

APC Document #: 72286619-001

**EASEMENT – DISTRIBUTION FACILITIES**

STATE OF ALABAMA

COUNTY OF SHELBY

This instrument prepared by: Ashley Downing

Alabama Power Company  
P.O. Box 2641, BIN: 12N-0982  
Birmingham, AL 35203

KNOW ALL MEN BY THESE PRESENTS That the undersigned NANCY ENGLISH BROWER, Married (hereinafter known as "Grantor", whether one or more) for and in consideration of One and No/100 Dollar (\$1.00) and other good and valuable consideration paid to Grantor 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, translosures, transformers, anchors, guy wires, 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 burden the "Easement Area", which is located within the real property more generally described in Instrument # 2019060726000222530 in the Office of the Judge of Probate of the above-named county in Alabama.

19880726000222530  
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 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.

The location of the right of way conveyed herein is generally shown on the Company's drawing attached hereto and made a part hereof but shall be more precisely determined by the actual location(s) as installed.

**TO HAVE AND TO HOLD** the same to the Company, its successors and assigns, forever.

**IN WITNESS WHEREOF**, the undersigned Grantor has executed this instrument on this the 5 day of July, 2023.

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

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

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

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

Nancy English Brower  
Grantor Signature

NANCY ENGLISH BROWER  
Print Name

\_\_\_\_\_  
Grantor Signature

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

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

W.E. #: A6150-72-A722-Birmingham Tax ID #: 03-6-24-0-000-043.002

1/4, 1/4 STR: SE 1/4 NE 1/4 SW 1/4 NE 1/4 NE 1/4 NE 1/4 NW 1/4 NE 1/4 of Section 24, Township 18 South, Range 01 West

All Facilities on Grantor: [ ] Electronically Filed: [ ]

