

Source of Title:

Instrument #20150928000338690

500

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

STATE OF ALABAMA

COUNTY OF SHELBY

W.E. No. A6170-08-AA16

APCO Parcel No. 70278904

20160926000350070

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This instrument prepared by: Dean Fritz

Alabama Power Company
2 Industrial Park Drive
Pelham, AL 35124

KNOW ALL MEN BY THESE PRESENTS, That Newcastle Development, 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 NW¼ of the SE¼ of Section 30, Township 20 South, Range 3 West and more particularly described in that certain instrument recorded in Instrument # 20150928000338690 in the Office of the Judge of Probate of said county (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

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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.

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;
- (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.

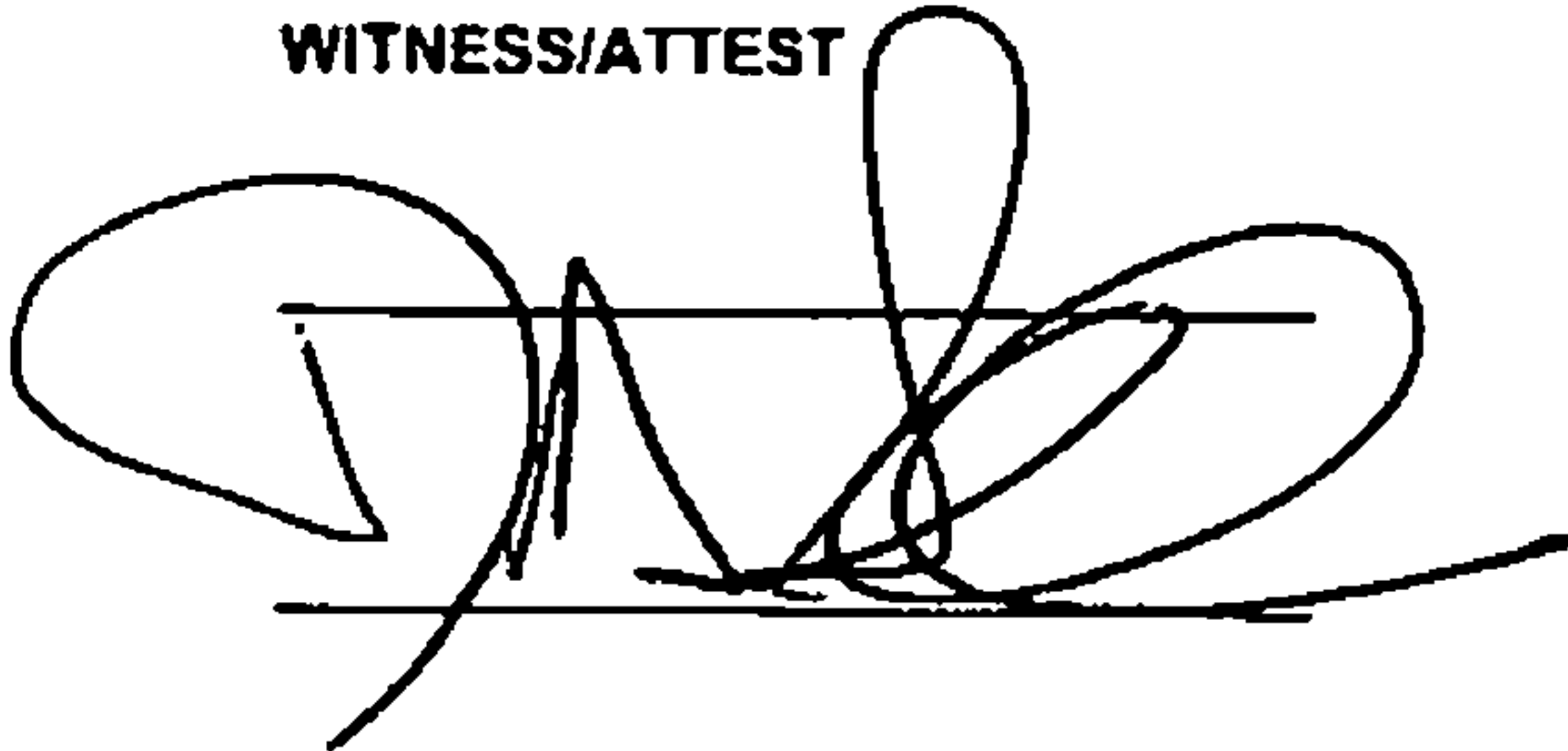
In the event it becomes necessary or desirable for the Company to move any of its facilities in connection with the construction or improvement of any public road or highway in proximity to its facilities, the Company is hereby granted the right to relocate its said facilities and, as to such relocated 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 1st day of May, 2016.

WITNESS/ATTEST



GRANTOR:

