

500.00

Source of Title:
Instrument # 1999-25567


20140428000125280 1/3 \$20.50
Shelby Cnty Judge of Probate, AL
04/28/2014 10:04:13 AM FILED/CERT

EASEMENT - DISTRIBUTION FACILITIES

STATE OF ALABAMA
COUNTY OF SHELBY

W.E. No. A6170-20-A113

APCO Parcel No. 70256911

Transformer No. X5312

This instrument prepared by: Dean Fritz

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

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

KNOW ALL MEN BY THESE PRESENTS, That Birmingham Realty Company

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 case of an emergency to temporarily install intermediate poles and facilities on said strip or as required to serve a future tenant or owner of this property at their request. 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 NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 32, Township 18 South, Range 1 West, more particularly described in that certain instrument recorded in Instrument # 1999-25567 in the office of the Judge of Probate of said County.

Upon removal of the electric distribution facilities built under the authority of the easement hereby granted and abandonment of such easement, all rights granted hereby shall cease and revert back to the Grantor, it being understood that two (2) years of continuous non-use of said easement after such removal shall constitute abandonment.

It is agreed that in the event said facilities materially interfere with the construction of buildings or other permanent structures that may be erected on Grantor's land in the future, Company will relocate said facilities one time and at Company's expense to a new location provided by Grantor, if such location will permit the replacement line to be constructed using like materials and equipment and Grantor hereby agrees that upon such relocation Company shall have the rights herein granted with respect thereto.

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.

70256911

IN WITNESS WHEREOF, the said Grantor, has caused this instrument to be executed by Lee A. Kinnebrew
its authorized representative, as of the 4th day of November, 2013.

ATTEST (if required) or WITNESS: Birmingham Realty Company
(Grantor - Name of Corporation/Partnership/LLC)
By: Linda Pugh By: [Signature] (S)
Vice President

For Alabama Power Company Corporate Real Estate Department Use Only Parcel No: 70256911
All facilities on Grantor: _____ Station to Station: Sta 14+00 to Sta 15+235
2 Gays at Sta 15+00

CORPORATION NOTARY

STATE OF ALABAMA
COUNTY OF Shelby
I, Jan I. Peoples, a Notary Public, in and for said County in said State, hereby certify that
Lee A. Kinnebrew, whose name as Vice President
of Birmingham Realty Company, 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 4th day of November, 2013.
[SEAL] Jan I. Peoples
Notary Public
My commission expires: 1-18-2016

