

Grant of Easement in Land for an Underground Subdivision

APCo Document #72240324-001

Lake Wilborn Phase 4

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ESMTAROW 1/7

STATE OF ALABAMA

COUNTY OF SHELBY

500.00

This instrument prepared by: Dean Fritz

W. E. No. A6173-08-AK18

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

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, **P.R. Wilborn, LLC, a Delaware 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 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 1st day of November, 2018.

WITNESS/ATTEST

GRANTOR:

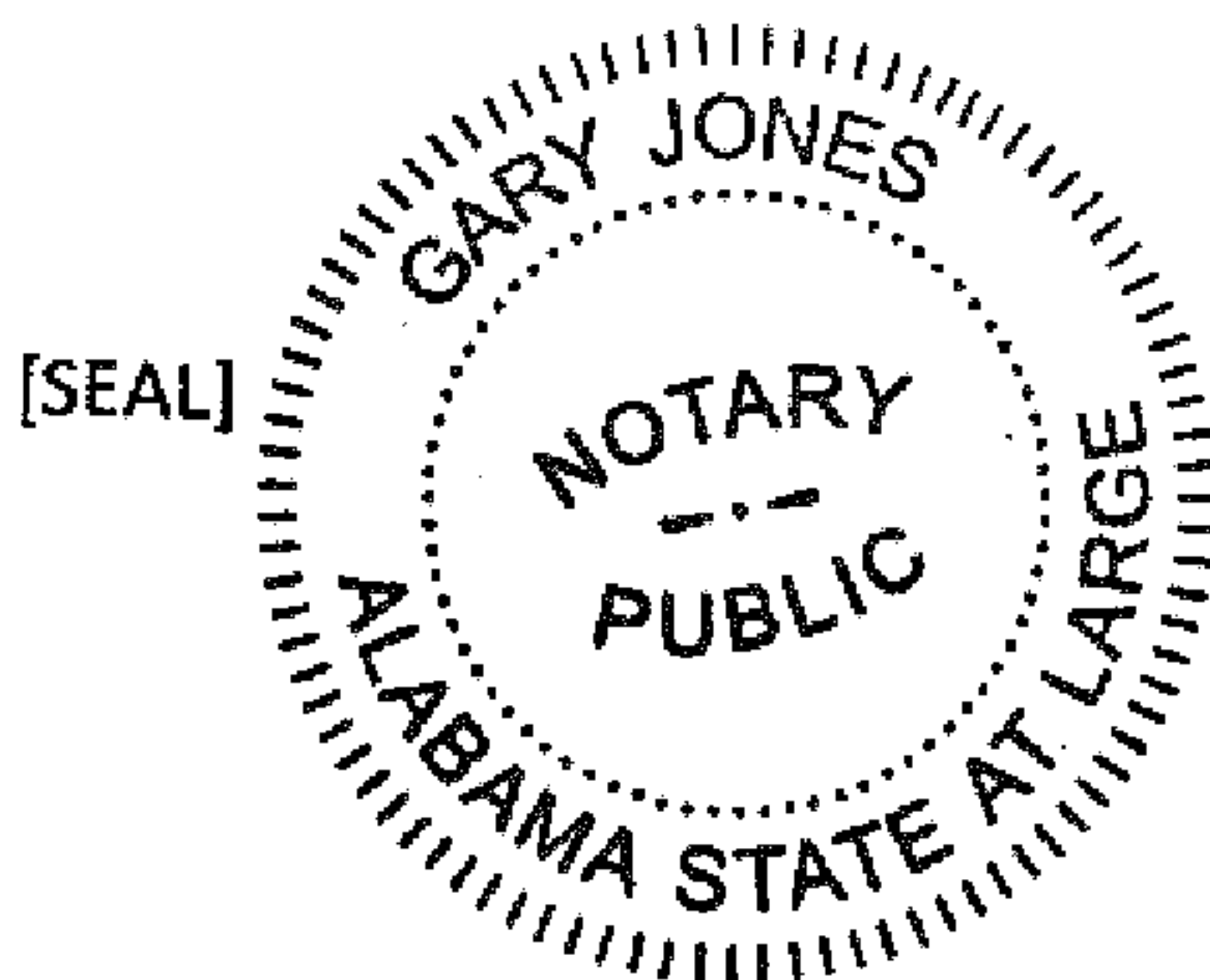
P.R. Wilborn, LLC, a Delaware limited liability company
Name of Individual/Company/Partnership/LLC