Newcastle Development, LLC

Name of Individual/Company/Partnership/LLC



Signature of Individual/Officer/Partner

For Alabama Power Company Corporate Real Estate Department Use Only

Parcel No: 70278904 All facilities on Grantor: X Pole to Pole: _____

CORPORATION/PARTNERSHIP/LLC NOTARY

STATE OF ALABAMA

COUNTY OF Jefferson

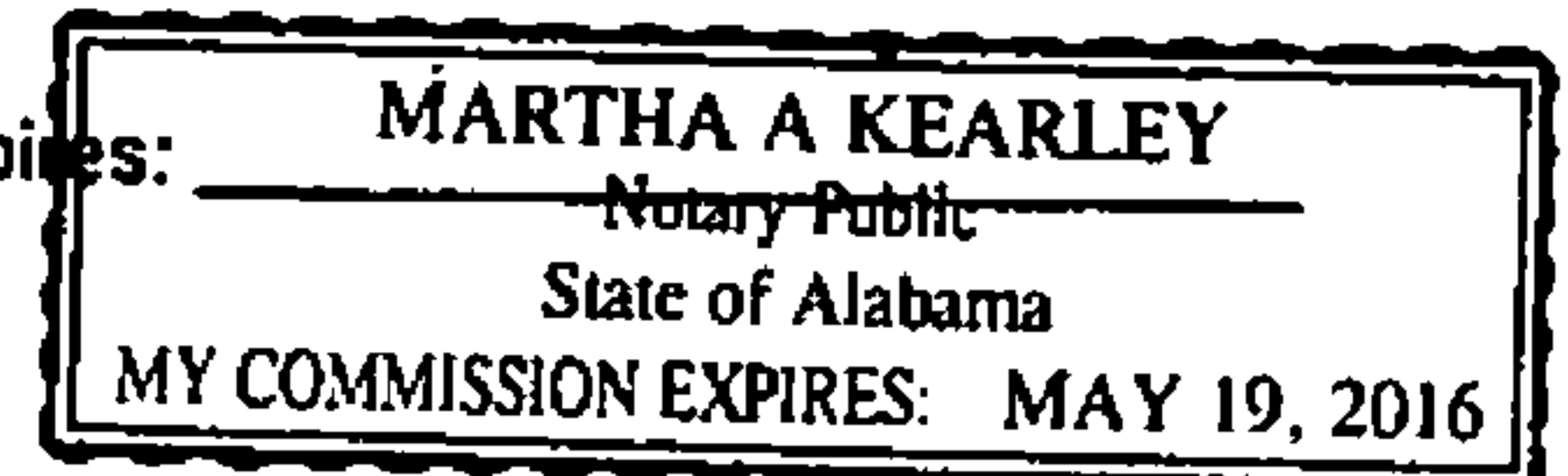
I, Martha A. Kearley, a Notary Public in and for said County in said State, hereby certify
that Glenn Siddle whose name as
Manager of Newcastle Development, LLC a
LLC, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of
the contents of the instrument, he/she, as such _____ and with full
authority, executed the same voluntarily, for and as the act of said LLC.

Given under my hand and official seal this the 4th day of May, 2016.

Martha A. Kearley
Notary Public

{SEAL}

My commission expires:



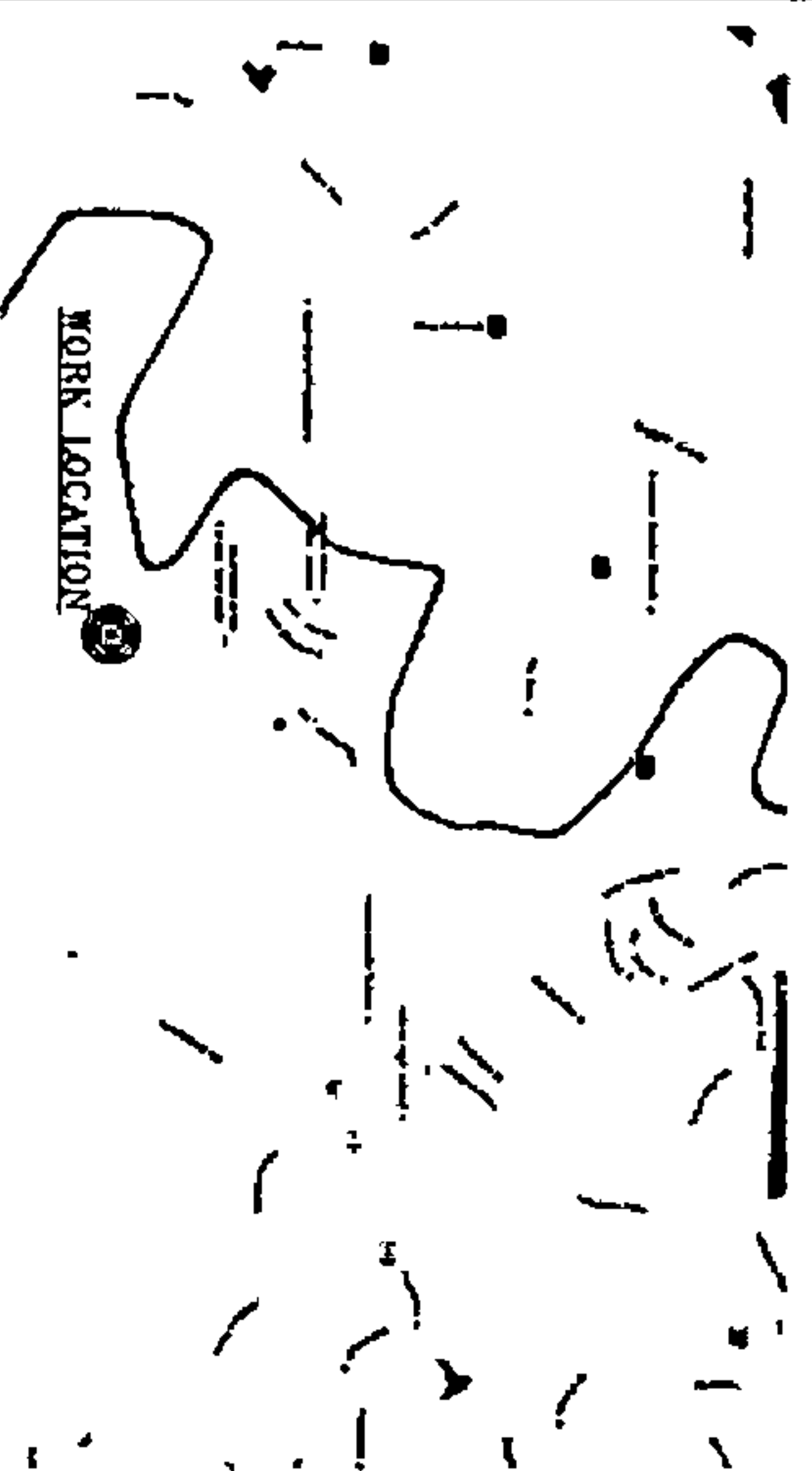
1. CUSTOMER CHANGES TO BE APPROVED BY AUBURN POWER.
2. 1/2" MIN. BORE UNDERGROUND PIPES SHALL BE ATTACHED AS SHOWN IN PIPING DETAIL.
3. PROTECTORS TO PUT OVER COAT SHALL BE APPROVED BY THE CITY.
4. ALL UNDERGROUND INSTALLATIONS TO BE APPROVED BY AUBURN POWER. ALL UNDERGROUND PIPES LOCATIONS SHALL BE FIELD/COORDINATED BY CONTRACTOR OF CUSTOMER'S RESPONSIBILITY.
5. ANY CONNECTION TO AUBURN POWER LINES MUST HAVE AUBURN POWER ENGINEERING/COORDINATION APPROVAL.
6. CONTRACTOR OF CUSTOMER'S RESPONSIBILITY SHALL CONTACT AUBURN POWER TO OBTAIN AUBURN POWER'S APPROVAL OF ANY DESIGN WHICH IS OF LIMITED AUBURN POWER FACILITIES.
7. ANY RIGS, PROPOSED BY AUBURN POWER, SHALL HAVE A 50% OF THE DESIGN SHALL BE SUBJECT TO AUBURN POWER'S CHECKS & APPROVALS BEFORE BEING PERMITTED TO BE CONSTRUCTED.
8. ALL CHANGES TO BE ORDERED TO BE DONE ON LISTS TO BE APPROVED BY AUBURN POWER.
9. A SUMMARY OF THE CHANGES SHALL BE FORWARDED TO AUBURN POWER FOR REVIEW AND APPROVAL.
10. TO REPAIR AND/OR REPLACE UNDER 3/4" DIA. IN 1/2" DIA. WITH 3/4" DIA. UNDER



