

\$500.00

Source of Title:

Instrument # 2000-36466

**Grant of Easement in Land for  
an Underground Subdivision**

STATE OF ALABAMA


COUNTY OF SHELBY

W.E. No. A6170-08-A312

**APCO Parcel No. 70248570**

This instrument prepared by: Dean Fritz

Alabama Power Company  
P. O. Box 2641  
Birmingham, Alabama 35291

  
20120628000228750 1/5 \$24.50  
Shelby Cnty Judge of Probate, AL  
06/28/2012 04:13:33 PM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS, That River Oaks Properties, LLC as grantor(s), (the "Grantor", whether one or more) is the owner of record of the real estate in Shelby County, Alabama which Grantor intends to subdivide, located in the North  $\frac{1}{2}$ ; the SE  $\frac{1}{4}$  of SW  $\frac{1}{4}$ ; the East  $\frac{1}{2}$  the NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$ , and the SE  $\frac{1}{4}$  of Section 17, Township 20 South, Range 3 West and more particularly described on Exhibit A, attached hereto and made a part hereof (hereinafter "the Property"); and

**WHEREAS**, Grantor desires to have Alabama Power Company (the "Company") construct, operate and maintain underground 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 rights, easements and rights-of-way 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 following rights, easements and rights-of-way for the purposes of constructing, operating, maintaining, repairing and replacing in, over and under the surface of the Property, conductors, riser poles, guy wires and anchors at those places where the Company's facilities enter and leave any subdivision, conduits, cables, transformers, switchgear, transclosers, and all other facilities useful or necessary in connection therewith, for the underground transmission and distribution of electric service, and also for underground 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. Underground Distribution Line Easement. An easement and right-of-way for the Company's underground electric distribution and communication facilities, which shall be ten (10) feet wide, and shall extend five (5) feet on each side of the center lines 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 strips of land, and remove any trees, rocks and other obstructions, as necessary or convenient for the construction, maintenance, repair, replacement, safety or operation of said line or lines, and also the right to keep the easement strips clear of trees, roots, shrubs, brush, undergrowth, buildings, fences and other structures and other obstructions or any condition which may, in the sole opinion of the Company, endanger the safety of, 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 six (6) inches, unless permitted in writing by the Company in each instance.
  - B. Easement for Above-Ground Facilities Associated with Underground Distribution Lines: An easement and right-of-way for the Company's above-ground facilities necessary or useful for providing underground service to buildings or other improvements, 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, and shall also extend fifteen (15) feet in all directions from the outer perimeter of such poles and five (5) feet in all directions from the outer perimeter of such pads, anchors and other facilities and five (5) feet to each side of such guy wires, as and where now or hereafter installed by the Company and the right to clear, and keep clear, such areas of trees, roots, shrubs, brush, undergrowth, buildings, fences and other structures and other obstructions or any condition which may, in the sole opinion of the Company, endanger the safety of, interfere with, or threaten to endanger the operation and maintenance of the Company's facilities and the right to cut and trim and keep cut and trimmed all dead, weak, leaning or dangerous trees and limbs outside of such areas that, in the sole opinion of the Company, might now or may hereafter endanger, interfere with or fall upon any such riser poles or overhead conductors or guys attached thereto.

Shelby County, AL 06/28/2012  
State of Alabama  
Deed Tax: \$.50



- C. Underground Service Easement: An easement and right-of-way 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 each side of the center line of the underground electric service conduit or line 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 for installation, replacement, repair and removal thereof; and also the right to clear, and keep clear, such areas of trees, roots, shrubs, brush, undergrowth, buildings, fences and other structures and other obstructions or any condition which may endanger the safety of, or 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 six (6) inches, unless permitted in writing by the Company in each instance.
- D. 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, 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; and

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, 1.B and 1.C and the locations are to be determined by the locations at which such facilities are installed.

