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Source of Title:

Instrument Number 20080910000360480

Instrument Number 20081031000424010

Instrument Number 20160525000178930

Instrument Number 20160525000178940

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

STATE OF ALABAMA

COUNTY OF SHELBY

W.E. No. A6170-08-AX16

APCO Parcel No. 12222889-001

This instrument prepared by: Shannon Floyd

Alabama Power Company

P. O. Box 2641

Birmingham, Alabama 35291

KNOW ALL MEN BY THESE PRESENTS, That Mobley Development, Inc., an Alabama Subchapter S 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, 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

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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.

- 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 4th day of August, 2016.

WITNESS/ATTEST

GRANTOR:

Mobley Development, Inc.
an Alabama Subchapter S corporation

Linda W. Roberts
Witness/officer

By: J. Steven Mobley
Its: President

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CORPORATION/PARTNERSHIP/LLC NOTARY

STATE OF ALABAMA }
COUNTY OF Jefferson }

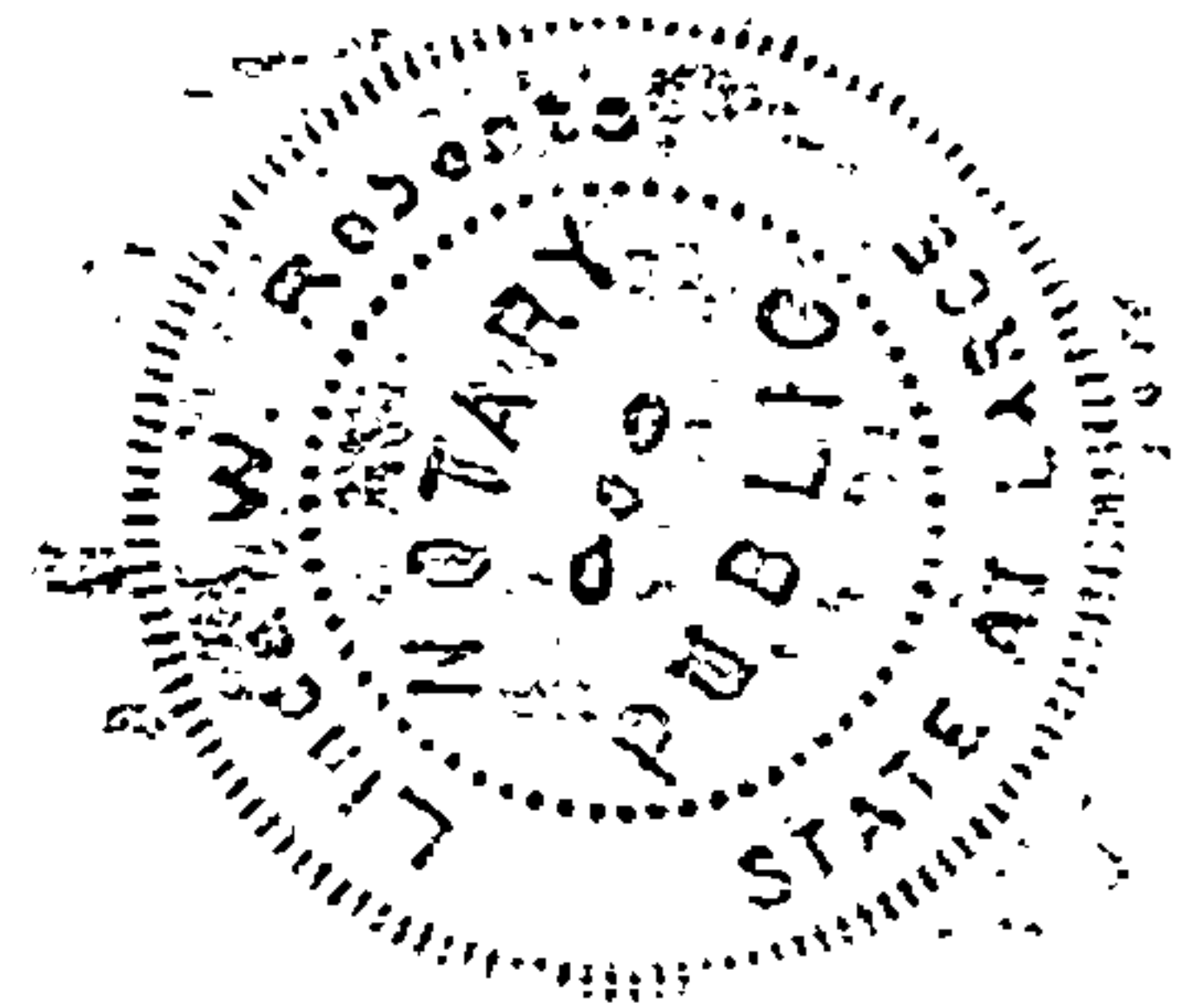
I, Linda W. Roberts, a Notary Public in and for said County in said State, hereby certify
that J. Steven Mobley, whose name as
President of Mobley Development, Inc., a
Corporation, acting in its capacity as
of _____, a

_____ 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
Officer and with full authority, executed the same voluntarily, for and as the
act of said Corporation [acting in such capacity as aforesaid].

