APC Document 12248707-001

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EASEMENT - DISTRIBUTION FACILITIES

STATE OF ALABAMA

COUNTY OF SHELBY

This instrument prepared by ABAGAEL BALDWIN

Alabama Power Company Corporate Real Estate BIN: 12N0982 600 18th St. North Birmingham, AL 35203

KNOW ALL, MEN BY THESE PRESENTS That the undersigned <u>EBSCO INDUSTRIES</u>, INC. A <u>DELAWARE CORPORATION</u>. (hereinafter known as "Grantors", whether one or more) for and in consideration of One and No/100) 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, transclosures, transformers, anchors, guy wires, and other facilities useful or necessary in connection therewith, and, for underground facilities, the right to install a meter adapter junction box ("Adapter") in the general vicinity of the existing meter enclosure on the Grantor's structure to facilitate the delivery of underground electric service to the Grantor (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

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 right to remove or make saw cuts through paved areas 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 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.

Once installed, the Grantor assumes ownership and responsibility for the Adapter.

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 <a href="Instrument Number 19960305000070761">Instrument Number 19960305000070761</a>, in the Office of the Judge of Probate of the above-named County.

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.

SIGNATORY PAGE TO FOLLOW

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authorized representative, as	said Grantons have caused this instrum of the 5th or Pon		its
ATTEST (If required) or WITH		GRANTOR: É	-BSCO Industries
5 16		3	John Kan
Ica Pesin		Signature	OOFSKUAR
Title		Title	i hestet
	For Alekane Dawn &		
W.E. # Ale 7072	For Alabama Power Company Cor All facilities on Grantor.	Porate Real Estate Departme	ent Use Only
¼, ¼ STR: <u>Spotion 30, To</u>	vnship 196. Range IWL Add	Pt. N1/2 Scrape IW	Hon 31, Township 195,
CORPORATION NOTARY			
STATE OF Alabam	<u>a</u>		
COUNTY OF Shelbe	<u></u>		
certify that Brook.  Vicio President	eth Pharris 5 Zum	a Notary Public, in a	and for said County in said State, hereby
	of EBSCO INDUSTRIES, INC., A	DELAWARE CORPORATION	, whose name as , a corporation, is signed to the foregoing
nstrument, and who is known to me, actor			
ull authority executed the same	e voluntarily for and as the act of said Co	ng informed of the contents of moration.	this instrument, as such officer and with
	al seal, this the $50$ day of $10$	Pril	_ 20_33
[SEAL]		Notary Public (Control of the Control of the Contro	oubote Pravio
	Filed and Recorded Official Public Records Judge of Probate, Shelby Cou	My commission expires:	MARY ELIZABETH PHARRIS  My Commission Expires  May 31, 2022

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Shelby County, AL

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