In the event it becomes necessary or desirable for the Company to move any of its facilities in connection with the construction or improvement of any public road or highway in proximity to its facilities, the Company is hereby granted the right to relocate its said facilities and, as to such relocated facilities, to exercise the rights granted above; provided, however, the Company shall not relocate its facilities on the Property at a distance greater than ten (10) feet outside the boundary of the right of way of any such public road or highway as established or re-established from time to time.

2. 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.
3. 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.

TO HAVE AND TO HOLD the foregoing easements, rights and privileges to the Company, its successors and assigns, forever.

IN WITNESS WHEREOF, this instrument has been executed this the 14 day of JUNE, 2012

WITNESS/ATTEST

GRANTOR:

River Oaks Properties, LLC

Name of Individual/Company/Partnership/LLC

Signature of Individual/Officer/Partner MEMBER



20120628000228750 2/5 \$24.50  
Shelby Cnty Judge of Probate, AL  
06/28/2012 04:13:33 PM FILED/CERT

70248570

CORPORATION/PARTNERSHIP/LLC NOTARY

STATE OF ALABAMA }  
COUNTY OF Shelby }

I, Joel Dean Fritz, a Notary Public in and for said County in said State, hereby certify  
that Kendall Zettler, whose name as  
member mgr of River Oaks Properties, a  
LLC, [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  
member mgr. and with full authority, executed the same voluntarily, for and as the  
act of said LLC [acting in such capacity as aforesaid].

Given under my hand and official seal this the 14<sup>th</sup> day of June, 2012.

[SEAL]

Joel Dean Fritz  
Notary Public

My commission expires: 12-7-14

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA }  
COUNTY OF \_\_\_\_\_ }

I, \_\_\_\_\_, a Notary Public in and for said County, in said State,  
hereby certify that \_\_\_\_\_, whose name(s) (is/are) signed to the  
foregoing instrument, and who (is/are) known to me, acknowledged before me on this date that, being informed of the contents of  
the agreement, (has/have) executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_



20120628000228750 3/5 \$24.50  
Shelby Cnty Judge of Probate, AL  
06/28/2012 04:13:33 PM FILED/CERT



WE # A6170-08-A312

Parcel # 70248570

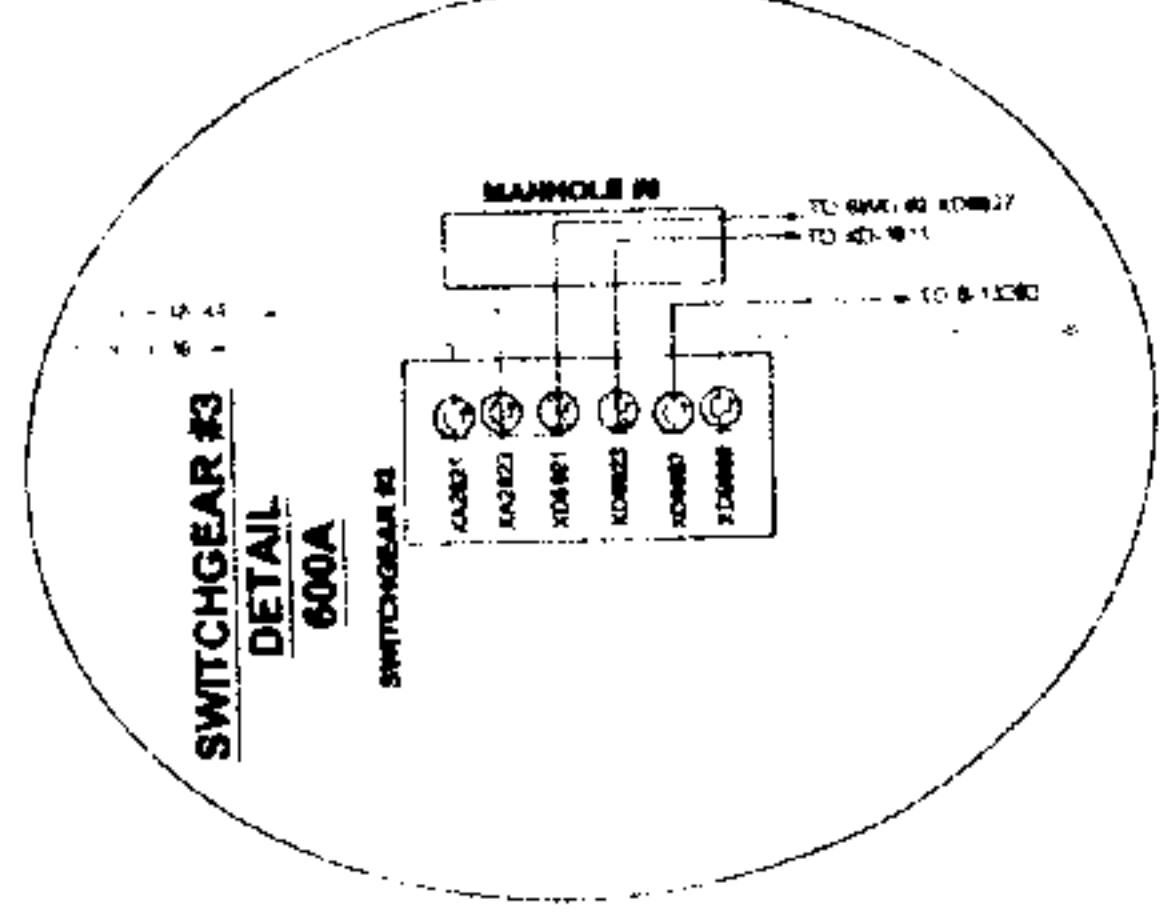
"EXHIBIT A"

