

Grant of Easement in Land for an Underground Subdivision

APCo Document # 72239773-001

Riverwoods Sector 10

20180926000343160

09/26/2018 10:59:42 AM

ESMTAROW 1/6

STATE OF ALABAMA

COUNTY OF SHELBY

This instrument prepared by: Dean Fritz

W. E. No. A6170-08-AK18

Alabama Power Company
Attn: Corporate Real Estate
2 Industrial Park Drive
Pelham, AL 35124

500.00

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, **Clayton Properties Group, Inc.** (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 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 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, riser poles, guy wires and anchors, conduits, cables, transformers, switchgear, translosures, pad-mounted equipment, light poles and associated fixtures, and all other facilities useful or necessary in connection therewith (collectively, "Facilities"), for the underground transmission and distribution of electric service, and also for underground communication service, at those places where the Company's facilities enter and leave any subdivision, 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 for the Company's underground Facilities, which shall be ten (10) feet wide, and shall extend the greater of five (5) feet from road right-of-way or five (5) feet from all sides 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 easement, and remove any trees, rocks and other obstructions, as necessary or convenient, for the construction, maintenance, repair, replacement, safety or operation of Company Facilities, and also 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, and also to prevent the surface elevation over said Facilities from being reduced by more than four (4) inches, unless permitted in writing by the Company in each instance.

Easement for Above-Ground Facilities Associated with Underground Distribution Lines: An easement for the Company's above-ground Facilities necessary or useful for providing underground service to buildings or other improvements, specifically including riser poles, guy wires and anchors at those places where the Company's Facilities enter and leave any subdivision, light poles and associated fixtures, and all pad-mounted equipment which shall include any and all portions of the Property on which such Facilities are constructed or installed. The width of the Company's above-ground easement will depend on the type of equipment: for poles, the right of way will extend fifteen (15) feet on all sides of such poles as where now or hereafter installed; for all other overhead Facilities, the right of ways shall extend five (5) feet on all sides as and where now or hereafter installed by the Company. Further, with respect to overhead Facilities, the Company is also granted the right to install and use anchor(s) and guy wires on land adjacent to said right of way, 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. Underground 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 excavate the soil within said easement, and remove any trees, rocks and other obstructions, as necessary or convenient for the construction, maintenance, repair, replacement, safety or operation of the Company's Facilities, and also 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, and also to prevent the surface elevation over said Facilities from being reduced by more than four (4) inches, unless permitted in writing by the Company in each instance.
- 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.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 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. Company shall indemnify and hold Grantor harmless from any loss, damage or judgments incurred as a result of injury or damage to persons or property to the extent solely caused by Company's negligence in performing the above described work on the premises.
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.

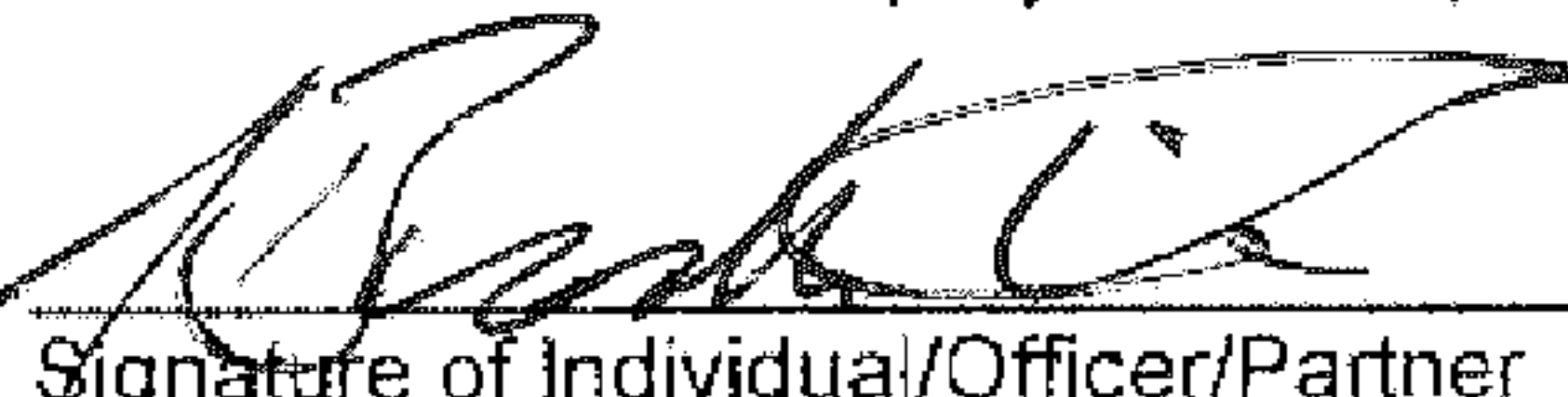
IN WITNESS WHEREOF, this instrument has been executed this the 17TH day of SEPTEMBER, 2018.