A SOUTHERN COMPANY
2 LINDSEY ROAD, P.O. BOX 109
PITTSBURGH, ALABAMA 35116

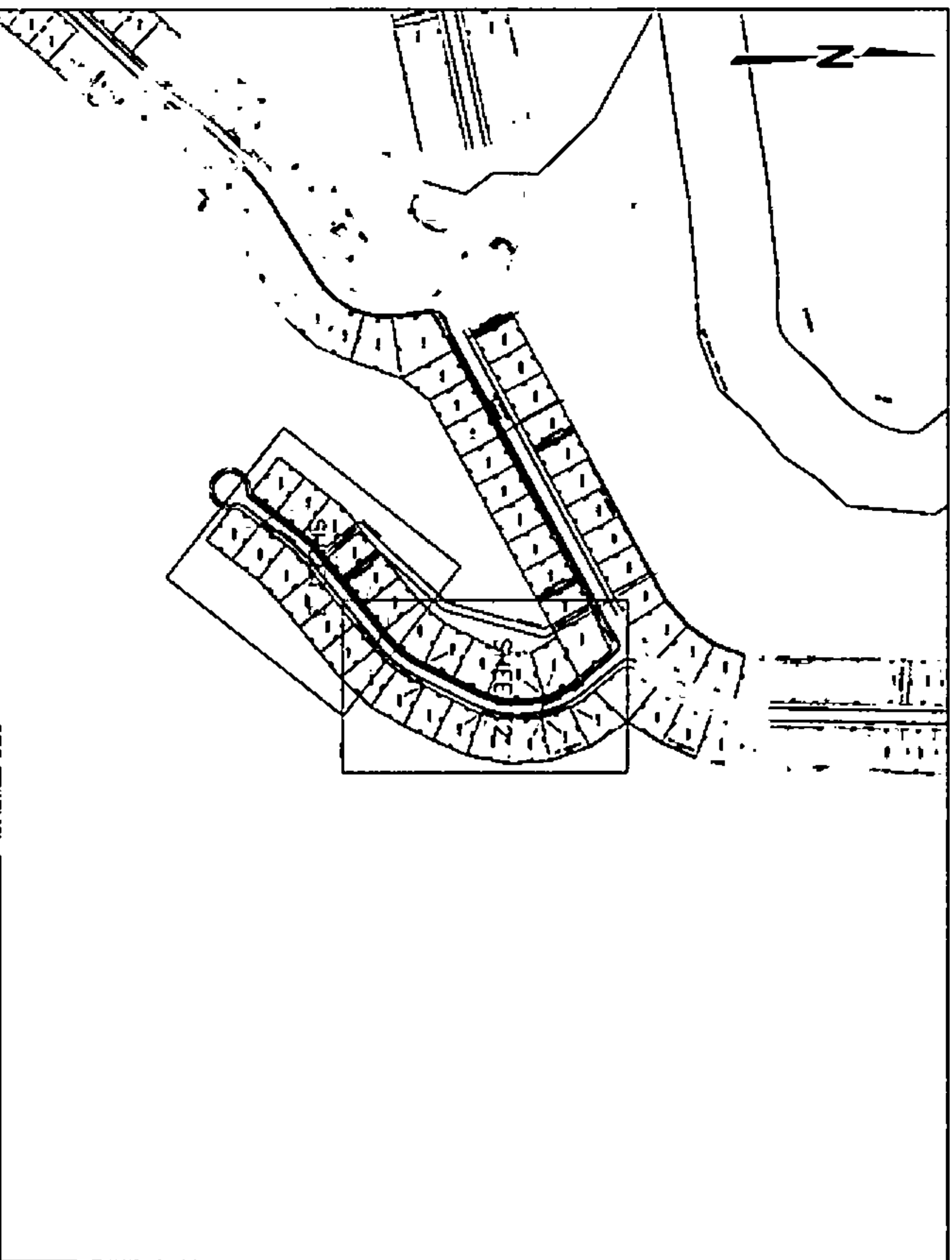
PROJECT CONTACT INFORMATION
CONTRACTOR: D.A. SCHWEDS
ADDRESS:
600 WILKINSON FLOOR 2000

