

Prepared by:
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Birmingham, AL 35205

STATE OF ALABAMA)

HOUSTON COUNTY)

UTILITY EASEMENT

(Burdening Honeysuckle Place in Favor of Honeysuckle Place)

This utility easement agreement ("Agreement") is made as of this ____ day of _____, 202__ by **HONEYSUCKLE PLACE APARTMENTS, LTD.**, an Alabama limited partnership ("Grantor"), in favor of the **CITY OF DOTHAN, ALABAMA**, a municipal corporation ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the fee simple owner of that real property more particularly described as Lot 2, according to A Replat of Lots 1-A and Lot 2 of Honeysuckle Road Subdivision recorded in Plat Book 16, Page 86, in the Office of the Judge of Probate, Houston County, Alabama (the "Property").

WHEREAS, the Grantor heretofore granted to the Grantee an unrecorded Utility Easement (the "Prior Easement"), which was a blanket easement authorizing the construction of electric utility facilities on the Property and which contemplated this subsequent Agreement which would specifically describe the locations of such installed electric utilities, and such Prior Easement has terminated in accordance with its terms.

WHEREAS, the Grantor desires, subject to the terms hereof, to create and grant an easement through, over, under and upon a portion of the Property for the benefit of the Grantee.

NOW, THEREFORE, in consideration of the premises herein contained and for other good and valuable considerations, the receipt, adequacy, and legal sufficiency of all of which hereby are acknowledged, the parties hereto agree as follows:

1. Grant of Easement. Grantor hereby creates, establishes, declares, conveys, grants, and warrants unto the Grantee and its successors and assigns, a non-exclusive easement, license, right, and privilege for the installation, construction, repair, patrol, replacement, operation and maintenance of electric lines as owned and operated by Grantee, including, but not limited to, the rights to, from time to time, construct, operate, maintain, renew and rebuild overhead and underground electric distribution and communication lines, above ground, together with necessary or convenient towers, frames, poles, transformers, wires, manholes, conduits, fixtures, appliances,

protective wires and devices in connection therewith and related appurtenances and facilities (all being hereinafter referred to as the “Facilities”) through, over, under, and upon the Easement Area, as hereinafter defined, and for the purpose of ingress and egress to and from the Facilities, together with the right of Grantee to grant, or permit the exercise of, the same rights, either in whole or in part, to others, and said rights are granted to Grantee together with all rights, privileges and easements necessary or convenient for the full enjoyment and use of the Easement Area for the purposes above described, including the right of ingress and egress to and from the Easement Area over lands of the Grantor and the right to cut away and keep clear, remove and dispose of all trees and undergrowth and to remove and dispose of all obstructions now on said property or that may be placed upon said property by the Grantor or any other person. Grantee shall have the right to cut, remove and dispose of dead, diseased, weak or leaning trees (hereinafter referred to as “danger trees”) on lands of the Grantor adjacent to the Easement Area which may now or hereafter strike, injure, endanger or interfere with the maintenance and operation of any of the Facilities, provided that on future cutting of such danger trees, timber so cut shall remain the property of the Grantor. Grantor shall notify Grantee of any party with whom Grantor contracts and who owns as a result thereof any danger trees to be cut as set forth above. Grantee shall also have the right to install, maintain and use anchors or guy wires on lands of the Grantor adjacent to the Easement Area.

2. Easement Area; Obligation to Amend. As used herein, the term “Easement Area” shall mean that property described on Exhibit A hereto. As an aid to the reader, the Easement Area is depicted as “Easement 2B” on Exhibit B hereto to the extent that such is located on the Property as depicted thereon.

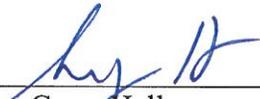
3. Conditions/Limitations. Conditions/Limitations.