[Signature]
Signature of Individual/Officer/Partner

VP
Title

CORPORATION/LLC/LLP/PARTNERSHIP NOTARYSTATE OF ALABAMA
COUNTY OF TOWNESEND

I, GARY JONES, a Notary Public, in and for said County in said State, hereby certify that SCOTT ROTHMAN, whose name as VP of P.R. Wilborn, LLC, a Delaware 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 this instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said LLC.

Given under my hand and official seal, this the 1 day of NOVEMBER, 2018.

[Signature]
Notary Public

My commission expires: 4-5-2020

GARY JONES
NOTARY PUBLIC, STATE OF ALABAMA
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES
APRIL 05, 2020

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EXHIBIT A

LEGAL DESCRIPTION

Parcel I:

The SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 5, Township 20 South, Range 3 West, situated in Shelby County, Alabama.

Parcel II:

A parcel of land situated in the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 5, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:
Begin at a 3 inch capped pipe marking the accepted location of the SE corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 5, Township 20 South, Range 3 West, Shelby County, Alabama; thence run in a Westerly direction along the accepted South line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for 955.43 feet; thence turn an interior angle of 60 degrees 50 minutes 23 seconds and run to the right in a Northeasterly direction for 577.17 feet; thence turn an interior angle of 177 degrees 54 minutes 45 seconds and run to the right in a northeasterly direction for 469.01 feet; thence turn an interior angle of 183 degrees 10 minutes 57 seconds and run to the left in a northeasterly direction for 268.31 feet; thence turn an interior angle of 152 degrees 31 minutes 37 seconds and run to the right in a northeasterly direction for 316.39 feet to the northeast corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section; thence turn an interior angle of 57 degrees 26 minutes 17 seconds and run to the right in a southerly direction along the east line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for 1321.52 feet to the point of beginning.

Parcel III:

The East $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 5, Township 20 South, Range 3 West, except that triangular tract in the NE of the NE conveyed to United States Steel Corporation in Instrument #2002,4100 and less and except that part located in the right of way of the railroad and roadway. Also the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 5, Township 20 South, Range 3 West, less and except that part located in the right of way of the railroad and roadways.

Parcel IV:

The West $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 4, Township 20 South, Range 3 West, lying North of Cahaba River less and except the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ and also except the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section, being situated in Shelby County, Alabama.

Parcel V:

The NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 4, Township 20, Range 3 West, being situated in Shelby County, Alabama.

Parcel VI:

A parcel of land situated in the Southwest $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 4, Township 20 South, Range 3 West, Shelby County, Alabama being more particularly described as follows:

Begin at a 3 inch capped pipe marking the accepted location of the SW corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 4, Township 20 South, Range 3 West, Shelby County, Alabama; thence run in a Northerly direction along the accepted West line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for 1050.82 feet to the Northeasterly line of a 250 foot Alabama Power Company right of way; thence turn an interior angle of 34 degrees 12 minutes 11 seconds and run to the right in a

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Southeasterly direction along said right of way for 1296.45 feet to the accepted South line of said $\frac{1}{4}$ - $\frac{1}{4}$ section; thence turn an interior angle of 54 degrees 06 minutes 49 seconds and run to the right in a Westerly direction along said south line for 729.08 feet to the point of beginning.

