

DISTRIBUTION FACILITIES - RIGHT-OF-WAY EASEMENT

All facilities on Grantor:

STATE OF ALABAMA

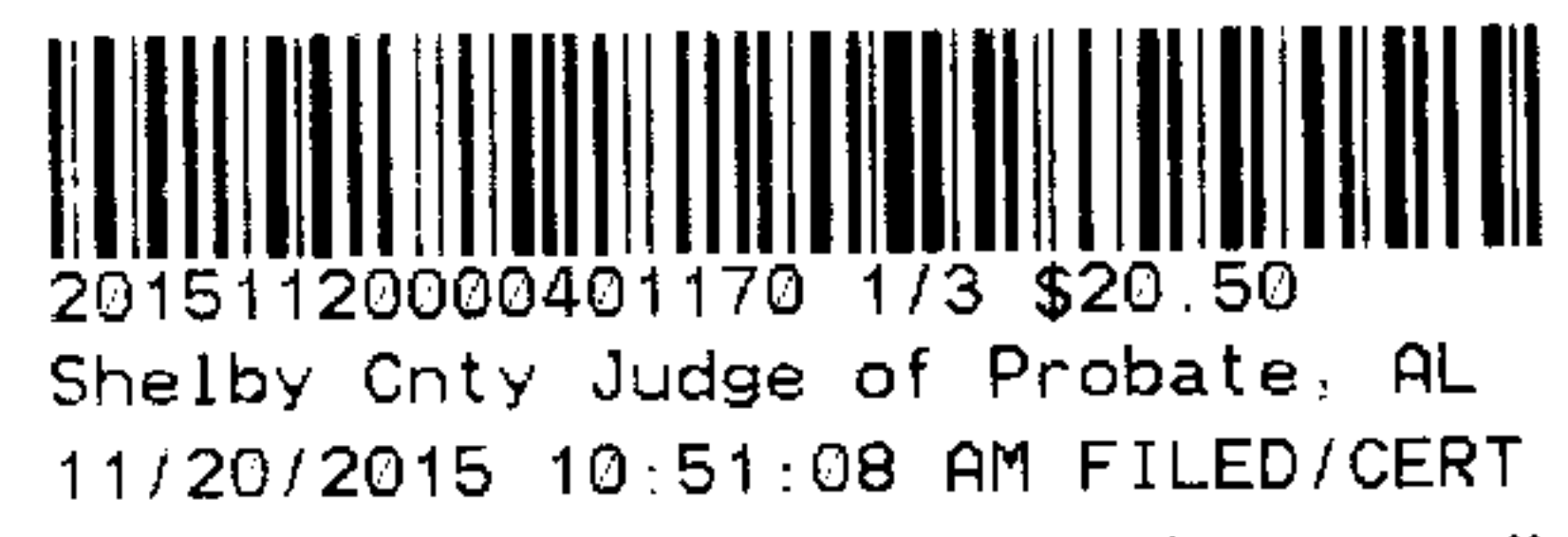
COUNTY OF Shelby

Land Value of Easement: \$500

Parcel No. 048270000001000  
911 Address 2150 Nyske Valley Ln.  
911 Address Stennis, AL 35147  
CVEC Map No. 831 339005  
CVEC Work Order No. 335870

This instrument prepared by:  
Coosa Valley Electric Cooperative  
69220 Alabama Highway 77  
Talladega, AL 35160  
By: Colby Clark

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, (whether one or more) Colby Clark  
(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 27, Township 105, Range 1E, 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, translosures, 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 14th day of Sept., 2015

Witness \_\_\_\_\_  
Shelby County, AL 11/20/2015  
State of Alabama  
Deed Tax: \$.50  
Witness \_\_\_\_\_  
Witness \_\_\_\_\_

Colby Clark  
(Grantor)  
Colby Clark  
(Grantor)  
By: \_\_\_\_\_ (SEAL)  
As: \_\_\_\_\_

FORM OF ACKNOWLEDGMENT FOR INDIVIDUALS

STATE OF ALABAMA  
Talladega COUNTY

I, Lucas Ambrester, a Notary Public in and for said county in said State, hereby certify that Colby Clark  
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 by hand, this 14th day of Sept., 2015

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Feb 17, 2017  
BONDED THRU NOTARY PUBLIC UNDERWRITERS  
Lucas Ambrester  
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 \_\_\_\_\_, 20\_\_\_\_.

Notary Public



**Coosa Valley**  
ELECTRIC COOPERATIVE

A Touchstone Energy Cooperative

740C Code: 102.17

Job Number #: 335793

Name: COLBY F CLARK

Address: 2150 MYSTIC VALLEY VIEW LN

Telephone: 205-672-7057

City: STERRETT

County: Shelby

Print Date: 2015-10-12

Substation: 08 - Stewarts Crossroads

Feeder: SBS\_0802

Board District:

ATC:

Alabama 811

Ref#: 152850037

Good By: 2015-10-14

Good Thru: 2015-10-28

Update By: 2015-10-26

Locate Utilities:

	New	Retire
Poles:	1	0
OH Primary:	590	0
OH Secondary:	0	0
OH Service:	74	0
UG Primary:	0	0
UG Secondary:	0	0
UG Service:	0	0
Meters:	1	0
Consumers:	0	0
Lights:	0	0
Transformers:	1	0

20151120000401170 2/3 \$20.50  
Shelby Cnty Judge of Probate, AL  
11/20/2015 10:51:08 AM FILED/CERT

**Job Notes:**  
ONE POLE TAP TO WELL PUMP BESIDE HIGH LINE. LOCATE GOOD BY 7:30AM. LOCATE UTILITIES: APCO, CHARTER, CVEC, ATT

Required

Received

County/City Release:

Staking Completed by: Lucas Armbruster

Date: 2015-10-09

ROW Completed by:

Date:

OH Construction Completed by:

Date:

UG Construction Completed by:

Date:



MAP# 831339005  
2150 MYSTIC VALLEY VIEW LN  
STERRETT, AL

TRIM ROW/NO  
CLEAN UP

WELL  
PUMP

- #1
- (E) A4 (1)
  - (E) E2.1/8M (1)
  - (E) F2.8 (1)
  - (E) H1.1 (1)
  - (E) P40.5 (1)
  - (N) VA5.1T/2 (1)
  - (R) E2.1/8M (1)
  - (R) F2.8 (1)

- #2
- (N) 2A (590)
  - (N) E2.1/10M (1)
  - (N) F2.12 (1)
  - (N) G15.240 (1)
  - (N) GVS1.1LT10 (1)
  - (N) H1.1 (1)
  - (N) J1.4 (1)
  - (N) P40.4 (1)
  - (N) VA5.1/2 (1)
  - (N) WCS (1)

- #3
- (N) 2S.200 (1)
  - (N) 2TXS (74)
  - (N) K2.1S (1)
  - (N) SVC2TXS (1)
  - (N) WCS (1)

20151120000401170 3/3 \$20.50  
Shelby Cnty Judge of Probate, AL  
11/20/2015 10:51:08 AM FILED/CERT



100