

Source of Title:

Instrument Number : 20120522000181320

The Highlands Phase II

Grant of Easement in Land for
an Underground Subdivision

20170612000205130

06/12/2017 08:41:28 AM

ESMTAROW 1/5

STATE OF ALABAMA

COUNTY OF SHELBY

W.E. No. A6170-08-BC16

APCO Parcel No. 70283180

\$500⁰⁰

This instrument prepared by: Shannon D. Floyd

Alabama Power Company
2 Industrial Park Drive
Pelham, AL 35124

KNOW ALL MEN BY THESE PRESENTS, That TWO MOUNTAINS, LLC, an Alabama limited liability company, 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 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 8th day of May, 2017.

WITNESS/ATTEST

GRANTOR:

TWO MOUNTAINS, LLC

By: 

Its: MANAGING MEMBER

70283180

For Alabama Power Company Corporate Real Estate Department Use Only

Parcel No: 70283180 All facilities on Grantor: Pole to Pole:

STATE OF ALABAMA

COUNTY OF SHELBY

I, Karen M. Portwood, a Notary Public in and for said County in said State, hereby certify that WILLIAM D. BROGDON, whose name as MANAGING MEMBER of TWO MOUNTAINS, 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 such MANAGING MEMBER and with full authority, executed the same voluntarily, for and as the act of said limited liability company.

Given under my hand and official seal this the 8th day of May, 2017

[SEAL]

Karen M. Portwood
Notary Public

My commission expires: 8/24/2019

KAREN M PORTWOOD
Notary Public, Alabama State At Large
My Commission Expires Aug. 24, 2019

70283180

Exhibit "A"

