

Source of Title:  
20110805000230310

EASEMENT – DISTRIBUTION FACILITIES

500.00

STATE OF ALABAMA  
COUNTY OF SHELBY

20170915000337970  
09/15/2017 03:02:23 PM  
ESMTAROW 1/3

This instrument prepared by: Dean Fritz

Alabama Power Company  
2 Industrial Park Drive  
Pelham, AL 35124

KNOW ALL MEN BY THESE PRESENTS, That the undersigned **City of Pelham** (hereinafter known as "Grantors", whether one or more) for and in consideration of One and No/100 Dollar (\$1.00) and other good and valuable consideration paid to Grantors in hand by Alabama Power Company, a corporation, the receipt and sufficiency of which are hereby acknowledged, do hereby grant to said Alabama Power Company, its successors and assigns (hereinafter the "Company"), the following easements, rights, and privileges:

**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, trans closures, 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 determined by the location(s) in which the Company's facilities are to be installed. The width of the Company's right of way will depend on whether the Facilities are underground or overhead: for underground, the right of way will extend five (5) feet on all sides of said Facilities as and where installed; for overhead Facilities, the right of way will extend fifteen (15) feet on all sides of said Facilities as and where installed.

The Company is further granted all the rights or privileges necessary or convenient for the full enjoyment and use of said right of way for the purposes above described, including, without limitation, the right of ingress and egress to and from said Facilities, as applicable, the right to excavate for installation, replacement, repair and removal of said Facilities, the right in the future to install intermediate poles and facilities on said right of way, the right to install, maintain, and use anchors and guy wires on land adjacent to said right of way, and also the right to cut, remove, and otherwise keep clear any and all trees, undergrowth, structures, obstructions, or obstacles of whatever character, on, under and above said right of way, as applicable. 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 aforementioned right of way that, in the opinion of the Company, may now or hereafter endanger, interfere with, or fall upon any of said overhead Facilities.

The easements, rights and privileges granted hereby shall apply to, and the word "Property" as used in this instrument shall mean the real property more particularly described in that certain instrument recorded in **Instrument #20110805000230310**, in the Office of the Judge of Probate of the above named 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, Grantors hereby grant 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 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 Grantors, the Company and each of their respective heirs, personal representatives, successors and assigns and the words "Company" and "Grantors" 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 Company, its successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantors have caused this instrument to be executed by Gary W Waters, its authorized representative, as of the 24th of July, 2017.

ATTEST (if required) or WITNESS:

By: \_\_\_\_\_

Its: \_\_\_\_\_

City of Pelham  
(Grantor)  
By: Gary W Waters (SEAL)  
Its: Mayor  
[Indicate President, General Partner, Member, etc.]

For Alabama Power Company Corporate Real Estate Department Use Only

All facilities on Grantor: Yes Location to Location: \_\_\_\_\_

NE ¼ of the SW ¼ of Section 12, Township 20 South, Range 3 West

W.E. No. A6170-06-AG17 Transformer No. T005PG

CORPORATION NOTARY

7222 8722-001

STATE OF Alabama

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COUNTY OF Shelby

I, Joel Dean Fritz, a Notary Public, in and for said County in said State, hereby  
certify that Gary W Waters, whose name as Mayor  
of City of Pelham, a municipality,

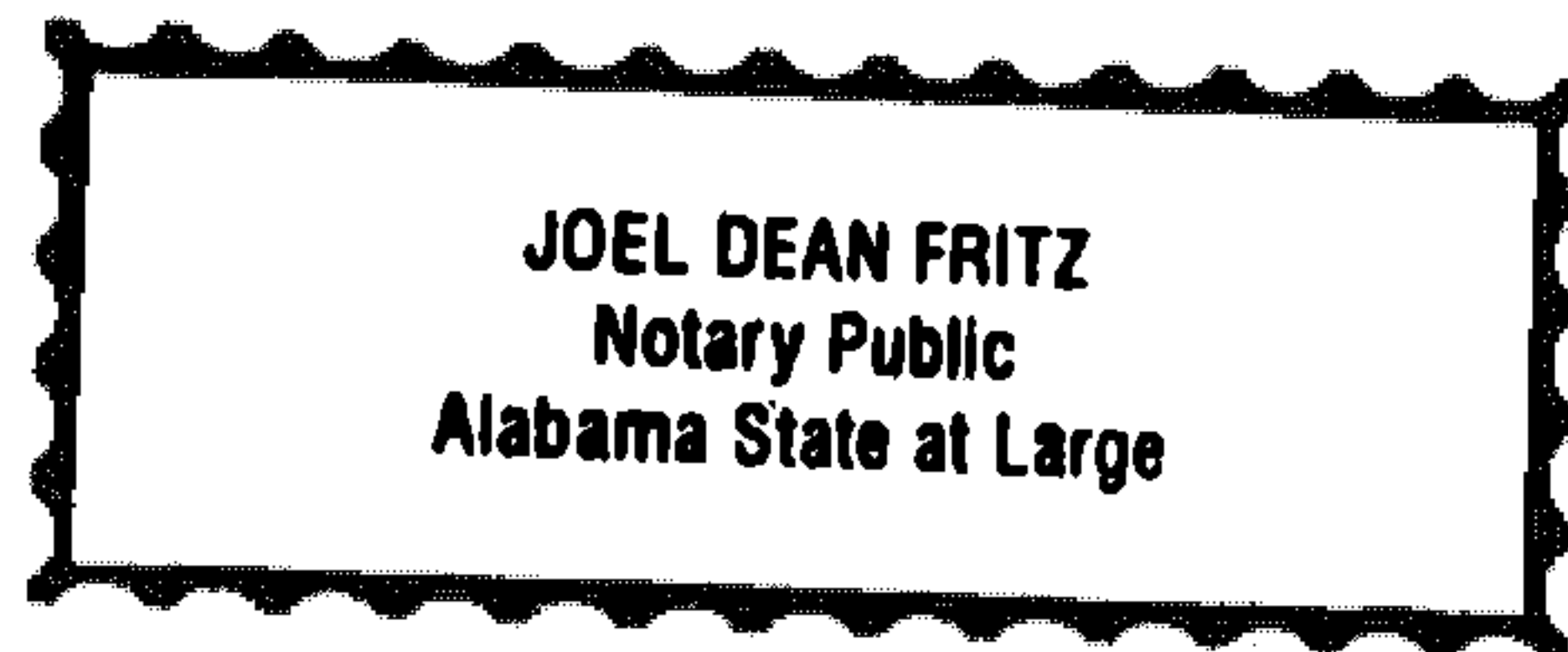
is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of  
this instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said municipality.