SECT NO.	SECT DESCRIPTION
SM-1	127 SECT
SM-2	UNDERPINNING CONSTRUCTION DETAILS
SM-3	UNDERPINNING CONSTRUCTION DETAILS



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OLD CAHABA SUBDIVISION
SHELBY COUNTY, ALABAMA
HELENA



RIVERBEND SECTOR III

NEWCASTLE DEVELOPMENT, LLC,
ANDY SEIDEL - 205-426-1106

RMW Agent Dean Fritz

Date Assigned 4-12-16

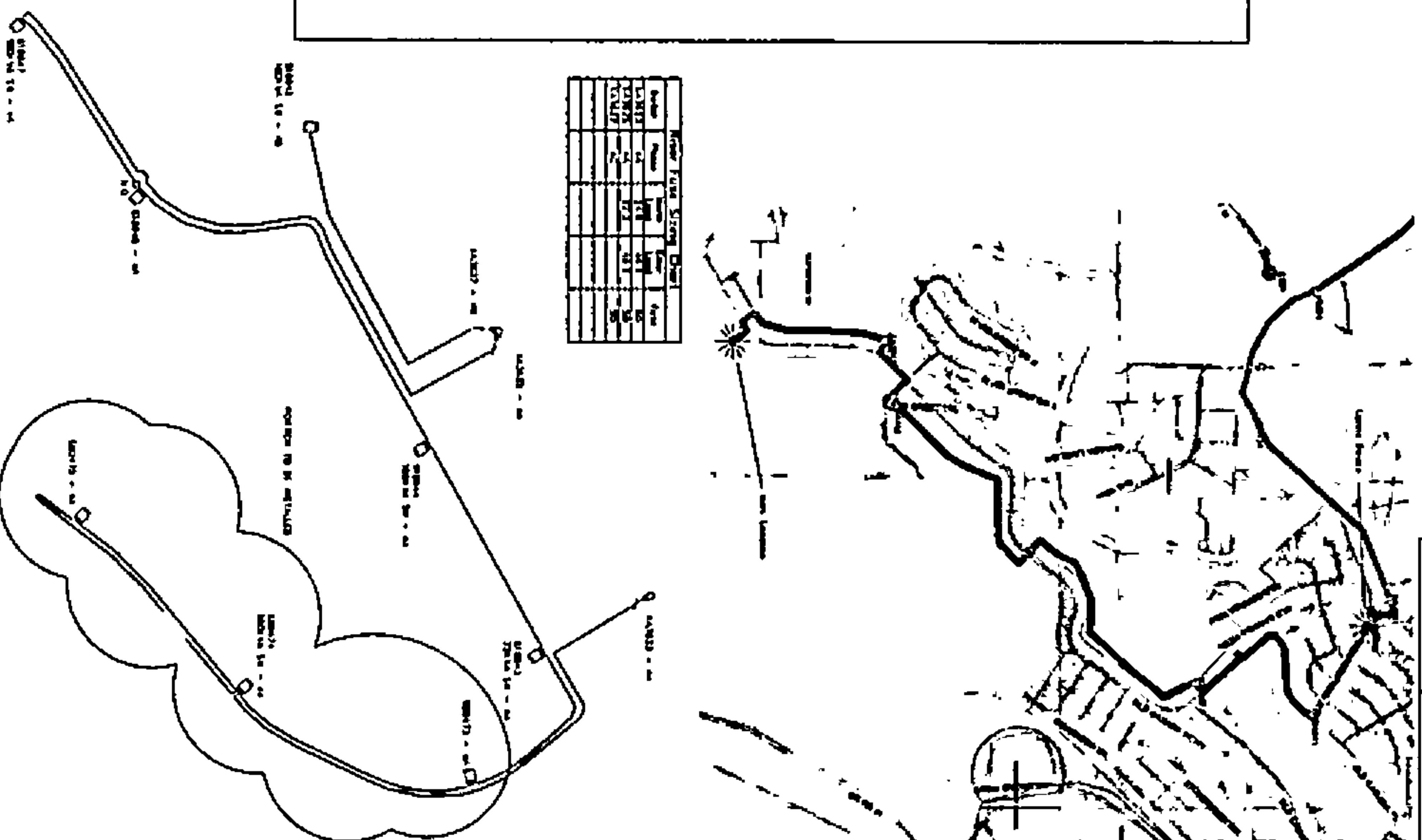
Date Cleared 5-9-16

Parcel # 700778904

County	Shelby
Section	30
10 minutes	205
Range	03W

ENERGIZED LINE WORK	
Sub	Event Record
008/ACCR	48100/402352
CCR Type	600 Y-Port
Station #	445623
Fuse Size	1/2" Fuse Switch
Scheme	N/A

