

EASEMENT – SECONDARY VOLTAGE

STATE OF ALABAMA 15500
COUNTY OF SHELBY

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ESMTAROW 1/2

This instrument prepared by: S. HOPKINS

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

KNOW ALL MEN BY THESE PRESENTS, That the undersigned ANTHONY LEE LACKEY and MELISSA ANN LACKEY, husband and wife (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:

The right from time to time to construct, install, operate and maintain, along a route to be selected by the Company, as determined by the actual location(s) in which the Company's facilities are to be installed, all poles, wires, and other appliances and facilities useful or necessary in connection therewith (collectively "Facilities" for the overhead and/or underground distribution of communications and secondary voltages not to exceed 600 volts of electric power for service.

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 # 20080404000137680, in the Office of the Judge Probate of the above named County.

Together with all rights and privileges necessary or convenient for the full enjoyment or use thereof, including the right of ingress and egress to and from said Facilities; 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, which shall extend five feet (5') from all sides of said Facilities, whether overhead or underground; and 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 Company, may now or hereafter endanger, interfere with, or fall upon any of said overhead facilities.

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, Grantor hereby grants 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 the 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 Grantor, the Company and each of their respective heirs, personal representatives, successors and assigns and the words "Company" and "Grantor" 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 executed this instrument on this the 30th day of January, 2020.

Laurie Brown
Witness Signature (non-relative)
Laurie Brown
Print Name
Richard Brown
Witness Signature (non-relative)
Richard Brown
Print Name

Anthony Lackey
(Grantor) ANTHONY LEE LACKEY (SEALED)
Anthony Lackey
Print Name
Melissa Lackey
(Grantor) MELISSA ANN LACKEY (SEALED)
Melissa Lackey
Print Name

