

Source of Title:
Instrument #20060622000298970

EASEMENT – DISTRIBUTION FACILITIES

STATE OF ALABAMA
COUNTY OF SHELBY

This instrument prepared by: Dean Fritz

Alabama Power Company
2 Industrial Park Drive
Pelham, AL 35124

500.00

20180223000057400
02/23/2018 09:10:58 AM
ESMTAROW 1/3

KNOW ALL MEN BY THESE PRESENTS, That the undersigned **Circle K Stores, Inc., a Texas corporation** (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 #20060622000298970, 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 Randy Hornz, its authorized representative, as of the 30th of January, 2018.

ATTEST (if required) or WITNESS:

By: Michelle Anderson
Its: Real Estate Specialist

Circle K Stores, Inc., a Texas corporation
(Grantor)
By: [Signature] (SEAL)
Its: Assistant Secretary
[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 NW ¼ of Section 29, Township 19 South, Range 2 West

W.E. No. A6173-06-A218

Transformer No. T00AW8

STATE OF Florida20180223000057400 02/23/2018 09:10:58 AM ESMTAROW
2/3COUNTY OF EscambiaI, Deborah M. Bratton
Randy Hone

, a Notary Public, in and for said County in said State, hereby certify that
whose name as Assistant Secretary of
Circle K Stores, Inc., a Texas corporation, 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
Corporation.

Given under my hand and official seal, this the 30th day of January, 2018.

[SEAL]

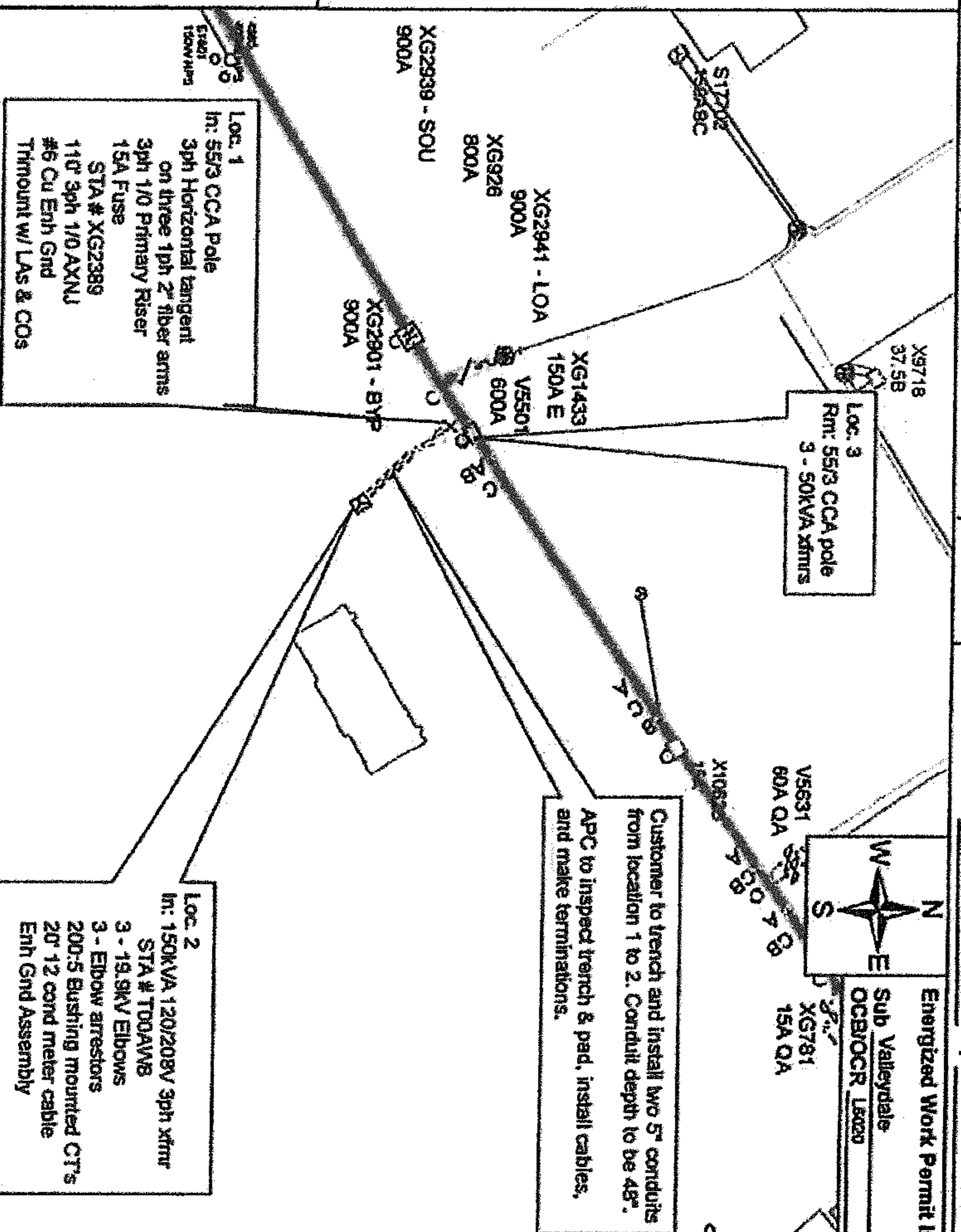
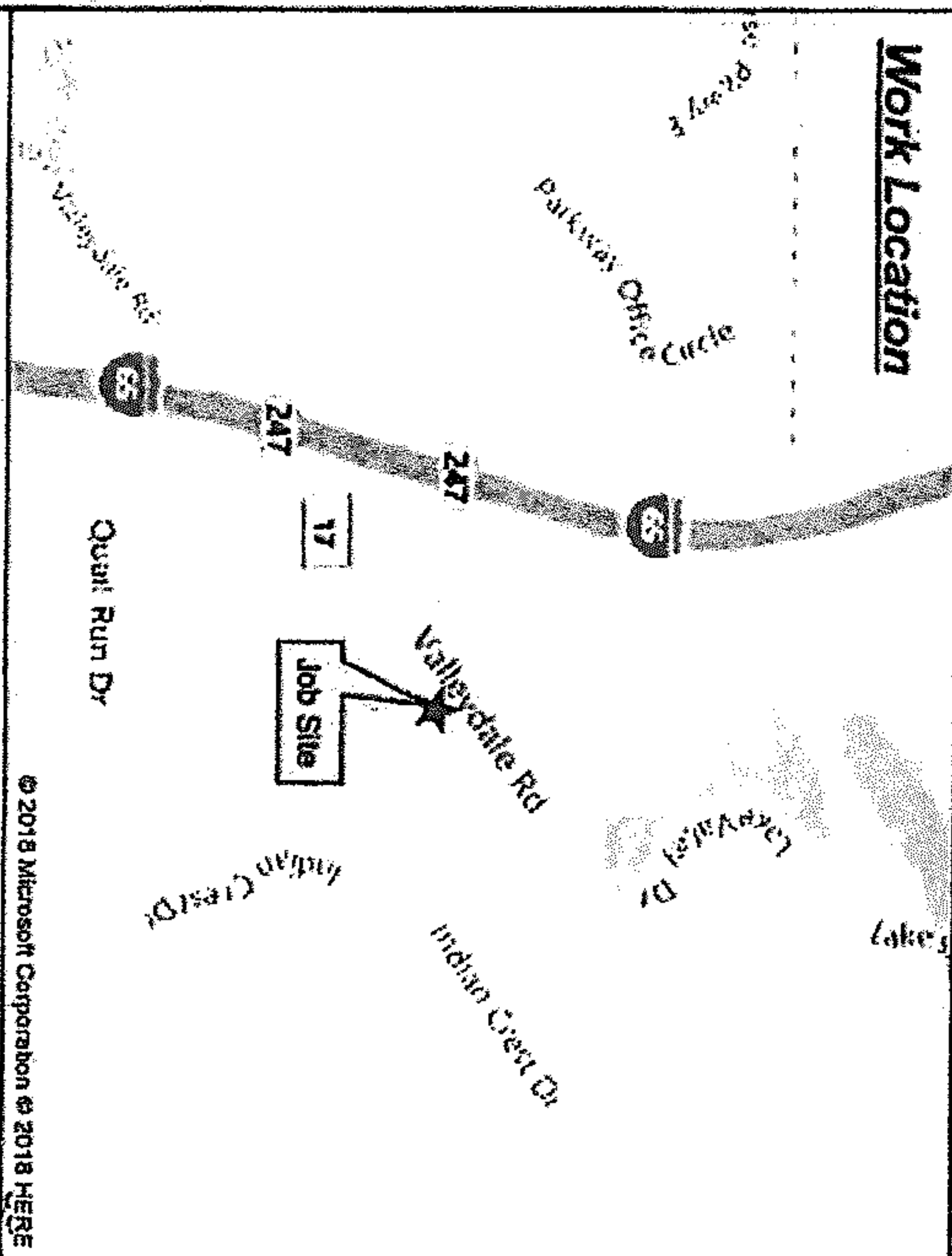
Deborah M. Bratton
Notary Public
My commission expires: 4/21/2018



