

Council Member _____ introduced the following Resolution, which was seconded by
Council Member _____.



RESOLUTION 062424-F

**GRANT UTILITY EASEMENT TO ALABAMA POWER AT
SHOPPES AT DISTRICT 31**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALABASTER, ALABAMA AS FOLLOWS:

WHEREAS, Alabama Power services city residents, providing a valuable public service; and

WHEREAS, 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 tax parcel ID number 23 1 01 3 001 014.000, in the Office of the Tax Commissioner of Shelby County, more specifically a fifteen foot easement across said Property as shown Exhibit A attached hereto.

WHEREAS, it is in the best interests of the public to grant such Easement.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALABASTER, AS FOLLOWS:

1. The Council hereby grants the requested Easement to Alabama Power for the purpose of re-routing power lines in front of/temporarily across property located at PIN# 23 1 01 3 001 014.000.
2. The Easement attached as “Exhibit A” is hereby authorized to be executed by the Mayor and attested by the City Clerk and recorded as required by law.

ADOPTED AND APPROVED THIS 24TH DAY OF JUNE 2024.

ATTEST: CITY OF ALABASTER, ALABAMA

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED:

Scott Brakefield, Mayor

REV 030223

72301764-001

APC Document #: _____

EASEMENT – TEMPORARY OVERHEAD FACILITIES

STATE OF ALABAMA

COUNTY OF SHELBY

This instrument prepared by: Dean Fritz

Alabama Power Company
2 Industrial Park Dr
Pelham, AL 35124

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, **City of Alabaster**, (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:

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 actual 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.

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 the right in the future to install and utilize intermediate poles and facilities on said right of way, and guy wires on land adjacent to 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, 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 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 _____, in the Office of the Judge of Probate of the above named County.

It is agreed and understood that this easement is temporary in nature. All rights granted herein shall terminate and revert back to the Grantor upon removal of said Facilities with the intent to abandon. Removal will take place within ninety (90) days upon receipt of Grantor’s written request for removal.

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 said Grantor has caused this instrument to be executed by _____, its authorized representative, as of the _____ of _____, 20____.

City of Alabaster

ATTEST (if required) or WITNESS:

GRANTOR

Signature

Signature

Title

Title

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

W.E. #: A6170-_____

Tax ID #: 23 1 01 3 001 014.000

¼, ¼ STR: NW ¼ of the SW ¼ of Section 1, Township 21 South, Range 3 West

CORPORATION/LLC/LLP NOTARY

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public, in and for said County in said State, hereby certify that _____, whose name as _____ of City of Alabaster, 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 _____.

Given under my hand and official seal, this the _____ day of _____, 20____.

[SEAL]

Notary Public

My commission expires: _____

CORPORATION/PARTNERSHIP/LLC NOTARY

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of _____, a _____, acting in its capacity as _____ of _____, a _____ 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, he/she, as such _____ and with full authority, executed the same voluntarily, for and as the act of said _____ acting in such capacity as aforesaid.

Given under my hand and official seal this the _____ day of _____, 20____.

[SEAL]

Notary Public

My commission expires: _____