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STATE OF Alabama

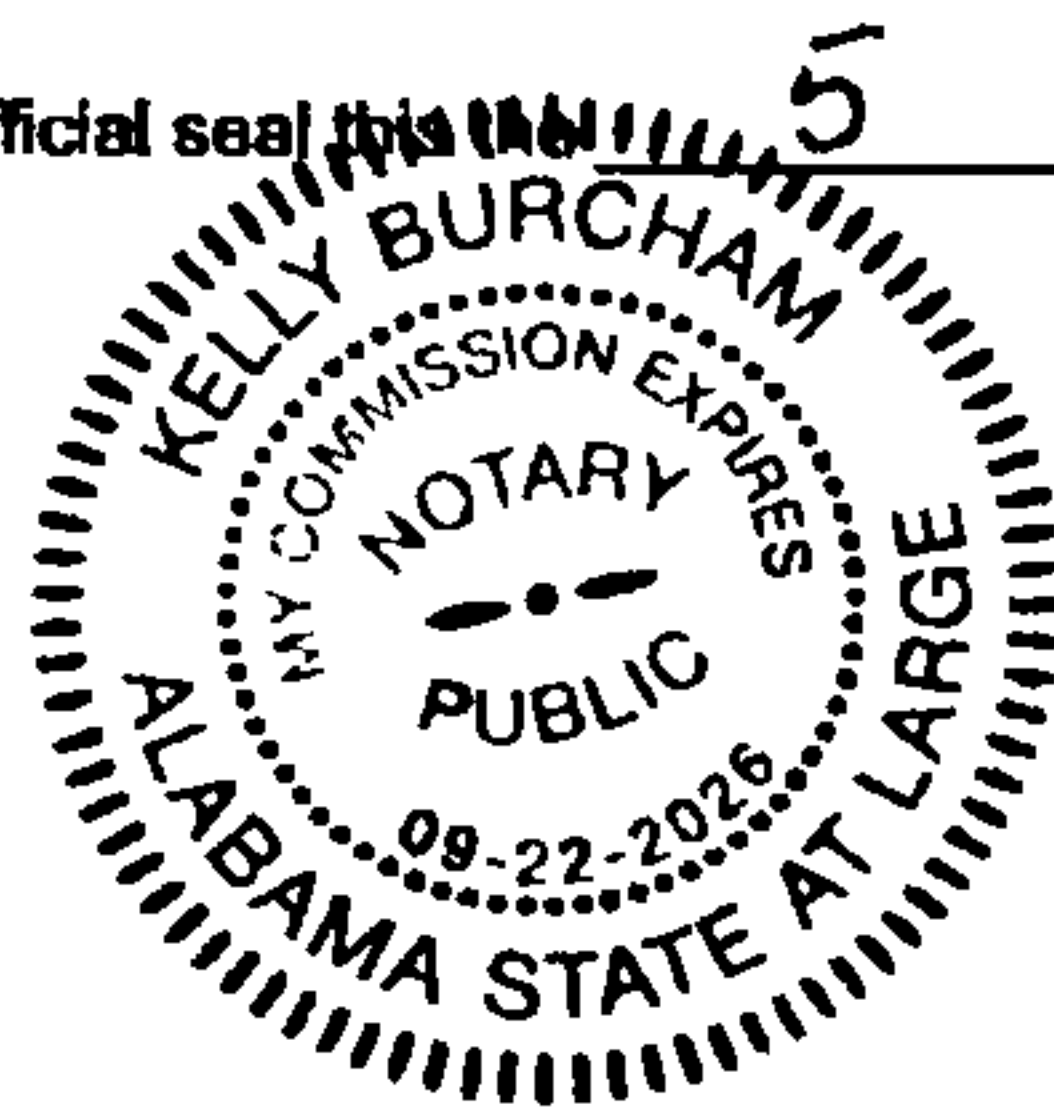
COUNTY OF Jefferson

I, Kelly Burcham, a Notary Public, in and for said County in said State, hereby certify that

NANCY ENGLISH BROWER, married  
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 5 day of July, 2023.

[SEAL]



Kelly Burcham  
Notary Public

My commission expires: 9/22/26

STATE OF \_\_\_\_\_

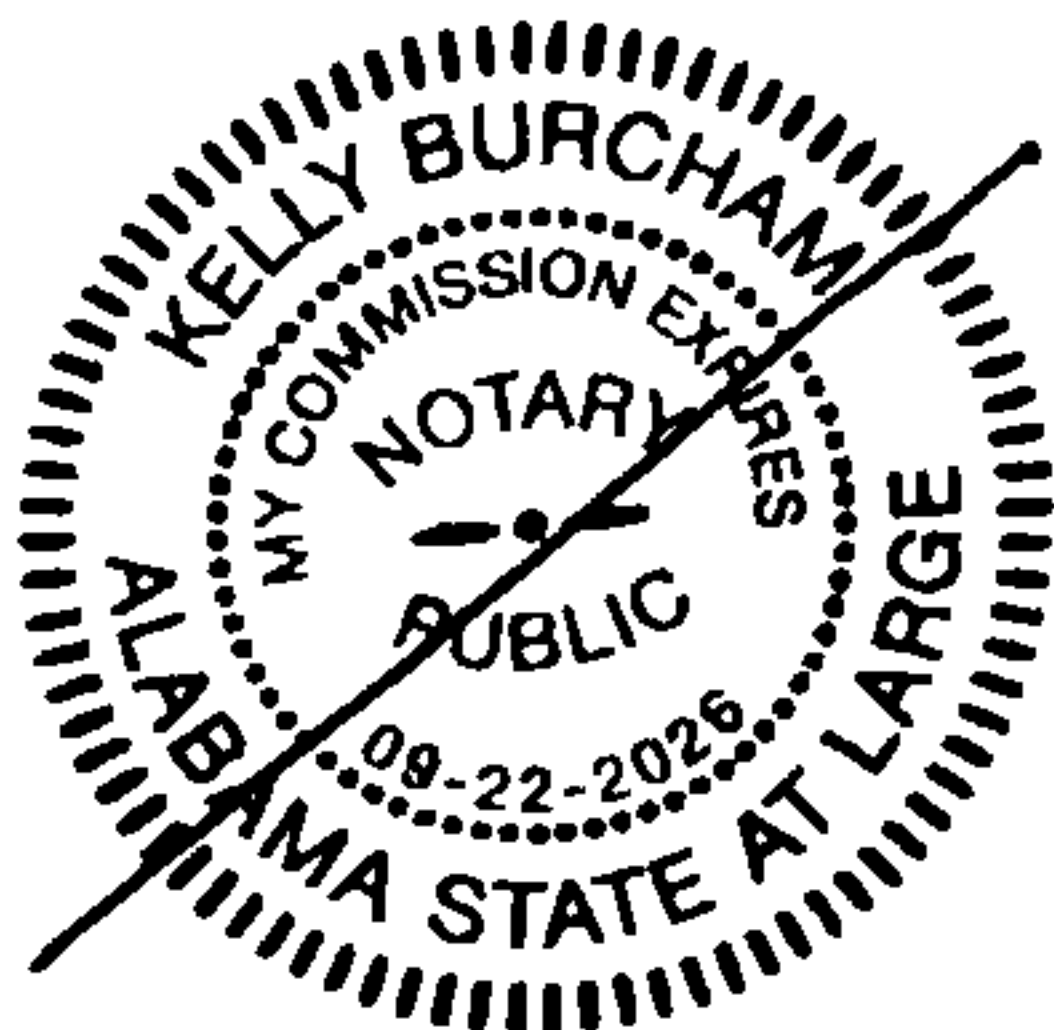
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public, in and for said County in said State, hereby certify that