Description of Property

Begin at the Southeast corner of Section 17, Township 20 South, Range 3 West, Shelby County, Alabama; thence run West along the South line of said Section for 2761.59 feet to a point on the Southeasterly right of way line of Shelby County Highway No. 52; thence turn 150 deg. 59 mm. 28 sec. right and run Northeasterly along said road right of way for 527.96 feet; thence turn 3 deg. 44 mm. 57 sec. right and run Northeasterly along said road right of way for 636.25 feet; thence turn 2 deg. 47 mm. 00 sec. right and run Northeasterly along said right of way for 212.25 feet to the point of a curve to the left, said curve having a radius of 1167.46 feet and run along the arc of said curve and said road right of way for 587.51 feet to a point; thence run Northeasterly along the tangent to said curve at said point and along said road right of way for 45.49 feet to the point of a curve to the right, said curve having a radius of 2251.83 feet and run along the arc of said curve and said road right of way for 341.93 feet to a point; thence run Northeasterly along the tangent to said curve at said point and along said road right of way for 393.59 feet to the point of a curve to the right, said curve having a radius of 1454.71 feet and run along the arc of said curve and said road right of way for 573.15 feet to a point on the East line of said Section 17; thence turn 109 deg. 13 mm. 13 sec. right from the tangent to said curve and run Southerly along said Section line for 1805.52 feet to the point of beginning.