Parcel VII:

The SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 33, Township 19 South, Range 3 West, Jefferson County, Alabama, less and except that tract conveyed to USX Corporation in Instrument #200260-2108.

Parcel VIII:

Commence at the southeast corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 33, Township 19 South, Range 3 West; thence run westerly along the south line thereof for a distance of 1318.05 feet to the SW corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 33, Township 19 South, Range 3 West; thence turn an angle to the right of 119 degrees 22 minutes 04 seconds and run northeasterly for a distance of 305.00 feet; thence turn an angle to the left of 90 degrees 00 minutes 00 seconds and run northwesterly for a distance of 127.91 feet; thence turn an angle to the right of 90 degrees 00 minutes 00 seconds and run northeasterly for a distance of 675.09 feet to the Point of beginning of the herein described parcel, said point also being the southwesterly end of existing right of way of Stadium Trace as recorded in Map Book 23, page 99, in the Office of the Judge of Probate, Jefferson County, Alabama, Bessemer Division; from the point of beginning thus obtained, thence turn an angle to the right of 90 degrees 00 minutes 00 seconds and run northeasterly for a distance of 50 feet; thence turn an angle to the right of 90 degrees 00 minutes 00 seconds and run southwesterly for a distance of 765.57 feet to the point of commencement of a curve to the right, said curve having a central angle of 20 degrees 56 minutes 08 seconds and a radius of 813.94 feet; thence run in a southwesterly direction along the arc of said curve for a distance of 297.41 feet to a point on the south line of Section 33, Township 19 South, Range 3 West; thence turn an interior angle to the left of 140 degrees 21 minutes 32 seconds from the tangent of said curve and run westerly along said section line for a distance of 177.43 feet to the point of commencement of a curve to the left, said curve having a central angle of 31 degrees 58 minutes 06 seconds and a radius of 713.94 feet; thence turn an interior angle to the left of 28 degrees 36 minutes 29 seconds to the tangent of said curve and run along the arc in a northeasterly direction for a distance of 398.35 feet; thence run in a northeasterly direction along the tangent extended from said curve for a distance of 765.57 feet; thence turn an angle to the right of 90 degrees 00 minutes 00 seconds and run northeasterly for a distance of 50 feet to the point of beginning.

A portion of the above legal descriptions can also be described as follows:

Northeast of the railroad:

A parcel of land situated in the Southwest $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 4, Township 20 South, Range 3 West, Shelby County, Alabama being more particularly described as follows:

Begin at a 3 inch capped pipe marking the accepted location of the SW corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 4, Township 20 South, Range 3 West, Shelby County, Alabama; thence run in a Northerly direction along the accepted West line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for 1050.82 feet to the Northeasterly line of a 250 foot Alabama Power Company right of way; thence turn an interior angle of 34 degrees 12 minutes 11 seconds and run to the right in a Southeasterly direction along said right of way for 1296.45 feet to the accepted South line of said $\frac{1}{4}$ - $\frac{1}{4}$ section; thence turn an interior angle of 54 degrees 06 minutes 49 seconds and run to the right in a Westerly direction along said south line for 729.08 feet to the point of beginning, containing 8.790 acres, more or less.

A part of the Southwest quarter of the Southwest quarter of Section 33, Township 19 South, Range 3 West, Jefferson County, Alabama and a part of the East one-half of the East one-half of Section 5, Township 20 South,

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Range 3 West and also a part of the West one half of Section 4, Township 20 South, Range 3 West, Shelby County, Alabama.

Less and except that portion conveyed in Instrument No. 200261-5143, Instrument No. 200260-2108, Instrument No. 2002262-8151, Instrument No. 2002-13608, Instrument No. 2002-2002 and Instrument No. 2002-4100 and also less and except all that part lying Southwest of the railroad right of way, less and except all that part lying Southeast of the Cahaba River, and also less and except all that part lying the Southeast quarter of the Southeast quarter of Section 5, Township 20 South, Range 3 West, Shelby County, Alabama.

