Source of Title:

Deed Book 356, Page 972 EASEMENT - POLE LINE

STATE OF ALABAMA COUNTY OF SHELBY W.E. No. A6170-23-A215

APCO Parcel No. 70273510



Shelby Cnty Judge of Probate, AL 09/26/2016 07:56:03 AM FILED/CERT

This instrument prepared by: Dean Fritz

Alabama Power Company 2 Industrial Park Drive Pelham, AL 35124

KNOW ALL MEN BY THESE PRESENTS, That _____ James E Patrick, a single man

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 described below.

The right from time to time to construct, install, operate and maintain upon, over and across the Property described below, all poles, towers, wires, fiber optics, cables, communication lines, transformers, anchors, guy wires and other facilities useful or necessary in connection therewith (collectively, the "Facilities") for the overhead transmission and distribution of electric power and communications, along a route selected by the Company which is generally shown on the Company's drawing attached hereto and made a part hereof and which is to be determined by the locations in which the Company's Facilities are installed, and also the right to clear and keep clear a strip of land extending fifteen feet (15') from each side of the center line of the Facilities; further, the right in the future to install and utilize intermediate poles and Facilities on said strip, 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 the Facilities that, in the sole opinion of the Company, may now or hereafter endanger, interfere with or fall upon any of the 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 the Facilities 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 or above said Facilities.

The easements, rights and privileges granted hereby shall apply to, and the word "Property" as used in this instrument shall mean, the following real property situated in Shelby County, Alabama (the "Property"): Two parcels of land both located in the SW% of the NE% of Section 8, Township 24 North, Range 12 East more particularly described in those certain instruments recorded in Deed Book 356, Page 972, in the Office of the Judge of Probate of said county, Alabama.

It is agreed that in the event said poles and appliances materially interfere with the construction of buildings or other permanent structures that may be erected on Grantor's land in the future, Grantee will relocate said poles and appliances one time and at Grantee'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 Grantee 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 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 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 said Company, its successors and assigns, forever.

IN WITNESS WHEREOF, the undersigned Grantor has executed the	
20 <u>15</u> .	gamer ? Paturn (SEAL
Witness	(Grantor) JAMes Edward Pathill (SEAL)
Print Name	Print Name

Rev. 10/12/11



For Alabama Power Company Corporate Real Esta	te Department Use Only Parcel No: 70293510
All facilities on Grantor: Station to Station:	3700 to Lic 14 +00
Guy	A loc 3400
INDIVIDUAL NOTARIES	
STATE OF ALABAMA	
COUNTY OF Shelby	
1. April Price. an	lotary Public, in and for said County in said State, hereby certify that
James E. Patrick	whose name(s) (as _grantor(s)
is/are signed to the foregoing instrument and who is/are known to me.	acknowledged before me on this day that being informed of the contents of the instrument
he/she/they [in such capacity as aforesaid] executed the same volunta	rily.
Given under my hand and official seal this the day	or 12015.
	655
	Notary Public \
SEALI	My commission Expires SEPTEMBER 20, 2015
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STATE OF ALABAMA	
COUNTY OF	
!,, a N	Notary Public, in and for said County in said State, hereby certify that
	whose name(s) [as <u>grantor(s)</u>
is/are signed to the foregoing instrument and who is/are known to me,	acknowledged before me on this day that being informed of the contents of the instrument
he/she/they [in such capacity as aforesaid] executed the same volunta	nily.
Given under my hand and official seal this the day	of, 20
	Notary Public
[SEAL]	My commission expires:
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20160926000349610 2/3 \$21.50 Shelby Cnty Judge of Probate, AL

Rev. 10/12/11

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