



20180216000050930 1/5 \$27.50
Shelby Cnty Judge of Probate, AL
02/16/2018 10:49 37 AM FILED/CERT

APC Document #

72233740-DD1

Source of Title:

Instrument Number 20170502000150770

Chelsea Farms Sector 2, Map Book 48, Page 44

Grant of Easement in Land for an Overhead Subdivision
Chelsea Farms

\$500⁰⁰

STATE OF ALABAMA
COUNTY OF SHELBY

This instrument prepared by: Shannon Floyd

Alabama Power Company
Attn: Corporate Real Estate / 12N-0982
P. O. Box 2641
Birmingham, Alabama 35291

KNOW ALL MEN BY THESE PRESENTS, That the undersigned Gallant Lake, LLC, an Alabama limited liability company (hereinafter known as "Grantor", whether one or more) is the owner of record of the real estate in the above named County, Alabama which Grantor intends to subdivide, as described on Exhibit "A", attached hereto and made a part hereof (hereinafter "the Property"); and

WHEREAS, Grantor desires to have Alabama Power Company and/or its successors and assigns (the "Company") construct, operate and maintain 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 easements, rights, and privileges 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 easements, rights, and privileges for the purposes of constructing, operating, maintaining, repairing and replacing in, over and under the surface of the Property, conductors, poles, cables, transformers, switchgear, light poles and associated fixtures, and all other facilities useful or necessary in connection therewith (collectively, "Facilities"), for the transmission and distribution of electric service, and also for 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. Distribution Line Easement. An easement for the Company's electric distribution and communication Facilities, which shall be thirty (30) feet wide, and shall extend fifteen (15) feet on all sides of said Facilities, as and where now or hereafter installed by the Company; the right to install, maintain, and use anchor and guy wires on land adjacent to said right of way; and also the right to clear, and keep clear any and all trees, undergrowth, structures, obstructions, or obstacles of whatever character, on, under and above said easement which, in the opinion of the Company, may now or hereafter endanger, interfere with, or threaten to endanger the operation and maintenance of, the Company's Facilities, and also the right to trim and cut, and keep trimmed and cut, all dead, weak, leaning or dangerous trees or limbs outside of the aforementioned right of way that, in the opinion of the Company, may now or hereafter endanger, interfere with, or fall upon any of said overhead Facilities.
 - B. Service Easement. An easement 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 all sides of said Facilities 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 cut, remove, and otherwise keep clear any and all trees, undergrowth, structures, obstructions, or obstacles of whatever character, on, under and above said easement which, in the opinion of the Company, may now or hereafter endanger, interfere with, or threaten to endanger the operation and maintenance of, the Company's Facilities.
 - C. 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.B 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.



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In the event it becomes necessary or desirable for the Company from time to time 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. This grant and agreement shall be binding upon and shall inure to the benefit of Grantors, the Company and each of their respective heirs, personal representatives, successors and assigns and the words "Company" and "Grantors" as used in this instrument shall be deemed to include the heirs, personal representatives, successors and assigns of such parties.

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 to the same to the Company, its successors and assigns, forever.

IN WITNESS WHEREOF, this instrument has been executed this the 6 day of February, 20 18.

WITNESS/ATTEST

GRANTOR:

[Signature]

Gallant Lake LLO, an Alabama limited liability company

By: [Signature]

Its: Member Mgr.

Signature of Individual/Officer/Partner



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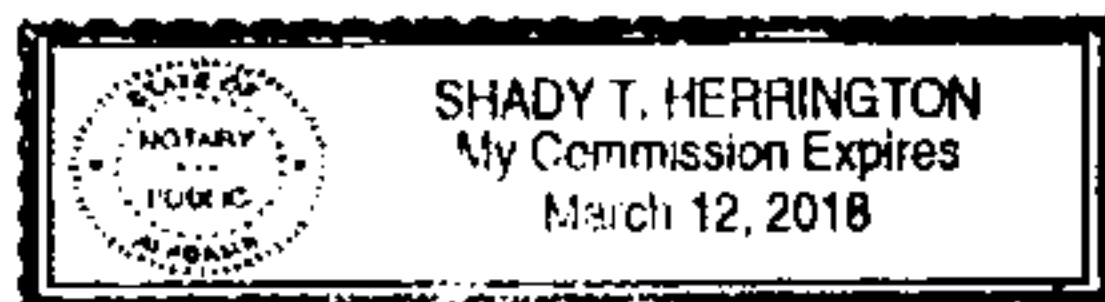
CORPORATION/PARTNERSHIP/LLC NOTARY

STATE OF Alabama)
COUNTY OF Shelby)

I, Shady T. Herrington, a Notary Public in and for said County in said State, hereby certify that
Connor Farmer whose name as
managing member of Gallant Lake, LLC a
individual (acting in its capacity as
managing member of Gallant Lake, 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
Connor Farmer and with full authority, executed the same voluntarily, for and as the act of said
managing member (acting in such capacity as aforesaid).