WITNESS/ATTEST

GRANTOR:

Clayton Properties, Inc.

Name of Individual/Company/Partnership/LLC



Signature of Individual/Officer/Partner

VP

Title

CORPORATION/LLC/LLP/PARTNERSHIP NOTARY

STATE OF Alabama
COUNTY OF Jefferson (State at Large)

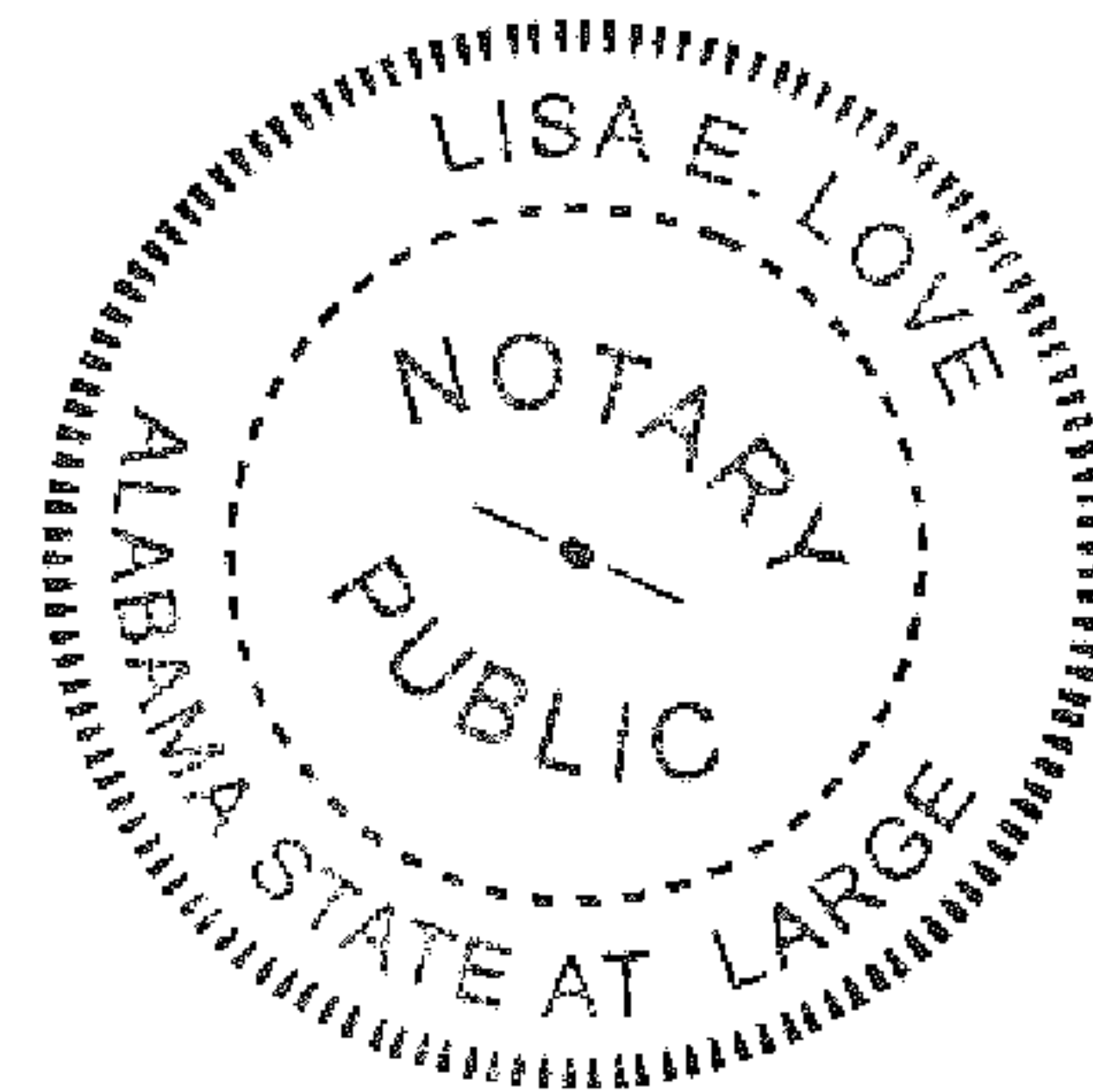
I, Lisa E. Love, a Notary Public, in and for said County in said State,
hereby certify that J. Brooks Harris, whose name as Chief Development Officer
Vice-President
of Clayton Properties, Inc. is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that,
being informed of the contents of this instrument, he/she, as such officer and with full authority, executed the same voluntarily for
and as the act of said corporation.

