

GRANT OF EASEMENT

(Distribution)

W.E. No. A6170-00-G422 (Shelby County, AL)

APCo Parcel No. 72273468-001

THIS INDENTURE made this 4th day of October, 2022, between Hawaii ERS Timberland LLC, a Hawaii limited liability company, with a mailing address of c/o Manulife Investment Management Timberland and Agriculture, Inc., 197 Clarendon Street, C-8 Floor, Boston, Massachusetts 02116 ("GRANTOR"), and ALABAMA POWER COMPANY, an Alabama corporation, having an address at 600 North 18th Street, Birmingham, Alabama 35203 ("GRANTEE").

WITNESSETH, That the Grantor, for the sum of Ten Dollars (\$10.00), and other good and valuable consideration to it in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby GRANT, BARGAIN, SELL, CONVEY and TRANSFER to the Grantee, its successors and assigns a nonexclusive easement or right-of-way described as follows:

The right to construct, operate and maintain electric distribution and communication lines used in conducting Grantee's business and all towers, poles, conduits, conductors cables, insulators anchors, guy wires, counterpoise conductors, and all other appliances necessary or convenient in connection therewith from time to time over, under and across a strip of land thirty (30) feet in width, as said strip being located over, under and across the lands of Grantor in the Northeast Quarter of the Northwest Quarter (NE ¼ of NW ¼) of Section 04, Township 22 South, Range 01 West, in Shelby County, Alabama, as said strip, and the lands of which the same is a part, is depicted on Exhibit "A" attached hereto and made a part hereof (the "Easement Area"), more particularly described as Instrument # 20010002734000000, recorded in the Office of the Judge of Probate of Shelby County, Alabama, together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof for the purposes above described including the right to prevent the use of such strip as a parking area for automobiles or other vehicles, as a storage area for machinery or materials, or as a road other than a road crossing such strip at a location which does not endanger or interfere with works that have been or may at some future date be constructed on such strip.

TOGETHER WITH the right to take the following actions in connection therewith:

1. the right of ingress and egress at all times, to and from of said easement area by any and all officers, agents, and workmen of Grantee and its contractors by such route or routes as shall occasion the least practicable damage and inconvenience to Grantor but linked to private roads and ways then existing thereon (with Grantor having the right to terminate, close or relocate

said private roads and ways at any time), on foot or by conveyance with materials, machinery, supplies and equipment as may be desirable; provided that, existing roads and ways thereon shall be used only to the extent that they afford access to and from any easement area; and to construct, reconstruct, work upon, repair, alter, inspect and in general do any and all other things necessary or convenient to maintain and operate said electric distribution and communication lines and with Grantee to repair any damage caused by Grantee (or others acting by, through or under Grantee) to said roads and ways to the condition of the same prior to such damage;

2. the right to relocate its lines of towers, poles and appliances, in the event it becomes necessary for Grantee to move its lines of towers, poles and appliances in connection with the construction or improvement of any public road or highway in proximity to said power lines, if such road is on, over or across the Easement Area; provided, however, to the extent consistent with Grantee's standard practices, if relocated pursuant hereto, the Grantee shall relocate its said lines of poles at a distance not 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 and to release of record the portion of the Easement Area outside of the relocated 30 foot revised Easement Area;
3. the right to install and maintain (i) grounding devices on Grantor's fences now or hereafter located on the Easement Area and on fences or other structures of Grantor now or hereafter located on the Easement Area, and (ii) counterpoise conductors and guy wires and guy anchors for the support of the structures of the electric distribution lines on the Easement Area;
4. the right to clear, and keep cleared, from Easement Area, all structures (other than ordinary fences, but when Grantee desires, such fences may be unlocked, opened and reclosed or temporarily removed and replaced) and all trees, undergrowth, stumps, and roots, and, in so doing, to use:
 - a. chemicals, so long as the use, storage and disposal thereof is in compliance with applicable laws;
 - b. machinery; and
 - c. other forms of equipment and devices;

it being agreed that in the event Grantor shall install any fence across any part of any Easement Area, it shall install a gate therein at a location which will allow passage of Grantee's vehicles and equipment in the ordinary manner and which will be consistent with Grantee's specifications for fences across distribution line easements; and

5. the right to clear and keep cleared from Easement Area all overhanging branches and to cut down, in Grantee's discretion at any time and from time to time, upon ten (10) days prior written notice to Grantor, any tree outside of any Easement Area which in falling would come within five (5) feet of any conductor on said Easement Area, and cut and remove any limb, or any part

thereof, from any tree standing inside or outside of any Easement Area when such limb or any part thereof protrudes or is likely to protrude into said Easement Area; provided, however, that, with respect only to the initial clearing of any easement area, all cut or removed trees, undergrowth, brush, overhanging branches and refuse wood shall be burned, buried, removed or chipped and scattered by Grantee unless applicable law provides otherwise.

