

**Grant of Easement for Overhead and Underground Facilities within a Subdivision**

20201228000592660

STATE OF ALABAMA

12/28/2020 11:39:25 AM

COUNTY OF SHELBY

ESMTAROW 1/3

This instrument prepared by: S. HOPKINS

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

**KNOW ALL MEN BY THESE PRESENTS**, That the undersigned BIRMINGHAM LD LLC,  
(hereinafter known as "Grantor", whether one or more) is the owner of record of the real property more particularly described in that certain  
instrument recorded in INSTRUMENT #20190515000163690 in the Office of the Judge of Probate of the above-named County (hereinafter  
"the Property") which Grantor intends to subdivide; 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 right from time to time to construct, install, operate, maintain,  
repair and replace 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) **Overhead 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) **Overhead 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) **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.
  - d) **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, 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.

- e) 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.
- f) 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

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), b), c), d), and e) and the locations are to be determined by the locations at which such Facilities are installed.

2. If, in connection with the construction or improvement of any public road or highway, it becomes necessary or desirable for the Company to move any of the Facilities, Grantor hereby grant to the Company the right to relocate the Facilities and, as to such relocated Facilities, to exercise the rights granted above; provided, however, the Company shall not relocate said Facilities on the Property at a distance greater than ten feet (10') outside the boundary of the right of way of any such public road or highway as established or re-established from time to time.
3. 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.
4. 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.
5. 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.

TO HAVE AND TO HOLD the same to the Company, its successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantors have caused this instrument to be executed by David C Frey, its authorized representative, as of the 13 of October, 2020.

ATTEST (if required) or WITNESS:

GRANTOR: Brennan LD, LLC  
David C Frey

Signature

Signature

Title

Title

20201228000592660 12/28/2020 11:39:25 AM ESMTAROW 2/3

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

W.E. # A6170-08-AQ20 Transformer # \_\_\_\_\_ All facilities on Grantor: \_\_\_\_\_

¼, ¼ STR & LOC to LOC: 22S-02W-20 NW/NE 22S-02W-17 SW/SE

Subdivision Information (if applicable): CAMDEN PARK

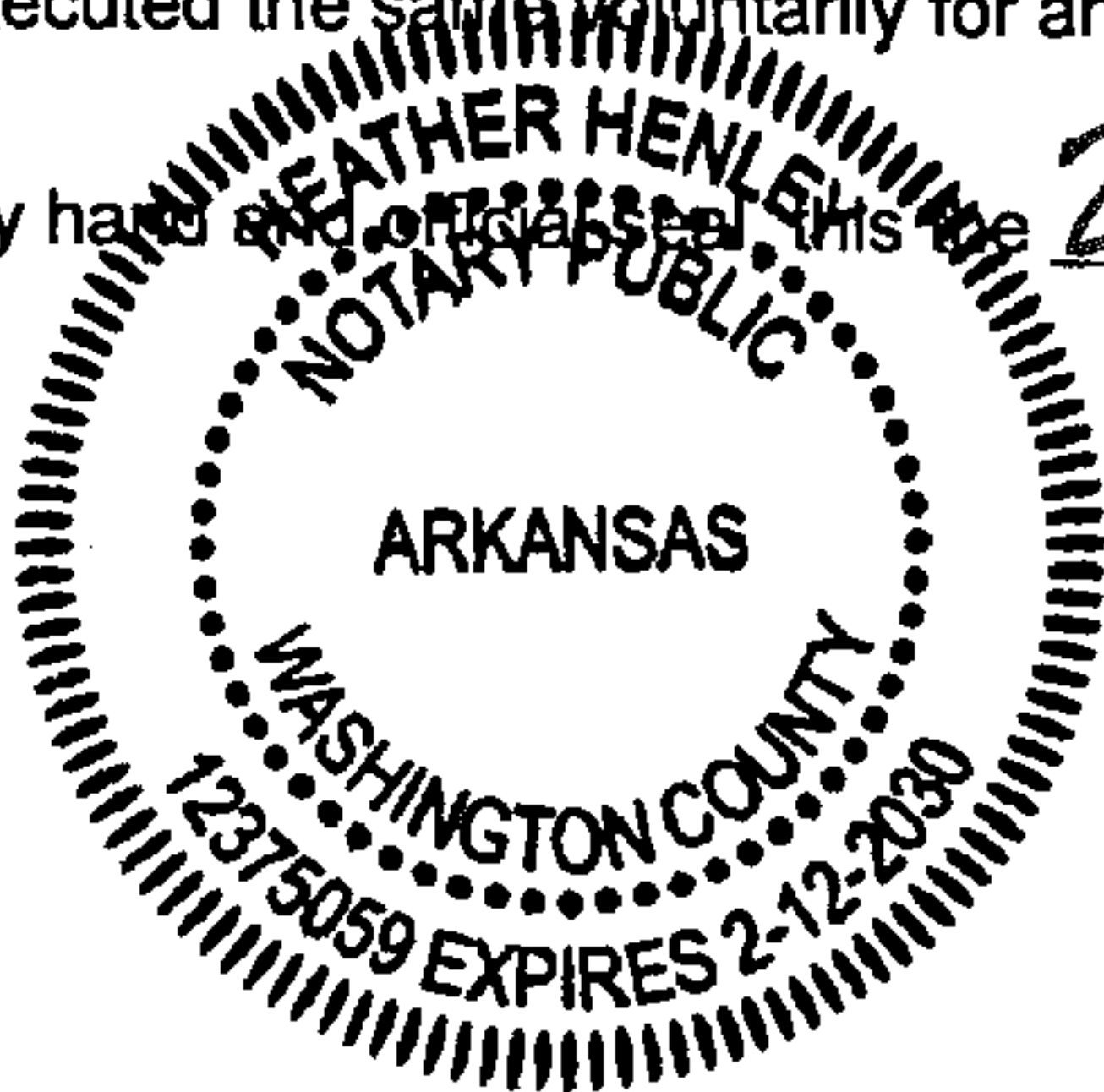


**CORPORATION NOTARY**

STATE OF Arkansas  
COUNTY OF Washington  
I, Heather Henley, a Notary Public, in and for said County in said State, hereby  
certify that David C Frye, whose name as  
manager of Birmingham LD, a corporation, is signed to the foregoing instrument,  
and who is known to me, acknowledged before me on this 23 day of October, 2020,  
full authority executed the same voluntarily for and as the act of said Corporation.

Given under my hand and official seal this the 23 day of October, 2020.

[SEAL]



Heather Henley  
Notary Public

My commission expires: 2-12-2030

**CORPORATION/PARTNERSHIP/LLC NOTARY**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said County in said State, hereby certify that  
\_\_\_\_\_, whose name as \_\_\_\_\_ of  
\_\_\_\_\_, a \_\_\_\_\_, acting in its  
capacity as \_\_\_\_\_ of \_\_\_\_\_, a  
\_\_\_\_\_ 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 \_\_\_\_\_  
and with full authority, executed the same voluntarily, for and as the act of said \_\_\_\_\_  
acting in such capacity as aforesaid.

Given under my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

[SEAL]

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
12/28/2020 11:39:25 AM  
\$29.00 CHARITY  
20201228000592660

Allen S. Bayl