

APC Document #: 72304486-001

EASEMENT – SECONDARY FACILITIES

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

KNOW ALL MEN BY THESE PRESENTS, That the undersigned LONGMEADOW FMHC LLC, a Delaware limited liability company, (hereinafter known as "Grantor", whether one or more) for and in consideration of One and No/100 Dollar (\$1.00) and other good and valuable consideration paid to Grantor in hand by Alabama Power Company, a corporation, the receipt and sufficiency of which are hereby acknowledged, do hereby grant to said Alabama Power Company, its successors and assigns (hereinafter the "Company"), the following easements, rights, and privileges:

The right from time to time to construct, install, operate and maintain, upon, over, under and across a route to be selected by the Company, as determined by the actual location(s) in which the Company's facilities are to be installed, all poles, wires, anchors, guy wires, and other appliances and facilities useful or necessary in connection therewith (collectively "Facilities"), for the distribution of communications and secondary voltages. The width of the Company's right of way will extend five (5) feet on all sides of said Facilities as and where installed, whether the Facilities are located underground or overhead (hereinafter referred to as the "Easement Area").

The easements, rights and privileges granted hereby shall burden the "Easement Area", which is located within the real property more generally described in INSTRUMENT #20210104000000840, in the Office of the Judge of Probate of the above-named county in Alabama.

Together with all rights and privileges necessary or convenient for the full enjoyment or use thereof, including the right of ingress and egress to and from said Facilities; 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 right of way; and 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 Company, may now or hereafter endanger, interfere with, or fall upon any of said overhead facilities.

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.

This grant and agreement shall be binding upon and shall inure to the benefit of Grantor, the Company and each of their respective heirs, personal representatives, successors and assigns and the words "Company" and "Grantor" 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 Grantor has caused this instrument to be executed by Jeremy Bell, its authorized representative, as of the 19th of Sept, 2024

ATTEST (if required) or WITNESS:

Signature

Title

GRANTOR:

Signature

Title

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

W.E. #: A6170-GM-BQ24

Tax ID #: 23-3-08-0-001-003.001

¼, ¼ STR: 21S-03W-08 NE/SE SE/SE

All Facilities on Grantor: [ ] Electronically Filed: [ ]

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**CORPORATION 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 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, as such officer 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 \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

[SEAL]

Notary Public

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

**CORPORATION/PARTNERSHIP/LLC NOTARY**

STATE OF Alabama

COUNTY OF Shelby County

I, Kimberly Bell, a Notary Public in and for said County in said State, hereby certify that Jeremy Bell, whose name as Manager of Longmeadow FMHC, LLC, a Mobile Home Community, acting in its capacity as Community Manager of Longmeadow FMHC, LLC, a Mobile Home Community 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 Agrees and with full authority, executed the same voluntarily, for and as the act of said agreement acting in such capacity as aforesaid.

Given under my hand and official seal this the 19<sup>th</sup> day of September, 20 24

[SEAL]

Kimberly Bell  
Notary Public

My commission expires: March 31, 2027



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
11/06/2024 09:30:08 AM  
\$26.00 PAYGE  
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Allie S. Bayl