- (A) The Grantee hereby agrees and binds itself to restore the existing condition of the Easement Area in a timely and professional manner whenever it is necessary to disturb the Easement Area in exercising its rights hereunder.
- (B) The Grantee shall be responsible for all maintenance of the Easement Area, including, without limitation, maintaining the Easement Area in good, sanitary, and safe condition, free from public health and safety risks and danger, and in compliance with all applicable laws. Notwithstanding this paragraph, however, Grantor shall be responsible generally for the routine maintenance of all infrastructure and items above ground, such as asphalt or concrete surfaces, vegetation and curbing, and Grantee shall not be responsible for maintenance of such items, but shall be responsible for restoring such items if they are damaged by Grantee or its agents during inspection or maintenance of the Facilities. Grantor shall hold Grantee harmless for any damage to Grantor’s property which may result from Grantor’s property being inadequate to support the equipment and vehicles customarily used by Grantee to install and maintain the Facilities. Grantor shall indemnify and hold harmless Grantee, its officials and employees for any damage to Grantee’s property caused by Grantor.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed under seal as of the day and year first above written.

HONEYSUCKLE PLACE APARTMENTS, LTD.,
an Alabama limited partnership

By: **HONEYSUCKLE PLACE GP, LLC,**
an Alabama limited liability company
Its: General Partner

By: 
Name: Gary Hall
Its: Manager

STATE OF ALABAMA)
COUNTY OF HOUSTON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Gary Hall, whose name as Manager of Honeysuckle Place GP, LLC, an Alabama limited liability company, as General Partner of **HONEYSUCKLE PLACE APARTMENTS, LTD.,** an Alabama limited partnership, 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 said instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said company in its capacity as general partner of said limited partnership.

Given under my hand and official seal this 16th day of December, 2025.

Alisha McElroy
Notary Public, Alabama State at Large
My Commission Expires September 23, 2029


Notary Public
My commission expires: 9/23/29

[NOTARIAL SEAL]

CONSENT OF MORTGAGEE

The undersigned, as Mortgagee under that certain mortgage, related assignment of rents and leases, security agreement concerning fixtures and any other security instrument encumbering the Property (collectively, the "Security Instruments") granted to the undersigned by Honeysuckle Place Apartments, Ltd., an Alabama limited partnership, hereby consents to the foregoing Utility Easement (the "Agreement") and agrees that the Security Instruments shall be subject to the Agreement and any foreclosure or deed in lieu of foreclosure and subsequent transfer shall not be deemed to invalidate or nullify the foregoing Agreement.

Alabama Multifamily Loan Consortium, Inc.,
an Alabama non-profit corporation

By: [Signature]
Name: David C. Young
Title: Multifamily Administrator

STATE OF ALABAMA)
)
COUNTY OF MONTGOMERY)

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Scott Miller, whose name as Executive Director of Alabama Multifamily Loan Consortium, Inc., an Alabama non-profit 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 Executive Director and with full authority, executed the same voluntarily for and as the act of said non-profit corporation.

GIVEN under my hand and official seal this 10th day of February, 2020.

[Signature]
Notary Public
My Commission Expires: 7/19/27

[NOTARIAL SEAL]

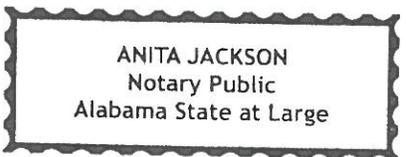


EXHIBIT A

Legal Description

Easement 2B:

Commence at the southeast corner of Lot 1-A, a Final Plat of a Replat of Lot 1, Honeysuckle Road Subdivision as recorded in the Office of the Judge of Probate of Houston County, Alabama in PB 15 at PG 68, said point lying on the west right of way of Honeysuckle Road (70' row); thence run along the west right of way of said Honeysuckle Road, North 00 degrees 42'-34" West, 5.00; thence run North 89 degrees 29'-10" West, 425.24 feet; thence run North 67 degrees 15'-45" West, 84.08 feet; thence run North 26 degrees 24'-26" West, 177.06 feet; thence run North 06 degrees 40'-33" West, 270.96 feet; thence run North 20 degrees 46'-12" West, 47.50 feet; thence run North 00 degrees 15'-55" West, 127.93 feet to the POINT OF BEGINNING of the centerline of a 10 feet wide utility easement being 5 feet on each side of the following described centerline; thence run North 00 degrees 15'-55" West, 192.45 feet; thence run North 07 degrees 59'-01" West, 91.23 feet; thence run North 89 degrees 33'-10" East, 220.76 feet; thence run South 01 degree 19'-41" East, 88.56 feet; thence run South 89 degrees 02'-09" West, 210.17 feet to the POINT OF ENDING.

EXHIBIT B

Depiction of Easement Area

