APC Document #:

70203774-002

EASEMENT - DISTRIBUTION FACILITIES

STATE OF ALABAMA COUNTY OF JEFFERSON

This instrument prepared by: Jeff J. Callicott

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

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20240227000050600 02/27/2024 10:33:43 AM ESMTAROW 1/1

Filed and Recorded Official Public Records Judge of Probate, Shelby County Alabama, County Clerk **Shelby County, AL** 02/27/2024 10:33:43 AM **\$24.00 JOANN** 20240227000050600

KNOW ALL MEN BY THESE PRESENTS That the undersigned \_\_\_\_\_\_ <u>Carolyn J. Hairston, a/k/a Carolyn J. Snider, a</u> married (hereinafter known as "Grantor", whether one or more) for and in consideration of One and No/100 Dollar (\$1.00) and other good woman 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:

The right from time to time to construct, install, operate and maintain upon, over and across the Property described below, all poles, towers, wires, fiber optics, cables, communication lines, transclosures, transformers, anchors, guy wires and other facilities useful or necessary in connection therewith (collectively, the "Facilities") for the overhead 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 extend fifteen (15) feet on all sides of said Facilities as and where installed (hereinafter referred to as the "Easement Area").

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 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.

The easements, rights and privileges granted hereby shall burden the "Easement Area", which is located within the real property more generally described in \_\_\_\_ Deed Record 20061011000503750\_ \_\_\_\_\_, in the Office of the Judge of Probate of the above-named county in Alabama.

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 beirs, personal,

representatives, successors and assigns and the words "Company" and "Grapersonal representatives, successors and assigns of such parties.	antor" as used in this instrument shall be deemed to include the heirs,
The above described parcel does not constitute any part of the Grantor's hor	mestead.
TO HAVE AND TO HOLD the same to the Company, its successors and as	signs, forever.
IN WITNESS WHEREOF, the undersigned Grantor has executed this instru	ment on this the 27 day of <u>Clober</u> .
Witness Signature (non-relative)  Witness Signature (non-relative)  Witness Signature (non-relative)	Carolyn J. Snider  Carolyn J. Snider  Print Name  Grantor Signature
Print Name  KAYLA SULLIVAN  My Commission Expires  August 18, 2026	MARK R. SNIDER Print Name
W.E. #:A6170-00-GK23 Tax ID #:	Real Estate Department Use Only

All Facilities on Grantor: [ ] Uploaded to RMS: [ ]

NW1/4 of the NW1/4 of Section 35, Township 21S, Range 01W

REV 030223

Electronically Filed: [ \_\_\_\_\_