Given under my hand and official seal this the 6th day of February, 2018.

[SEAL]



Shady T. Herrington
Notary Public
My commission expires: March 12, 2018

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)
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: _____

APC 12233740.001

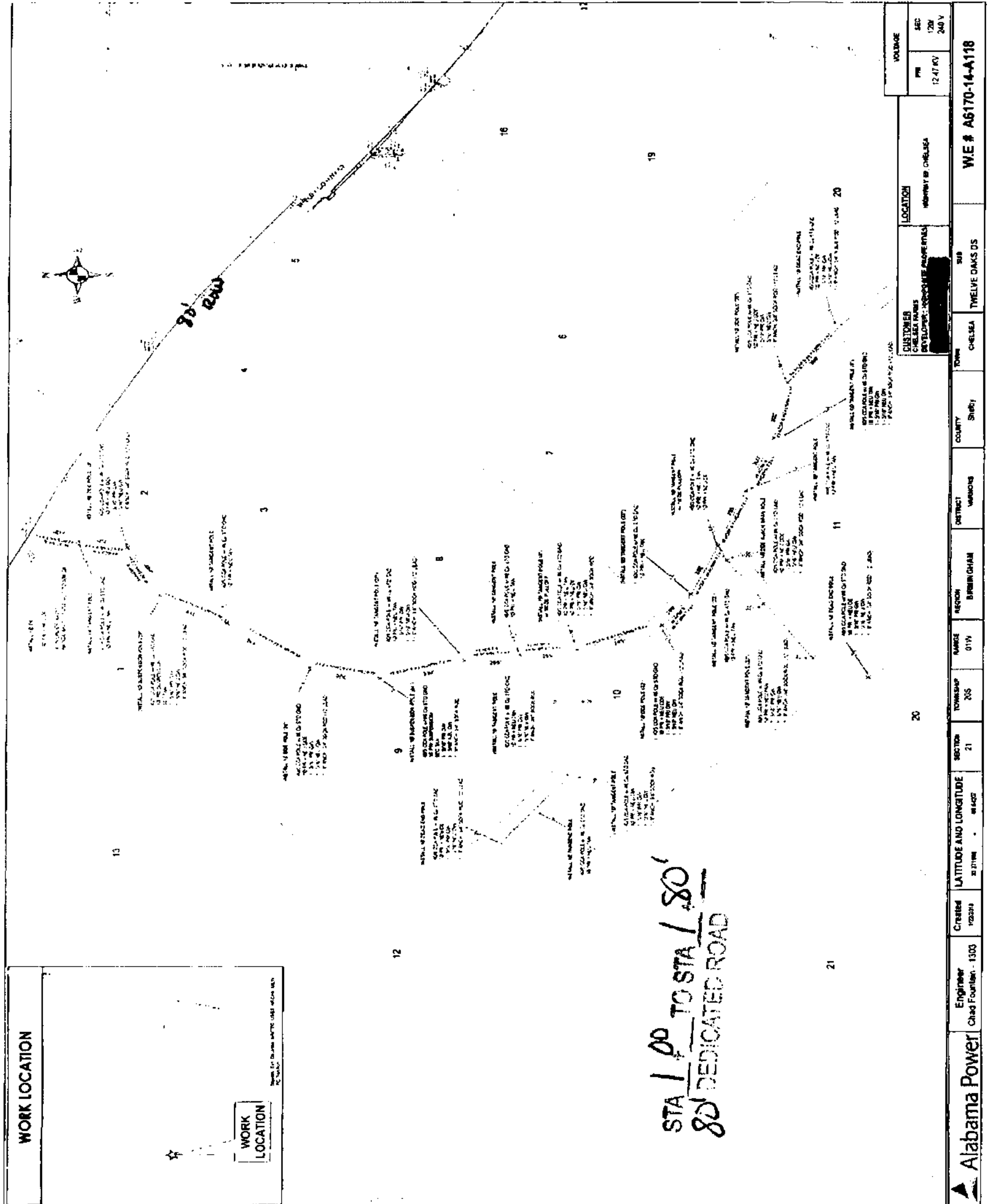


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Exhibit "A"

WE#: A6170-14-A118
Property ID 72233740-001

A parcel of land located in the S $\frac{1}{2}$ of Section 21 and the S $\frac{1}{2}$ of Section 22 and in the NW $\frac{1}{4}$ of Section 27 and in the NE $\frac{1}{4}$ of Section 28, all in Township 20 South, Range 1 West more particularly described in those certain instruments recorded in Instrument Number 20170502000150770 and the Survey of Chelsea Farms, Sector 2 as recorded in Map Book 48, Page 44 in the office of the Judge of Probate of SHELBY County, Alabama.



W.E. # A6170-14-A118

TWELVE DAKS DS

CHESEA

Sherby

DISTRICT

BRIDGEMAN

0119

20S

21

20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

Created

12/20/2017

Engineer

Chad Fountain - 1100

Alabama Power

12/20/2017

12/20/2017

12/20/2017

12/20/2017

12/20/2017