

APC Document # 72252149-001

**EASEMENT – DISTRIBUTION FACILITIES**

STATE OF ALABAMA

COUNTY OF SHELBY A600

20240111000010140

01/11/2024 03:20:33 PM

ESMTAROW 1/2

This instrument prepared by: **S HOPKINS**

Alabama Power Company  
Corporate Real Estate  
2 Industrial Park Drive  
Pelham, AL 35124

**KNOW ALL MEN BY THESE PRESENTS** That the undersigned ALABASTER WATER BOARD (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, translosures, 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 easement will depend on whether the Facilities are underground or overhead: for underground, the easement will extend five (5) feet on all sides of said Facilities as and where installed; for overhead Facilities, the easement will extend fifteen (15) feet on all sides of said Facilities as and where installed. Routing of future electrical facilities shall be subject to written approval of grantors and shall be located as not to interfere with grantors use and operation of property.

The Company is further granted all the rights or privileges necessary or convenient for the full enjoyment and use of said easement 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 easement, the right in the future to install intermediate poles and facilities on said easement, 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 easement, 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 easement 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 that certain instrument recorded in INSTRUMENT # 20180614000211180, 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 easement 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 said Grantors have caused this instrument to be executed by LAURA A. KOON, P.E., its authorized representative, as of the 7<sup>th</sup> of FEBRUARY, 2020.

ATTEST (if required) or WITNESS:

[Signature]  
Signature  
Customer Service Manager  
Title

GRANTOR:

[Signature]  
Signature  
GENERAL MANAGER  
Title

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

W.E. # A6170-05-BQ19, A6170-06-A220 Transformer # XA5601, XA5895, T01C59, T01C5A

All facilities on Grantor: NO

1/4, 1/2 STR & LOC to LOC 21S-03W-14 NE/NW 21S-03W-11 SE/SW

APC Document # \_\_\_\_\_

## CORPORATION NOTARY

STATE OF ALABAMACOUNTY OF SHELBY

I, LADONNA M. CHAPMAN, a Notary Public, in and for said County in said State, hereby  
 certify that LAURA A. KOON, whose name as  
GENERAL MANAGER of ALABASTER WATER BOARD, 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 this instrument, as such officer and with  
 full authority executed the same voluntarily for and as the act of said Corporation.

Given under my hand and official seal, this the 7<sup>th</sup> day of FEBRUARY, 20 20.

LADONNA M. CHAPMAN  
 [SEAL]  
 NOTARY

MY COMM EXPIRES 08 MAR 2023

PUBLIC  
 ALABAMA STATE AT LARGE

Ladonna M. Chapman  
 Notary Public

My commission expires: March 8, 2023



Filed and Recorded  
 Official Public Records  
 Judge of Probate, Shelby County Alabama, County  
 Clerk  
 Shelby County, AL  
 01/11/2024 03:20:33 PM  
 \$26.00 JOANN  
 20240111000010140

Allie S. Bayl