

EASEMENT - DISTRIBUTION FACILITIES
(Metes and Bounds)

TO BE RECORDED: YES ☒ NO ☐

This instrument prepared by:

STATE OF ALABAMA }
COUNTY OF SHELBY }
TAX ID # _____

W.E. No. 61500-00-03821-00
Parcel No. 76091773
Transformer No. 724765

ROBERT E. BOWDEN
Alabama Power Company
P. O. Box 2641
Birmingham, Alabama 35291

A. GRANT KNOW ALL MEN BY THESE PRESENTS, That STONEGATE FARMS L.L.C.

as grantor(s), (the "Grantor", whether one or more) for and in consideration of One and No/100 Dollars (\$1.00), and other good and valuable consideration, to Grantor in hand paid by Alabama Power Company, a corporation, the receipt and sufficiency of which are hereby acknowledged, does hereby grant to Alabama Power Company, its successors and assigns (the "Company"), the easements, rights and privileges described and designated in Section B below.

B. RIGHTS The easements, rights and privileges granted hereby are as follows:

1. **Overhead and/or Underground.** The right from time to time to construct, install, operate and maintain, upon, over, under and across the Property described in Section C below, along a route to be selected by the Company which is generally shown on the Company's final location drawing (which shows the general location of underground Facilities, if any, by cross-hatching indicating an area not greater than ten feet (10') in width), all poles, towers, wires, conduits, fiber optics, cables, trans closures, transformers, anchors, guy wires and other Facilities useful or necessary in connection therewith (collectively, "Facilities"), for the overhead and/or underground transmission and distribution of electric power, and also the right to clear and keep clear a strip of land extending five feet (5') to either side of the center line of underground Facilities and fifteen feet (15') to either side of the center line of overhead Facilities; further, the right in the future to install and utilize intermediate poles in line for overhead Facilities and the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the thirty foot (30') strip for overhead Facilities that, in the sole opinion of the Company, might now or may hereafter endanger, interfere with or fall upon any of the overhead Facilities.

2. **Line Clearing.** The right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs that, in the sole opinion of the Company, might now or may hereafter endanger, interfere with or fall upon the electric transmission or distribution lines, poles, towers or other Facilities now or hereafter located adjacent to the Property described in Section C below along a route to be selected by the Company generally shown on the Company's final location drawing, and also the right to clear and keep clear all trees, undergrowth, and other obstructions on property in which Grantor has an interest within fifteen feet (15') of the center line of the lines of such poles, towers or other Facilities.

3. **Guy Wires and Anchors.** The right to implant, install and maintain anchor(s) of concrete, metal or other material on and under the Property described in Section C below, and to construct, extend and maintain guy wires from such anchor(s) to structures now or hereafter erected adjacent to such Property or property adjacent thereto (collectively, "Guy Wire Facilities") along a route to be selected by the Company generally shown on the Company's final location drawing; and also the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs that, in the sole opinion of the Company, might now or may hereafter endanger, interfere with or fall upon any of the Guy Wire Facilities.

Grantor hereby grants to the Company all easements, rights and privileges necessary or convenient for the full enjoyment and use thereof, including without limitation the right of ingress and egress to and from the Facilities and Guy Wire Facilities, as applicable, and the right to excavate for installation, replacement, repair and removal thereof; and also the right to cut, remove and otherwise keep clear any and all structures, obstructions or obstacles of whatever character, on, under and above said Facilities and Guy Wire Facilities, as applicable.

C. **PROPERTY DESCRIPTION** The easements, rights and privileges granted hereby shall apply to, and the word "Property" as used in this instrument shall mean, the following described real property situated in SHELBY County, Alabama (the "Property"):

LOT 1 STONEGATE FARMS SUBDIVISION AS RECORDED IN MAP BOOK 27
PAGE 133 IN THE OFFICE OF THE JUDGE OF PROBATE SHELBY COUNTY ALABAMA
E 1/2 OF THE SE 1/4 OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 1 WEST

D. **ADDITIONAL PROVISIONS.** In the event it becomes necessary or desirable for the Company to move any of the Facilities in connection with the construction or improvement of any public road or highway in proximity to the Facilities, Grantor hereby grants 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 the 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 undersigned Grantor(s) has/have set his/her/their hand(s) and seal(s) this the _____ day of _____, 20____.

