleared 8/22/2013

Parcel # 70258241

40/5

40/5

40/5

4ACSR+4ACSRN 7.2kV

20140213000040820 3/3 \$20.50

Shelby Cnty Judge of Probate: AL

02/13/2014 12:58:08 PM FILED/CERT

Pole change out because of low hanging wire.

Foreman:

Cnst Completed By:

Date:

ENGINEER: KEVANS

LINC: 943