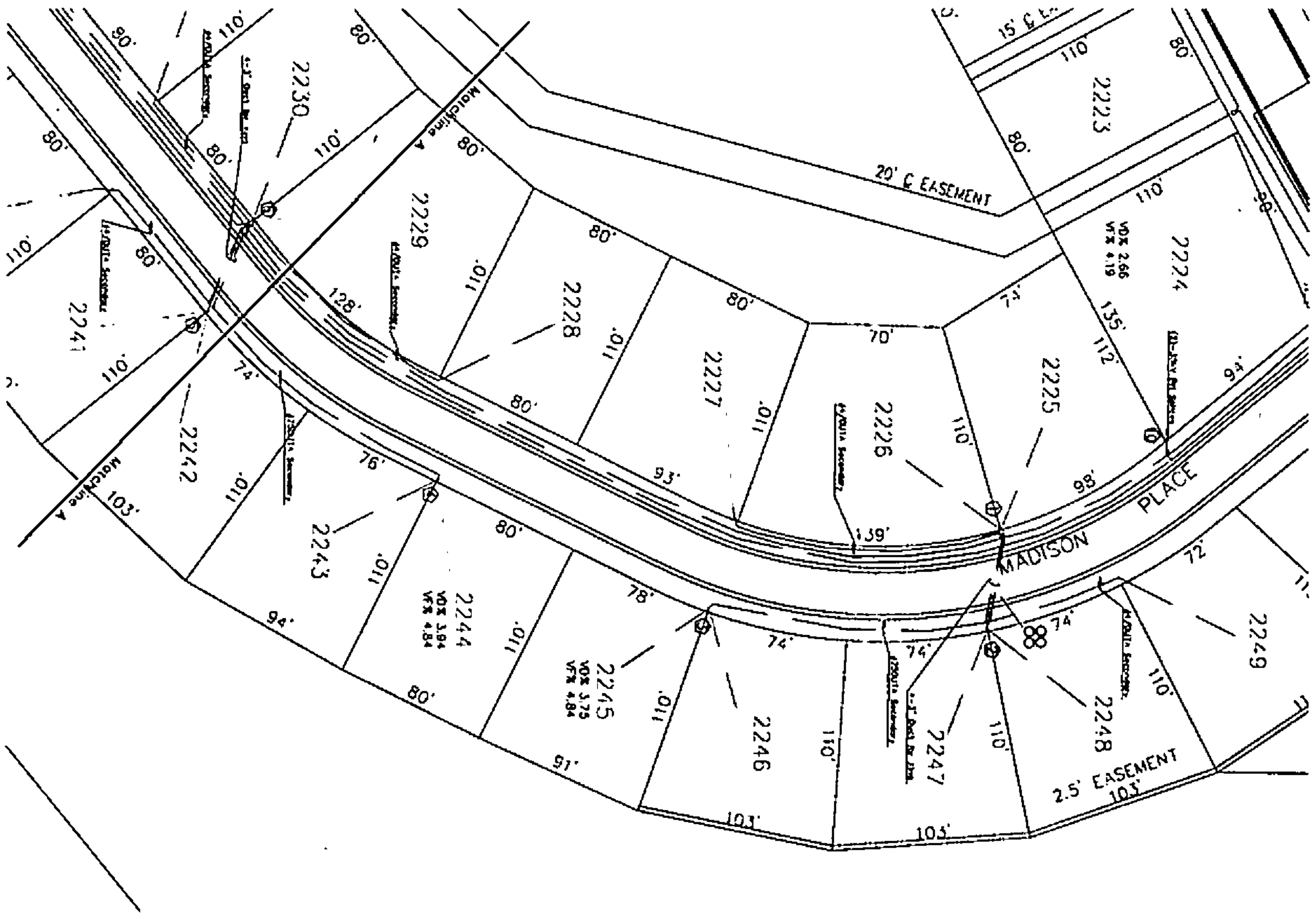
RIVER FISH SIZES (CM)				
Species	Sex	Length	Weight	Age
Salmon	♂	100	4.5	10
Salmon	♀	120	6.0	12
Salmon	♂	150	10.0	15
Salmon	♀	180	15.0	18
Salmon	♂	200	20.0	20
Salmon	♀	220	25.0	22
Salmon	♂	250	30.0	25
Salmon	♀	280	35.0	28
Salmon	♂	300	40.0	30
Salmon	♀	320	45.0	32
Salmon	♂	350	50.0	35
Salmon	♀	380	55.0	38
Salmon	♂	400	60.0	40
Salmon	♀	420	65.0	42
Salmon	♂	450	70.0	45
Salmon	♀	480	75.0	48
Salmon	♂	500	80.0	50
Salmon	♀	520	85.0	52
Salmon	♂	550	90.0	55
Salmon	♀	580	95.0	58
Salmon	♂	600	100.0	60
Salmon	♀	620	105.0	62
Salmon	♂	650	110.0	65
Salmon	♀	680	115.0	68
Salmon	♂	700	120.0	70
Salmon	♀	720	125.0	72
Salmon	♂	750	130.0	75
Salmon	♀	780	135.0	78
Salmon	♂	800	140.0	80
Salmon	♀	820	145.0	82
Salmon	♂	850	150.0	85
Salmon	♀	880	155.0	88
Salmon	♂	900	160.0	90
Salmon	♀	920	165.0	92
Salmon	♂	950	170.0	95
Salmon	♀	980	175.0	98
Salmon	♂	1000	180.0	100
Salmon	♀	1020	185.0	102
Salmon	♂	1050	190.0	105
Salmon	♀	1080	195.0	108
Salmon	♂	1100	200.0	110
Salmon	♀	1120	205.0	112
Salmon	♂	1150	210.0	115
Salmon	♀	1180	215.0	118
Salmon	♂	1200	220.0	120
Salmon	♀	1220	225.0	122
Salmon	♂	1250	230.0	125
Salmon	♀	1280	235.0	128
Salmon	♂	1300	240.0	130
Salmon	♀	1320	245.0	132
Salmon	♂	1350	250.0	135
Salmon	♀	1380	255.0	138
Salmon	♂	1400	260.0	140
Salmon	♀	1420	265.0	142
Salmon	♂	1450	270.0	145
Salmon	♀	1480	275.0	148
Salmon	♂	1500	280.0	150
Salmon	♀	1520	285.0	152
Salmon	♂	1550	290.0	155
Salmon	♀	1580	295.0	158
Salmon	♂	1600	300.0	160
Salmon	♀	1620	305.0	162
Salmon	♂	1650	310.0	165
Salmon	♀	1680	315.0	168
Salmon	♂	1700	320.0	170
Salmon	♀	1720	325.0	172
Salmon	♂	1750	330.0	175
Salmon	♀	1780	335.0	178
Salmon	♂	1800	340.0	180
Salmon	♀	1820	345.0	182
Salmon	♂	1850	350.0	185
Salmon	♀	1880	355.0	188
Salmon	♂	1900	360.0	190
Salmon	♀	1920	365.0	192
Salmon	♂	1950	370.0	195
Salmon	♀	1980	375.0	198
Salmon	♂	2000	380.0	200
Salmon	♀	2020	385.0	202
Salmon	♂	2050	390.0	205
Salmon	♀	2080	395.0	208
Salmon	♂	2100	400.0	210
Salmon	♀	2120	405.0	212
Salmon	♂	2150	410.0	215
Salmon	♀	2180	415.0	218
Salmon	♂	2200	420.0	220
Salmon	♀	2220	425.0	222
Salmon	♂	2250	430.0	225
Salmon	♀	2280	435.0	228
Salmon	♂	2300	440.0	230
Salmon	♀	2320	445.0	232
Salmon	♂	2350	450.0	235
Salmon	♀	2380	455.0	238
Salmon	♂	2400	460.0	240
Salmon	♀	2420	465.0	242
Salmon	♂	2450	470.0	245
Salmon	♀	2480	475.0	248
Salmon	♂	2500	480.0	250
Salmon	♀	2520	485.0	252
Salmon	♂	2550	490.0	255
Salmon	♀	2580	495.0	258
Salmon	♂	2600	500.0	260
Salmon	♀	2620	505.0	262
Salmon	♂	2650	510.0	265
Salmon	♀	2680	515.0	268
Salmon	♂	2700	520.0	270
Salmon	♀	2720	525.0	272
Salmon	♂	2750	530.0	275
Salmon	♀	2780	535.0	278
Salmon	♂	2800	540.0	280
Salmon	♀	2820	545.0	282
Salmon	♂	2850	550.0	285
Salmon	♀	2880	555.0	288
Salmon	♂	2900	560.0	290
Salmon	♀	2920	565.0	292
Salmon	♂	2950	570.0	295
Salmon	♀	2980	575.0	298
Salmon	♂	3000	580.0	300
Salmon	♀	3020	585.0	302
Salmon	♂	3050	590.0	305
Salmon	♀	3080	595.0	308
Salmon	♂	3100	600.0	310
Salmon	♀	3120	605.0	312
Salmon	♂	3150	610.0	315
Salmon	♀	3180	615.0	318
Salmon	♂	3200	620.0	320
Salmon	♀	3220	625.0	322
Salmon	♂	3250	630.0	325
Salmon	♀	3280	635.0	328
Salmon	♂	3300	640.0	330
Salmon	♀	3320	645.0	332
Salmon	♂	3350	650.0	335
Salmon	♀	3380	655.0	338
Salmon	♂	3400	660.0	340
Salmon	♀	3420	665.0	342
Salmon	♂	3450	670.0	345
Salmon	♀	3480	675.0	348
Salmon	♂	3500	680.0	350
Salmon	♀	3520	685.0	352
Salmon	♂	3550	690.0	355
Salmon	♀	3580	695.0	358
