

Grant of Easement for Overhead and Underground Facilities within a Subdivision

STATE OF ALABAMA

COUNTY OF SHELBY

This instrument prepared by: **S. HOPKINS****20200903000392380****09/03/2020 10:10:05 AM****ESMTAROW 1/3**

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

KNOW ALL MEN BY THESE PRESENTS, That the undersigned MALLARD LANDING DEVELOPMENT LLC (hereinafter known as "Grantor", whether one or more) is the owner of record of the real property more particularly described in that certain instrument recorded in INSTRUMENT #20151228000440570, in the Office of the Judge of Probate of the above-named County (hereinafter "the Property") which Grantor intends to subdivide; and

WHEREAS, Grantor desires to have Alabama Power Company and/or its successors and assigns (the "Company") construct, operate and maintain electric distribution and service facilities to provide electric service to houses or other improvements to be constructed upon the Property, and therefore is willing to grant to the Company easements, rights, and privileges for the construction, operation and maintenance of such electric facilities.

NOW, THEREFORE, for and in consideration of One and No/100 Dollars (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor does hereby agree and covenant with the Company as follows:

1. Grantor does hereby grant to the Company, its successors and assigns, the right from time to time to construct, install, operate, maintain, repair and replace in, over and under the surface of the Property, conductors, poles, cables, transformers, switchgear, light poles and associated fixtures, and all other facilities useful or necessary in connection therewith (collectively, "Facilities"), for the transmission and distribution of electric service, and also for communication service, along routes and in areas to be selected by the Company as provided herein, together with the right of ingress and egress to and from the easement areas and all other rights and privileges necessary or convenient for the full use and enjoyment thereof:
 - a) Overhead Distribution Line Easement: An easement for the Company's electric distribution and communication Facilities, which shall be thirty (30) feet wide, and shall extend fifteen (15) feet on all sides of said Facilities, as and where now or hereafter installed by the Company; the right to install, maintain, and use anchor and guy wires on land adjacent to said right of way; and also the right to clear, and keep clear any and all trees, undergrowth, structures, obstructions, or obstacles of whatever character, on, under and above said easement which, in the opinion of the Company, may now or hereafter endanger, interfere with, or threaten to endanger the operation and maintenance of, the Company's Facilities, and also 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.
 - b) Overhead Service Easement: An easement for the Company's service Facilities to each house or other improvement, now or hereafter constructed on each subdivided lot on the Property. Such service easement shall extend five (5) feet on all sides of said Facilities running to the service entrance for each house or other improvement, as and where now or hereafter installed by the Company; together with 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 which, in the opinion of the Company, may now or hereafter endanger, interfere with, or threaten to endanger the operation and maintenance of, the Company's Facilities.
 - c) Underground Distribution Line Easement: An easement for the Company's underground Facilities, which shall be ten (10) feet wide, and shall extend the greater of five (5) feet from road right-of-way or five (5) feet from all sides of the underground conduits and conductors, as and where now or hereafter installed by the Company; together with the right to excavate the soil within said easement, and remove any trees, rocks and other obstructions, as necessary or convenient, for the construction, maintenance, repair, replacement, safety or operation of Company Facilities, 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 which, in the opinion of the Company, may now or hereafter endanger, interfere with, or threaten to endanger the operation and maintenance of the Company's Facilities, and also to prevent the surface elevation over said Facilities from being reduced by more than four (4) inches, unless permitted in writing by the Company in each instance.
 - d) Easement for Above-Ground Facilities Associated with Underground Distribution Lines: An easement for the Company's above-ground Facilities necessary or useful for providing underground service to buildings or other improvements, specifically including riser poles, guy wires and anchors at those places where the Company's Facilities enter and leave any subdivision, and all pad-mounted equipment which shall include any and all portions of the Property on which such Facilities are constructed or installed. The width of the Company's above-ground easement will depend on the type of equipment: for poles, the right of way will extend fifteen (15) feet on all sides of such poles as where now or hereafter installed; for all other overhead Facilities, the right of ways shall extend five (5) feet on all sides as and where now or hereafter installed by the Company. Further, with respect to overhead Facilities, the Company is also granted the right to install and use anchor(s) and guy wires on land adjacent to said right of way, the right to clear, and keep clear, any and all trees, undergrowth, structures, obstructions, or obstacles of whatever character, on, under, and above said easement which, in the opinion of the Company, may now or hereafter endanger, interfere with, or threaten to endanger the operation and maintenance of, the Company's Facilities, and also 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.