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

[SEAL]

Linda W. Roberts
Notary Public
My commission expires: 3-29-17



For Alabama Power Company Corporate Real Estate Department Use Only

Parcel No: 1222889-001 All facilities on Grantor: X Pole to Pole: _____

Exhibit "A"

DESCRIPTION OF PROPERTY

A parcel of land located in the S ½ of Section 27, Township 20 South, Range 2 West, Township 20 South, Range 2 West, more particularly described in those certain instruments recorded in Instrument Number 20160525000178940, Instrument Number 20160525000178930, Instrument Number 20080910000360480 and in Instrument Number 20081031000424010 in the office of the Judge of Probate of SHELBY County, Alabama.

Kirkwall @ Ballantree, Ph. II

Developer AARON this
note when he
Signed.

For APCO Use Only:

W.E. No. A6170-08-AX16

APCO Parcel No. 7222889-001

SKETCH OF PROPOSED WORK - SIMPLIFIED W.E.

Map Center UTM 1721542 12072775 33.256813 -86.73453

Map Center LatLon

Customer	KIRK WALL PH 2 EXTENSION	Location	KIRK WALL LN	Charge No.	A6170-08-AX16	Missall No. ULCS	
Region	BIRMINGHAM	District	VARNONS	City	PELHAM	Date Good Thru Date	
County	Shelby	Section	27	Township	20S	Range	02W
Acquisition Agent	S. FLOYD	Date R/W Assigned	7/25/2016	Date R/W Cleared		Y-48796	XD9879
Created:	8/5/2016	Patch Request Required	YES NO	VD%	Fvd%	Voltage	19.9 KV 120/240 V
UserID	shguy						

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NOTES

HOT LINE INFO

SUB
BALLANTRAE

FEEDER
48796

RECLOSER
XA2358
800 VPR '651'

SWITCH
SWG #8
XD9879, XD9881

URD NOTES

- 1) WE REQUIRED IN ORDER TO PROVIDE 120/240 V UG SVC TO 9 LOTS IN PHASE 2 OF KIRK WALL SUBDIVISION
- 2) TRANSFORMER LOADING, VOLTAGE DROP, FLICKER ARE BASED ON 2400 SQ. FT. HOMES WITH 200 A MAIN, 4 TON HEAT PUMPS
- 3) WORST CASE LOC 1 VO. 2.74% PFR: 3.48%
- 4) WORST CASE LOC 2 VO. 3.47% PFR: 3.18%
- 5) RISER LOADING BASED ON 10 KVA PER LOT
- 6) DEVELOPER TO TRENCH AND INSTALL COMPANY PROVIDED CONDUIT AT ALL CROSSINGS PER APCO AND SHELBY COUNTY SPECIFICATIONS WHICH WILL BE INSPECTED BY APCO
- 7) APCO CONTRACTOR TO PERFORM ALL OTHER UG WORK PER APCO SPECIFICATIONS
- 8) ALL PRIMARY TO BE 110 AXNU 19.9 KV @ 42" BELOW GRADE
- 9) ALL SECONDARY TO BE 40 UTA @ 36" BELOW GRADE
- 10) ALL SERVICES TO BE 40 UTA @ 36" BELOW GRADE DIRECT BURIED
- 11) SERVICE LENGTH PROVIDED FOR EACH LOT IS 70' PER THE CSP. ANY EXTRA SERVICE LENGTH WILL BE PAID FOR BY THE DEVELOPER BEFORE SERVICE IS CONNECTED.
- 12) NO ROCK COSTS WERE BILLED PER UG COORDINATOR MUST TO PAY IF ROCK COSTS INCURRED BEFORE METERS ARE SET
- 13) APCO TO BILL DEVELOPER FOR 9 LOT'S
- 14) DEVELOPER CONTACT: BILL SINGULAR

LOCATIONS

- 1) 1, 2) 19.9 KV 10 AXNU PRI SPLICES ON NEXT EXTENSION
- 2) 1: 100 KVA DFPM XFMR 19.9 KV SW ST #S80621
- 1, 1.1, 2 1, 2.2
- 1: SECONDARY PEDESTALS

SEC PEDESTALS TO BE INSTALLED ON NEXT EXTENSION

INSTALL CONDUIT FOR THESE RUNS

LOC 1

1: (2) 19.9 KV 10 AXNU PRI SPLICES

LOC 2

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Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
09/26/2016 09:56:51 AM
\$27.50 CHERRY
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Signature

Const. Completed By:	Date:	Mtr. #:
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