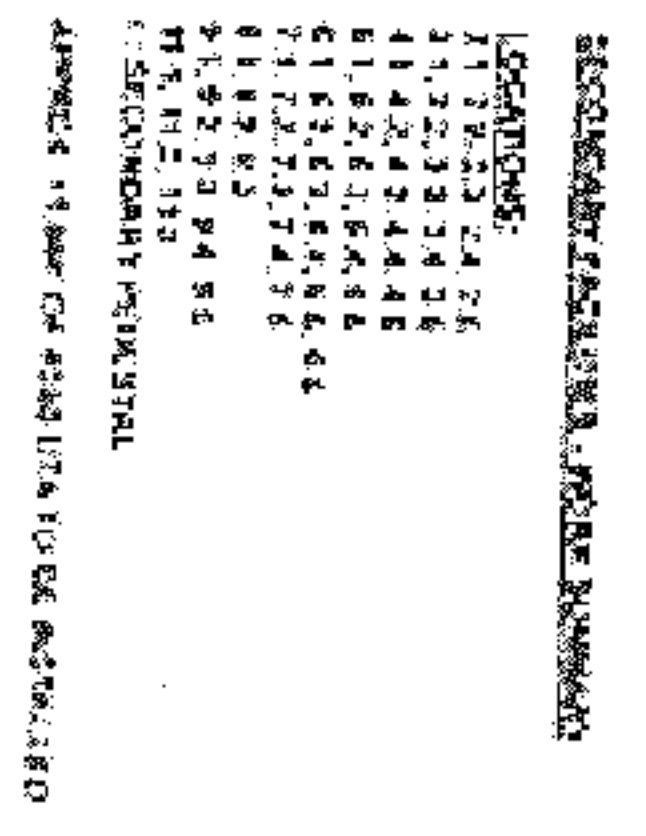
Southeast of the railroad:

A parcel of land situated in the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 5, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Begin at a 3 inch capped pipe marking the accepted location of the SE corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 5, Township 20 South, Range 3 West, Shelby County, Alabama; thence run in a Westerly direction along the accepted South line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for 955.43 feet; thence turn an interior angle of 60 degrees 50 minutes 23 seconds and run to the right in a Northeasterly direction for 577.17 feet; thence turn an interior angle of 177 degrees 54 minutes 45 seconds and run to the right in a northeasterly direction for 469.01 feet; thence turn an interior angle of 183 degrees 10 minutes 57 seconds and run to the left in a northeasterly direction for 268.31 feet; thence turn an interior angle of 152 degrees 31 minutes 37 seconds and run to the right in a northeasterly direction for 316.39 feet to the northeast corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section; thence turn an interior angle of 57 degrees 26 minutes 17 seconds and run to the right in a southerly direction along the east line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for 1321.52 feet to the point of beginning, containing 16.566 acres more or less.

The Southwest quarter of the Southeast quarter of Section 5, Township 20 South, Range 1 West and a part of the Northeast quarter of the Southeast quarter of Section 5, Township 20 South, Range 3 West, Shelby County, Alabama.

Less and except that portion conveyed in Instrument No. 200261-5143, Instrument No. 200260-2108, Instrument No. 200261-8151, Instrument No. 2002-13680, Instrument No. 2002-2002 and Instrument No. 2002-4100 and also less and except all that portion lying Northeast of the railroad right of way. Less and except all that portion lying within Elvira Road right of way.