Given under my hand and official seal, this the 17 day of September, 2018.

Lisa E. Love
Notary Public

[SEAL]

My commission expires: MY COMMISSION EXPIRES:
October 13, 2019



Parcel I

A parcel of land situated in the SE 1/4 of the SW 1/4 of Section 17, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows: BEGIN at a 5/8" rebar capped WSE at the SE corner of Lot 29A of Cahaba Falls Phase 4A as recorded in Map Book 29, Page 76 in the Office of the Judge of Probate in Shelby County, Alabama; thence N 0°09'24" E along the west line of said Lot 29A and Lots 28A through 26B for a distance of 679.87 feet to a 5/8" rebar capped WSE at the SW corner of Lot 103 of Riverwoods 1st Sector as recorded in Map Book 29, Page 120 in said county; thence N 82°45'50" E along the south line of said Lot 103 a distance of 156.53 feet to a 5/8" rebar capped WSE at the SW corner of Lot 102 of said Riverwoods; thence N 87°58'57" E along the south line of said Lot 102 a distance of 89.60 feet to a 5/8" rebar capped WSE; thence S 80°10'14" E along the south line of said Lot 102 a distance of 138.96 feet to a rebar capped WSE at the SE corner of said Lot 102 and the westerly right-of-way of Riverwoods Parkway, said point also being a point on a curve to the left having a central angle of 48°29'43" and a radius of 450.00 feet, said curve subtended by a chord bearing S 14°25'05" E and a chord distance of 369.61 feet; thence along the arc of said curve and along said right-of-way a distance of 380.88 feet to a rebar capped EDG; thence S 38°39'56" E along said right-of-way a distance of 31.59 feet to a rebar capped EDG; thence S 51°20'04" W along said right-of-way a distance of 10.00 feet to a rebar capped EDG; thence S 38°39'56" E along said right-of-way a distance of 74.47 feet to a rebar capped EDG, said point also being a point of curve to the right having a central angle of 10°49'08" and a radius of 340.00 feet, said curve subtended by a chord bearing S 33°15'22" E and a chord distance of 64.10 feet; thence along the arc of said curve and along said right-of-way a distance of 64.20 feet to a rebar capped EDG; thence S 27°50'49" E along said right-of-way a distance of 20.00 feet to a rebar capped EDG; thence S 27°50'49" E along said right-of-way a distance of 39.91 feet to a rebar capped EDG at the intersection of the westerly right-of-way of Riverwoods Parkway and the northwesterly right-of-way of Shelby County Highway 52; thence S 62°10'35" W leaving said Riverwoods Parkway right-of-way and along said Shelby County Highway 52 right-of-way a distance of 263.89 feet to a 1/2" rebar capped RCFA at the NE corner of Lot 1 of Cahaba Falls as recorded in Map Book 17, Page 79 in said county; thence N 88°48'57" W leaving said right-of-way and along the north line of said Lot 1 a distance of 345.88 feet to the POINT OF BEGINNING.