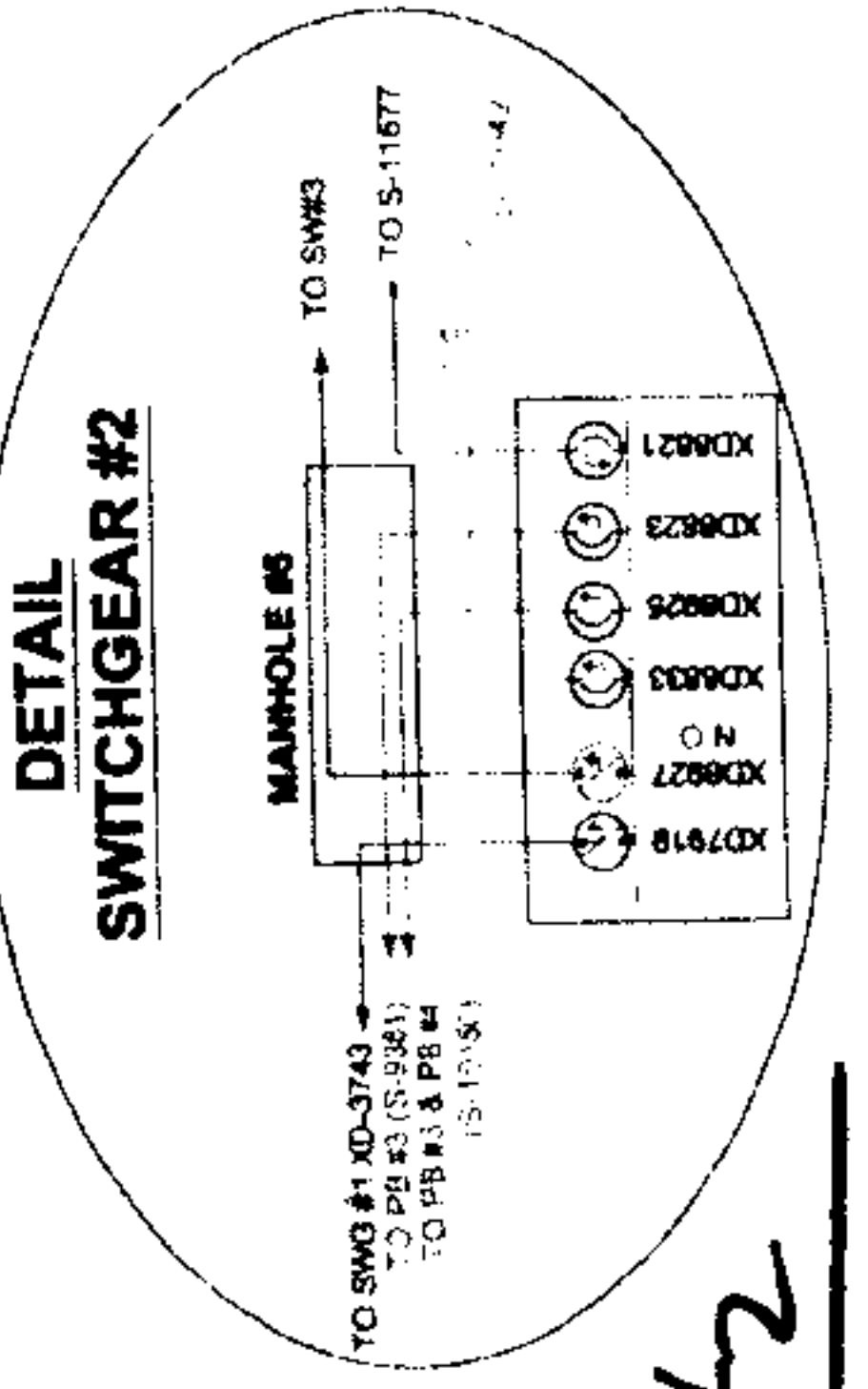
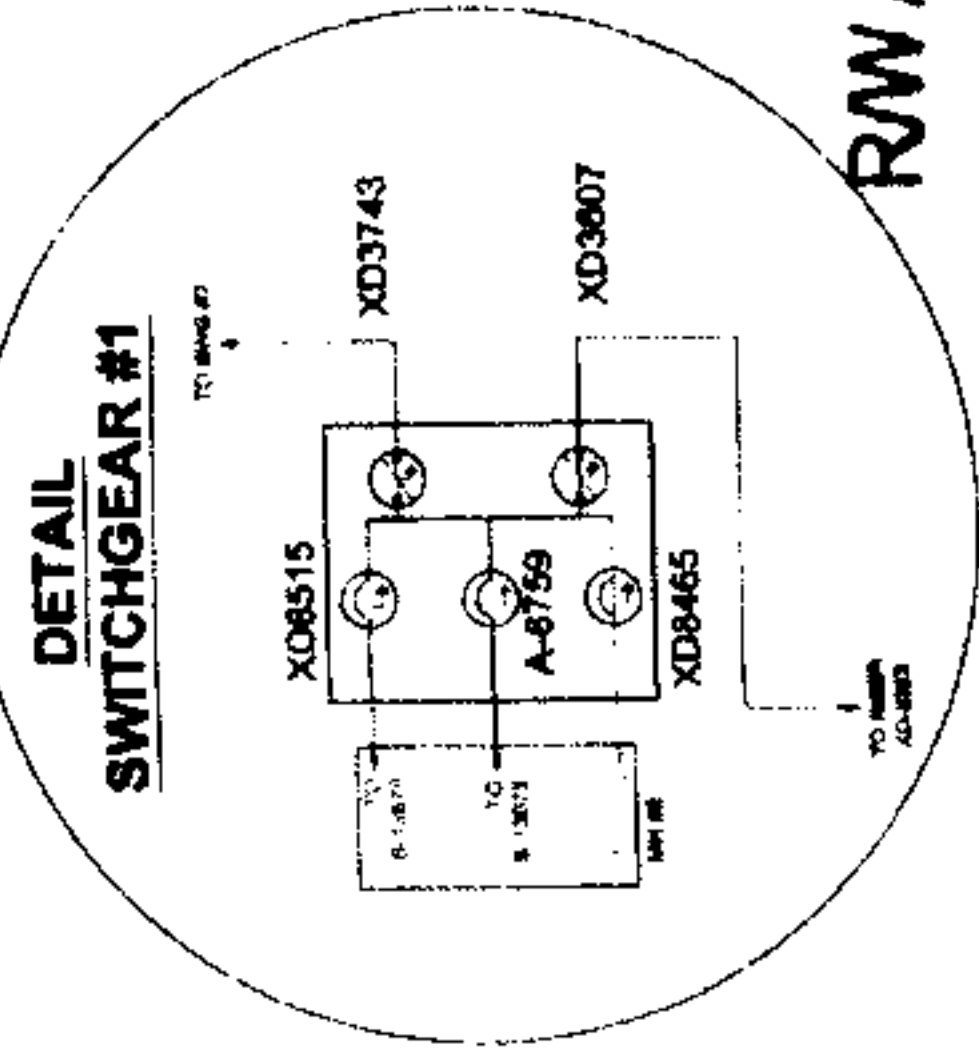
20120628000228750 4/5 \$24.50  
Shelby Cnty Judge of Probate, AL  
06/28/2012 04:13:33 PM FILED/CERT