Witness

Inst # 2002 08798

(Grantor)

(SEAL)

Witness

(Grantor)

(SEAL)

Witness

By:

(SEAL)

02/22/2002 08798
08:19 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MEI 20.50

IN WITNESS WHEREOF, the said Grantor, has caused this instrument to be executed by J PETER WOLNISKI,
its authorized representative, as of the 12 day of OCT, 2001.

ATTEST (if corporation) or WITNESS:

STONEGATE FARMS L.L.C.
(Grantor - Name of Corporation/Partnership/LLC)

By: _____
Its: _____

By: J. PETER WOLNISKI (SEAL)
Its: VICE PRESIDENT

[indicate President, General Partner, Member, etc.]

INDIVIDUAL NOTARIES

STATE OF ALABAMA }
COUNTY OF _____ }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that _____
whose name(s) is/are signed to the foregoing instrument and who is/are known to me, acknowledged before me
on this day that being informed of the contents of the instrument, he/she/they executed the same voluntarily, on the day the same bears date.

Given under my hand and official seal this the _____ day of _____, _____.

[SEAL]

Notary Public
My commission expires: _____

STATE OF ALABAMA }
COUNTY OF _____ }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that _____
whose name(s) is/are signed to the foregoing instrument and who is/are known to me, acknowledged before me
on this day that being informed of the contents of the instrument, he/she/they executed the same voluntarily, on the day the same bears date.

Given under my hand and official seal this the _____ day of _____, _____.

[SEAL]

Notary Public
My commission expires: _____

TRUSTEE/CORPORATION/PARTNERSHIP/LLC NOTARY

STATE OF ALABAMA }
COUNTY OF Jefferson }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that J Peter Wolniski
whose name as Vice President of Stonegate Farms, LLC
a _____ [as _____]
], 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 12th day of October, 2001.

