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APC Document #: 72312558-001

EASEMENT – DISTRIBUTION FACILITIES

STATE OF ALABAMA

COUNTY OF SHELBY

This instrument prepared by: Bailey Upchurch

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

KNOW ALL MEN BY THESE PRESENTS That the undersigned **Stephen R. Smith and Michele H. Smith, a married couple**, (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, transclosures, 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 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 (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 **Instrument Number 20240905000276990**, 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 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.

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 28 day of August, 2025.

Witness Signature (non-relative)

Stephen R Smith
Print Name

Witness Signature (non-relative)

Michele H Smith
Print Name

Grantor Signature

Stephen R. Smith
Print Name

Grantor Signature

Michele H. Smith
Print Name

For Alabama Power Company Corporate Real Estate Department Use Only

W.E. #: A617000FW25 **Tax ID #:** ~~33-1-02-0-001-003.005~~ 33-1-02-0-001-003.010

¼, ¼ STR: NW1/4 SE1/4 Section 02, Township 21 North, Range 15 East

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

REV 030223

Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County Clerk
Shelby County, AL
09/30/2025 03:35:18 PM
$26.00 PAYGE
20250930000299610

APC Document #: 72312558-001

STATE OF Alabama

COUNTY OF Shelby

I, Katlin Campos, a Notary Public, in and for said County in said State, hereby certify that

Stephen R. Smith

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 28 day of August, 2025.

Notary Public

My commission expires: 12/5/27

SEAL

KATLIN CAMPOS NOTARY PUBLIC ALABAMA STATE AT LARGE MY COMMISSION EXPIRES 12-05-2027

STATE OF Alabama

COUNTY OF Shelby

I, Katlin Campos, a Notary Public, in and for said County in said State, hereby certify that

Michele H. Smith

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 28 day of August, 2025.

Notary Public

My commission expires: 12/5/27

SEAL

KATLIN CAMPOS NOTARY PUBLIC ALABAMA STATE AT LARGE MY COMMISSION EXPIRES 12-05-2027