PROVIDED, HOWEVER, that, subject to the rights of Grantee hereunder, nothing contained herein shall otherwise affect or impair Grantor's rights as fee owner of easement area and any and all property adjacent thereto, especially to the full use and enjoyment thereof. Not in limitation of Grantee's rights and in further explanation of the nonexclusive nature of the easement and limitations upon Grantor's reserved rights, Grantor agrees that:

1. the clearance between any conductor of the distribution lines and the surface of the ground shall not be reduced by grading or any other work;
2. no buildings, wells, septic tanks, absorption pits, underground or overhead storage tanks, or burial ground shall be placed upon any easement area; and
3. Grantee's facilities shall in no way be interfered with or endangered by the Grantor.

It being further **UNDERSTOOD** and **AGREED** between the parties hereto that:

1. any and all structures, wires, and appurtenant facilities installed by Grantee shall be and remain the property of Grantee and may be removed by it at any time and from time to time, provided, however, that Grantee shall be responsible for any and all costs and expenses involved in said removal and for the repair of any and all damages caused as a result thereof;
2. Grantee shall be responsible for any and all costs and expenses involved in the use, operation and maintenance of the easement. In the event that Grantee's activities on any easement area or Grantor's adjacent property shall exceed the scope of Grantee's rights hereunder, Grantee shall be responsible for the repair of any and all damage caused by Grantee as a result thereof including but not limited to damage to any bridge or road, lawn, driveways, shrubbery, trees, fences, irrigation or drainage ditches and/or equipment and growing crops, if any there be, on Grantor's premises; and
3. Grantee shall indemnify and hold harmless the Grantor, its agents, employees and/or representatives, from and against all claims, damages, losses, suits and action, including attorney's fees, resulting from injury to persons or damage to property to the extent caused by the negligent installation, construction, operation, maintenance, repair, renewal, replacement or removal of said electric distribution and/or communication lines on, over, along, across and/or under any easement area by Grantee or its agents, employees and/or representatives.

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

Grantor does hereby covenant that based solely upon Grantor's owners title insurance policy it is lawfully seized and possessed of the real estate of which this easement area is a part and has a good and lawful right to convey the same or any part thereof subject to matters of record and that it will warrant and defend the same against all persons claiming by, through or under Grantor, but not otherwise.

The rights, conditions and provisions of this Grant of Easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto. In the event Grantee fails to use the easement or any part thereof for electrical distribution and communication purposes for a period of three (3) consecutive years, the easement (or applicable part) shall be deemed abandoned and the easement thereon shall terminate and thereafter be null and void except for the provisions herein as to the indemnity and hold harmless and repair obligations of Grantee thereunder which shall survive termination.

[Remainder of page intentionally left blank-
Signature Page follows]

IN WITNESS WHEREOF, the Grantor has executed the foregoing Grant of Easement as of the day and year first-above written.

Hawaii ERS Timberland, LLC

By: Manulife Investment Management Timberland and Agriculture, Inc.

Its Manager

By: [Signature]

Name: Derek K. Solmie

Title: Director, Dispositions and Acquisitions

STATE OF NORTH CAROLINA)

COUNTY OF MECKLENBURG)

I, CHARLOTTE H WALKER, a Notary Public in and for said County and State, hereby certify that Derek K. Solmie, whose name as Director for Hawaii ERS Timberland, LLC, a Hawaii 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 the instrument, he, as such officer and with full authority, executed the same voluntarily (on the day the same bears date) on behalf of such entities for and as the act of said entities.

Given under my hand and official seal on this 4th day of October, 2022.

[Signature]

Notary Public CHARLOTTE H WALKER

My Commission Expires: 12/10/2023

(SEAL)

Charlotte H. Walker, Notary Public
Mecklenburg County, North Carolina
My Commission Expires 12/10/2023

ACCEPTED BY:

ALABAMA POWER COMPANY

By: [Signature]

Name: ANDY WADE

Title: LAND SUPERVISOR

STATE OF ALABAMA

COUNTY OF Tefferson

I, Kristen E. Spence, a Notary Public in and for said County and State, hereby certify that Andy Wade, whose name as Land Supervisor of Alabama Power Company, 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 the instrument, he, as such officer and with full authority, executed the same voluntarily (on the day the same bears date) on behalf of such entity for and as the act of said entity.