\_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

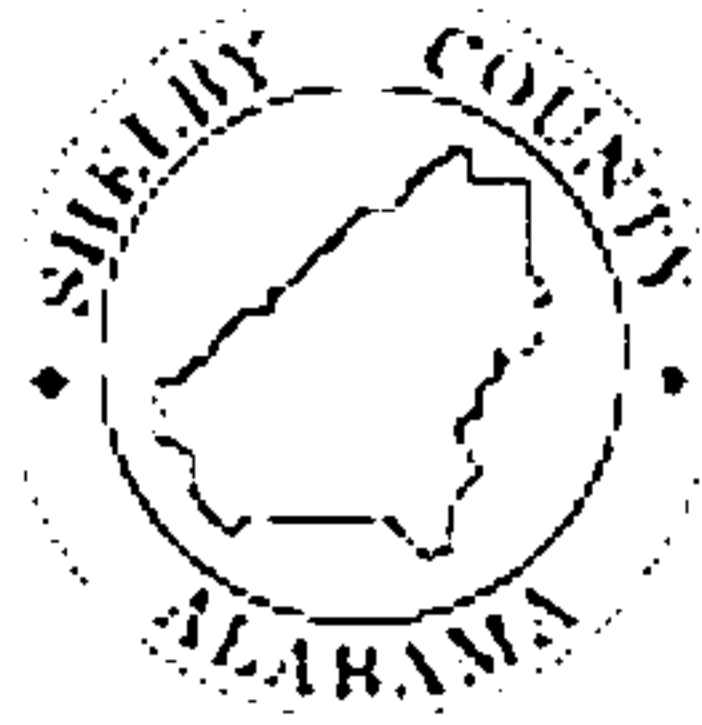
[SEAL]



