

EASEMENT - DISTRIBUTION FACILITIES

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20160926000350350
09/26/2016 09:07:29 AM
ESMTAROW 1/3

STATE OF ALABAMA
COUNTY OF SHELBY
W.E. No. A6170-40-B516

APCO Parcel No. 11112437-001

Transformer No. S1B488

This instrument prepared by: Shannon Floyd

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

NOW ALL MEN BY THESE PRESENTS, That Saginaw Properties, LLC, an Alabama limited liability company

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, enclosures, 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 NE 1/4 of the NE 1/4 of Section 30, Township 21 South, Range 2 West, more particularly described in that certain instrument recorded in Instrument Number 20050722000366560 in the office of the Judge of Probate of said County.

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 (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.

Grantor HAVE AND TO HOLD the same to the Company, its successors and assigns, forever.

WITNESS WHEREOF, the said Grantor, has caused this instrument to be executed by Eddie Lumpkin
authorized representative, as of the 19th day of MAY, 2016.

TEST (if required) or WITNESS:

Saginaw Properties, LLC, an Alabama limited liability company
By: Eddie Lumpkin (SEAL)
Its: Managing Member

21

ll facilities on Grantor: X

Station to Station: _____

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CORPORATION NOTARY

STATE OF ALABAMA

COUNTY OF _____

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

_____, whose name as _____

Saginaw Properties, LLC, an Alabama limited liability company 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, as such Managing Member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this the _____ day of _____, 20_____.

[SEAL]

Notary Public
My commission expires: _____

CORPORATION/PARTNERSHIP/LLC NOTARY

STATE OF ALABAMA

COUNTY OF Jefferson

I, Maria J Wiggins _____, a Notary Public in and for said County in said State, hereby certify that Edwin Lumpkin _____, whose name as Managing Member _____ of Saginaw Properties LLC _____, a _____, (acting in its capacity as _____ of _____, a _____

_____) 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 the instrument, he/she, as such _____ and with full authority, executed the same voluntarily, for and as the act of said _____ [acting in such capacity as aforesaid].

Given under my hand and official seal this the 19th day of May, 2016.

[SEAL]

Maria J Wiggins

Notary Public
My commission expires: 3/14/2018

MARIA J WIGGINS
Notary Public, Alabama State At Large
My Commission Expires March 14, 2018



SKETCH OF PROPOSED WORK - SIMPLIFIED W.E.

Map Center UTM: 1707599 12045732
 Map Center Lat/Lon: 33.182553 -86.780341

Customer RV ROADWAY	Location 1385 Highway 87, Calera	County Shelby	Section 30	Township 21S	Range 021W	Estimate No. A8170-40-B516
Division Birmingham	District Metro South	Perham N/A	Acquisition Agent N/A	Date ROW Assigned	Date ROW Cleared	Created: 5/16/2016
Engineer Miles Hoyle - 1194	Engineer	Engineer	Engineer	Engineer	Engineer	Engineer
Cmtod. Svc Date 8/30/2018			Add'l Info.			MISSALL: # N/A

Voltage	
Pr1	Sec
12KV	120V 240V
Phone Co.	N
Cable Co.	N
Accessible	Y
Tree Crew	N
Rock Hole	N
Permits	
RW	Y
CITY	N
COUNTY	N
STATE	N

ENERGIZED LINE WORK
 Sub LONGVIEW/DS
 OCB/OCR 48818
 Switch# XDB297
 Fuse Size 15A
 SCHEME N

LOC 2
 I: 2- 1000w MH FLDS
 I: #6 St Light Riser (INVERTED)
 R: 2- 1000w HPS FLD
 R: 1- 5/16 PRI Guy
 w/ 8" HELIX
 R: 2- #2 WP AL HL 80'
 R: 1- 45/4 CCA

LOC 1
 I: #6 St Light Riser
 I: 1- #6 UDA 200' (LOC 2)
 (In 2" Conduit)
 I: 1- #4 DPX 120' (LOC 3)

