

Source of Title:

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BAM

EASEMENT - DISTRIBUTION FACILITIES

STATE OF ALABAMA

COUNTY OF Shelby

W.E. No. AL212-00-BB14

APCO Parcel No. 70263823

Transformer No. 2279

This instrument prepared by: Adam Locharny

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



20141013000322860 1/2 \$17.50
Shelby Cnty Judge of Probate, AL
10/13/2014 12:16:39 PM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS, That Louise Brown, a single woman

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 SW 1/4 of the SW 1/4 of Section 36, Township 18 South, Range 2 East, being more particularly described in instrument # 1994-15299, as recorded 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 6th day of June, 2014.

Daniel Black
Witness Signature

Daniel Black
Print Name

Witness Signature

Print Name

Louise Brown (SEAL)
(Grantor)

(Grantor)

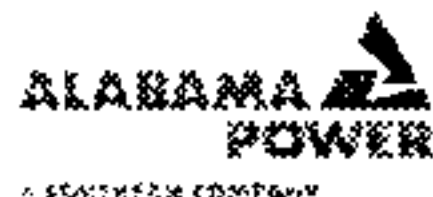
(SEAL)

70263823

SKETCH OF PROPOSED WORK
SIMPLIFIED W.E.

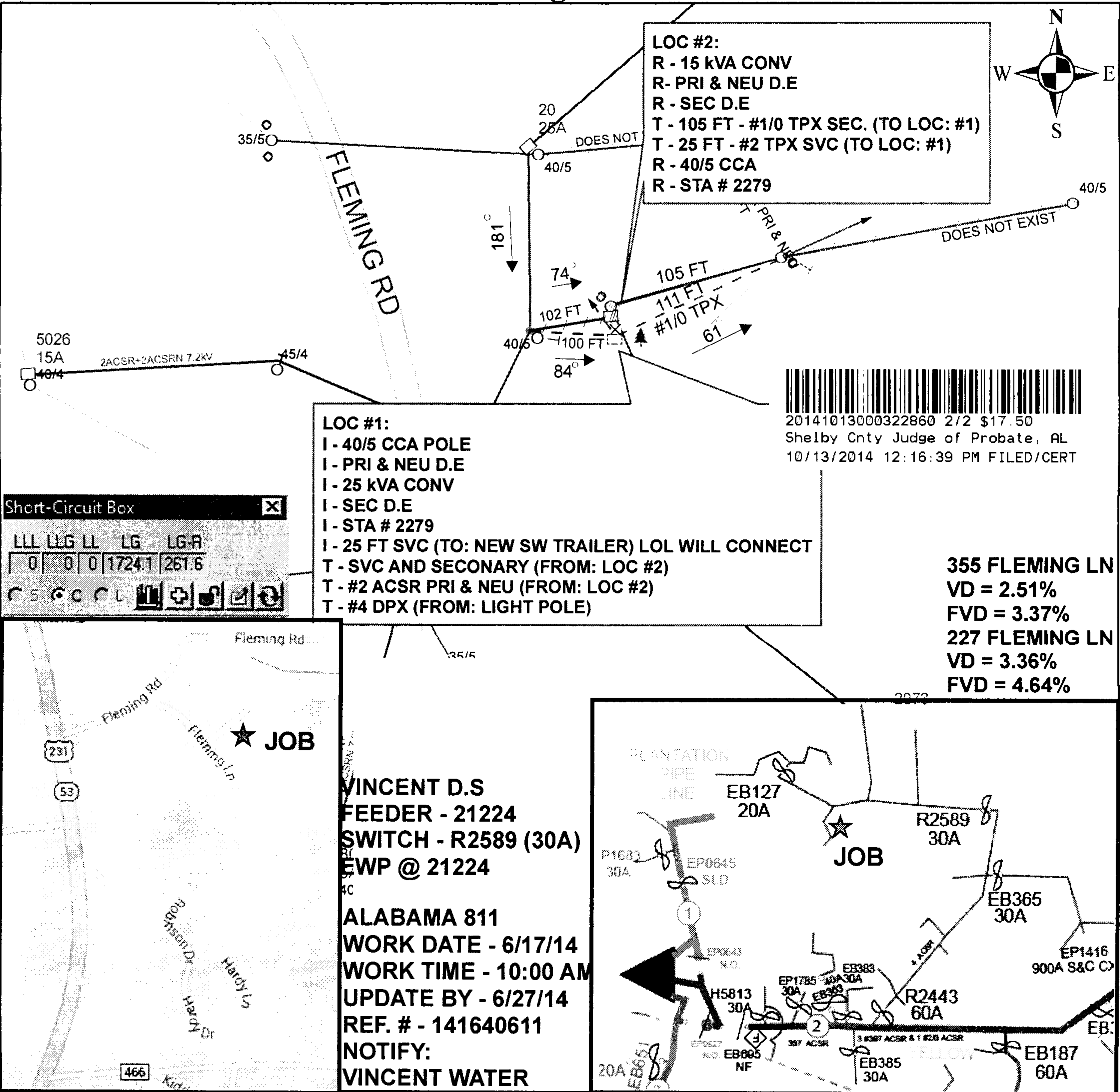
Map Center UTM
1825655 12131670

Map Center LatLon
33.417528 -86.392727



Customer LOUISE BROWN			Location 355 FLEMING LN			Agreed Serv. Date			Estimate No. A6216-00-BB14					
Region EASTERN			Oper. Cntr. PELL CITY			Town/City VINCENT			UserID dablack			Created: 6/13/2014		
County Shelby		Section 36		Township 18S		Range 02E		Add'l Info DB SLACK SPAN COULD NOT BE CORRECT... ROW ISSUES						
Acquisition Agent ADAM LOCHAMY			Date R/W Assigned 6/02/14		Date R/W Cleared 6/16/14		Spatial Reference		LOC		Transformer Loading 29.6 kVA			
Voltage	Phone Co	CATV Co	Accessible	Tree Crew	Rock Hole		R/W	City	County	State	Miss All	Other		
7.2 kV	Y	N	Y	Y			Permits				Y			

120/240V TREE CREW: CUT AND FLATTEN BIG PINE @ LOC: #1 MOVE BRUSH TO NORTH END OF EXISTING SW



Cnst Completed By:	Date:	Scale: 1 inch = 119 feet
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