

EASEMENT - DISTRIBUTION FACILITIES

500.00



20140428000125170 1/4 \$23.50
Shelby Cnty Judge of Probate, AL
04/28/2014 10:04:02 AM FILED/CERT

Shelby County, AL 04/28/2014
State of Alabama
Deed Tax: \$.50

STATE OF ALABAMA

COUNTY OF SHELBY

W.E. No. A6170-08-1213

APCO Parcel No. 70260313

Transformer No. X15830

This instrument prepared by: Dean Fritz

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

KNOW ALL MEN BY THESE PRESENTS, That Joe A Scotch, Jr, a married man and Wayne J Scotch, a married 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"): See Exhibit "A" attached hereto and made a part hereof.

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 11th day of December, 2013

Chandace Noriega
Witness Signature

Chandace Noriega
Print Name

Witness Signature

Print Name

Joe A. Scotch Jr
(Grantor) (SEAL)

Joe A. Scotch Jr
Print Name

Wayne J. Scotch
(Grantor) (SEAL)

Wayne J. Scotch
Print Name

All facilities on Grantor: _____ Station to Station: Sta 1+00 to Sta 1+85

STATE OF ALABAMA

COUNTY OF Shelby

I, Candace Noriega, a Notary Public, in and for said County in said State, hereby certify that Joe A

Scotch whose name(s) [as Grantor] 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 11 day of December, 2013

[SEAL]

Notary Public

My commission expires: June 1, 2015

STATE OF ALABAMA

COUNTY OF Shelby

I, Candace Noriega, a Notary Public, in and for said County in said State, hereby certify that _____

Wayne J Scotch whose name(s) [as Grantor] 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 11 day of December, 2013

[SEAL]

Notary Public

My commission expires: June 1, 2015

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____.

[SEAL]

Notary Public

My commission expires: _____



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EXHIBIT "A"

WE # A6170-08-1213

Parcel # 70260313

A parcel of land located in the NW¼ of the SE¼ of Section 7, Township 19 South, Range 1 West, known as Lot 2 according to the Survey of Scotch's Addition to Eagle Point as recorded in Map Book 43, Page 61, in the Office of the Judge of Probate of Shelby County, Alabama.



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Organization: Off Hwy 280

Subdivision: Eagle Point

Lot # 221

Address: 4995 Eagle Crest Rd

Int Road: Eagle Valley Dr

County: Eagle Crest Dr

Listed: 11/1/2013

Started:

Progression Code: Completed

Work Type: URD Service

County: Shelby

Section 7

Township 19S

Range 1W

NE: A6170-08-1213



Completed By: _____

Date Completed: 12/12/2013

To Be Worked By: 12/16/2013

Coordinator: Steve Barnett

Builder: Scotch Home Bldrs

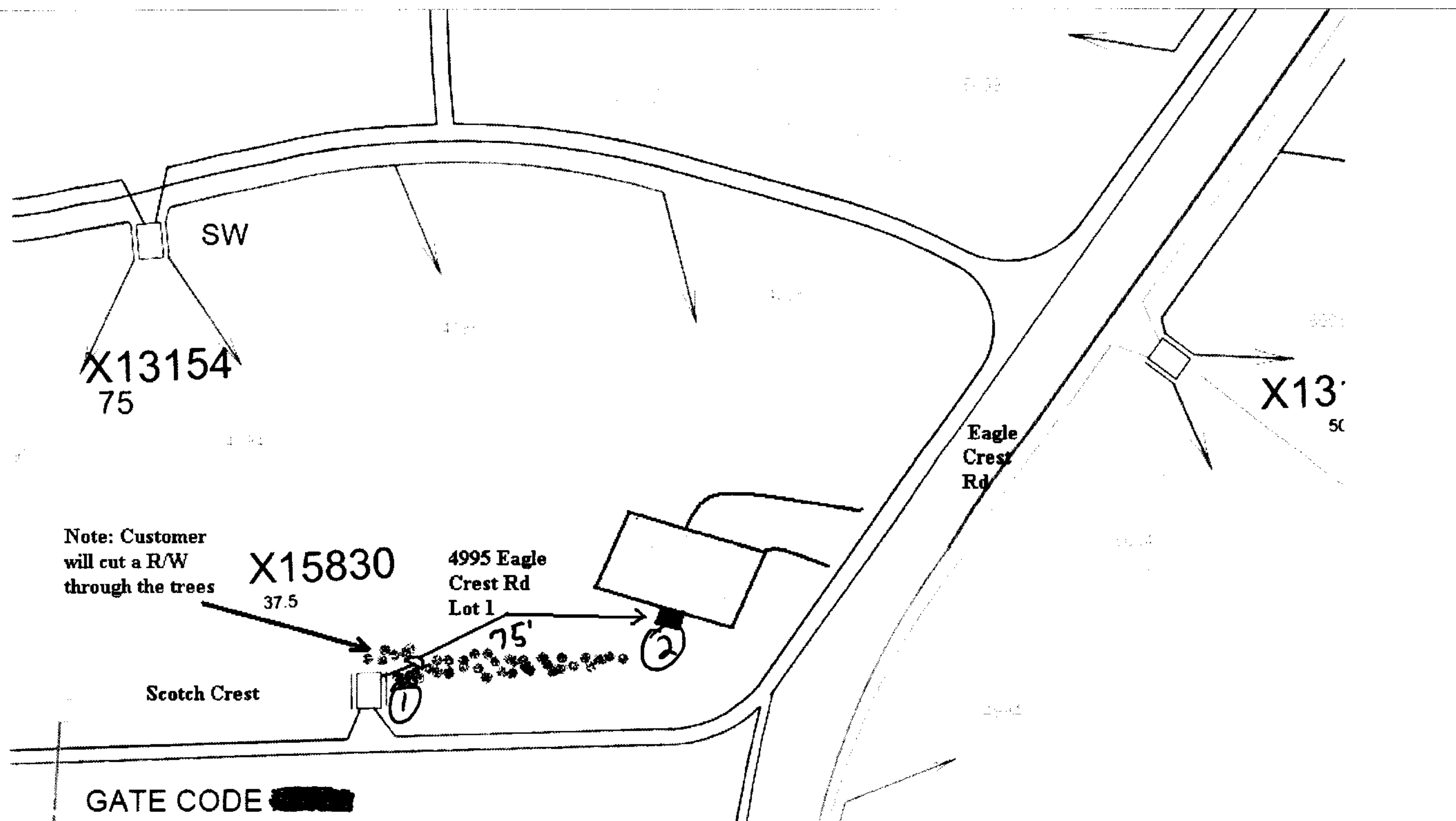
Contact Name: Wayne Scotch

Phone #: ~~205-231-1111~~

Mkt Rep:

Phone #:

Trench Feet	Conduit Size	Conduit Length	Wire Size	Wire Length	Meter Socket
120			4/0	130	200



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RW Agent Dean Fritz

Date Assigned 11-19-13

Date Cleared 12-17-13

Parcel # 70260313

70260314