

20221118000427730  
11/18/2022 03:01:20 PM  
ESMTAROW 1/3

APC Document # 72274855

**EASEMENT – DISTRIBUTION FACILITIES**

STATE OF ALABAMA

COUNTY OF SHELBY

This instrument prepared by: Amanda Loudon

O. R. Colan Associates, LLC  
1395 S. Marietta Parkway SE  
Building 400, Suite 212  
Marietta, GA 30067

**KNOW ALL MEN BY THESE PRESENTS** That the undersigned SMYER LAKE HOMEOWNERS ASSOCIATION, INC., an ALABAMA NONPROFIT CORPORATION, (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, 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 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, and the 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 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.

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 INSTRUMENT #20060808000382700 and INSTRUMENT #1993-08108 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.

IN WITNESS WHEREOF, the undersigned Grantors have executed this instrument on this the 14<sup>TH</sup> day of NOVEMBER, 2022.

\_\_\_\_\_  
Witness Signature (non-relative)

\_\_\_\_\_  
Print Name

  
Grantor Signature / TITLE / AUTHORIZED SIGNER

GREGORY B. PACK / PRESIDENT  
Print Name / TITLE / AUTHORIZED SIGNER

APC Document # 72274855

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

W.E. # A615072A722

Transformer # \_\_\_\_\_

All facilities on Grantor: \_\_\_\_\_

¼, ¼ STR:SE/NE, SW/NE, NW/SE, NE/SE; Section: 24; Township: 18 South; Range 1 West

¼, ¼ STR:NE/SW; Section: 24; Township: 18 South; Range 1 West

¼, ¼ STR:NE/SE, NW/SE, SE/SE, SW/SE; Section: 24; Township: 18 South; Range 1 West

¼, ¼ STR:NW/SE, SW/NE, SE/NE; Section: 24; Township: 18 South; Range 1 West

¼, ¼ STR:SE/NE, SW/NE, NW/SE; Section: 24; Township: 18 South; Range 1 West

¼, ¼ STR:SE/NW, SW/SE, NE/SW; Section: 24; Township: 18 South; Range 1 West

¼, ¼ STR:NE/SE, NW/SE; Section: 24; Township: 18 South; Range 1 West

¼, ¼ STR:NE/SE, NW/SE, SW/SE, SE/SE; Section: 24; Township: 18 South; Range 1 West

¼, ¼ STR:SW/NW; Section: 24; Township: 18 South; Range 1 West

¼, ¼ STR:SE/NW, SW/NW, SE/NE, SW/NE, NE/SE, NW/SE, SW/SE, SE/SE, NE/SW, SE/SW, ; Section: 24; Township: 18 South; Range 1 West

APC Document # 72274855

STATE OF Alabama

COUNTY OF Shelby

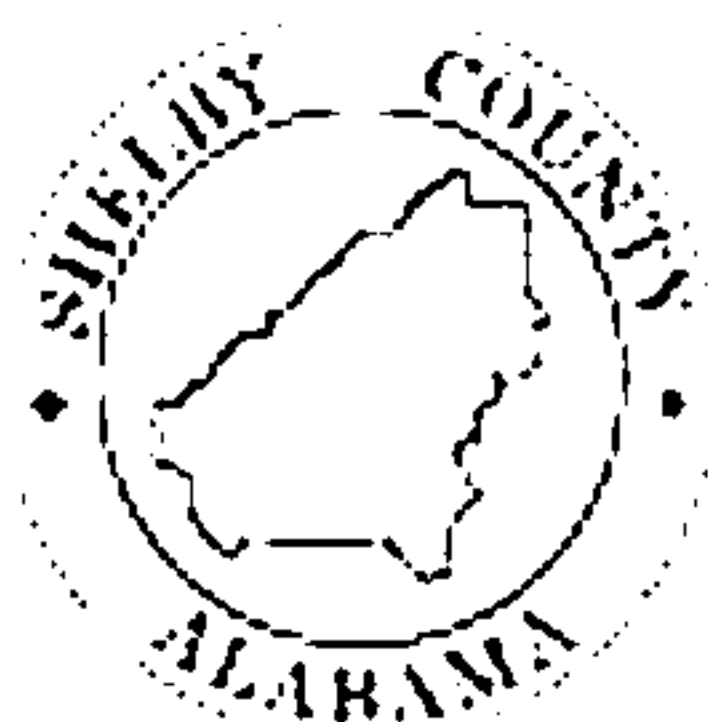
I, Jennifer Tran, a Notary Public, in and for said County in said State, hereby certify that  
Gregory Pack, authorized signer for SMYER LAKE HOMEOWNERS ASSOCIATION, INC., an ALABAMA  
NONPROFIT CORPORATION, on behalf of the corporation, whose name is signed to the foregoing instrument and who is known to me,  
acknowledged before me on this day that being informed of the contents of the instrument, executed the same voluntarily.

Given under my hand and official seal this the 14<sup>th</sup> day of November, 2022.

[Signature]  
Notary Public

[SEAL]

My commission expires: MY COMMISSION EXPIRES JULY 29, 2024



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
11/18/2022 03:01:20 PM  
\$30.00 BRITTANI  
20221118000427730

Allen S. Bayl