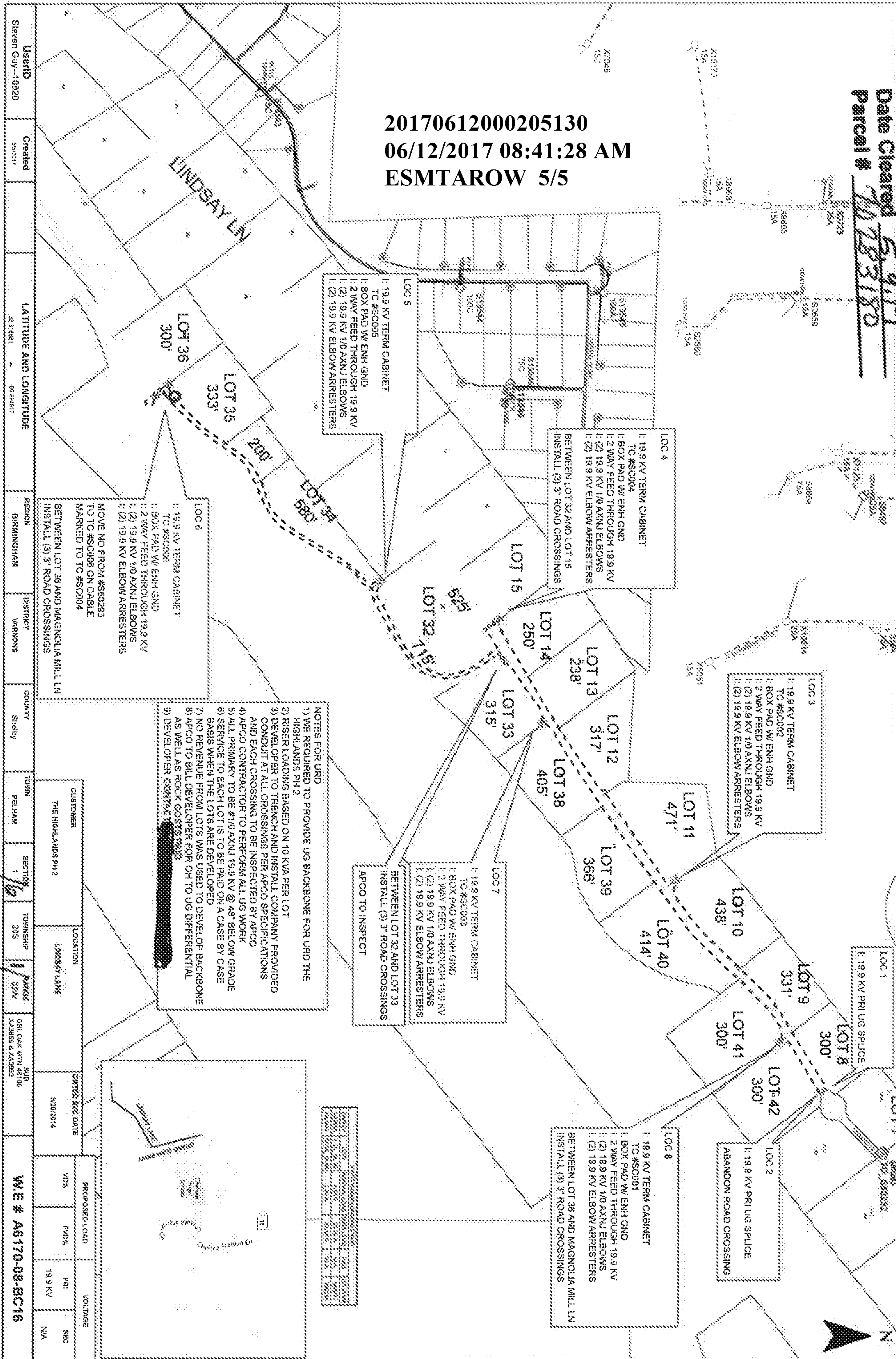
WE#: A6170-08-BC16

Document # 70283180

A parcel of land located in the SE¼ of Section 1, Township 20 South, Range 2 West and in the S½ of the NW ¼ of Section 6, Township 20 South, Range 1 West and the W½ of the SE ¼ in Section 6, Township 20 South, Range 1 West, more particularly described in that certain instrument recorded in Instrument Number 20120522000181320 in the office of the Judge of Probate of SHELBY County, Alabama.

RW Agent *Shannon Stogd*
Date Assigned *5.8.17*
Date Cleared *5.9.17*
Parcel # *10183180*

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06/12/2017 08:41:28 AM
ESMTAROW 5/5



USERID Steven Guy-10220	Created 5/9/2017	LATITUDE AND LONGITUDE 33.31881 - 86.82617	REGION GIRNINGHAM	DISTRICT WARREN	COUNTY Shelby	TOWN PELHAM	SECTION 1	TOWNSHIP 20S	RANGE 10E	DEPT SHELBY COUNTY	DATE 5/9/2017	W.E. # A6170-08-BC16
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CUSTOMER THE HIGHLANDS PH 2	LOCATION 5000000 5000000	DATE 5/9/2017	PROPOSED DATE 5/9/2017	PROPOSED LOCATION 19.9 KV	VOLTAGE 19.9 KV	STATUS N/A
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NOTES FOR URD
1) WE REQUIRED TO PROVIDE UG BACKBONE FOR URD THE HIGHLANDS PH 2
2) RISER LOADING BASED ON 10 KVA PER LOT
3) DEVELOPER TO TRENCH AND INSTALL COMPANY PROVIDED CONDUIT AT ALL CROSSINGS PER APCO SPECIFICATIONS AND EACH CROSSING TO BE INSPECTED BY APCO
4) APCO CONTRACTOR TO PERFORM ALL UG WORK
5) ALL PRIMARY TO BE #10 AXN 19.9 KV @ 48" BELOW GRADE
6) SERVICE TO EACH LOT IS TO BE PAID ON A CASE BY CASE BASIS WHEN THE LOTS ARE DEVELOPED
7) NO REVENUE FROM LOTS WAS USED TO DEVELOP BACKBONE
8) APCO TO BILL DEVELOPER FOR OH TO UG DIFFERENTIAL AS WELL AS RISK COSTS 20000
9) DEVELOPER CONTRACT



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
06/12/2017 08:41:28 AM
\$27.50 CHERRY
20170612000205130

Signature