APL LEASE # 58.70200426

20201218000581700 1/3 \$36.50 Shelby Cnty Judge of Probate, AL 12/18/2020 09:55:35 AM FILED/CERT

STATE OF ALABAMA)
COUNTY OF SHELBY)

THIS INDENTURE, made this the 5th day of December, 2018, by and between Barbara H. Adkins, and husband, Frank W. Adkins, (hereinafter called Lessors), and Alabama Power Company, a corporation, (hereinafter called Lessee).

WITNESSETH:

Lessors do hereby let and lease to Lessee the following premises in the County of Shelby, State of Alabama, on the terms and conditions set forth below:

A parcel of land located in the Northeast Quarter of the Northeast Quarter (NE¼ of NE¼) of Section 14, Township 20 South, Range 2 East, Shelby County, Alabama, being more particularly described as follows:

Commence at the intersection of the Southeasterly right of way boundary of Shelby County Highway 76 and the Southwesterly boundary of Chancellor Ferry Road; from such point of intersection run Southeasterly along said Southwesterly boundary of Chancellor Ferry Road a distance of 415 feet, more of less, to a point; thence turn and angle to the right and run in a Southwesterly direction of 75 feet, more or less, to the Southeasterly corner of an existing barn; thence turn an angle to the left and run Southeasterly and parallel with said Chancellor Ferry Road a distance of 20 feet to a point, such point being the point of beginning of the parcel of land herein described.

From such point of beginning continue Southwesterly and parallel with said Chancellor Ferry Road a distance of 50 feet to a point; thence turn an angle to the right of 90°00' and run Southwesterly a distance of 50 feet to a point; thence turn an angle to the right of 90°00' and run Northwesterly 50 feet to a point; thence turn an angle to the right of 90° and run Northwesterly a distance of 50 feet to the point of beginning.

The above described lands containing .06 acres, more or less.

- 1. The term of this lease is for a period of three (3) years from the 5th day of December, 2018, through the 31st day of December, 2021, both dates inclusive.
- 2. In consideration whereof, Lessee agrees to pay Lessor during the term of this the sum of \$2000.00 per year, payable annually in advance. The first payment acknowledged by Lessor this date.
- 3. It is understood and agreed that Lessee shall have the right to construct, operate and maintain on the leased premises an ambient surveillance system, together with all required equipment necessary or convenient therewith for the full enjoyment and use thereof and that Lessee shall have the right of ingress and egress to and from the leased premises over and across Lessor's adjoining lands.
- 4. Upon the termination of this lease, or at any time during the term of this lease or any extensions thereof, Lessee shall have the right and privilege to remove from said premises all monitoring equipment and all related facilities, structures, fences, gates or any other fixtures or property placed thereon by Lessee.
 - All such property placed or installed on the leased premises by Lessee shall constitute personal property and does not attach to the realty.
 - In the event the lease shall be terminated, Lessee will provide 30 days notice to Lessor for termination.
- 5. Lessors agree not to sell or convey to others the above described property during the term of this lease without giving Lessee first refusal to purchase the same.
- 6. Any sale of said property during the term of this lease shall be made subject to all the terms and conditions of this lease.
- 7. In the event of the purchase of such premises by Lessee, Lessor shall convey unto Lessee a good and merchantable title thereto by full warranty deed.
- 8. Where written notice is provided for hereinafter the same shall be deemed to have been given when posted in the United States mail addressed to Lessor at 51 Chancellor Ferry Road, Harpersville, Alabama 35078.
- 9. The Lessee may sublet said leased premises or any part of same during the term of this lease.

10. Reference to the Lessor or the Lessee shall include its successors or assigns.

EXECUTED, in duplicate, on the day and year first above written.

Barbara H. Adkins, Lessor

Frank W. Adkins, Lessor

ALABAMA POWER/COMPANY, Lessee

Real Estate Specialist

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STATE OF ALABAMA

COUNTY OF SHELBY

I, <u>Adam Lochamy</u>, a notary public in and for said county in said state, hereby certify that <u>Barbara H. Adkins and husband</u>, <u>Frank W. Adkins</u>, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that being informed of the contents of the instrument has executed the same voluntarily, on the day the same bears date.

Given under my hand and official seal this 5th day of December, 2018.

Notary Public:

[Notarial Seal]

My Commission Expires:

20201218000581700 3/3 \$36 50

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STATE OF ALABAMA

COUNTY OF SHELBY

I, ________, a notary public in and for said county in said state, hereby certify that Adam Lochamy, whose name as Real Estate Specialist of Alabama Power Company, a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such authorized representative and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 5th day of December, 2018.

J Notarial Seal 1

Notary Public:

My Commission Expires:

Shelby County, AL 12/18/2020

State of Alabama Deed Tax: \$5.50