

**DISTRIBUTION FACILITIES - RIGHT-OF-WAY EASEMENT**

STATE OF ALABAMA

COUNTY OF Shelby

Land Value of Easement: \$500

Parcel No. 04929000007003  
 911 Address 50 Crystal Lake Dr  
 911 Address Shelby, AL  
 CVEC Map No. 6000001040  
 CVEC Work Order No. 358167

All facilities on Grantor: ☒

This instrument prepared by:

Coosa Valley Electric Cooperative  
 69220 Alabama Highway 77  
 Talladega, AL 35160  
 By: LA

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, (whether one or more) Michael Donahoo  
 (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 29, Township 18S, Range 1E, being portion of property described in Der  
 Probate office of said County.

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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 22nd day of Mar, 20 17

[Signature]  
 Witness

Michael Donahoo  
 (Grantor)

Witness

(Grantor)

Shelby County, AL 07/26/2017  
 State of Alabama  
 Deed Tax: \$ .50

Witness

By:  
 As:

STATE OF ALABAMA

**FORM OF ACKNOWLEDGMENT FOR INDIVIDUALS**

Talladega COUNTY

I, Lucas Armbrister, a Notary Public in and for said county in said State, hereby certify that Michael Donahoo  
 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 22nd day of Mar, 20 17  
LUCAS S. ARMBRISTER  
 Notary Public  
 Alabama State at Large

[Signature]  
 Notary Public  
 My Commission Expires  
 February 6, 2021

**ACKNOWLEDGMENT FOR AN OFFICIAL, OR OTHER PERSON, IN REPRESENTATIVE CAPACITY**

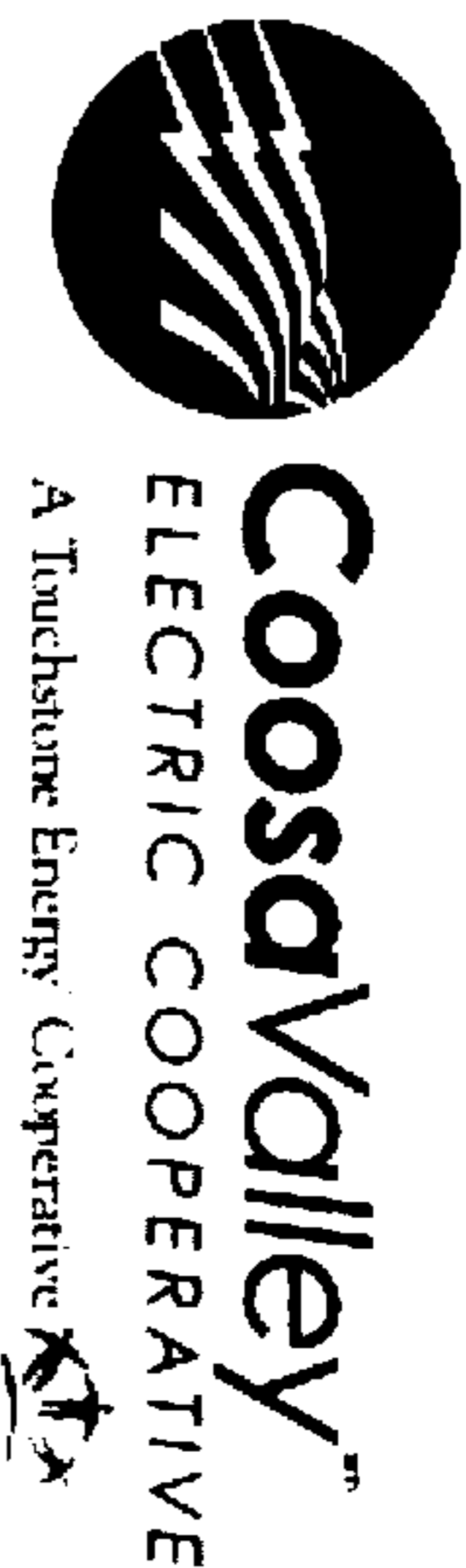
STATE OF ALABAMA

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



740C Code: 1600.17      Job Number #: 358167

Alabama 811  
Ref#: 170870286      Good By: 2017-03-30  
Good Thru: 2017-04-13      Update By: 2017-04-11  
Locate Utilities: APCO, ATT, CHARTER, CVEC, STERRETT  
VANDIVER WATER

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Name: MICHAEL F DONAHOO      Map No: 60000001040  
Address: 50 CRYSTAL LAKE DR      Substation: 08 - Stewarts Crossroads  
Telephone: 205-281-1417      Feeder: SBS\_0802  
County: Shelby      ATC: 5700  
City: STERRETT      Print Date: 2017-03-28

Job Notes:  
RELOCATE A5 AT ENTRANCE OF DRIVEWAY. CUSTOMER TO DIG TRENCH  
AND INSTALL PIPE. GOOD BY 8AM.

	New	Retire
Poles:	1	1
OH Primary:	176	0
OH Secondary:	0	0
OH Service:	0	0
UG Primary:	88	0
UG Secondary:	0	0
UG Service:	0	0
Meters:	0	0
Consumers:	0	0
Lights:	0	0
Transformers:	1	1

Required	Received
<input type="checkbox"/> County/City Release:	<input type="checkbox"/>
<input checked="" type="checkbox"/> Staking Completed by: Lucas Armbruster	Date: 2017-03-27
<input type="checkbox"/> ROW Completed by: _____	Date: _____
<input type="checkbox"/> Cons. Completed By: _____	Date: _____
<input type="checkbox"/> NJUNS Ticket Required: _____	



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