Given under my hand and official seal, this the 24<sup>th</sup> day of July, 20 17.

[SEAL]

Joel Dean Fritz  
Notary Public

My commission expires: 12-3-18





SKETCH OF PROPOSED WORK - SIMPLIFIED W.E.

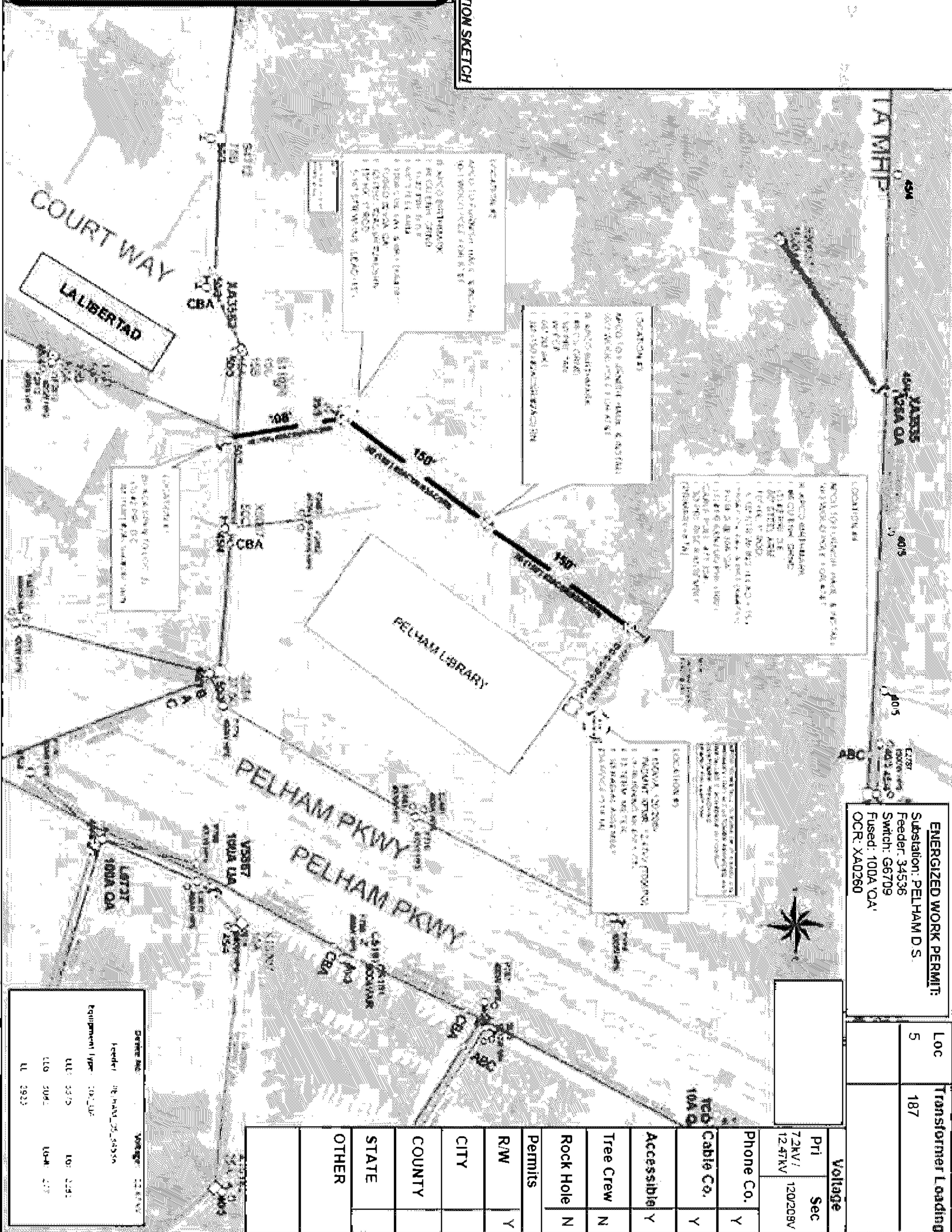
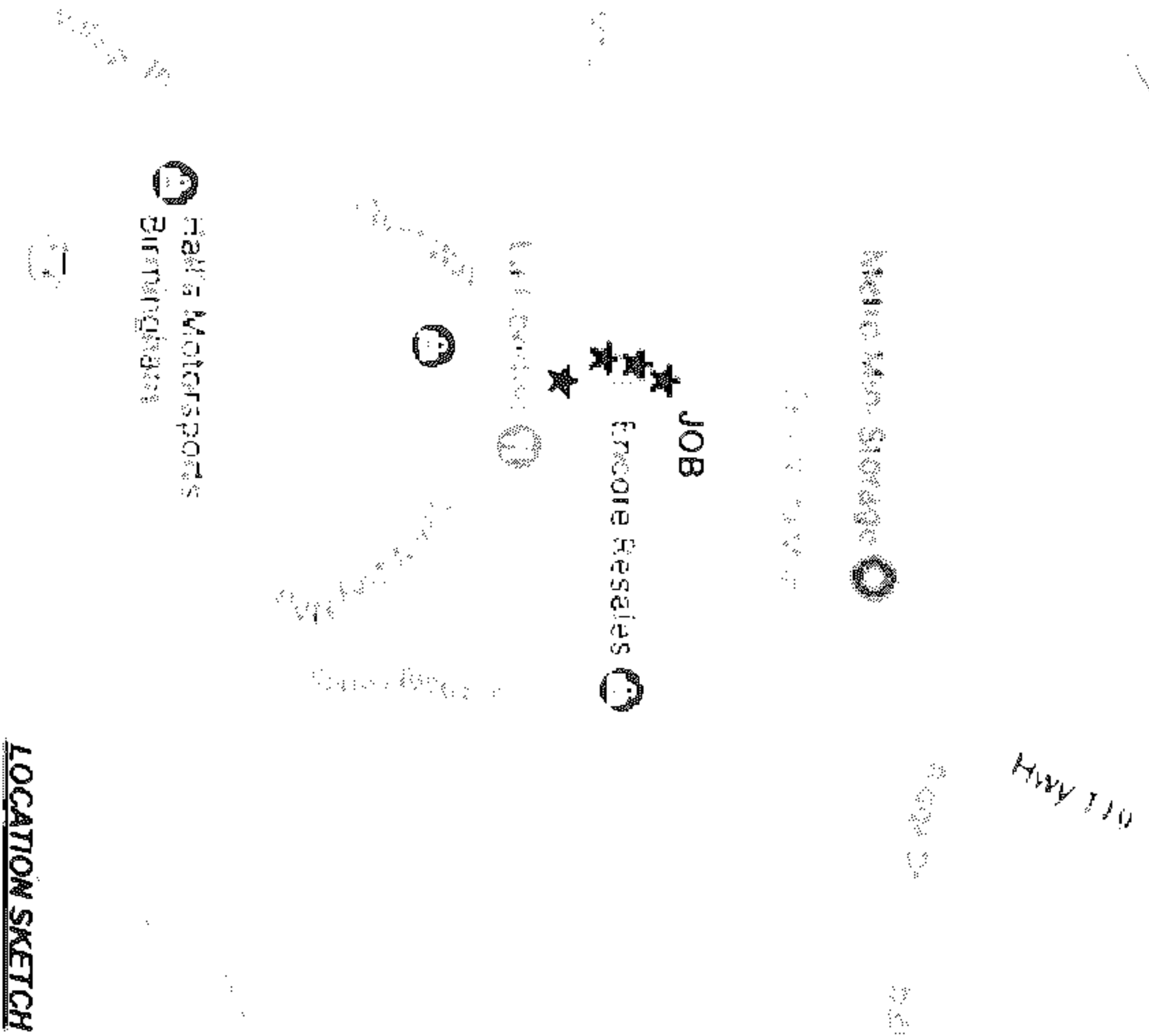
Map Center UTM: 1699279 11090819

Map Center Lat/lon: 33.306555 -86.807272

1 inch = 108 feet N.T.S.

Customer	Location	Comd. Svc Date	County	Section	Township	Range	Add'l Info.	Estimate No.
PELHAM LIBRARY	2820 PELHAM PKWY	12/31/2017	Shelby	12	20S	03W		A6170-06-AG17
Division	District	Town	UserID	Created:	Substation			MSSALL#
BIRMINGHAM-SOUTH	METRO SOUTH	PELHAM	#11507 kennhart	7/21/2017	PELHAM D.S.	X- 34536	Y- 66709	

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R/W Agent Dean Fite  
Date Assigned 7-20-17  
Date Cleared 7-25-17  
Parcel # 72228722-001

*Signature*

