

**Resolution 2024-R-41**

*Authorizes the execution of an easement agreement with Alabama Power Company at the property located at 1038 Grants Mill Road, Irondale, Alabama 35210*

**BE IT HEREBY RESOLVED** by the City Council of the City of Irondale, Alabama, in regular meeting duly assembled, a quorum being present, that Mayor James D. Stewart, Jr., or his designee, is hereby authorized to execute an easement agreement with Alabama Power Company at the property located at 1038 Grants Mill Road, Irondale, Alabama 35210 in substantially the form attached hereto as Exhibit A.

**ADOPTED & APPROVED:** This 2nd day of April, 2024.

  
\_\_\_\_\_  
David Spivey, President

**APPROVED:**

  
\_\_\_\_\_  
James D. Stewart, Jr., Mayor

**ATTESTED:**

  
\_\_\_\_\_  
Leigh Ann Allison, City Clerk

**CERTIFICATION**

I, Leigh Ann Allison, the City Clerk of the City of Irondale, Alabama, hereby certify that the above to be a true and correct copy of a resolution adopted by the City Council of the City of Irondale at its regular meeting held on April 2, 2024, as the same appears in the minutes of record of said meeting.

  
\_\_\_\_\_  
Leigh Ann Allison, City Clerk

**Exhibit A**

EASEMENT – DISTRIBUTION FACILITIES

STATE OF ALABAMA

COUNTY OF JEFFERSON

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 Irondale, an Alabama municipal corporation**, (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, trans closures, 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 #2022125398, 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 said Grantor has caused this instrument to be executed by James D Stewart Jr its authorized representative, as of the 2nd of April, 2024.

ATTEST (if required) or WITNESS:

Commodore B [Signature]  
Signature

Admin. Clerk  
Title

City of Irondale, an Alabama municipal corporation

GRANTOR:

James D. Stewart Jr.  
Signature

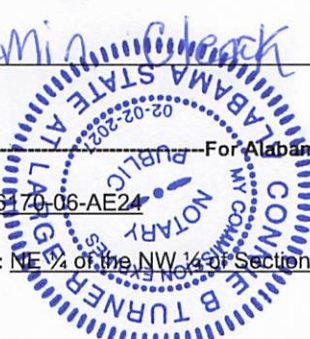
Mayor  
Title

For Alabama Power Company Corporate Real Estate Department Use Only

W.E. #: A6170-06-AE24

Tax ID #: 24 00 30 2 001 007.001

1/4, 1/4 STR: NE 1/4 of the NW 1/4 of Section 30, Township 17 South, Range 1 West



All Facilities on Grantor: [Yes, less & except Road R/W]

Electronically Filed: [ ]

**CORPORATION/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 City of Irondale, an Alabama municipal 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 \_\_\_\_\_ 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: \_\_\_\_\_

