

STATE OF ALABAMA  
COUNTY OF SHELBY  
W.E. No.A6170-08-B916

APCO Parcel No.

72123398-M2

Transformer No. S80695

This instrument prepared by: Shannon D. Floyd

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

20161013000376790

10/13/2016 02:34:50 PM

ESMTAROW 1/4

KNOW ALL MEN BY THESE PRESENTS, That Mallard Landing Development, an Alabama limited liability company

as grantor(s), (the "Grantor", whether one or more) for and in consideration of One and No/100 Dollar (\$1.00) and other good and valuable consideration paid to Grantor in hand by Alabama Power Company, a corporation, the receipt and sufficiency of which are hereby acknowledged, does hereby grant to Alabama Power Company, its successors and assigns (the "Company"), the easements, rights and privileges below.

**Overhead and/or Underground.** The right from time to time to construct, install, operate and maintain, upon, over, under and across the Property described below, all poles, towers, wires, conduits, fiber optics, cables, communication lines, translosures, transformers, anchors, guy wires and other facilities useful or necessary in connection therewith (collectively, "Facilities"), for the overhead and/or underground transmission and distribution of electric power and communications, along a route selected by the Company, as generally shown on the Company's drawing attached hereto and made a part hereof, but which is to be determined by the actual location(s) in which the Company's facilities are installed. The width of the Company's easement will depend on whether the Facilities are underground or overhead: for underground, the easement will extend five (5) feet on each side of said Facilities as and where installed; for overhead Facilities, the easement will extend fifteen (15) feet on each side of the centerline of said Facilities as and where installed. The Company is granted the right to clear, and keep clear, all trees, undergrowth and other obstructions on a strip of land extending five (5) feet from each side of said underground Facilities, and to clear, and keep clear, all trees, undergrowth and other obstructions on a strip of land extending fifteen (15) feet from each side of the centerline of said overhead Facilities and the right in the future to install intermediate poles and facilities on said strip. Further, with respect to overhead Facilities, the Company is also granted the right to trim and cut, and keep trimmed and cut, all dead, weak, leaning or dangerous trees or limbs outside of the thirty (30) foot strip that, in the sole opinion of the Company, may now or hereafter endanger, interfere with, or fall upon any of said overhead Facilities.

Grantor hereby grants to the Company all easements, rights and privileges necessary or convenient for the full enjoyment and use thereof, including without limitation the right of ingress and egress to and from said Facilities, as applicable, and the right to excavate for installation, replacement, repair and removal thereof; and also the right to cut, remove and otherwise keep clear any and all structures, obstructions or obstacles of whatever character, on, under and above said Facilities, as applicable.

The easements, rights and privileges granted hereby shall apply to, and the word "Property" as used in this instrument shall mean, the following described real property situated in SHELBY County, Alabama (the "Property"): See Exhibit "A" attached hereto and made a part hereof.

In the event it becomes necessary or desirable for the Company from time to time to move any of the Facilities in connection with the construction or improvement of any public road or highway in proximity to the Facilities, Grantor hereby grants to the Company the right to relocate the Facilities and, as to such relocated Facilities, to exercise the rights granted above; provided, however, the Company shall not relocate said Facilities on the Property at a distance greater than ten feet (10') outside the boundary of the right of way of any such public road or highway as established or re-established from time to time. This grant and agreement shall be binding upon and shall inure to the benefit of Grantor, the Company and each of their respective heirs, personal representatives, successors and assigns and the words "Company" and "Grantor" as used in this instrument shall be deemed to include the heirs, personal representatives, successors and assigns of such parties.

TO HAVE AND TO HOLD the same to the Company, its successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantor, has caused this instrument to be executed by

its authorized representative, as of the 01 day of September, 2016

ATTEST (if required) or WITNESS:

By: [Signature]

Its: \_\_\_\_\_

Mallard Landing Development, LLC

By: [Signature] (SEAL)

Jason E. Spinks

Its: \_\_\_\_\_  
Manager

All facilities on Grantor: ☒

Station to Station: \_\_\_\_\_

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STATE OF ALABAMA

COUNTY OF Jefferson

I, Laurelce Smith, a Notary Public in and for said County in said State, hereby certify that Jason E. Spinks, whose name as Manager of Mallard Landing Development, LLC, an Alabama limited liability company, acting in its capacity as Manager of Mallard Landing Development, LLC, an Alabama limited liability company 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 as Manager and with full authority, executed the same voluntarily, for and as the act of said limited liability company [acting in such capacity as aforesaid].

Given under my hand and official seal this the 21<sup>st</sup> day of September, 2016.