Salmon	♂	3600	700.0	360
Salmon	♀	3620	705.0	362
Salmon	♂	3650	710.0	365
Salmon	♀	3680	715.0	368
Salmon	♂	3700	720.0	370
Salmon	♀	3720	725.0	372
Salmon	♂	3750	730.0	375
Salmon	♀	3780	735.0	378
Salmon	♂	3800	740.0	380
Salmon	♀	3820	745.0	382
Salmon	♂	3850	750.0	385
Salmon	♀	3880	755.0	388
Salmon	♂	3900	760.0	390
Salmon	♀	3920	765.0	392
Salmon	♂	3950	770.0	395
Salmon	♀	3980	775.0	398
Salmon	♂	4000	780.0	400
Salmon	♀	4020	785.0	402
Salmon	♂	4050	790.0	405
Salmon	♀	4080	795.0	408
Salmon	♂	4100	800.0	410
Salmon	♀	4120	805.0	412
Salmon	♂	4150	810.0	415
Salmon	♀	4180	815.0	418
Salmon	♂	4200	820.0	420
Salmon	♀	4220	825.0	422
Salmon	♂	4250	830.0	425
Salmon	♀	4280	835.0	428
Salmon	♂	4300	840.0	430
Salmon	♀	4320	845.0	432
Salmon	♂	4350	850.0	435
Salmon	♀	4380	855.0	438
Salmon	♂	4400	860.0	440
Salmon	♀	4420	865.0	442
Salmon	♂	4450	870.0	445
Salmon	♀	4480	875.0	448
Salmon	♂	4500	880.0	450
Salmon	♀	4520	885.0	452
Salmon	♂	4550	890.0	455
Salmon	♀	4580	895.0	458
Salmon	♂	4600	900.0	460
Salmon	♀	4620	905.0	462
Salmon	♂	4650	910.0	465
Salmon	♀	4680	915.0	468
Salmon	♂	4700	920.0	470
Salmon	♀	4720	925.0	472
Salmon	♂	4750	930.0	475
Salmon	♀	4780	935.0	478
Salmon	♂	4800	940.0	480
Salmon	♀	4820	945.0	482
Salmon	♂	4850	950.0	485
Salmon	♀	4880	955.0	488
Salmon	♂	4900	960.0	490
Salmon	♀	4920	965.0	492
Salmon	♂	4950	970.0	495
Salmon	♀	4980	975.0	498
Salmon	♂	5000	980.0	500
Salmon	♀	5020	985.0	502
Salmon	♂	5050	990.0	505
Salmon	♀	5080	995.0	508
Salmon	♂	5100	1000.0	510
Salmon	♀	5120	1005.0	512
Salmon	♂	5150	1010.0	515
Salmon	♀	5180	1015.0	518
Salmon	♂	5200	1020.0	520
Salmon	♀	5220	1025.0	522
Salmon	♂	5250	1030.0	525
Salmon	♀	5280	1035.0	528
Salmon	♂	5300	1040.0	530
Salmon	♀	5320	1045.0	532
Salmon	♂	5350	1050.0	535
Salmon	♀	5380	1055.0	538
Salmon	♂	5400	1060.0	540
Salmon	♀	5420	1065.0	542
Salmon	♂	5450	1070.0	545
Salmon	♀	5480	1075.0	548
Salmon	♂	5500	1080.0	550
Salmon	♀	5520	1085.0	552
Salmon	♂	5550	1090.0	555
Salmon	♀	5580	1095.0	558
Salmon	♂	5600	1100.0	560
Salmon	♀	5620	1105.0	562
Salmon	♂	5650	1110.0	565
Salmon	♀	5680	1115.0	568
Salmon	♂	5700	1120.0	570
Salmon	♀	5720	1125.0	572
Salmon	♂	5750	1130.0	575
Salmon	♀	5780	1135.0	578
Salmon	♂	5800	1140.0	580
Salmon	♀	5820	1145.0	582
Salmon	♂	5850	1150.0	585
Salmon	♀	5880	1155.0	588
Salmon	♂	5900	1160.0	590
Salmon	♀	5920	1165.0	592
Salmon	♂	5950	1170.0	595
Salmon	♀	5980	1175.0	598
Salmon	♂	6000	1180.0	600
Salmon	♀	6020	1185.0	602
Salmon	♂	6050	1190.0	605
Salmon	♀	6080	1195.0	608
Salmon	♂	6100	1200.0	610
Salmon	♀	6120	1205.0	612
Salmon	♂	6150	1210.0	615
Salmon	♀	6180	1215.0	618
Salmon	♂	6200	1220.0	620
Salmon	♀	6220	1225.0	622
Salmon	♂	6250	1230.0	625
Salmon	♀	6280	1235.0	628
Salmon	♂	6300	1240.0	630
Salmon	♀	6320	1245.0	632
Salmon	♂	6350	1250.0	635
Salmon	♀	6380	1255.0	638
Salmon	♂	6400	1260.0	640
Salmon	♀	6420	1265.0	642
Salmon	♂	6450	1270.0	645
Salmon	♀	6480	1275.0	648
Salmon	♂	6500	1280.0	650
Salmon	♀	6520	1285.0	652
Salmon	♂	6550	1290.0	655
Salmon	♀	6580	1295.0	658
Salmon	♂	6600	1300.0	660
Salmon	♀	6620	1305.0	662
Salmon	♂	6650	1310.0	665
Salmon	♀	6680	1315.0	668
Salmon	♂	6700	1320.0	670
Salmon	♀	6720	1325.0	672
Salmon	♂	6750	1330.0	675
Salmon	♀	6780	1335.0	678
Salmon	♂	6800	1340.0	680
Salmon	♀	6820	1345.0	682
Salmon	♂	6850	1350.0	685
Salmon	♀	6880	1355.0	688
Salmon	♂	6900	1360.0	690
Salmon	♀	6920	1365.0	692
Salmon	♂	6950	1370.0	695
Salmon	♀	6980	1375.0	698
Salmon	♂	7000	1380.0	700
Salmon	♀	7		

