

EASEMENT – DISTRIBUTION FACILITIES

STATE OF ALABAMA

COUNTY OF SHELBY

This instrument prepared by: Julie Couch

**20200528000212340
05/28/2020 08:13:25 AM
ESMTAROW 1/2**Alabama Power Company
Corporate Real Estate
700 Martin Street South
Pell City, AL 35128

KNOW ALL MEN BY THESE PRESENTS That the undersigned Lowell N. Martin and wife, Debra B. Martin (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.

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 to install, maintain, and use anchors and guy wires on land adjacent to said right of way, the right in the future to install intermediate poles and facilities on 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 "Exhibit A" attached hereto and made a part hereof.

If, in connection with the construction or improvement of any public road or highway, it becomes necessary or desirable for the Company to move any of the Facilities, Grantor 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 executed this instrument on this the 24TH day of May, 2020.

Ronnie Fleming
Witness Signature (non-relative)

Ronnie Fleming
Print Name

Ronnie Fleming
Witness Signature (non-relative)

Ronnie Fleming
Print Name

Lowell N. Martin
Grantor Signature

Lowell N. Martin

D. Martin
Grantor Signature

Debra B. Martin

-----For Alabama Power Company Corporate Real Estate Department Use Only-----

W.E. # A627200AW20

Transformer # T01M4N

All facilities on Grantor

SE ¼ of the NW ¼, Section 23, Township 18S, Range 02E

Exhibit "A"

WE#: A627200AW20

Document # 72754040-001

A parcel of land located in the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 23, Township 18S, Range 02E, more particularly described as follows:

BEGIN AT THE NE CORNER OF THE NE $\frac{1}{4}$ -NE $\frac{1}{4}$ -SW $\frac{1}{4}$, SECTION 23, TOWNSHIP 18 SOUTH, RANGE 2 EAST, SHELBY COUNTY, ALABAMA, AND RUN THENCE SOUTHERLY ALONG THE $\frac{1}{4}$ - $\frac{1}{4}$ - $\frac{1}{4}$ LINE A DISTANCE OF 132.07' TO A POINT THENCE TURN AN ANGLE OF 101 DEGREES 11'11" RIGHT AND RUN WESTERLY A DISTANCE OF 160.09' TO A POINT; THENCE TURN AN ANGLE OF 73 DEGREES 03'52" RIGHT AND RUN NORTHERLY A DISTANCE OF 167.79' TO A POINT ON THE EAST RIGHT OF WAY LINE OF SHELBY COUNTY HIGHWAY 57. THENCE TURN AN ANGLE OF 105 DEGREES 48'00" RIGHT AND RUN NORTHERLY ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 238.71' TO A POINT, THENCE TURN AN ANGLE OF 88 DEGREES 50'58" RIGHT AND RUN EASTERLY A DISTANCE 264.81' TO A POINT ON THE EAST LINE OF THE SW $\frac{1}{4}$ - SE $\frac{1}{4}$ - NW $\frac{1}{4}$ OF SAID SECTION 23, THENCE TURN AN ANGLE OF 78 DEGREES 00'59" RIGHT AND RUN SOUTHERLY ALONG SAID $\frac{1}{4}$ - $\frac{1}{4}$ - $\frac{1}{4}$ LINE A DISTANCE OF 236.82' TO THE POINT OF BEGINNING.

SITUATED IN SHELBY COUNTY, ALABAMA



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
05/28/2020 08:13:25 AM
\$25.00 CHERRY
20200528000212340

Allen S. Bayl