[SEAL]

Laurelce Smith  
Notary Public

My commission expires: MY COMMISSION EXPIRES  
JUNE 15, 2019

Exhibit "A"

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WE # A6170-08-B916

Document # 71223398-002

A parcel of land located in the E ½ of the NE ¼ in Section 25, Township 21 South, Range 3 West and in the N ½ and the S ½ of Section 30, Township 21 South, Range 2 West, more particularly described in that certain instrument recorded in Instrument Number 20121218000482840, in the office of the Judge of Probate of Shelby County, Alabama.

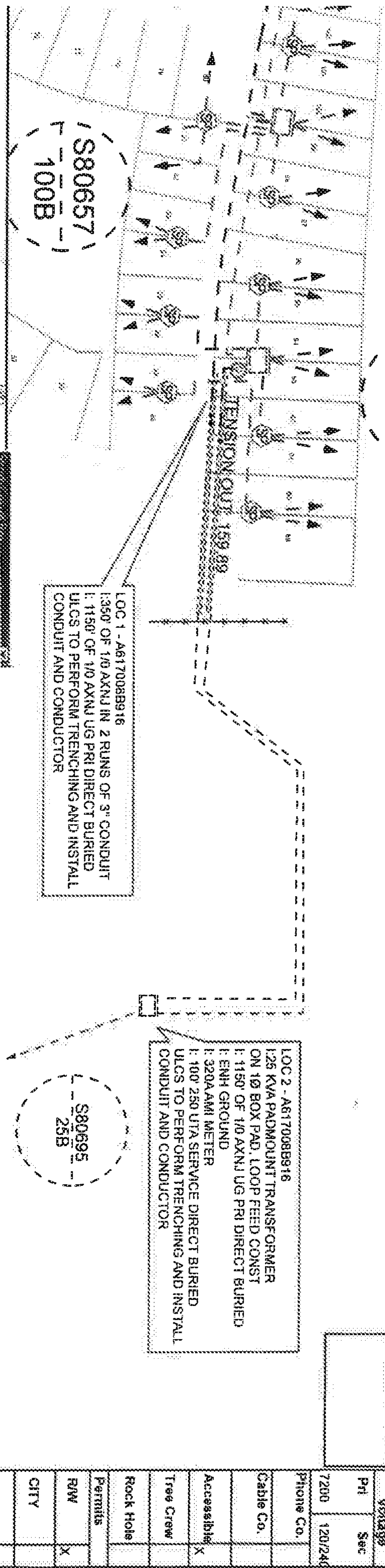
**SKETCH OF PROPOSED WORK - SIMPLIFIED W.E.**

Map Center UTM: 1703468 12046009  
 Map Center Lat/lon: 31.83317 -86.793846

1 inch = 150 feet

Customer JASON SPINKS	Location 1661 STAGE COACH RD	Contd. Svc Date 12/31/2016	County Shelby	Section 25 30	Township 21S	Range 02W/3W	Add'l Info. CHRIS LINC: 14445	Estimate No. A617008B916
Division BIRMINGHAM	District METRO SOUTH	Town ALABASTER	UserID chrisjch	Created: 9/20/2016	Substation X- 39896	Y- XD3109	MISSALL#	

NOTE: WORK WITH MALLARD LANDING SUBDIVISION A617008B916		ENERGIZED LINE WORK Sub ELLIOTSVILLE 39896 OCB/OCR XA2392 800A VIPER Switch# Fuse Size	Loc 2 14.6 KVA 5 TON HP VDD% 1.6 FVDD% 4.47
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LOC 1 - A617008B916  
 1: 350' OF 1/0 AXNU IN 2 RUNS OF 3" CONDUIT  
 1: 1150' OF 1/0 AXNU UG PRI DIRECT BURIED  
 UICS TO PERFORM TRENCHING AND INSTALL  
 CONDUIT AND CONDUCTOR

LOC 2 - A617008B916  
 1: 25 KVA PADMOUNT TRANSFORMER  
 ON 10' BOX PAD. LOOP FEED CONST  
 1: 1150' OF 1/0 AXNU UG PRI DIRECT BURIED  
 1: ENH GROUND  
 1: 320AAMI METER  
 1: 100' 250 UTA SERVICE DIRECT BURIED  
 UICS TO PERFORM TRENCHING AND INSTALL  
 CONDUIT AND CONDUCTOR

\*\*\*  
 J.L. \*

R/W Agent *[Signature]*  
 Date Assigned *9.20.16*  
 Date Cleared *10.7.16*  
 Parcel # *717773398-001*  
*72223398-002*

Filed and Recorded  
 Official Public Records  
 Judge James W. Fuhrmeister, Probate Judge,  
 County Clerk  
 Shelby County, AL  
 10/13/2016 02:34:50 PM  
 S.50 CHERRY  
 20161013000376790



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Phone Co.	7200	120/240
Cable Co.		
Accessib	X	
Tree Crew		
Rock Hole		
Permits		
R/W	X	
CITY		
COUNTY		
STATE		
OTHER		