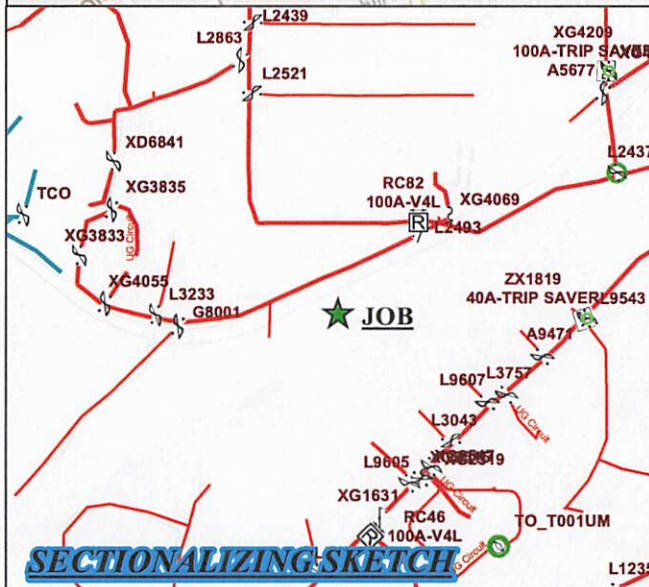
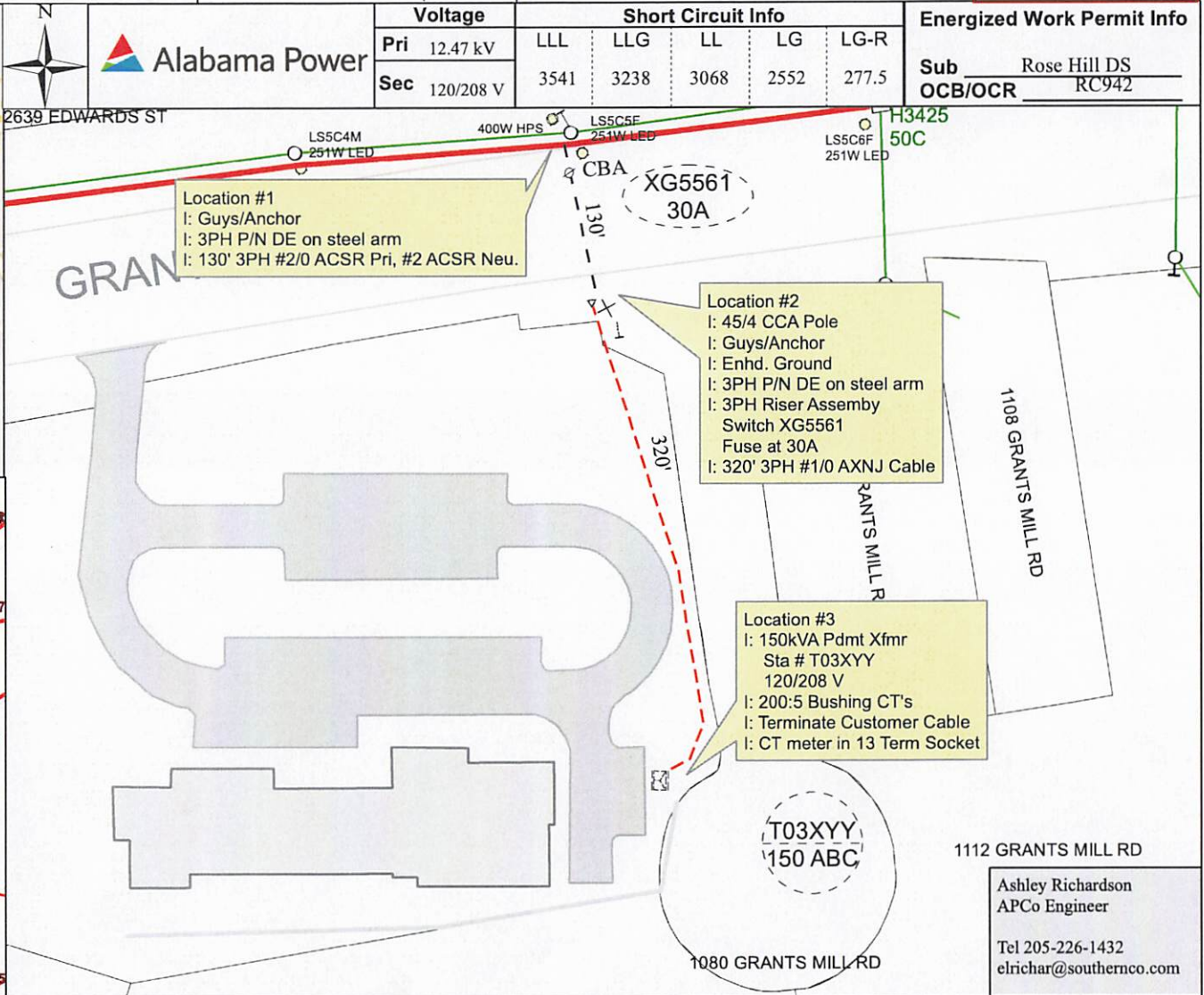
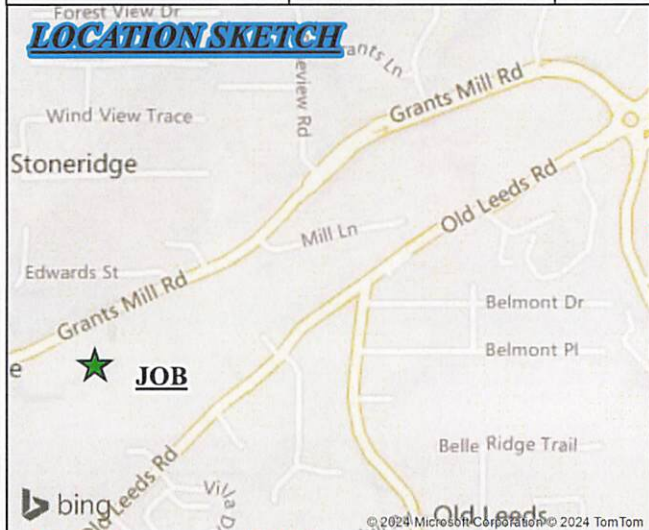
**SKETCH OF PROPOSED WORK - SIMPLIFIED W.E.**

Map Center UTM:  
1736313 12172581

Map Center LatLon:  
33.531087 -86.685209

1 inch = 67 feet

<b>Customer</b> IRONDALE PUBLIC LIBRARY	<b>Location</b> 1038 Grants Mill Road	<b>Cmtd. Svc Date</b>	<b>County</b> Jefferson	<b>Section</b> 30	<b>Township</b> 17S	<b>Range</b> 01W	<b>MISSALL#</b>	<b>Job No.</b> <b>A6173-06-AE24</b>
<b>Division</b> PD Birmingham	<b>District</b> Metro South	<b>Town</b> Irondale	<b>UserID</b> elrichar	<b>Created:</b> 3/11/2024	<b>Substation</b> X- 03952	<b>Rose Hill DS</b> Y- L2493		



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Ashley Richardson  
APCo Engineer  
Tel 205-226-1432  
elrichar@southernco.com