

21.50

DISTRIBUTION FACILITIES - RIGHT-OF-WAY EASEMENT

STATE OF ALABAMA

COUNTY OF Shelby

Land Value of Easement: \$500

Parcel No. 041120 001 046.000

911 Address 13065 HW 443

911 Address Nandiver, AL 35176

CVEC Map No. 9288204120

CVEC Work Order No. 867135

All facilities on Grantor:

This instrument prepared by:  
Coosa Valley Electric Cooperative  
69220 Alabama Highway 77  
Talladega, AL 35160  
By: S.C.W.

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned (whether one or more) Dana Otto (~~unmarried~~) (husband and wife) as grantor (s), (the "Grantor", whether one or more) for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto Coosa Valley Electric Cooperative, Inc., a cooperative corporation (hereinafter called the Cooperative) whose post office address is P. O. Box 837, Talladega, Alabama, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Shelby, State of Alabama, and more particularly described as follows: Section 12, Township 18S Range 3E, being portion of property described in Deed Book \_\_\_\_\_ Page Book \_\_\_\_\_ in the Probate office of said County.

and to construct, install, operate and maintain, upon, over, under and across the property along a route to be selected by the Cooperative which is generally shown on the Cooperative's final location drawing, all poles, towers, wires, conduits, cables, trans closures, transformers, anchors, guy wires and other Facilities useful or necessary in connection therewith (collectively, Facilities), for the overhead and/or underground distribution of electric power, and also the right to clear and keep clear by chemical means, machinery or otherwise, a strip of land extending five feet (5') to either side of the center line of underground Facilities and fifteen feet (15') to either side of the center line of overhead Facilities; to inspect and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as Cooperative may from time to time deem advisable, including, by way of example and not by way of limitation, the right to increase or decrease the number of conduits, wires, cables, handholes, manholes, connection boxes, transformers and transformer enclosures; further, the right in the future to install and utilize intermediate poles in line for overhead Facilities and the right to trim and cut and keep trimmed and cut all dead, weak, leaning, or dangerous trees or limbs outside of the thirty foot (30') strip for overhead Facilities that, in the sole opinion of the Cooperative, might now or may hereafter endanger, interfere with or fall upon any of the overhead Facilities; further, the right to implant, install, and maintain anchor(s) of concrete, metal, or other material on and under the property described above, and to construct, extend and maintain guy wires from such anchor(s) to structures now or hereafter erected adjacent to such property or property adjacent thereto (collectively, "Guy Wire Facilities") along a route to be selected by the Cooperative generally shown on the Cooperative's final location drawing; and also the right to trim and cut and keep trimmed and cut all dead, weak, leaning, or dangerous trees or limbs that, in the sole opinion of the Cooperative, might now or may hereafter endanger, interfere with or fall upon any of the Guy Wire Facilities; to keep the easement clear of all buildings, structures or other obstructions; and to license, permit or otherwise agree to the joint use or occupancy of the lines, system or, if any of said system is placed underground, of the trench and related underground facilities, by any other person, association or corporation.

Cooperative shall be held harmless for damages incurred to driveways, septic-systems, water systems, lawns, landscaping, trees, or other obstructions while installing Facilities at Grantor's request. It is the responsibility of the Grantor to locate any underground water, sewage, gas and/or telephone service lines, septic systems, and/or any other underground hindrances on the Grantor's property. The Cooperative shall use all reasonable care and diligence in the installation and maintenance of its Facilities.

Grantor hereby grants to the Cooperative all easements, rights, and privileges necessary or convenient for the full enjoyment and use thereof, including without limitation the right to ingress and egress to and from the Facilities and Guy Wire 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 and Guy Wire Facilities, as applicable.

In the event it becomes necessary or desirable for the Cooperative 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 Cooperative the right to relocate the Facilities and, as to such relocated Facilities, to exercise the rights granted above; provided, however, the Cooperative shall not relocate the 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 Cooperative and each of their respective heirs, personal representatives, successors, and assigns and the words "Cooperative" 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 Cooperative, its successors and assigns, forever.

IN WITNESS WHEREOF, the undersigned Grantor(s) has/have set his/her/their hand(s) and seal(s) this 26<sup>th</sup> day of September, 20 17

