

Source of Title:

APC Doc # 72234397-001

Instrument Nos. 20080521000207730, 20080521000207710 and 20080521000207750

EASEMENT - DISTRIBUTION FACILITIES

20190104000003890

STATE OF ALABAMA
COUNTY OF SHELBY

500-00

01/04/2019 01:29:08 PM

ESMTAROW 1/3

This instrument prepared by: Shannon Floyd

Alabama Power Company
Attn: Corporate Real Estate / 12N-0982
P. O. Box 2641
Birmingham, Alabama 35291

KNOW ALL MEN BY THESE PRESENTS, That the undersigned Barry Matthew Silver and Beth Ann Rosenstein Silver, Trustees of the Silver Family Revocable Trust Dated May 4, 2001 (hereinafter known as "Grantors", whether one or more), by and through its duly authorized Trustee, 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, translosures, 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 Numbers: 20080521000207730, 20080521000207710 and 20080521000207750, 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 undersigned Grantors have caused this instrument to be executed by Barry M Silver, its authorized representative, and Beth Ann Rosenstein Silver, its authorized representative, as of the 13th day of June, 2018.

ATTEST (if required) or WITNESS:

By: _____

Its: _____

Silver Family Revocable Trust Dated May 4, 2001

By: Barry M Silver (SEAL)

Barry Matthew Silver

Its: Trustee

ATTEST (if required) or WITNESS:

By: _____

Its: _____

Silver Family Revocable Trust Dated May 4, 2001

By: Beth Ann Rosenstein Silver (SEAL)

Beth Ann Rosenstein Silver

Its: Trustee

For Alabama Power Company Corporate Real Estate Department Use Only

All facilities on Grantor: No

Location to Location: Loc 36+212 to Loc 36+227

SW 1/4 of the NE 1/4 of Section 4, Township 22, Range 2 West

W.E. No. A6170-20-A117

Transformer No. XA4391

APC Document # 72234397-001

REV 3/15/16

72234397-001

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Marin)On June 13th 2018 before me, Michael D. Forster, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Barry Matthew Silver

Name(s) of Signer(s)