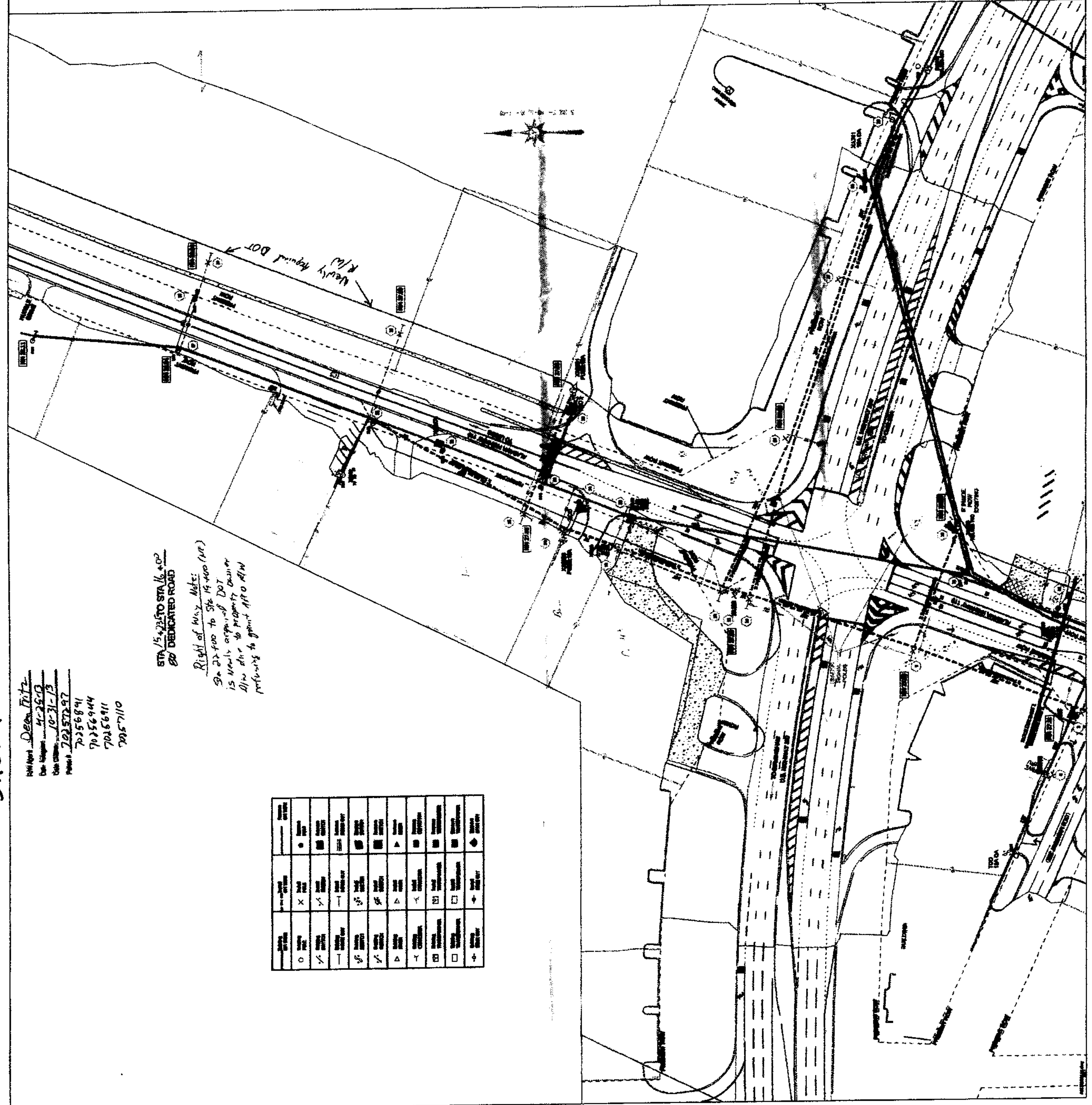

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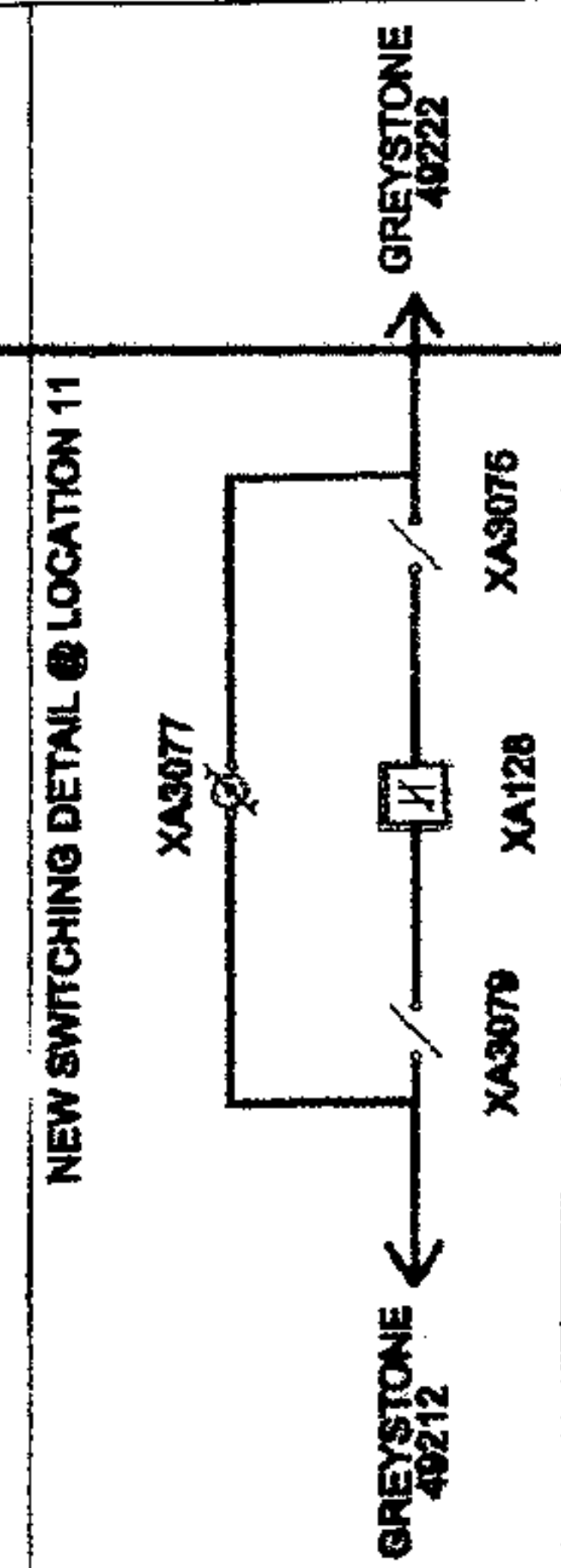
Project: Deen Pitt
Date: 11-16-13
City: 10-31-13
Phone: 202-572-97
70256841
70256944
70256911
70257110

STA 15+25 TO STA 16+00
80' DEDICATED ROAD
Right of Way Notes:
Sta 22+00 to Sta 15+00 (170')
15' Utility easement of DOT
Allow drive to property owner
pertaining to grant A10 A14

Item	Quantity	Unit	Notes
1. 100' DE VERT	1	FT	
2. 100' DE VERT	1	FT	
3. 100' DE VERT	1	FT	
4. 100' DE VERT	1	FT	
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13. 100' DE VERT	1	FT	
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15. 100' DE VERT	1	FT	
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18. 100' DE VERT	1	FT	
19. 100' DE VERT	1	FT	
20. 100' DE VERT	1	FT	



- 1. 70'1 CONCRETE POLES W/4 ENH GRND
2. 30' DE VERT
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100. 30' DE VERT



CONSTRUCTION COMPLETE:
DATE:

ANY CONSTRUCTION FIELD CHANGES
ARE SHOWN IN RED ON THIS PRINT.

ALABAMA POWER COMPANY
SHELBY COUNTY JUDGE OF PROBATE
DATE: 11-16-13
BY: [Signature]
PROJECT: 11-16-13
SHEET: 2 OF 2
DRAWN: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]