Device No:	100354	Voltage:	55
Feeder:	ELVIRA_DS_03146		
Equipment Type:	600_D		
LLI:	4742	LO:	3337
LLB:	4320	LO-B:	745
LL:	4107		

RIVER LOADING CHART	
SWITCH NORMAL LOAD	EMERGENCY LOAD
XA0821 12.1 AMPS	22.2 AMPS
XA0822 10.1 AMPS	22.2 AMPS

ELVIRA ROAD OR  
FEEDER #1 40108

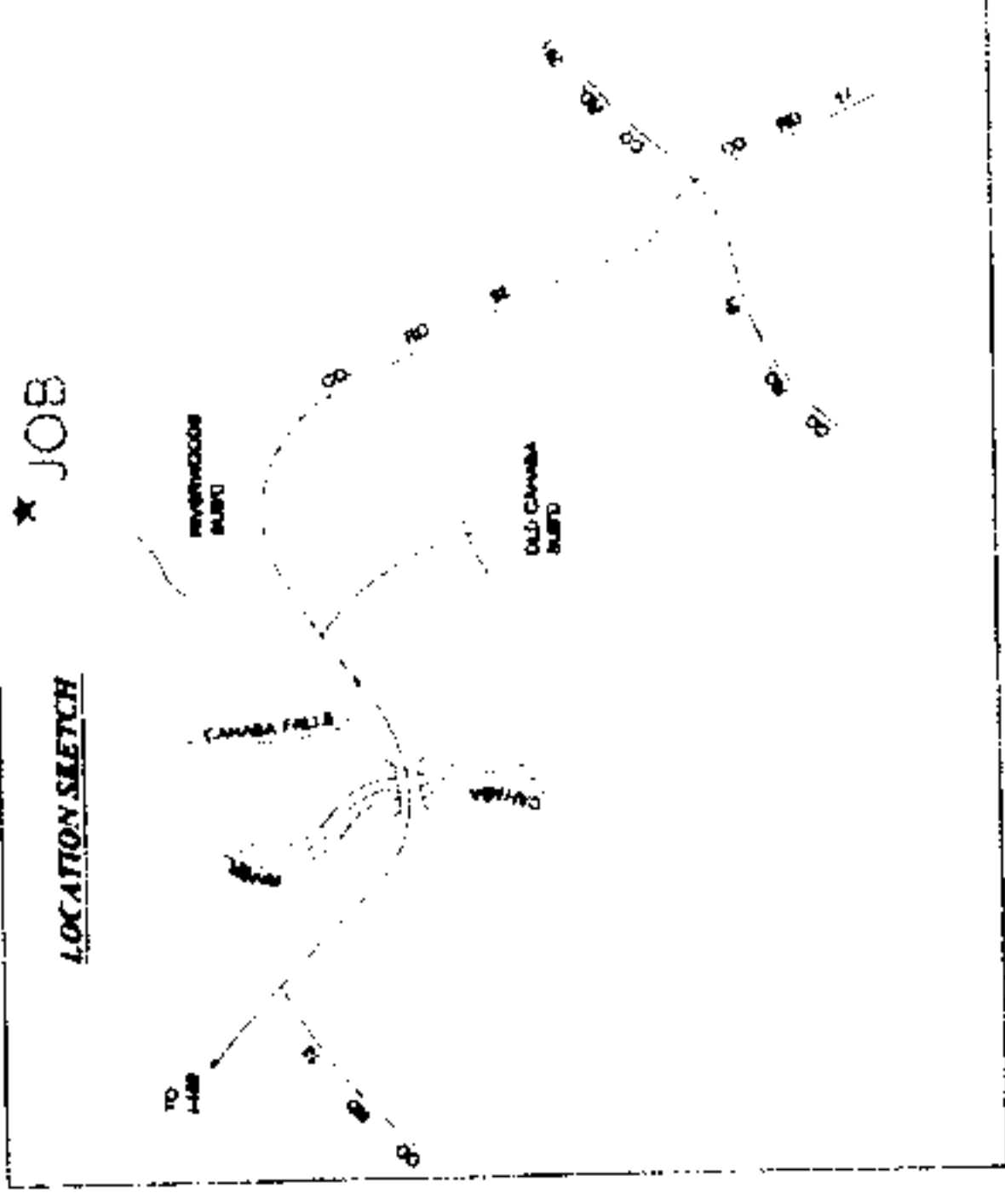


RAW Agent Dean Fritz  
Date Assigned 6-4-12  
Date Cleared 6-14-12  
Parcel # 70248570

20120628000228750 5/5 \$24.50  
Shelby Cnty Judge of Probate, AL  
06/28/2012 04:13:33 PM FILED/CERT

- Notes:
1. Power loading 100VA based on L.F.R.D. 31 & 41 A/C
  2. Flicker Calculated on 41 A/C
  3. Primary Cable to be 4/0 ALN 35KV Cable Direct Buried 42in Spine Ground
  4. A1 Secondary will be Direct Buried & consist of 2 #500 AL & 1 #400 AL
  5. 600V Cable
  6. Maximum Voltage Drop Calculated at 108.830 & 3.58%
  7. Maximum Voltage Drop Calculated at 108.830 & 4.84%
  8. A/C Contractor to perform all trenching, install all cable, Transformer

0 200 400  
PLAN SCALE



ALABAMA POWER COMPANY  
JOB: PD BIRMINGHAM SOUTH REGION  
DETAIL: PROVIDE SERVICE TO  
RIVERWOODS SECTOR EIGHT PHASE

MAP REF: BAK SEC: 17 TP: 205 R: 03W  
DATE: 06/28/12

SCALE: 1" = 200'  
SHEET 1 OF 1 SHEETS  
SUBSHEETS: D-A17048-A12