[Signature]  
Witness

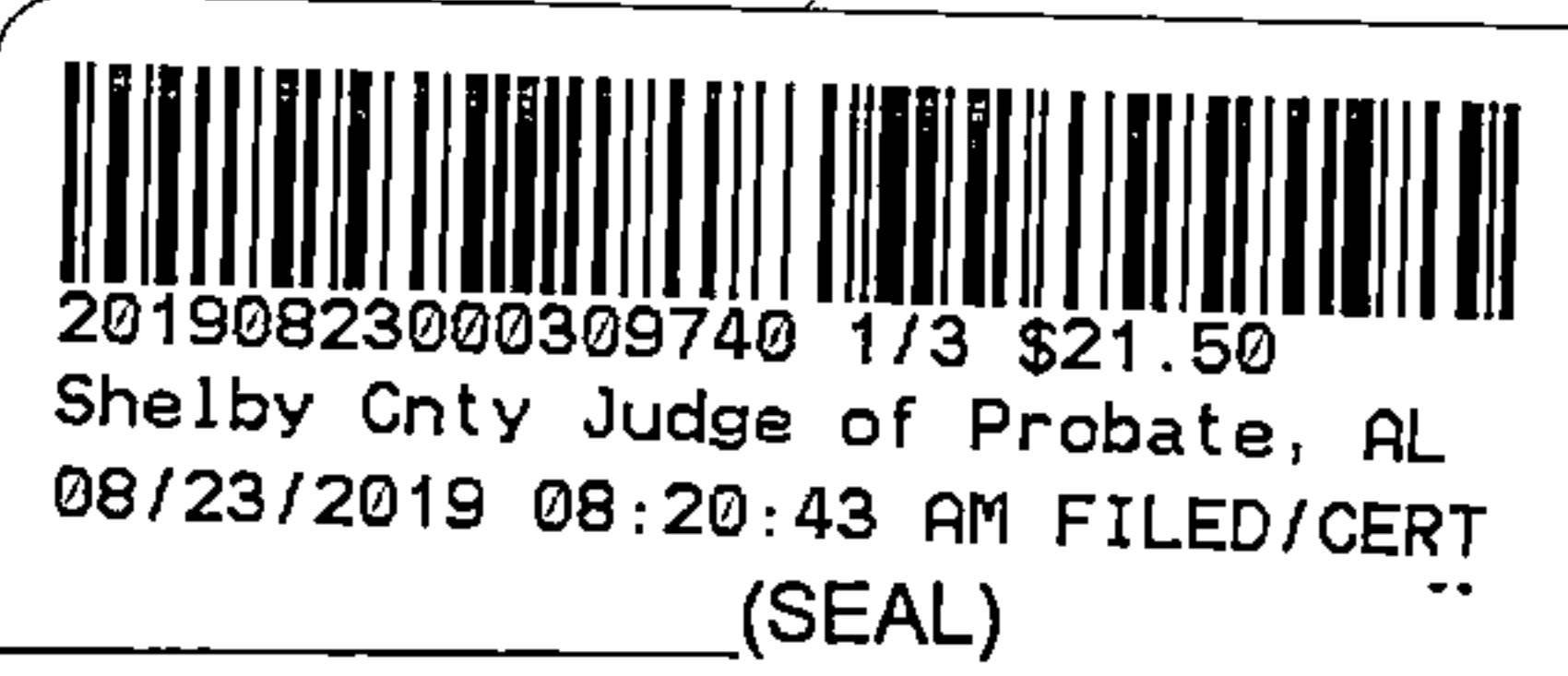
Dana Otto  
(Grantor)

Witness

(Grantor)

Witness

By: \_\_\_\_\_ (SEAL)  
As: \_\_\_\_\_



STATE OF ALABAMA  
St. Clair COUNTY

FORM OF ACKNOWLEDGMENT FOR INDIVIDUALS

**My Commission Expires 04-11-2018**

Spencer Whisenant, a Notary Public in and for said county in said State, hereby certify that Dana Otto whose name(s) is/are signed to the foregoing conveyance and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, has/have executed the same, voluntarily on the day the same bears date.

Given under my hand, this 26<sup>th</sup> day of September 20 17.

[Signature]  
Notary Public

ACKNOWLEDGMENT FOR AN OFFICIAL, OR OTHER PERSON, IN REPRESENTATIVE CAPACITY  
STATE OF ALABAMA  
\_\_\_\_\_ COUNTY

I, \_\_\_\_\_, a Notary Public in and for said county in said State, hereby certify that \_\_\_\_\_ whose name as \_\_\_\_\_ is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, in his capacity as such \_\_\_\_\_ executed the same, voluntarily on the day the same bears date.

Given under my hand, this \_\_\_\_\_ day of \_\_\_\_\_

Shelby County, AL 08/23/2019  
State of Alabama  
Deed Tax: \$.50

Notary Public



**CoosaValley™**  
ELECTRIC COOPERATIVE  
A Touchstone Energy Cooperative

740C Code: 1600.17

Job Number #: 367135

Alabama 811  
Ref#: 172692464 Good By: 2017-09-26  
Good Thru: 2017-10-12 Update By: 2017-10-10  
Locate Utilities: APCo/CVEC/AT&T/Charter.

	New	Retire
Poles:	0	1
OH Primary:	0	0
OH Secondary:	69	147
OH Service:	76	43
UG Primary:	0	0
UG Secondary:	0	0
UG Service:	0	0
Meters:	0	0
Consumers:	0	0
Lights:	1	1
Transformers:	0	0

Name: Frances Hill

Map No:

Address: 13065 Hwy 43

Substation: 08 - Stewarts Crossroads

Telephone: (205) 672-8425

Feeder: 0802

County: Shelby

ATC:

City: Vandiver, AL. 35176

Print Date: 2017-09-26

**Job Notes:**

Retire 2 poles.....re-route svc away from under 3-phase...consolidate to one lift pole. Locate good by: Thursday (09/28/2017) by 3:30pm CST. ENG ONLY: TRANSFER TICKET!!

**Required**

**Received**

- County/City Release:
- Staking Completed by: Spencer Whisenant Date: 2017-09-26
- ROW Completed by: \_\_\_\_\_ Date: \_\_\_\_\_
- Cons. Completed By: \_\_\_\_\_ Date: \_\_\_\_\_
- NJUNS Ticket Required: \_\_\_\_\_

2019092800090710 2/3 \$21.50  
 Shelby County Judge of Probate, AL  
 20170928 09:28:43 AM FILED/CERT

