

Source of Title:

Instrument Number: 20100325000086350

Grant of Easement in Land for
an Underground Subdivision

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20160224000057180

02/24/2016 03:36:35 PM

ESMTAROW 1/4

STATE OF ALABAMA

COUNTY OF SHELBY

W.E. No. A6170-08-AG15

APCO Parcel No. 70276885

This instrument prepared by: Shannon Floyd

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

KNOW ALL MEN BY THESE PRESENTS, That The Crossings Investment Co., 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 (consisting of 23 lots on Polo Circle), located in the N ½ of the NE ¼ of Section 26 and in the S ½ of the SE ¼ of Section 23, both Sections in Township 19 South, Range 1 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 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 five (5) feet in all directions from the outer perimeter of such pads, and other facilities, 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.
 - 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, and except with respect to facilities described in paragraph 1.C 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 of Polo Circle;
- (ii) within ten (10) feet of the boundaries of road rights-of-way of Polo Circle;
- (iii) within ten (10) feet of any front 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) where facilities are installed;
- (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 1 day of Feb, 2016

WITNESS ATTEST

GRANTOR:

The Crossing Investments LLC
Name of Individual/Company/Partnership/LLC

[Signature]
Signature of Individual/Officer/Partner

For Alabama Power Company Corporate Real Estate Department Use Only

SKETCH OF PROPOSED WORK - SIMPLIFIED W.E.

Map Center:

Latlon Center: 33.356791
-86.607418

County: Shelby

Section: 26

Township: 19S

Range: 01W

Customer	POLO CROSSINGS URD ROAD #5	Location	POLO FIELD WAY	Entiret. Svc Date	8/31/2018	Callback Date	8/7/2015	Missail No.		WE #	A6170-08-AG15
Region	BIRMINGHAM	District	VARNONS	Town	CHELSEA	Created:	1/18/2016	Date Good Thru Date		Engineer	SHGUY--10820
Acquisition Agent	SHANNON FLOYD	Date R/W Assigned	1/11/2016	Date R/W Cleared		X- 460118	Y- XA1221 & XA1223	Scale	1 inch = 115 feet	JETS Reference	

WORK LOCATIONS

- 1) 2 PRIMARY SPLICES
- 2) 1: 100 KVA 7.2 KV PDMT
- 3) 1: 100 KVA 7.2 KV PDMT
- 4) MOVE N.O. FROM ST #S15841 TO ST #S80418

2.1, 2.2, 2.3, 3.1, 3.2, 3.3, 3.4
1: SECONDARY PEDESTALS

LIGHTS TO BE INSTALLED ON
AB170-40-
AT LOT LINES OF 111 & 112.
85 & 96, 103 & 104

Notes for Job

- 1) W.E. REQUIRED IN ORDER TO PROVIDE 120/240 V UG SVC TO 21 LOTS ON POLO CIRCLE OF POLO CROSSING URD
- 2) XFMR LOADING BASED ON 2400-3200 SQ FT. ALL ELECTRIC HOMES WITH ST HP
- 3) VD & FKR LISTED ARE WORST CASES FOR EACH XFMR LOC
- 4) RISER LOADING BASED ON SOCKET CALCULATIONS
- 5) DEVELOPER TO TRENCH & INSTALL COMPANY PROVIDED CONDUIT AT ROAD CROSSINGS PER APCO & SHELBY COUNTY SPECIFICATIONS
- 7) ALL PRIMARY TO BE #10 AXN 15 KV DIRECT BURIED 42" BELOW GRADE EXCEPT WHEN CROSSING DIVIDED LOT LINES
- 8) CONTRACTOR TO DIRECT BURY #250 UTA SECONDARY TO ALL PEDESTALS AND/OR LOT LINES 36" BELOW GRADE EXCEPT IN CONDUIT AT CROSSINGS
- 9) ALL FUTURE SERVICES TO BE #40 UTA DIRECT BURIED 36" BELOW GRADE
- 10) SERVICE LENGTH PROVIDED FOR EACH LOT IS 70' PER CSP ANY EXTRA SERVICE LENGTH TO BE PAID FOR BY DEVELOPER BEFORE SERVICE IS CONNECTED
- 11) ROCK CHARGES TO BE BILLED, IF ANY, ONCE CONSTRUCTION IS COMPLETE & NO METERS WILL BE SET UNTIL PAYMENT IS RECEIVED
- 12) DEVELOPER CONTACT: COURTNEY MASON
- 13) DEVELOPER CONTACT: COURTNEY MASON

Const. Complete:

POLO XINGS@ CHELSEA

SWITCH

SWITCH	NORMAL LOAD	EMER LOAD	FUSE	1ST XFMR
XA1221	34.44 A	68.89 A	100 A	515840
XA1223	30.88 A	61.75 A	100 A	515841

RISER LOADING CHART

SWITCH	NORMAL LOAD	EMER LOAD	FUSE	1ST XFMR
XA1221	34.44 A	68.89 A	100 A	515840
XA1223	30.88 A	61.75 A	100 A	515841

DATE:

ANY CONSTRUCTION FIELD CHANGES ARE SHOWN IN RED ON THIS PRINT.

Phone Co.

Co. Name

Transfer

Notice Recd

CATV Co.

Co. Name

Transfer

Notice Recd

Accessible

Tree Crew

Permitte Req'd

R/W

City

County

State

Transmission

Voltage

Ph. 7.2 KV

Sec. 120/ 240 V

HOTLINE INFO

Sub: E CHELSEA

Fdr #: 1

Blk #: 460116

OCR #: XD2368

800 VPR 651

Prm Sw: XA1221

XA1223

BOTH 100 A QA

Parcel No: 70276885 All facilities on Grantor: ☒ Pole to Pole: _____

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CORPORATION/PARTNERSHIP/LLC NOTARY

STATE OF ALABAMA }
COUNTY OF Shelby }
I, FRANK ROBERTA, a Notary Public in and for said County in said State, hereby certify
that STEVE ISSIS whose name as
MANAGER of THE CROSSINGS INVESTMENT CO LLC, a
LLC [acting in its capacity as
MANAGER of THE CROSSINGS INVESTMENT CO LLC, a
LLC] 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
MANAGE 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 1 day of FEB, 2016.

[SEAL]

Frank Roberta
Notary Public
My commission expires: My Commission Expires 7/30/2016

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA }
COUNTY OF Shelby }
I, FRANK ROBERTA, a Notary Public in and for said County, in said State,
hereby certify that STEVE ISSIS, 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 1 day of FEB, 2016.

Frank Roberta
Notary Public
My commission expires: My Commission Expires 7/30/2016



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
02/24/2016 03:36:35 PM
\$23.50 CHERRY
20160224000057180

James W. Fuhrmeister