[illegible][illegible][illegible]

THE WORKS OF
J. H. P. RY

33.32539/
-86.862129

PROPERTY ORIGINATOR 210 S.W. 35th Ave. 33134 305-426-1111 305-426-1112 305-426-1113 305-426-1114 305-426-1115 305-426-1116 305-426-1117 305-426-1118 305-426-1119 305-426-1120 305-426-1121 305-426-1122 305-426-1123 305-426-1124 305-426-1125 305-426-1126 305-426-1127 305-426-1128 305-426-1129 305-426-1130 305-426-1131 305-426-1132 305-426-1133 305-426-1134 305-426-1135 305-426-1136 305-426-1137 305-426-1138 305-426-1139 305-426-1140 305-426-1141 305-426-1142 305-426-1143 305-426-1144 305-426-1145 305-426-1146 305-426-1147 305-426-1148 305-426-1149 305-426-1150 305-426-1151 305-426-1152 305-426-1153 305-426-1154 305-426-1155 305-426-1156 305-426-1157 305-426-1158 305-426-1159 305-426-1160 305-426-1161 305-426-1162 305-426-1163 305-426-1164 305-426-1165 305-426-1166 305-426-1167 305-426-1168 305-426-1169 305-426-1170 305-426-1171 305-426-1172 305-426-1173 305-426-1174 305-426-1175 305-426-1176 305-426-1177 305-426-1178 305-426-1179 305-426-1180 305-426-1181 305-426-1182 305-426-1183 305-426-1184 305-426-1185 305-426-1186 305-426-1187 305-426-1188 305-426-1189 305-426-1190 305-426-1191 305-426-1192 305-426-1193 305-426-1194 305-426-1195 305-426-1196 305-426-1197 305-426-1198 305-426-1199 305-426-1200 305-426-1201 305-426-1202 305-426-1203 305-426-1204 305-426-1205 305-426-1206 305-426-1207 305-426-1208 305-426-1209 305-426-1210 305-426-1211 305-426-1212 305-426-1213 305-426-1214 305-426-1215 305-426-1216 305-426-1217 305-426-1218 305-426-1219 305-426-1220 305-426-1221 305-426-1222 305-426-1223 305-426-1224 305-426-1225 305-426-1226 305-426-1227 305-426-1228 305-426-1229 305-426-1230 305-426-1231 305-426-1232 305-426-1233 305-426-1234 305-426-1235 305-426-1236 305-426-1237 305-426-1238 305-426-1239 305-426-1240 305-426-1241 305-426-1242 305-426-1243 305-426-1244 305-426-1245 305-426-1246 305-426-1247 305-426-1248 305-426-1249 305-426-1250 305-426-1251 305-426-1252 305-426-1253 305-426-1254 305-426-1255 305-426-1256 305-426-1257 305-426-1258 305-426-1259 305-426-1260 305-426-1261 305-426-1262 305-426-1263 305-426-1264 305-426-1265 305-426-1266 305-426-1267 305-426-1268 305-426-1269 305-426-1270 305-426-1271 305-426-1272 305-426-1273 305-426-1274 305-426-1275 305-426-1276 305-426-1277 305-426-1278 305-426-1279 305-426-1280 305-426-1281 305-426-1282 305-426-1283 305-426-1284 305-426-1285 305-426-1286 305-426-1287 305-426-1288 305-426-1289 305-426-1290 305-426-1291 305-426-1292 305-426-1293 305-426-1294 305-426-1295 305-426-1296 305-426-1297 305-426-1298 305-426-1299 305-426-1300 305-426-1301 305-426-1302 305-426-1303 305-426-1304 305-426-1305 305-426-1306 305-426-1307 305-426-1308 305-426-1309 305-426-1310 305-426-1311 305-426-1312 305-426-1313 305-426-1314 305-426-1315 305-426-1316 305-426-1317 305-426-1318 305-426-1319 305-426-1320 305-426-1321 305-426-1322 305-426-1323 305-426-1324 305-426-1325 305-426-1326 305-426-1327 305-426-1328 305-426-1329 305-426-1330 305-426-1331 305-426-1332 305-426-1333 305-426-1334 305-426-1335 305-426-1336 305-426-1337 305-426-1338 305-426-1339 305-426-1340 305-426-1341 305-426-1342 305-426-1343 305-426-1344 305-426-1345 305-426-1346 305-426-1347 305-426-134	
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