

# POOR QUALITY EASEMENT - DISTRIBUTION FACILITIES

STATE OF ALABAMA

COUNTY OF SHELBY

This instrument prepared by: S. HOPKINS

Alabama Power Company  
Corporate Real Estate  
2 Industrial Park Drive  
Pelham, AL 35124

20190625000224350

06/25/2019 08:54:16 AM

ESMTAROW 1/2

**KNOW ALL MEN BY THESE PRESENTS** That the undersigned CAR WASH COMPANY LLC (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, 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 #20190220000054840 in the Office of the Judge of Probate of the above named County.

It is agreed that in the event it becomes necessary for Company to excavate for installation, replacement, repair or removal of said underground lines in the future, the Company will restore the affected surface to a like condition immediately prior to such excavation. The Company further agrees to perform such excavation and restoration diligently so as to minimize interference with the works of the Grantor.

This instrument does not grant the exclusive use of the Property and the Grantor shall have the right to utilize said Property in any way that does not interfere with the exercise by the Company of the rights herein granted.

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 ERIC SMITH, its authorized representative, as of the 7<sup>th</sup> of JUNE, 2019.

ATTEST (if required) or WITNESS:

By: ERIC SMITH  
Its: MEMBER

(Grantor)  
By: Heather Huffman (SEAL)  
Its: HEATHER HUFFMAN  
My Commission Expires 5/14/2020

-----For Alabama Power Company Corporate Real Estate Department Use Only-----  
W.E. # AC A6170-06-AB19 Transformer # T014KP All facilities on Grantor: YES ¼, ¼ STR & LOC to LOC 22S-02W-04 NE/SE