[illegible]

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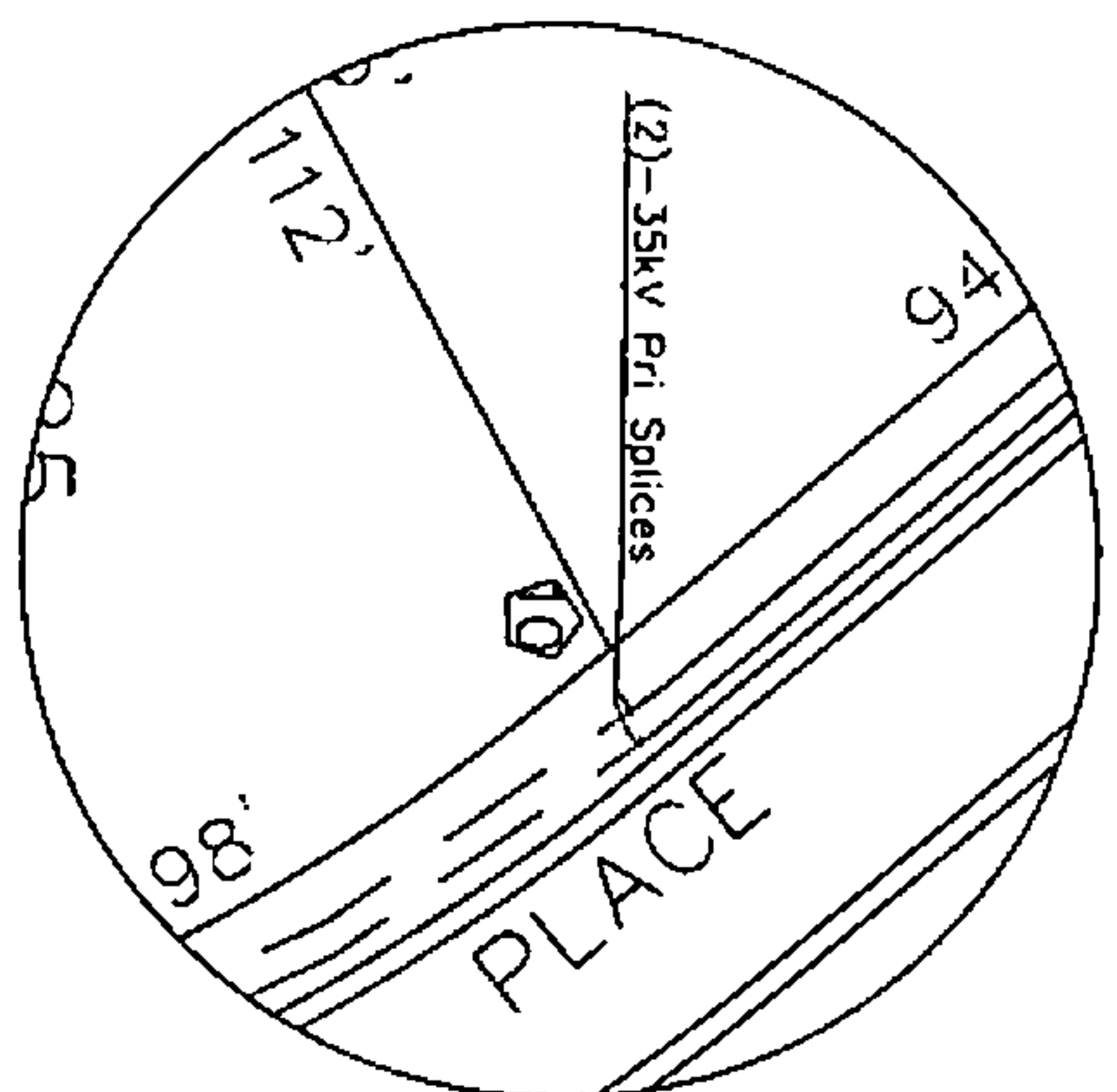
- ① 100KVA 19.5KV Pad XFMR
t Feed thru Assembly
t Driven Grounds
t Fiberglass Pole
t (2) 4/0U1A Sec Xings
t (1) #250U1A Sec Xing
t All Services to be 4/0U1A
t Services and Sockets
charged to blankel
t 60 4-3" duct Xings
charged to blankel

- ② Sec Pedestal
t All Services to be 4/0U1A
t Services and Sockets
charged to blankel

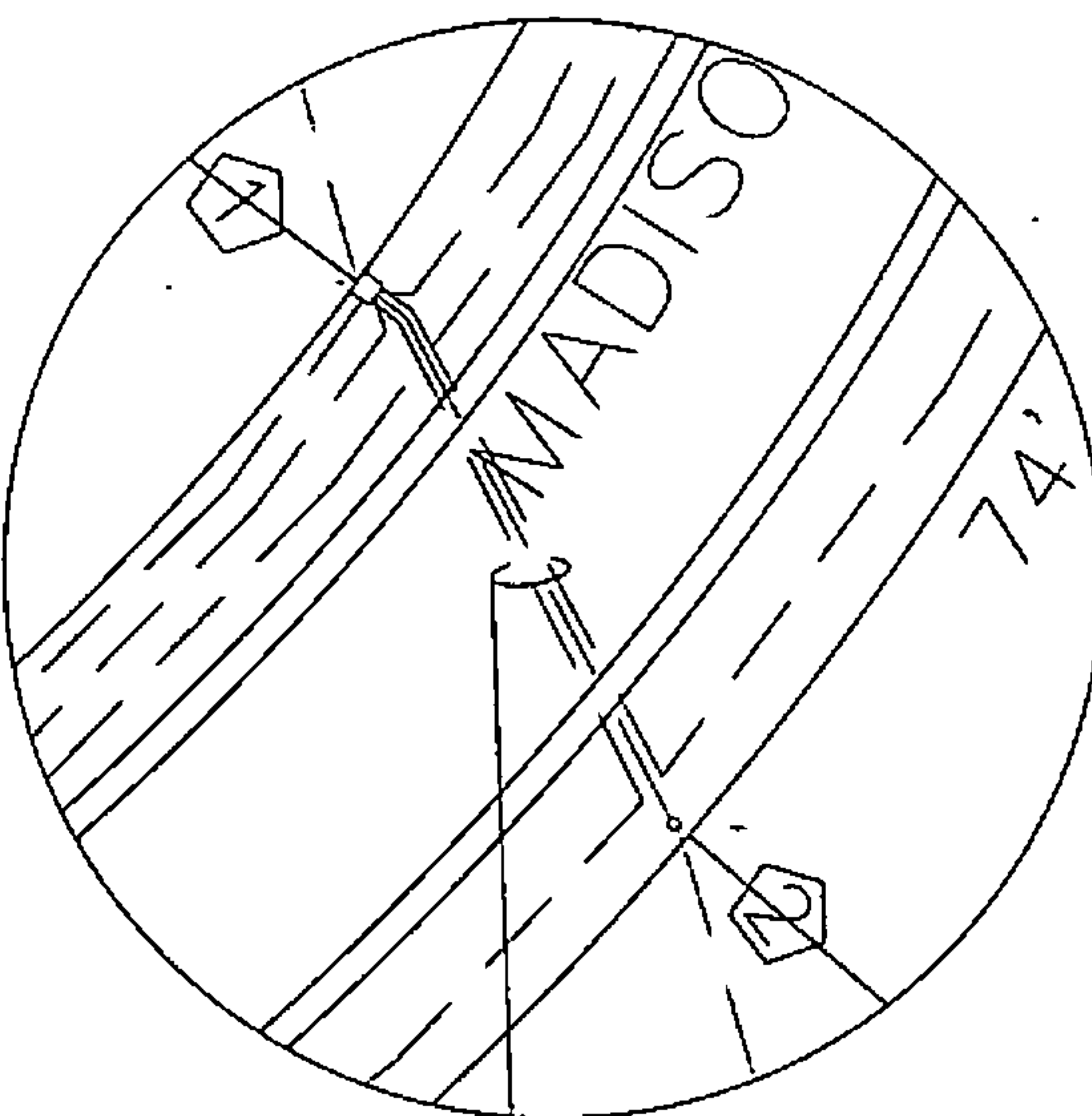
- ③ Secondary Pedestal
t All Services to be 4/0U1A
t Services and Sockets
charged to blankel

- ④ Secondary Pedestal
t All Services to be 4/0U1A
t Services and Sockets
charged to blankel

- ⑤ 35kV Primary Splice



Detail A



Detail B

ALABAMA POWER	
PROJECT: 20160926000350070 - Section 5	
DESIGNED BY: [Signature]	
CHECKED BY: [Signature]	
DATE: 09/26/2016	
DRAWN BY: [Signature]	
SCALE: 1"=50'	
SHEET: 5 OF 6	
U 050 40170084416	