Given under my hand and official seal on this 22nd day of September, 2022.

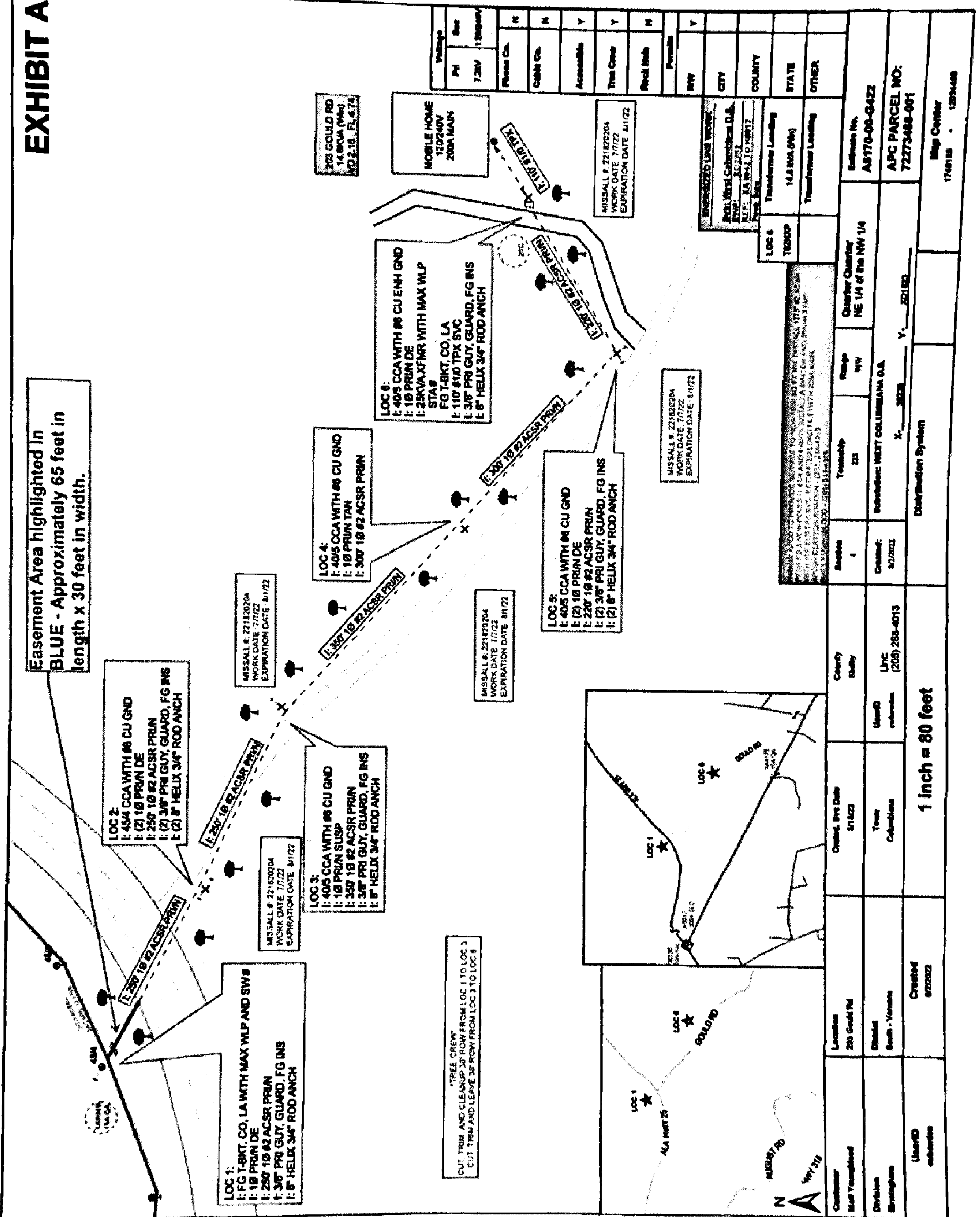
Kristen E. Spence

Notary Public

My Commission Expires: 9.30.2025



Easement Area highlighted in BLUE - Approximately 65 feet in length x 30 feet in width.



Allie S. Beryl