LOC 3
 I: 1- 45/4 CCA
 I: 1- #4 DPX 120' (LOC 4)
 I: 2- 1000 W MH FLDS

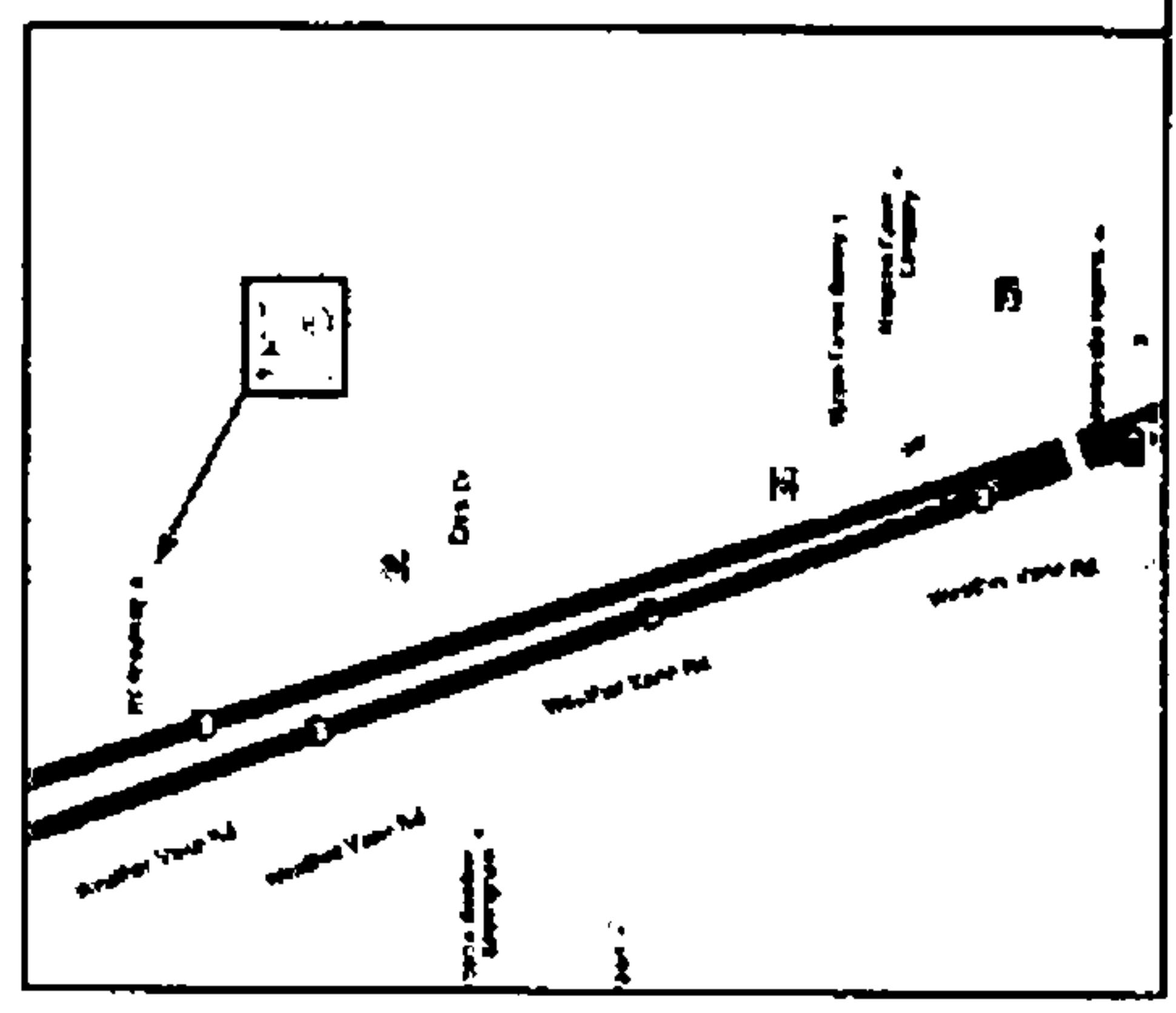
LOC 4
 I: 1- 45/4 CCA
 I: 2- 1000 W MH FLDS

ROW Agent *Shannon Hoyle*
Date Assigned *5-16-16*
Date Cleared *5-18-16*
Parcel # *7222437-001*
7222437-002



Filed and Recorded
 Official Public Records
 Judge James W. Fuhrmeister, Probate Judge,
 County Clerk
 Shelby County, AL
 09/26/2016 09:07:29 AM
 \$21.50 CHERRY
 20160926000350350

Signature



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