

Grant of Easement in Land for an Underground Subdivision**STONEBRIAR SUBDIVISION**

STATE OF ALABAMA

COUNTY OF **SHELBY**This instrument prepared by: **S HOPKINS**

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

20181120000410300**11/20/2018 12:31:29 PM****ESMTAROW 1/5**

KNOW ALL MEN BY THESE PRESENTS, That the undersigned STONEBRIAR PROPERTIES LLC (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, trans closures, 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.
 - B. 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.
 - C. 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.

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 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 24 day of October, 2018.

Paige Steel
 Witness Signature (non-relative)
Paige Steel
 Print Name
Paige Steel
 Witness Signature (non-relative)
Paige Steel
 Print Name

Michelle Donovan (SEAL)
 (Grantor)
Michelle Donovan
 Print Name
W R Boothe (SEAL)
 (Grantor)
W R Boothe
 Print Name

-----For Alabama Power Company Corporate Real Estate Department Use Only-----

W.E. # A6170-08-B018 Transformer # _____ All facilities on Grantor: YES

1/4, 1/4 STR & LOC to LOC: 22S-2W-14 SE/SW 22S-2W-23 NE/NW

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STATE OF Alabama

COUNTY OF Shelby

I, Morgen Kelsie Bryant, a Notary Public, in and for said County in said State, hereby certify that _____

Michelle Donovan whose name(s) [as Managing Member] is/are signed to the foregoing instrument and who is/are known to me, acknowledged before me on this day that being informed of the contents of the instrument, he/she/they [in such capacity as aforesaid] executed the same voluntarily.

Given under my hand and official seal this the 24 day of October, 2018.

Morgen Kelsie Bryant
Notary Public

My commission expires: 05/18/20

[SEAL]

STATE OF Alabama

COUNTY OF Shelby

I, Morgen Kelsie Bryant, a Notary Public, in and for said County in said State, hereby certify that _____

W.K. Boothe whose name(s) [as Member] is/are signed to the foregoing instrument and who is/are known to me, acknowledged before me on this day that being informed of the contents of the instrument, he/she/they [in such capacity as aforesaid] executed the same voluntarily.

Given under my hand and official seal this the 24 day of October, 2018.

Morgen Kelsie Bryant
Notary Public

My commission expires: 05/18/20

[SEAL]

EXHIBIT "A"

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PARCEL I:

Commence at the SW corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 23, Township 22 South, Range 2 West; thence South 89 degrees 21 minutes 49 seconds East, a distance of 991.78 feet to the Point of Beginning; thence South 89 degrees 21 minutes 49 seconds East, a distance of 329.25 feet; thence North 00 degrees 54 minutes 42 seconds East, a distance of 1092.47 feet; thence a distance of 179.68 feet; thence North 00 degrees 53 minutes 12 seconds East, a distance of 2.55 feet; thence North 89 degrees 06 minutes 48 seconds West, a distance of 100.00 feet; thence South 50 degrees 41 minutes 22 seconds West, a distance of 83.77 feet; thence South 00 degrees 53 minutes 12 seconds West a distance of 120.00 feet; thence South 18 degrees 54 minutes 59 seconds East, a distance of 63.77 feet; thence South 00 degrees 53 minutes 12 seconds West, a distance of 420.00 feet; thence South 23 degrees 30 minutes 33 seconds East a distance of 130.00 feet; thence South 00 degrees 53 minutes 33 seconds West, a distance of 316.42 feet to the Point of Beginning.

