

500.00

Grant of Easement in Land for an Underground Subdivision

20191126000439140

APCo Document # 72249563-001

11/26/2019 09:21:57 AM

ESMTAROW 1/5

Creekview Phase 2

STATE OF ALABAMA

COUNTY OF SHELBY

This instrument prepared by: Dean Fritz

W. E. No. A6173-08-A020

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

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, D.R. Horton, INC. - BIRMINGHAM, an Alabama corporation, (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

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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 7<sup>th</sup> day of November, 2019.

WITNESS/ATTEST



GRANTOR:

D.R. HORTON, INC. – BIRMINGHAM, an Alabama corporation  
Name of Individual/Company/Partnership/LLC



Signature of Individual/Officer/Partner

Division President  
Title

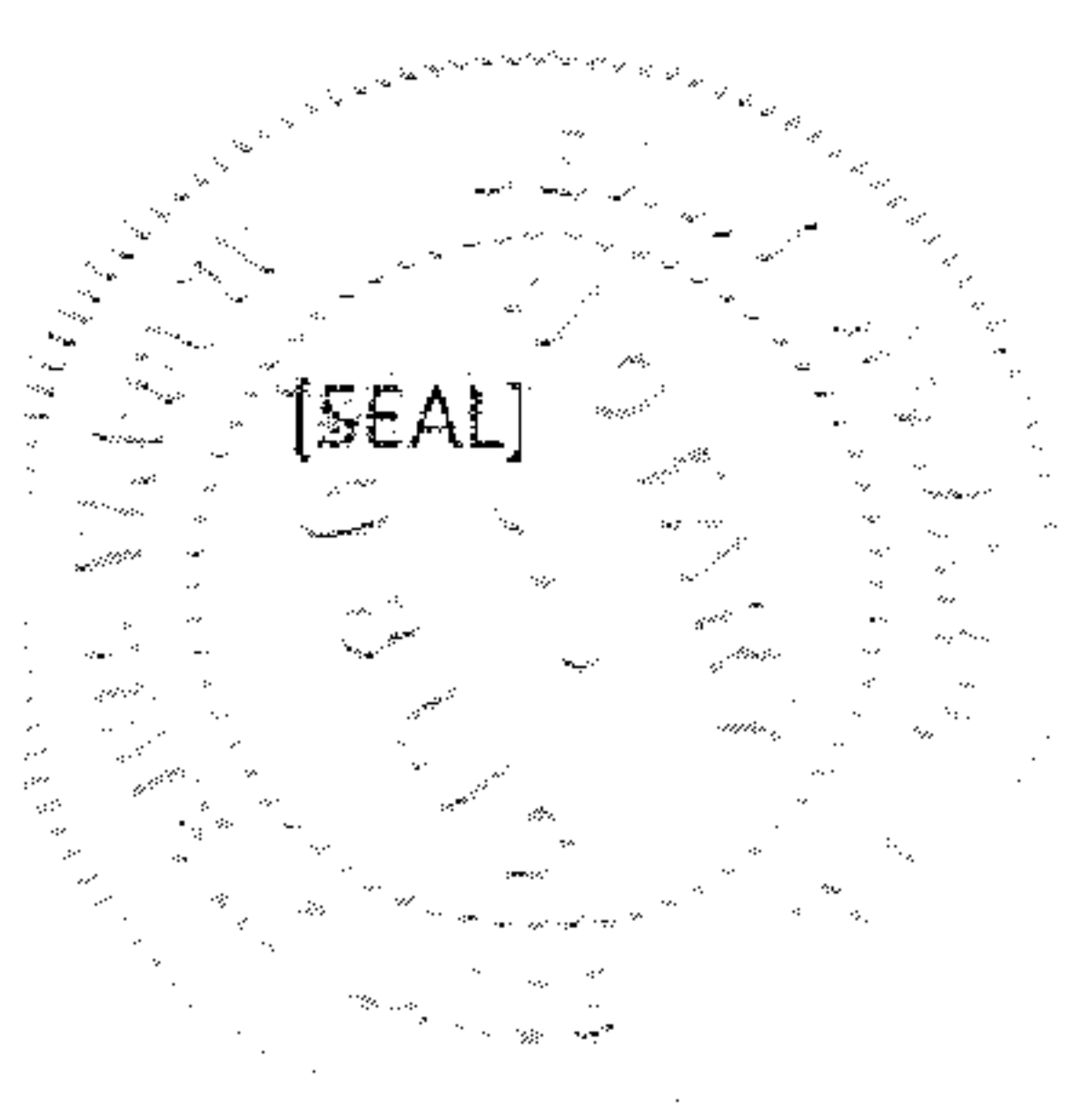
APC Document # 12249563-001

CORPORATION/LLC/LLP/PARTNERSHIP NOTARY

STATE OF Alabama  
COUNTY OF Shelby

I, Jerry Howard, Jr., a Notary Public, in and for said County in said State,  
hereby certify that Andrew Hancock, whose name as Division President  
of D.R. HORTON, INC. - BIRMINGHAM, an Alabama corporation, 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  
Division President 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 17th day of November, 2019.



[Signature]  
Notary Public

My commission expires: 9-28-23

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WE # A6173-08-A020

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EXHIBIT "A"

A portion of a parcel of land located in the SE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  and in the NE  $\frac{1}{4}$  of NW  $\frac{1}{4}$  of Section 26, Township 20 South, Range 4 West, more particularly described in that certain instrument recorded in Instrument #20171026000387770, in the Office of the Judge of Probate of Shelby County, Alabama.

