

EASEMENT – DISTRIBUTION FACILITIES

STATE OF ALABAMA AS
COUNTY OF SHELBY

This instrument prepared by: S. HOPKINS

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

KNOW ALL MEN BY THESE PRESENTS That the undersigned PALMETTO HOOVER HWY 119 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, 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 but in no event outside of the boundary of the property.

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 that portion of the real property more particularly described in that certain instrument recorded in INSTRUMENT # 20190628000232380 in the Office of the Judge of Probate of the above named County as depicted as the easement area on the attached Exhibit "A".

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 John N. Daniel, III, its authorized representative, as of the 8th of November, 2019.

ATTEST (if required) or WITNESS:

By: James H. Smith
Its: Witness

PALMETTO HOOVER-HWY 119, LLC

By: Palmetto Capital Group, LLC
Its Manager

By: Daniel Land Company, Inc.
Its Manager

By: John N. Daniel, III
John N. Daniel, III, President

-----For Alabama Power Company Corporate Real Estate Department Use Only-----
W.E. # A6170-06-AK19 Transformer # T017UJ All facilities on Grantor: YES ¼, ¼ STR & LOC to LOC 18S-01W-32 SE/NW

APC Document # 72249596.01

CORPORATION NOTARY

STATE OF GEORGIA)
) SS
COUNTY OF THOMAS)

On this the 8th day of November, 2019, before me, the undersigned, personally appeared John N. Daniel, III, who acknowledged himself to be the President of Daniel Land Company, Inc., a Georgia corporation, which entity is the Manager of Palmetto Capital Group, LLC, a Georgia limited liability company, which entity is the Manager of Palmetto Hoover-Hwy 119, LLC, a Florida limited liability company and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Ashley K Miller
My Commission Expires: _____