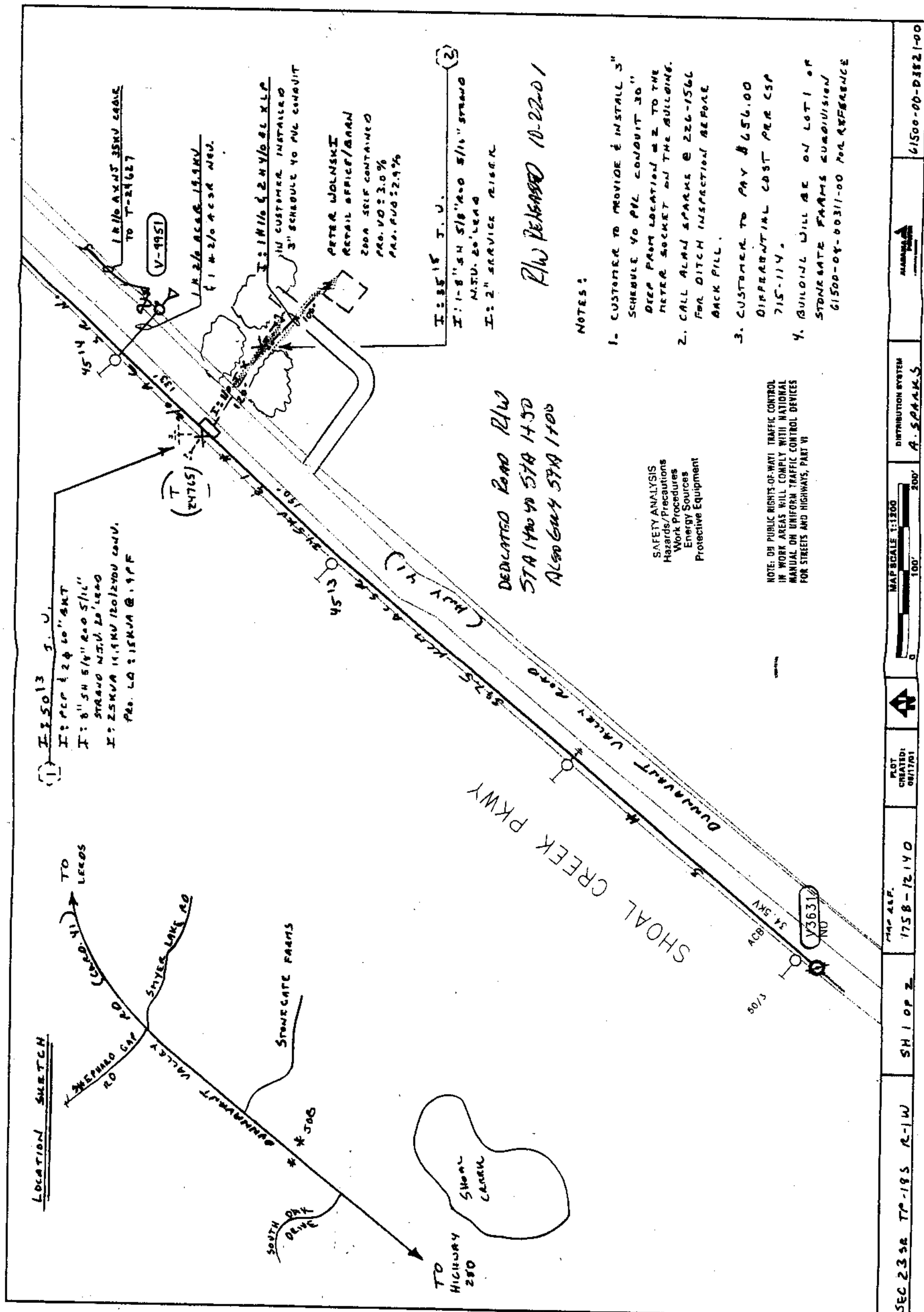
[SEAL]

Chapla A Chapman
Notary Public
My commission expires: _____
Notary Public, Alabama State at Large
My Commission Expires March 6, 2004

For Alabama Power Company Corporate Real Estate Department Use Only

All facilities on Grantor:

Station to Station: Sta 1+50 to Sta 2+00
Guy at Sta 2+00



PLW RELEASED 10-22-01

NOTES:

1. CUSTOMER TO PROVIDE & INSTALL 3" SCHEDULE 40 PRL CONDUIT 30" DEEP FROM LOCATION #2 TO THE METER SOCKET ON THE BUILDING.
2. CALL ALAN SPARKS @ 226-1566 FOR DITCH INSPECTION BEFORE BACK FILL.
3. CUSTOMER TO PAY \$656.00 DIFFERENTIAL COST PER CSP 715-114.
4. BUILDING WILL BE ON LOT 1 OF STONEGATE FARMS SUBDIVISION 61500-08-00311-00 FOR REFERENCE

SAFETY ANALYSIS
Hazards/Precautions
Work Procedures
Energy Sources
Protective Equipment

