

Source of Title:

Instrument Nos. 20080521000207730, 20080521000207710 and 20080521000207750

APC Doc 72234397-002

EASEMENT - DISTRIBUTION FACILITIES

STATE OF ALABAMA
COUNTY OF SHELBY

500.00

20190104000003900
01/04/2019 01:29:09 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 Rob Wolf and Jennifer L. Wolf, as Trustees of the Rob Wolf and Jennifer L. Wolf Revocable Trust Dated December 11, 2006 (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 Rob Wolf, its authorized representative, and JENNIFER L. WOLF, its authorized representative, as of the 9th day of JULY, 2018.

ATTEST (if required) or WITNESS:

By: [Signature]

Its: Jason Russell, witness

Rob Wolf and Jennifer L. Wolf Revocable Trust Dated December 11, 2006

By: [Signature] (SEAL)

Rob Wolf

Its: Trustee

ATTEST (if required) or WITNESS:

By: [Signature]

Its: Jason Russell, witness

Rob Wolf and Jennifer L. Wolf Revocable Trust Dated December 11, 2006

By: [Signature] (SEAL)

Jennifer L. Wolf

Its: Trustee

SW 1/4 of the NE 1/4 of Section 4 Township 20 S, Range 2 West
A6170-20- A117 Transformer No. Y44391

APCO PARCEL NO

Loc 36 + 212 to Loc 36 + 227

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

72234397-002

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)SS
COUNTY OF San Francisco)

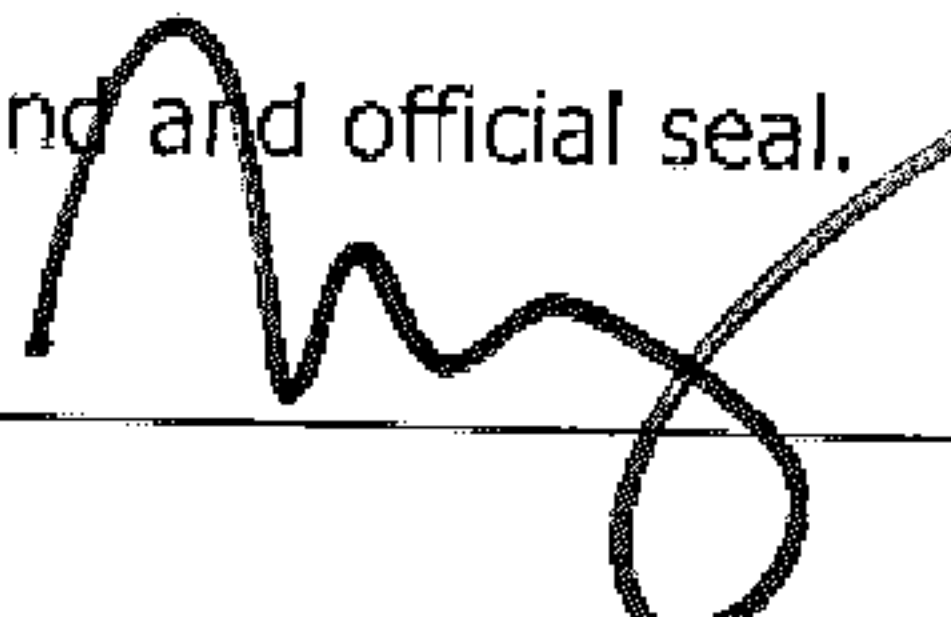
On July 9, 2018 before me, N.J. Shanta, Notary Public, personally appeared Rob Wolf and Jennifer L. Wolf

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




This area for official notarial seal.

**OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
CAPACITY CLAIMED BY SIGNER**

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☒ INDIVIDUAL
☐ CORPORATE OFFICER(S) TITLE(S)
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity

Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

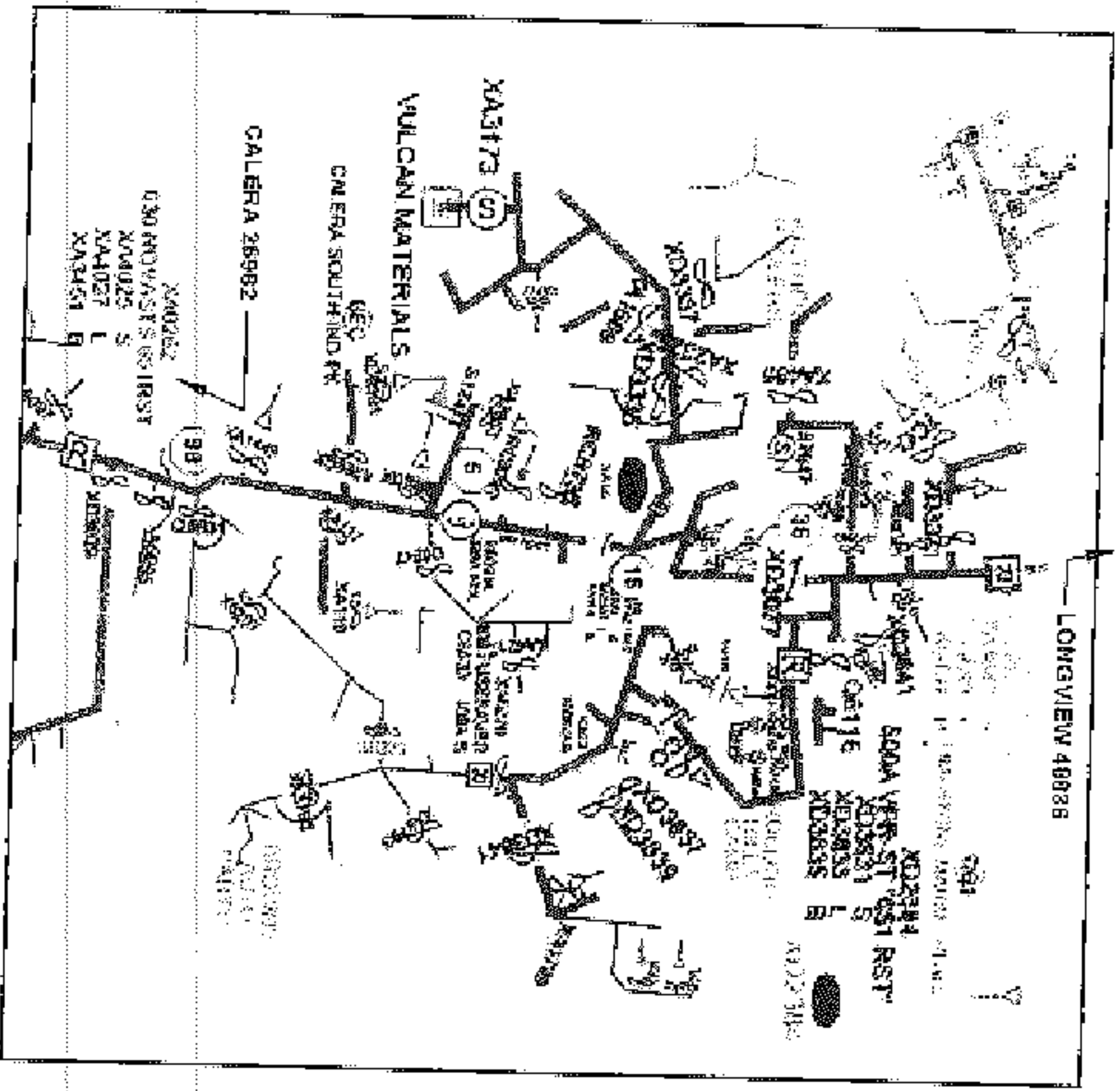
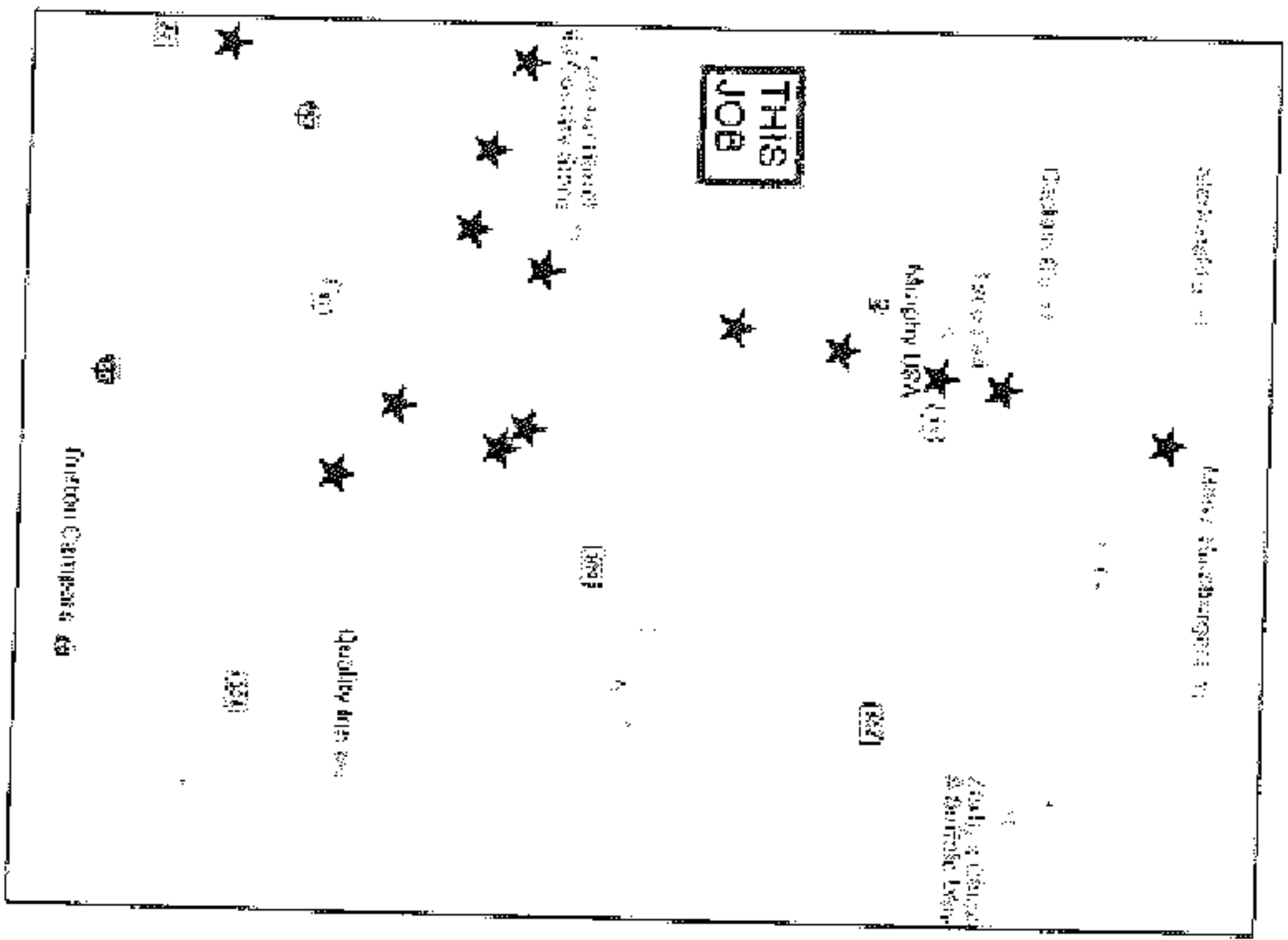
TITLE OR TYPE OF DOCUMENT: Easement

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____



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 01:29:09 PM
\$22.50 CHERRY
20190104000003900

Allen S. Byrd

SKETCH OF PROPOSED WORK - SIMPLIFIED W.E.

Customer	Calbra Bridge Widening	Location	Highway 31	Map Center UTM	171220	1282226	Map Center Lat/Long	33.04597	-86.76594
District	Shelby County	Acquisition Agent	Shannon Floyd	Division	Engineering	Contract Svc Date	2/28/18	County	Shelby
Section	4	Date Assigned	5/18/18	Date Cleared		Created	2/28/18	Township	22N
Substation	Calbra	Range	02W	Add'l Info		Substation	Calbra	Range	02W
Estimate No.		Estimate Date	2/28/18	Estimate Time	7:30AM	Estimate By	ESMTAROW	Estimate No.	

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