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- e) Underground Service Easement: An easement for the Company's service facilities to each house or other improvement, now or hereafter constructed on each subdivided lot on the Property. Such service easement shall extend five (5) feet on all sides of said Facilities running to the service entrance for each house or other improvement, as and where now or hereafter installed by the Company; together with the right to excavate the soil within said easement, and remove any trees, rocks and other obstructions, as necessary or convenient for the construction, maintenance, repair, replacement, safety or operation of the Company's Facilities, 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 which, in the opinion of the Company, may now or hereafter endanger, interfere with, or threaten to endanger the operation and maintenance of, the Company's Facilities, and also to prevent the surface elevation over said Facilities from being reduced by more than four (4) inches, unless permitted in writing by the Company in each instance.
- f) Easement Locations: As provided above, the particular areas to be covered by the easements granted herein are to be determined by the locations at which the Company installs its various Facilities. Unless the right is granted pursuant to a separate instrument, and except with respect to Facilities described in paragraph 1. b) above, the Company agrees that it will only install its Facilities within the following described areas to be determined by subdivision plat(s) to be recorded in the Probate Office records in the County in which the Property is located:
- (i) within road rights-of-way;
 - (ii) within ten (10) feet of the boundaries of road rights-of-way;
 - (iii) within ten (10) feet of any front and rear property lines of the lots shown on the subdivision plat(s);
 - (iv) within five (5) feet of any side property lines of the lots shown on said plat(s);
 - (v) within any area shown or described on said plat(s) as an area for electric utility facilities or utility facilities in general

To the extent that any lot line abuts a lot line of another lot in the same subdivision, it shall be deemed a side lot line. All other lot lines shall be deemed front or rear lot lines. The dimensions of the particular easement areas are described in paragraphs 1. a), b), c), d), and e) and the locations are to be determined by the locations at which such Facilities are installed.

2. 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.
3. The Company shall not be liable for any damages to or destruction of any shrubs, trees, roots, flowers, grass or other plants caused by the equipment or employees of the Company or its contractors engaged in the construction, operation, maintenance, repair, replacement or removal of the Company's Facilities. Appropriate meter locations must be obtained from the Company prior to installing or relocating service entrance facilities.
4. The Company will retain title to all Facilities installed by the Company or its contractors, including but not limited to the service lateral and outdoor metering socket serving each house or other improvement and said service entrance facilities provided by the Company will not in any way be considered a fixture or fixtures and thereby a part of said real estate, but will remain personal property belonging to the Company and will be subject to removal by the Company in accordance with applicable Rules and Regulations filed with and approved by the Alabama Public Service Commission.
5. 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 JASON E Spinks, its authorized representative, as of the 22 of July, 2020.

ATTEST (if required) or WITNESS:

[Signature]
Signature

Title

GRANTOR: [Signature]
Signature

Title

Managing Member

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

W.E. # A6170-08-AA20 A6170-40-AA20 Transformer # T01H2V, T01H2W, T01H31, T01H2X, T01H32

All facilities on Grantor: NO ¼, ¼ STR & LOC to LOC: 21S-02W-30 SW/NW, NW/NW 21S-02W-25 NE,NE

Subdivision Information (if applicable): MALLARD LANDING PHASE 1

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CORPORATION 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 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 Alabama