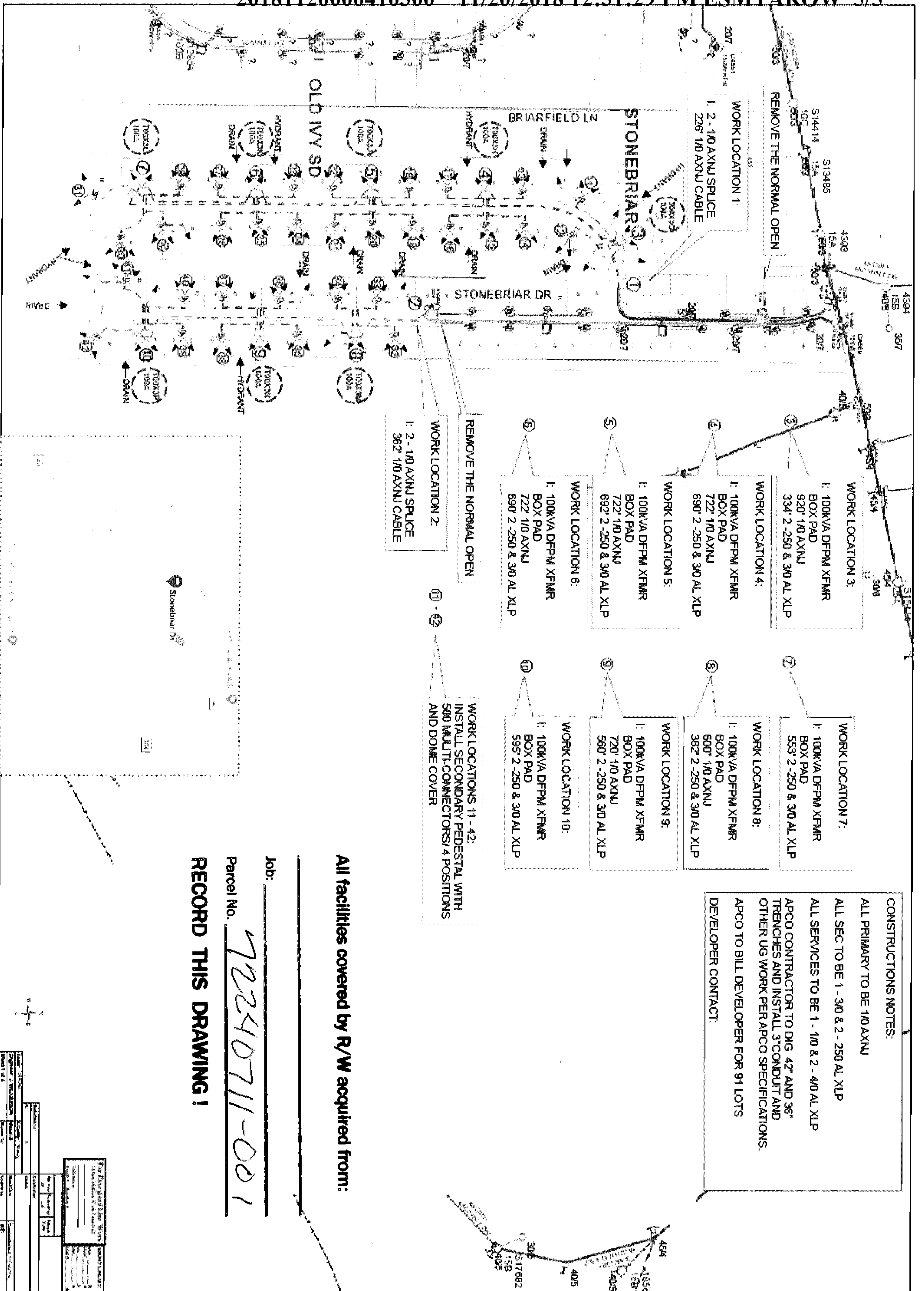
PARCEL II:

Commence at the SW corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 23, Township 22 South, Range 2 West; thence South 89 degrees 21 minutes 49 seconds East, a distance of 660.95 feet to the Point of Beginning; thence North 00 degrees 54 minutes 59 seconds East, a distance of 1758.22 feet; thence South 56 degrees 55 minutes 46 seconds East, a distance of 76.27 feet; thence North 33 degrees 04 minutes 14 seconds East, a distance of 105.78 feet; thence North 77 degrees 23 minutes 00 seconds East, a distance of 246.20 feet; thence South 06 degrees 27 minutes 22 seconds East, a distance of 154.20 feet; thence South 00 degrees 53 minutes 12 seconds West, a distance of 613.82 feet; thence South 20 degrees 41 minutes 22 seconds West, a distance of 63.77 feet; thence South 00 degrees 53 minutes 12 seconds West, a distance of 120.00 feet; thence South 18 degrees 54 minutes 59 seconds East, a distance of 63.77 feet; thence South 00 degrees 53 minutes 21 seconds West, a distance of 420.00 feet; thence South 23 degrees 30 minutes 33 seconds East, a distance of 130.00 feet; thence South 00 degrees 53 minutes 33 seconds West, a distance of 316.42 feet; thence North 89 degrees 21 minutes 49 seconds West a distance of 330.87 feet to the Point of Beginning.

Being a part of Lots 17, 18, 19 and 20, according to the Survey of Caleriana Farms, as recorded in Map Book 3, Page 112, in the Probate Office of Shelby County, Alabama.

LESS AND EXCEPT:

Lots 71A, 72A, 73A, 74A, 75A, 76A, 77A, 112A, 113A, 114A, 115A, 116A, 117A and 118A, according to a Resurvey of Stonebriar Phase I, as recorded in Map Book 38, Page 61, in the Probate Office of Shelby County, Alabama.



All facilities covered by R/W acquired from:

Job:

Parcel No.

72240711-001

RECORD THIS DRAWING!

NO.	DATE	DESCRIPTION	BY	CHECKED
1	11/20/2018	DESIGN	ESMTAROW	
2	11/20/2018	CHECKED		ESMTAROW
3	11/20/2018	APPROVED		ESMTAROW
4	11/20/2018	REVISION		ESMTAROW
5	11/20/2018	REVISION		ESMTAROW



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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\$27.50 CHARITY
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Allen S. R.