Source of Title: Instrument #20180726000266820

**EASEMENT - DISTRIBUTION FACILITIES** 

STATE OF ALABAMA

5000

COUNTY OF SHELBY

This instrument prepared by: Dean Fritz

Alabama Power Company 2 Industrial Park Drive Pelham, AL 35124

20181017000367430 10/17/2018 11:58:23 AM ESMTAROW 1/3

KNOW ALL MEN BY THESE PRESENTS, That the undersigned Josh Houston and wife, Jennifer Houston
(\$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 a hereby acknowledged, do hereby grant to said Alabama Power Company, its successors and assigns (hereinafter the "Company"), the following easements, right and privileges:
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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, transclosures, 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 #20180726000266820, 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 sum in WITNESS WHEREOF, the undersigned Grantors have	executed this instrument on this the gray of October, 2018.	
Witness Signature (non-relative)	(Grantot)	(SEAL)
Print Name	Print Name	
Witness Signature (non-relative)	(Granton)—	(SEAL)
Print Name	Print Name	

## For Alabama Power Company Corporate Real Estate Use Only

All facilities on Grantor V Location to Location:

The NW 1/4 of the SW 1/4 of Section 30, Township 20 South, Range 1 West and also in the NE 1/4 of the SE 1/4 of Section 25, Township 20 South, Range 2 West.

W.E. No. <u>A6170-00-EY18</u>

Transformer No. T00WFV

## INDIVIDUAL NOTARY

## 20181017000367430 10/17/2018 11:58:23 AM ESMTAROW 2/3

STATE OF Alabama	
COUNTY OF She/by	
1, <u>Joel Ban Fitz</u>	
Josh and Jennifer Houston	, a Notary Public, in and for said County in said State, hereby certify that
	Whose name(s) as
informed of the contents of the instrument, he/she/they [in st	e foregoing instrument and who is/are known to me, acknowledged before me on this day that being
- Th-	capacity as alpresaid executed the same voluntarily.
Given under my hand and official seal this the day	of
	and the
	Notary Public
	My commission expires:
	JOEL DEAN FRITZ
INDIVIDUAL NOTARY	Notary Public Alabama State at Large
	a taige
STATE OF	
COUNTY OF	
	, a Notary Public in and for said County in said Out.
	that
grantor)s)] is/are signed to the	whose name(s) as foregoing instrument and who is/are known to me, acknowledged before me on this day that being
nformed of the contents of the instrument, he/she/they [in suc	ch capacity as aforesaid] executed the same voluntarily.
Given under my hand and official seal this the day o	f, 20
	Notary Public
[SEAL]	My commission expires:



