

506

Source of Title:

Instrument Number 20160517000168160

20160926000350570

09/26/2016 09:35:28 AM

ESMTAROW 1/5

Grant of Easement in Land for
an Underground Subdivision

STATE OF ALABAMA

COUNTY OF SHELBY

W.E. No. A6170-08-AR16

W.E. No. A6170-40-B616

BF16 (SF)

APCO Parcel No.

72222553-001

This instrument prepared by: Shannon Floyd

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

KNOW ALL MEN BY THESE PRESENTS, That D.R. Horton, Inc. – Birmingham, an Alabama corporation, 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 N ½ of the NE ¼ of Section 26 Township 19 South, Range 1 West and in the S ½ of the SE ¼ of Section 23, Township 19 South, Range 1 West, and more particularly described in the certain instrument recorded in Instrument Number 20160517000168160 recorded in the Office of the Judge of Probate of Shelby County, Alabama (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 20th day of June, 2016.

WITNESS/ATTEST

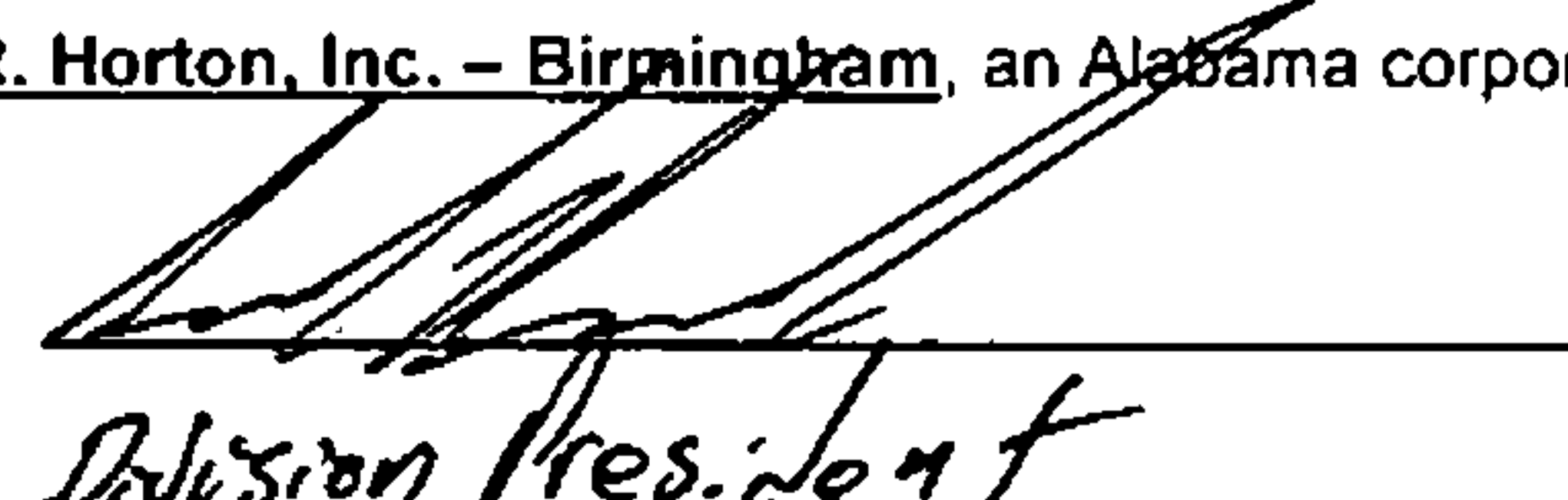


GRANTOR:

D.R. Horton, Inc. - Birmingham, an Alabama corporation

By:

Its:


Division President

For Alabama Power Company Corporate Real Estate Department Use Only

Parcel No: 7222553-001 All facilities on Grantor: X Pole to Pole: _____

CORPORATION/PARTNERSHIP/LLC NOTARY

STATE OF ALABAMA Jefferson

COUNTY OF _____

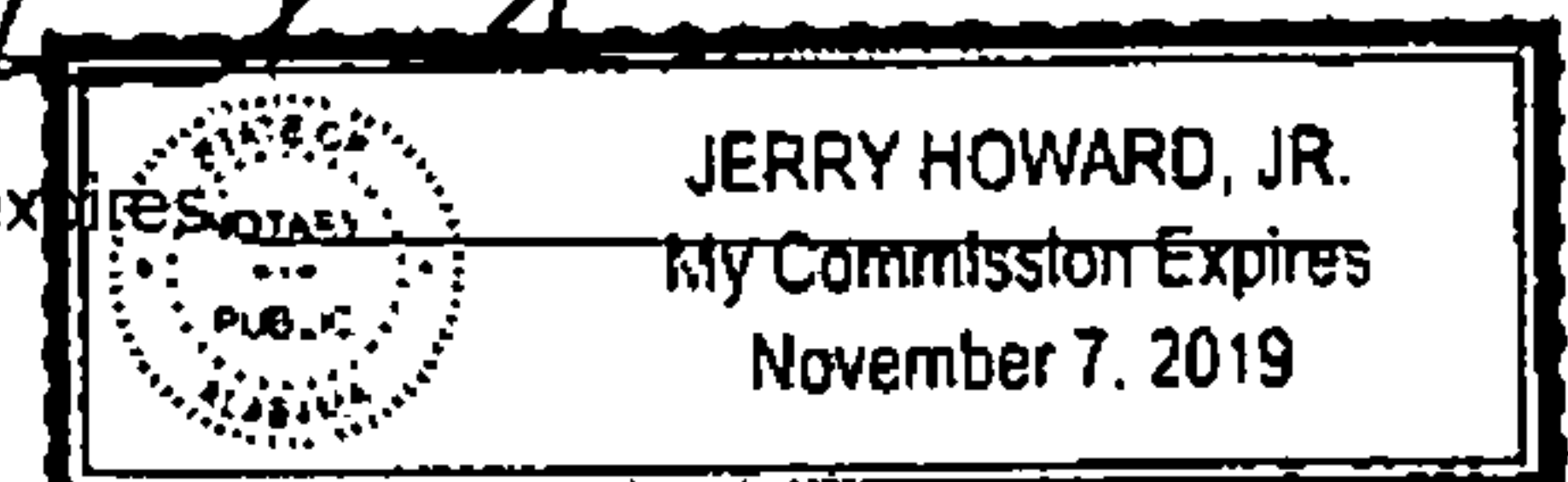
I, Jerry Howard, Jr., a Notary Public in and for said County in said State, hereby certify
that Andrew Hancock whose name as
Division President of D R Horton, Inc - Birmingham a
[acting in its capacity as
of _____, a

_____ 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 20th day of June, 2016.



Notary Public
My commission expires _____



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: _____

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Customer	POLO CROSSINGS SECTOR 3	Location	POLO FIELD WAY	Comd. Svc Date	9/30/2016	Callback Date	6/9/2016	Missall No.		WE #	A6170-08-AR16
Region	BIRMINGHAM	Disin	VARNONS	Town	CHELSEA	Created:	6/8/2016	Date Good Thru		Engineer	SHGUY--10820
Acquisition Agency	SHANNON FLOYD	Date R/W Assigned	6/13/2016	Date R/W Cleared		X	460116	Y	Text	Phone Co	

WORK LOCATIONS

1) 1:100 KVA 7.2 KV PMT
ST #580506

2) 1:100 KVA 7.2 KV PMT
ST #580507

3) 1:100 KVA 7.2 KV PMT
ST #580508

4) 1:50 KVA 7.2 KV PMT
ST #580509

5) 1:75 KVA 7.2 KV PMT
ST #580510

6) 1:75 KVA 7.2 KV PMT
ST #580511

1.1, 1.2, 1.3, 1.4, 2.1, 2.2, 2.3, 2.4
3.1, 3.2, 3.3, 3.4, 4.1, 5.1, 5.2, 6.1, 6.2
1: SECONDARY PEDESTALS
LIGHTS TO BE INSTALLED ON
PEDESTALS

ATTN: 460116

Cons. Completed By:

Date:

PROF. VICTOR H. HARRIS

Date Assigned 6.13.16

Date Cleared 6.20.16

Parcel # 72227553-001

SKETCH OF PROPOSED WORK - SIMPLIFIED W.E.Lat. on Center: 33.357557
-86.608017

Map Center:

County: Shelby

Section: 26

Township: 19S

Range: 01W

Customer: POLO CROSSINGS SECTOR 3 LIGHTS		Location: POLO FIELD WAY		Callback Date: 6/9/2016		Missall No. ULCS: 6/9/2016		WE #		A6170-40-BF16	
Region: BIRMINGHAM		District: VARNONS		Town: CHELSEA		Created: 6/9/2016		Engineer		SHGUY--10820	
Acquisition Agent		Date R/W Assigned		Date R/W Cleared		N: 480116		SEE LOC		Phone Co.	
										Co Name	
										Transfer Nelsa Reiff	
										CATV Co.	
										Co Name	
										Transfer Nelsa Reiff	
										Accessible	
										Tree Crew	
										Permits Req'd	
										R/W	
										C/O	
										Crown	
										State	
										Transmission	
										Voltage	
										Ph: 7.2	
										KV: 120/240 V	
										Sec: 120/240 V	
										HOTLINE INFO	
										Sub: ECHILSEA	
										Pdr #: 1	
										BLR #: 400116	
										OCR #: ND368	
										800 VPR ST '651'	
										PDR SW: SEE LOC	

RW Agent: *ASMAN*

Date Assigned: 6.13.16

Date Cleared: 6.20.16

Parcel #: 9122553-001

