

Source of Title:

Deed Book _____, Page _____

Shelby County, AL 02/13/2014

State of Alabama

Deed Tax: \$.50

10 Deed Record 20130506000186990

EASEMENT – DISTRIBUTION FACILITIES

STATE OF ALABAMA

COUNTY OF Shelby

W.E. No. AG170-00-BT13

APCO Parcel No. 70258103

Transformer No. 3909

This instrument prepared by: Larry D. Gravitt



20140213000040860 1/2 \$17.50
Shelby Cnty Judge of Probate, AL
02/13/2014 12:58:12 PM FILED/CERT

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

KNOW ALL MEN BY THESE PRESENTS, That Glenn C. Sisk, a single man

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"): 344 Chelsea Forest Road
Columbiana, AL 35051. A parcel of land in the Ne 1/4 of the Se 1/4
and the Se 1/4 of the Ne 1/4 of Section 10, Township 20 South, Range 1 West
as is recorded in Deed Record 20130506000186990 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/her/their hand(s) and seal(s) this the 29th day of July, 2013.

Kelly Stewart

Witness Signature

Kelly Stewart

Print Name

Glenn C. Sisk (SEAL)
(Grantor)

Witness Signature

Print Name

(Grantor) (SEAL)

Customer	GLENN SISK	Location	344 CHELSEA FOREST RD	Contd. Svc Date		County	SHELBY	Section	10	Township	20S	Range	01W	Estimate No.	A6170-00-BT13	Missall No.	
Division	BIRMINGHAM	District	SOUTH VARNONS	Town	CHELSEA	Userid	japutt	Created:	7/24/2013	Substation	TWELVE OAKS DS	X-	49182	Y-	K6183	Work Date	
																Time	
																Update	

RW Agent *Jay D. Japutti*
Date Assigned 7/19/2013
Date Cleared 7/30/2013
Parcel # 10258103

I: SERVICE RISER
I: 340' 2-1/0 AL & 1-#2 AL UG XLP
UG SERVICE DIRECT BURIED
WITH APCO TRENCHING

201402130000040860 2/2 \$17.50
Shelby Cnty Judge of Probate, AL
02/13/2014 12:58:12 PM FILED/CERT

Missall No.		
Work Date		
Time		
Update		

ENERGIZED LINE WORK

Sub _____
OCB/OCR _____
Switch# _____
Fuse Size _____

Voltage	
Pri.	Sec.
12	120/ 240

Phone	
Co. Name	N
AT&T	
CATV Co.	
Co. Name	N
CHARTER	
Accessible	Y
Tree Crew	N
Missall	Y
Permits Req'd	
R/W	Y
City	N
County	N
State	N
Xmission	N
Xfmr Loading	
kVA: 22KVA	
Volt Drop 3.43%	
Flicker: 3.97%	