Beth Ann Rosenstein Silver

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

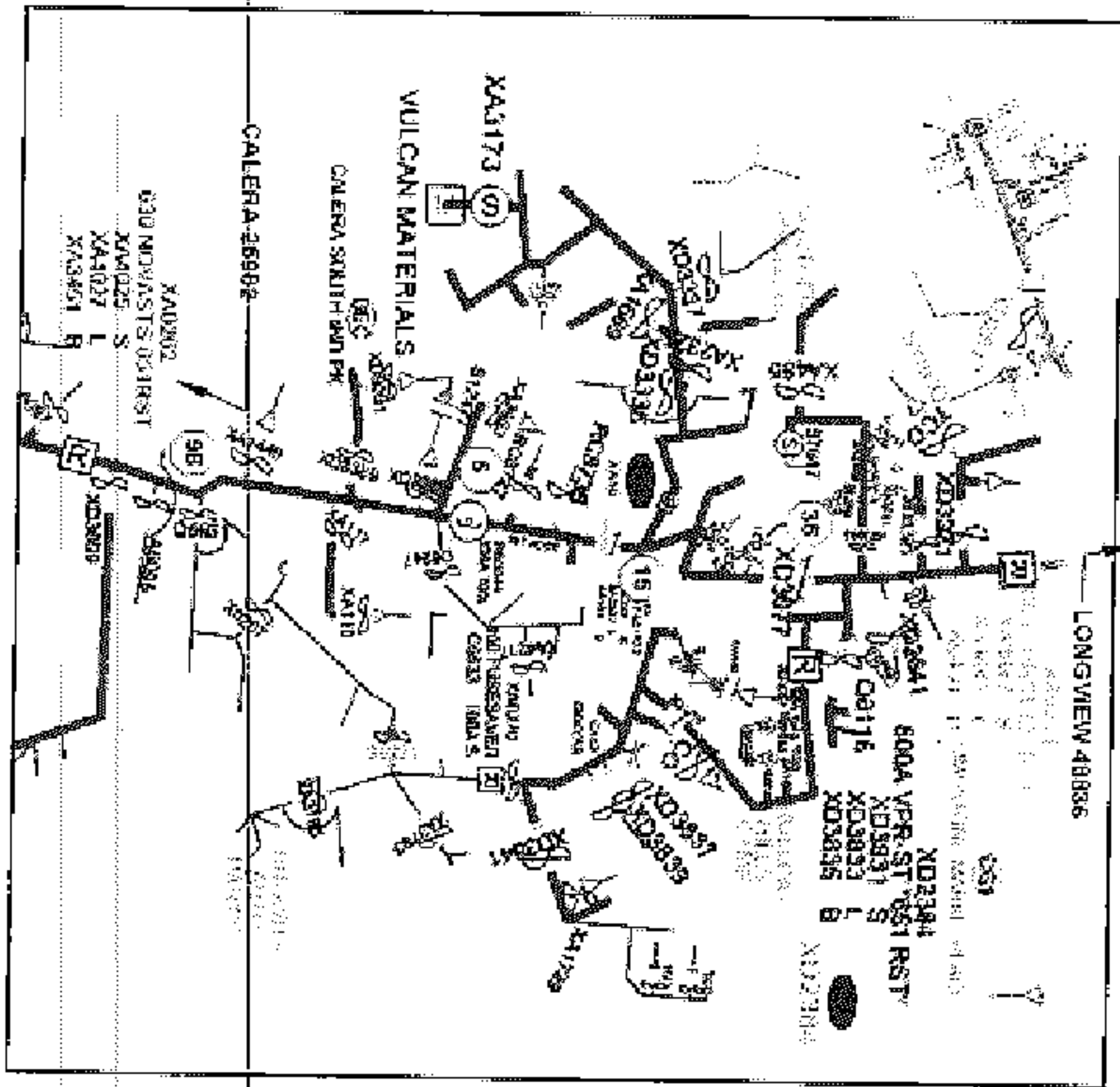
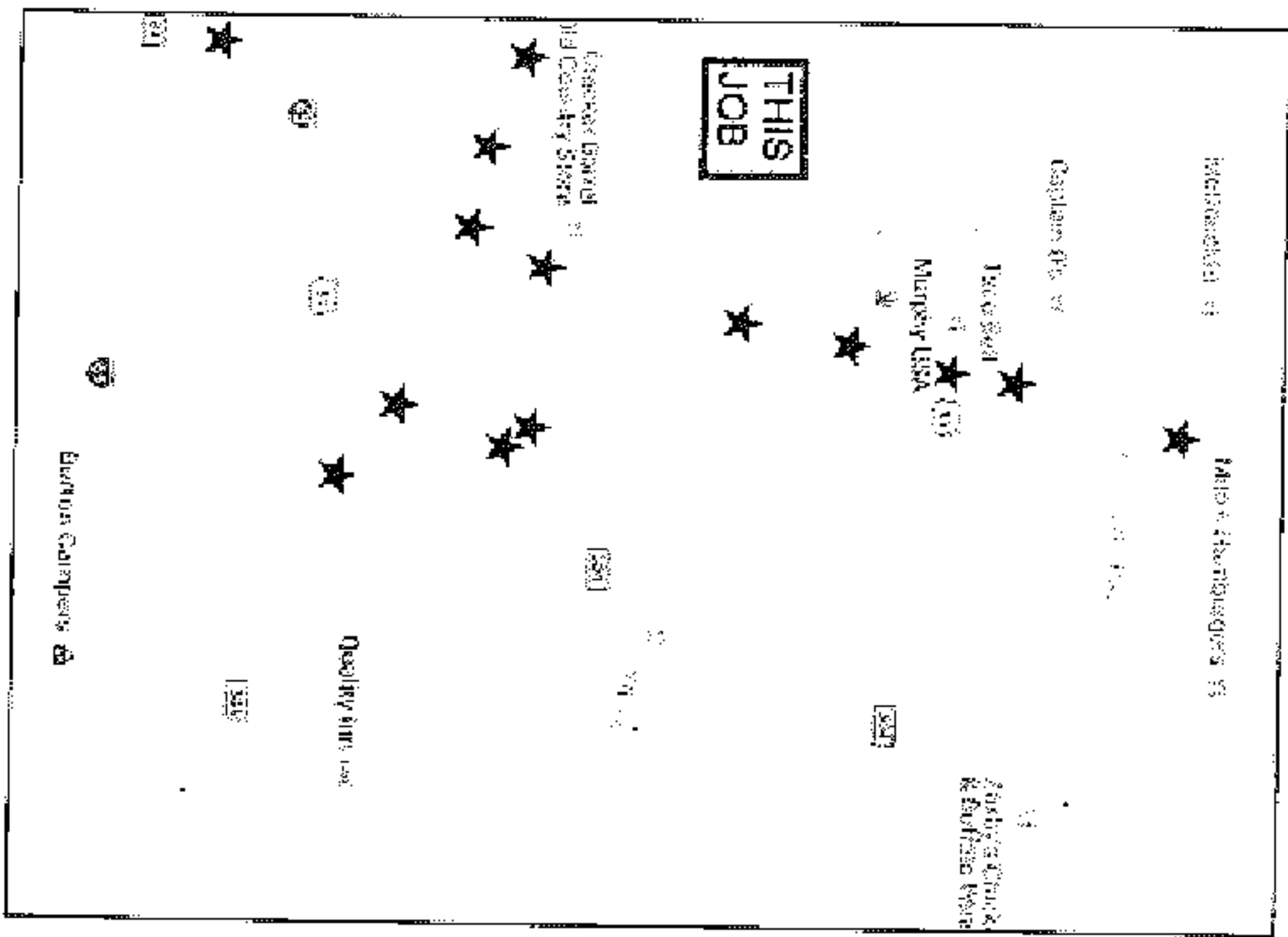
Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____



Road R/W:
Loc 36+00 to Loc 36+212
Loc 36+227 to Loc 34+00



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County Clerk
Shelby County, AL
01/04/2019 01:29:08 PM
522.50 CHERRY
20190104000003890

Allen S. Boyd

SKETCH OF PROPOSED WORK - SIMPLIFIED W.E.

Customer	Location	Division	Map County UTM	Map Grid Cell	Section	Township	Range	Add'l Info	Estimate No.
Calera Bridge Widening	Highway 31	Elmington	17T240	33 145197	4	23S	62W		AS170-20-417
District	ACQUISITION AGENT	DATE ASSIGNED	DATE CLEARED	Engineer	Created	Substation			
Map South	Shannon Floyd	9/16/18		228/18	2/2018	Calera			
				County					
				Shelby					
				Engineer					
				James Robinson 10/24					
				Ref: 10/24/18					
				Y: X-0262					
				G: 26/18 @ 7:30AM					
				U: 2/18/18					