DEBORAH M. BRATTON
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF114752
Expires 4/21/2018

Estimate No.
A6173-06A218

Work Location

[illegible]

POINT OF SERVICE: CONSUMERS NOT OBTAINING NECESSARY SCOUTS OF WORK CALL JOHN CANNON, OR DARRIN GORDON, DIRECT, PHONE 202-658-1724 FOR INQUIRY AND PAID NOTIFICATION. AND/OR BY MAIL, BEFORE THEBACH BACKCUTTED & PAID NOTIFIED.

(B) AFTER WORKING NOTIFICATION

THIS PROPOSAL WILL BE REBID/PAID BY COMPANY ATTACHED TO THE WAREHOUSE. THE CUSTOMER WILL BE REBID/PAID BY THE COMPANY.

IF, AFTER 90 DAYS OF THE DATE OF REBID/PAID BY THE COMPANY, THE CUSTOMER IS NOT READY TO ACCEPT SERVICE, THIS PROPOSAL WILL BE REVERSED AND SUBJECT TO REBID/PAID BY CANCELLATION.

APPROVED: [Signature]

PRINT NAME: David Redburn UP 2/15/18

DATE: 2/15/18

RMW Agent Dean Fritz
Date Assigned 1-24-18
Date Cleared 1-30-18
Parcel # 72232875-001

Josh Gwynn
APCo Engineer
Tel 205-222-1266
Radio ~~1404~~ 4
jgwynn@southemco.com

Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
02/23/2018 09:10:58 AM
\$21.50 JESSICA
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