COUNTY OF Shelby

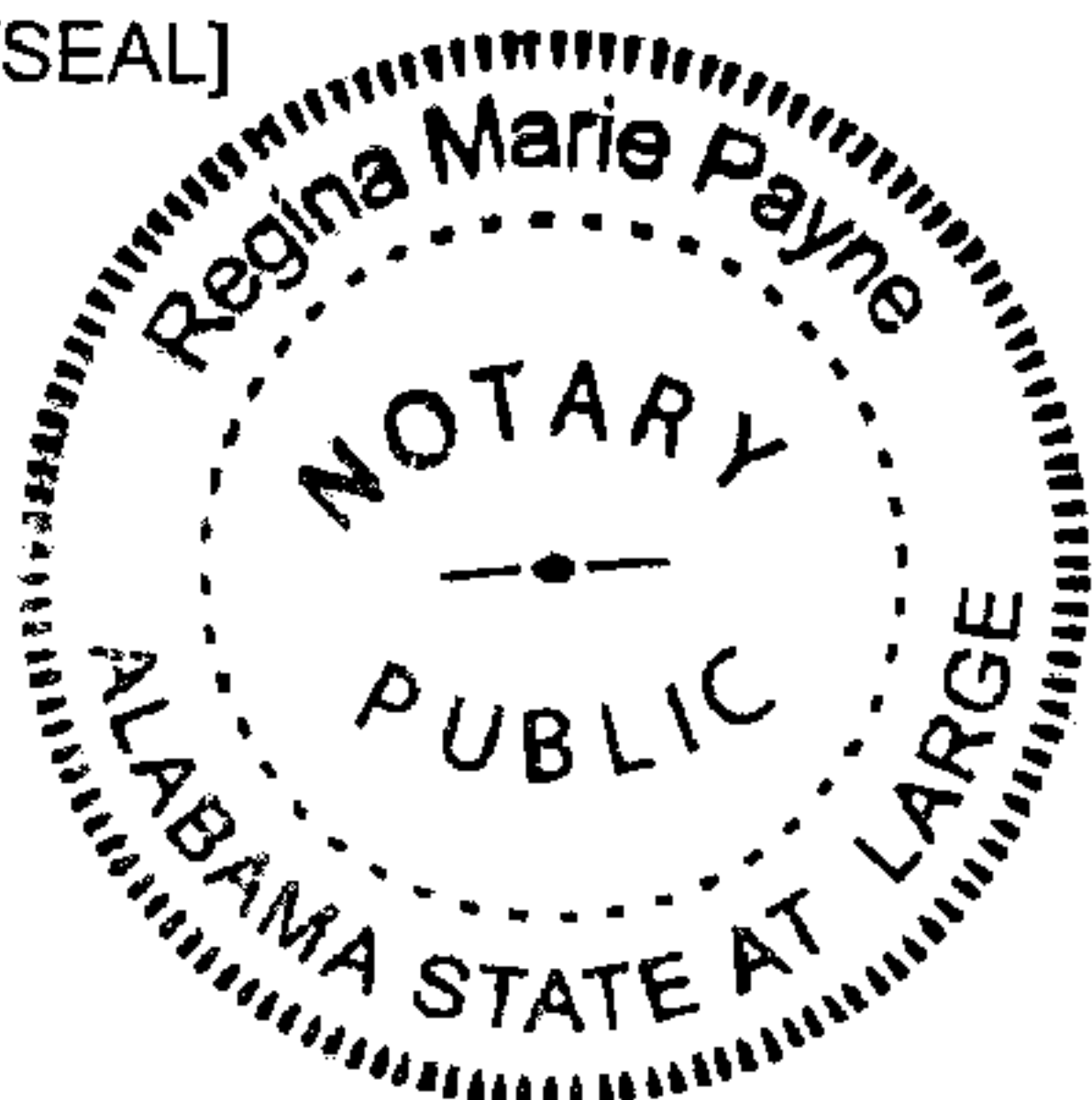
I, Regina Marie Payne, a Notary Public in and for said County in said State, hereby certify that Jason E Spinks, whose name as Jason A Spinks of Mallard Landing Development LLC, a managing member, acting in its capacity as managing member of Mallard Landing Development LLC a LLC Company is signed to 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 managing member and with full authority, executed the same voluntarily, for and as the act of said managing member acting in such capacity as aforesaid.

Given under my hand and official seal this the 22nd day of July, 2020

[SEAL]

Regina Marie Payne
Notary Public

My commission expires: 4-6-22



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
09/03/2020 10:10:05 AM
\$29.00 CHARITY
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Allen S. Bayl