Parcel II

A parcel of land situated in the SE 1/4 of the SW 1/4 of Section 17, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows: BEGIN at a 5/8" rebar capped WSE at the SE corner of Lot 1 of Riverwoods Commercial as recorded in Map Book 38 Page 131 in the Office of the Judge of Probate in Shelby County, Alabama; thence N 52°03'58" W along the northeastern line of said Lot 1 and Lot 2 a distance of 604.04 feet to a 5/8" rebar capped WSE at the northern most corner of Lot 2; thence N 37°35'52" E along a projection of the northwestern line of Lot 2 a distance of 15.21 feet to a rebar capped EDG on the projection of the northeastern line of Lot 408 of Riverwoods 4th Sector Phase 1 as recorded in Map Book 30 Page 81 in said county; thence N 52°24'21" W along the northeastern line of Lot 408 a distance of 310.55 feet to a rebar capped EDG on the southeastern line of a 100' Conservation Buffer as recorded in Map Book 30 Page 81 and Map Book 31 Page 89 in said county; thence N 48°13'05" E leaving said Lot 408 and along said Buffer a distance of 235.12 feet to a rebar capped EDG at a point of non-tangent curve to the right having a central angle of 17°51'12" and a radius of 535.00 feet, said curve subtended by a chord bearing N 57°05'44" E and a chord distance of 166.03 feet; thence along the arc of said curve and along said Buffer a distance of 166.71 feet to a rebar capped EDG; thence N 83°19'16" E along said Buffer a distance of 21.47 feet to a rebar capped EDG; thence S 46°50'50" E along said Buffer a distance of 142.76 feet to a rebar capped EDG; thence N 69°28'59" E along said Buffer a distance of 656.11 feet to a rebar capped EDG; thence N 05°51'13" E along said Buffer a distance of 125.72 feet to a rebar capped EDG; thence S 89°53'55" E along said Buffer a distance of 140.42 feet to a rebar capped EDG at a point of non-tangent curve to the left having a central angle of 15°20'57" and a radius of 2465.00 feet, said curve subtended by a chord bearing N 82°30'54" E and a chord distance of 658.39 feet; thence along the arc of said curve and along said Buffer a distance of 660.36 feet to a rebar capped EDG on the east line of said 1/4 section; thence S 00°26'28" W leaving said Buffer and along the east line of said 1/4 section a distance of 279.71 feet to a 5/8" rebar capped WSE on the northwestern right-of-way of Shelby County Highway 52, said point also being a point on a non-tangent curve to the left having a central angle of 24°16'43" and a radius

EXHIBIT "A"

of 1535.20 feet, said curve subtended by a chord bearing S 60°40'02" W and a chord distance of 645.67 feet; thence along the arc of said curve leaving said 1/4 section line and along said right-of-way a distance of 650.53 feet to a rebar capped EDG; thence S 48°31'41" W along said right-of-way a distance of 355.48 feet to a 5/8" rebar capped WSE at a point of curve to the left having a central angle of 08°42'00" and a radius of 2331.37 feet, said curve subtended by a chord bearing S 44°10'41" W and a chord distance of 353.66 feet; thence along the arc of said curve and along said right-of-way a distance of 354.00 feet to a rebar capped EDG; thence S 40°18'28" W along said right-of-way a distance of 41.54 feet to a rebar capped EDG at the point of a non-tangent curve to the right having a central angle of 03°20'40" and a radius of 1106.09 feet, said curve subtended by a chord bearing S 41°29'42" W and a chord distance of 64.55 feet; thence along the arc of said curve and along said right-of-way a distance of 64.56 feet to the POINT OF BEGINNING.

20180926000343160 09/26/2018 10:59:42 AM ESMTAROW

5/6