\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_



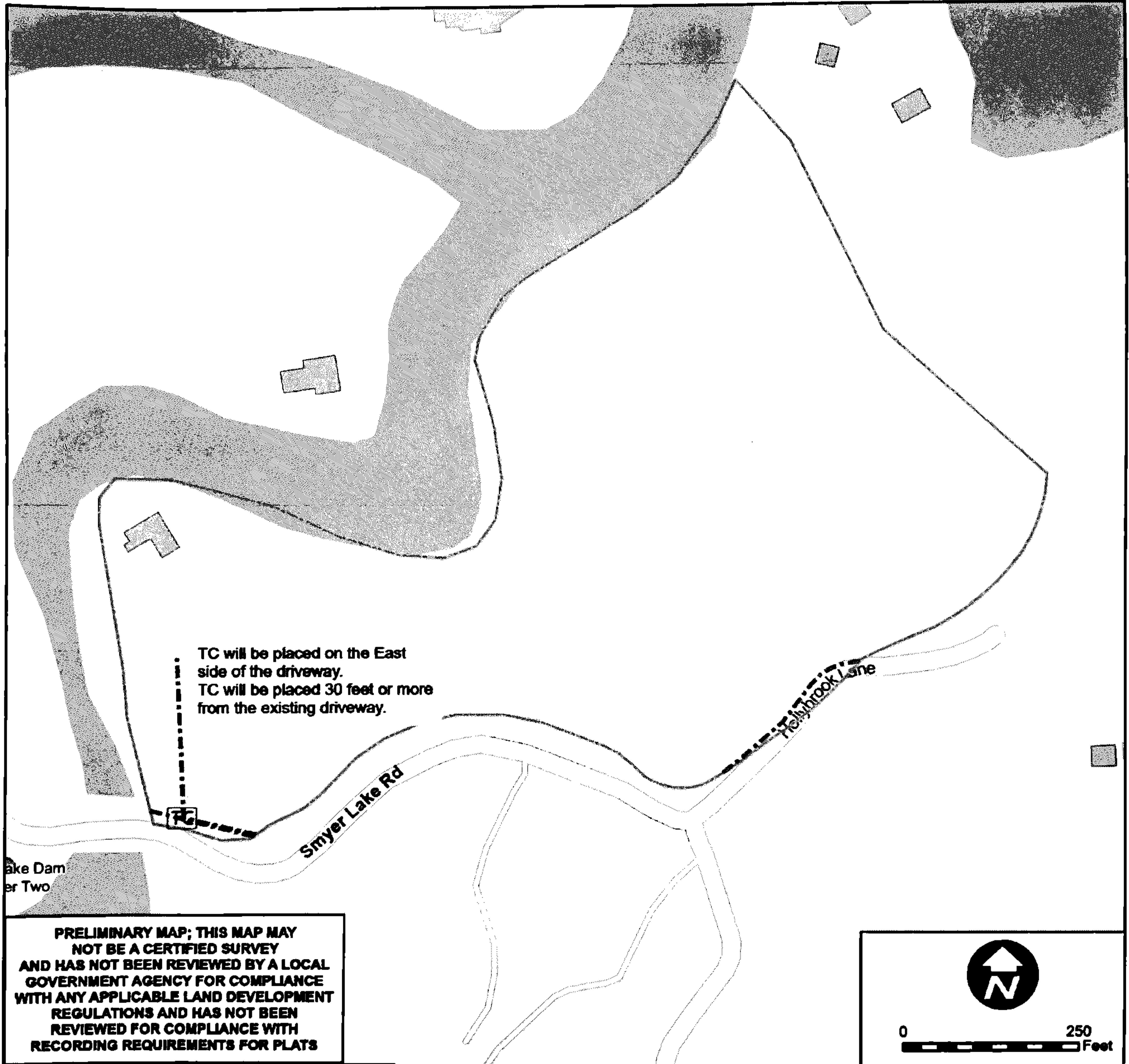


Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
11/14/2023 02:58:09 PM  
\$29.00 JOANN  
20231114000334390

*Allen S. Bayl*

APC#: 72286619-001

**EXHIBIT A**  
**PRELIMINARY ACQUISITION DRAWING**  
**SHELBY COUNTY**



<p>Property Boundary</p> <p>UG Primary</p> <p>TC Terminating Cabinet</p> <p><i>x Nancy English Brower</i></p>	<b>REVISIONS</b>						
					<b>PRELIMINARY SKETCH</b>		
					Nancy English Brower		
					03-6-24-0-000-043.002		
1		ISSUE FOR APPROVAL		6/22/2023	JM		
NO		REVISION		DATE	APPR		
SCALE	DATE	DRAWN	CHECKED	APPROVED	PROJECT	DRAWING NO.	SHEET
1:2,500	6/28/2023	PV	JM	JM	Leidos A4050	03-6-24-0-000-043.002	1 OF 1

THIS MAP IS FOR INFORMATION PURPOSES. DISTANCES IN THIS MAP ARE APPROXIMATIONS ONLY AND SHOULD NOT BE USED FOR AUTHORITATIVE DEFINITION OF LEGAL BOUNDARY OR PROPERTY TITLE.