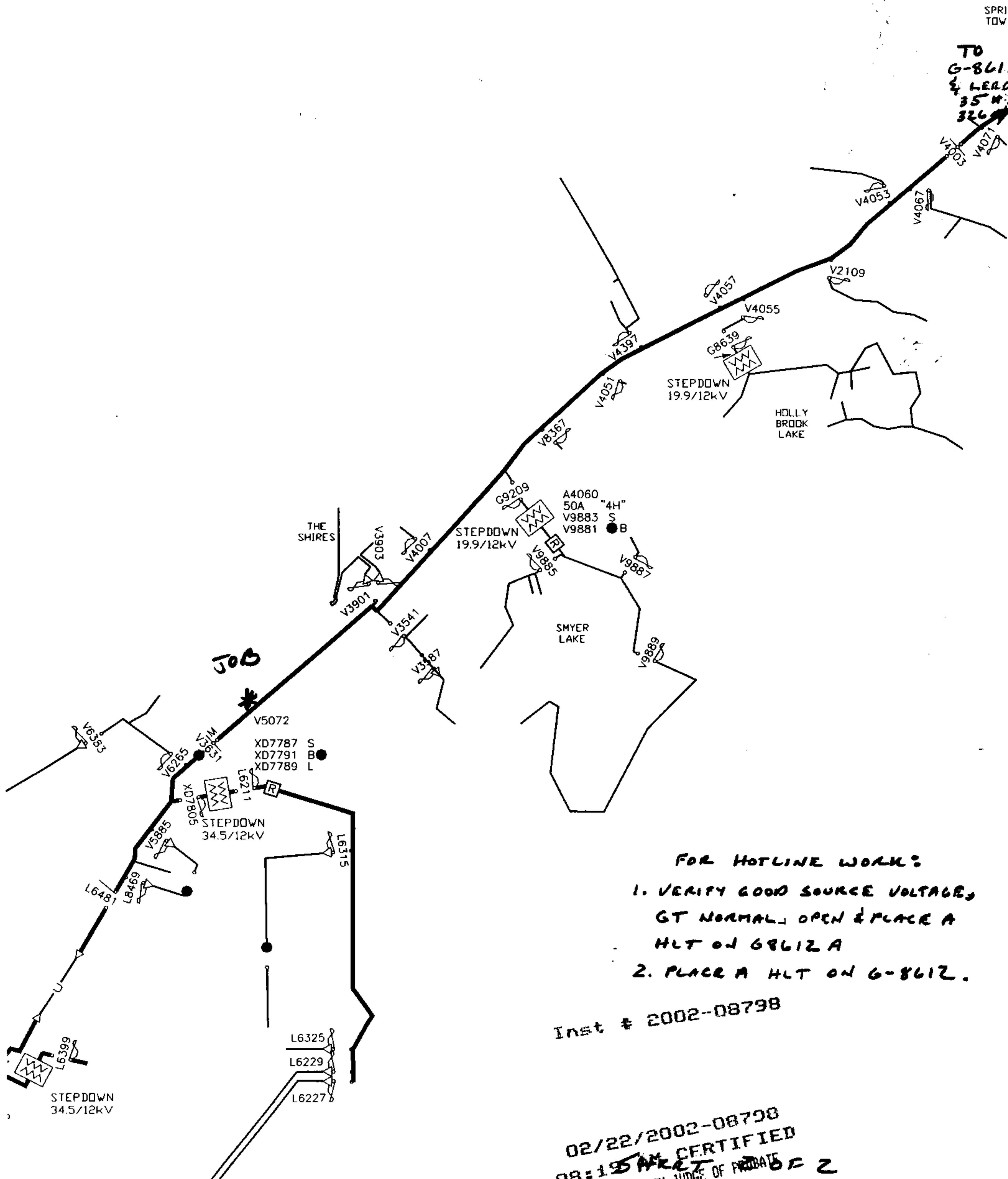
NOTE: ON PUBLIC RIGHTS-OF-WAY TRAFFIC CONTROL IN WORK AREAS WILL COMPLY WITH NATIONAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS, PART VI

SEC 23 SE TP-19 S R-1W	SH 1 OF 2	1758-12140	PLOT CREATED: 08/17/01	MAP 48P.	MAP SCALE 1:1000 100' 200'	DISTRIBUTION SYSTEM A. SPARKS	61500-00-D3821-00
------------------------	-----------	------------	------------------------------	----------	-------------------------------	----------------------------------	-------------------

34.5 KV SECTIONALIZING

SPRI
TOW

TO
G-8612
4 LEADS
35 H:3
326



FOR HOTLINE WORK:

1. VERIFY GOOD SOURCE VOLTAGE,
GT NORMAL. OPEN & PLACE A
HLT ON 68612A
2. PLACE A HLT ON 6-8612.

Inst # 2002-08798

02/22/2002-08728
08:15 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MEL 20.50