**7ED**

BREAKER #: 49106  
OCB/OCR: XG1262  
SWITCH: RC8071

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33,270  
-86.926

RISER LOADING CHART			
SECTION #	PURPOSE	EMERGENCY	FUEL
X02717	20.7 A	70.3A	75A
X02718	28.7A	70.3A	75A

LOC: #1  
 E: (2) 1019.9 Pri. Riser  
 : w/ 2" U-Guard  
 E SW. Plate : XG2717  
 I Blue Plate : 75A  
 I SW. Plate : XG2719  
 I Blue Plate : 75A

CABLE PULL - WORST CASE

Sec 0110 19.9 kV CBDS  
Max. TenOut 757.4415  
SWBP: 252.48

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LOC: # 2, # 5 & # 6
E 167 kVA Switchable, 19.9kV Pad-mount Trans
: Box-Pad
LOC: # 4, & #7
E 100 kVA Switchable, 19.9kV Pad-mount Trans
: Box-Pad
: Loc: #7 is the N.O. back to Loc: # 9
LOC: # 2, 1, 2, 2, 2, 3, 2, 4, 2, 5 &
: # 4, 1, 4, 2, 4, 3, 4, 4 & # 5, 1, 5, 2, 5, 3, 5, 4, 5, 5
: # 6, 1, 6, 2, 6, 3 & 6, 5 & # 7, 1, 7, 2, 7, 3,
E Secondary Pedestal

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- LOC: #5
- 1: APCo UG Crew to
- 2: install Pull Box
- 3: 19.9 Splices as Marked
- 4: From Riser XG2717 to SLT01BX9
- 5: From SLT01BX5 to SLT01BX7

FAULT CURRENT SW: RC8071

000:0 0G:2518

00G: 0 0G-R: 66

00:00

**OFF KUEMPHASE**

RISER LOADING CHART			
SECTION #	PROPOSED	EXISTING	FLUE
XG3028	27.1 A	70.3A	76A
XG3265	18.3 A	70.3A	76A

Filed and Recorded  
 Official Public Records  
 Judge of Probate, Shelby County Alabama, County  
 Clerk  
 \_\_\_\_\_  
 Shelby County, AL  
 11/26/2019 09:21:57 AM  
 \$35.00 CHARITY  
 20191126000439140

Alli S. Beyal

Customer: Eric Shula: ~~800-800-8000~~  
D.R. Horton  
Location: Hwy 13 & Hwy 93

Engineer:  
T. MACMILLAN  
205-228-1111

**Add'l Info:** CREEKVIEW PHASE 2  
58 Lots at 3000sq' to 3500sq'  
homes with 2004 mains.

Substation: ELYMA ROAD  
X: 49105 Y: 7051862

Voltage:  $\frac{211}{19.904.5}$   
520.  
120/240

**WORK ORDER:**  
**A6173-08-A020**