

UTILITY EASEMENT-SUBDIVISION

TO BE RECORDED: YES ☒ NO ☐

This instrument prepared by:

STATE OF ALABAMA)

COUNTY OF SHELBY)

TAX ID # _____

W.E. No. 61500-00-04151-00
61500-00-04161-00
 Parcel No. 70092050
 Transformer No. T24808

ROBERT E. BOWDEN

Alabama Power Company

P. O. Box 2641

Birmingham, Alabama 35291

KNOW ALL MEN BY THESE PRESENTS, That the undersigned SOUTHERN LAND PARTNERS L.L.C.

(the "Grantor", whether one or more), for and in consideration of the sum of One and No/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 grant to said Alabama Power Company, its successors and assigns (the "Company"), the right to construct, operate and maintain its lines of poles, wires and appliances necessary or useful in connection therewith, as well as underground conduits, cables, or other facilities for the transmission and distribution of electric power above and below the surface of the ground (collectively, "Facilities") upon, over, under and across the following described real property situated in SHELBY County, Alabama (the "Property"), to wit:

All streets, avenues, alleys, public ways, and utility easements situated within SHOAL RIDGE ESTATES

Subdivision, as recorded in Map Book _____ page _____, in the office of the Judge of Probate, SHELBY County, Alabama.

FOR LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED

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, the Company is hereby granted the right to relocate its said Facilities and, as to such relocated Facilities, to exercise the rights granted above; provided, however, the said Company shall not relocate its Facilities on the Property at a distance greater than five (5') outside the boundary of the right of way of any such public road or highway as established or re-established from time to time.

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 in the future to install and utilize intermediate poles in line; and including the right to install guys and anchors within twenty feet of poles on property immediately adjacent to said streets, avenue, alleys, public ways, and utility easements; and to overhang with wires and crossarms, for a distance not to exceed five feet (5'), the property immediately adjacent to said streets, avenues, alleys, public ways, and utility easements; and the right to cut, trim and keep clear, both on the areas described above and on lots adjacent thereto, all trees and undergrowth within fifteen feet (15') of the center line of any of the above described Facilities, as well as the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees and limbs outside of such thirty foot (30') area that, in the sole opinion of the Company, might now or may hereafter endanger, interfere with or fall upon any of the Facilities; and also the right to string service wires across properties adjacent to said streets, avenues, alleys, public ways and easements.

In the event said service wires strung across properties adjacent to said streets, avenues, alleys, public ways, and/ or utility easements interfere with future building development and/or improvement on said properties adjacent thereto, the Company will relocate said service wires on the same properties without cost to the owner so as not to interfere with said development and/or improvement, and the right to so relocate said service wires on said properties is hereby granted.

In the event it becomes necessary, in the sole opinion of the Company, to install service poles on the property lines between adjacent lots within said subdivision for the purpose of providing electric service to any such lots, the right to install such poles and appliances is hereby granted.

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

IN WITNESS WHEREOF, _____ have hereunto set _____ hand(s), this the _____ day of _____, 20____.

WITNESS:

 _____ (Seal)
 _____ (Seal)

IN WITNESS WHEREOF, the said Grantor by its ^{MEMBER} President William J. Wilkerson Jr, who is authorized to execute this conveyance has hereto set its signature and corporate seal this the 3 day of DEC, 2001.

ATTEST:

By: _____
 Its: Secretary

SOUTHERN LAND PARTNERS LLC
William J. Wilkerson Jr
 By: _____
 Its: President
MEMBER

All facilities on Grantor: _____ Station to Station _____

THIS PERMIT COVERS ALL COMPANY FACILITIES
 LOCATED ALONG THE ROUTE SHOWN
 ON THE ATTACHED DRAWING WITHIN
 THE SUBDIVISION IDENTIFIED HEREIN.

Inst # 2002-18713

04/23/2002-18713
 08:57 AM CERTIFIED
 SHELBY COUNTY JUDGE OF PROBATE
 004 HSB 21.00

STATE OF ALABAMA)

COUNTY OF)

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

Given under my hand and official seal, this the _____ day of _____, 20____.

(SEAL)

Notary Public
My commission expires: _____

STATE OF ALABAMA)

COUNTY OF Shelby)

* NOTARIZE

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that William J Wilkerson Jr. ^{member} whose name as ~~President~~ of Southern Land Partners, LLC, a limited liability company ~~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, he, 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 3rd day of December, 2001.

(SEAL)

Notary Public
My commission expires: 5-12-2003

Township 18 South, Range 1 East, described as follows:

Beginning at the SW Corner of Section 3 go South 87 Degrees 41 Minutes 21 Seconds East along the South Boundary of said Section for 2846.64 feet to the SE Corner of the SW 1/4 of said Section 3; thence North 00 Degrees 45 Minutes 30 Seconds East for 1920.46 feet to the SW Corner of the NW 1/4 of the SE 1/4 of said Section 3; thence South 87 Degrees 51 Minutes 31 Seconds East for 1325.49 feet to the SE Corner of the NW 1/4 of the SE 1/4 of said Section 3; thence thence North 00 Degrees 51 Minutes 15 Seconds East for 1324.32 feet to the NE Corner of the NW 1/4 of the SE 1/4 of said Section 3; thence North 87 Degrees 58 Minutes 15 Seconds West along the North Boundaries of the NW 1/4 of the SE 1/4, the NE 1/4 of the SW 1/4, the NW 1/4 of the SW 1/4 for 3984.82 feet to the NW Corner of the SW 1/4 of said Section 3; thence North 87 Degrees 58 Minutes 12 Seconds West along the North Boundary of the NE 1/4 of the SE 1/4 of said Section 4 for 376.10 feet to the centerline of Shoal Creek; thence Sixteen Courses (16) along the centerline as follows: go South 58 Degrees 04 Minutes 53 Seconds West for 22.24 feet; thence South 18 Degrees 10 Minutes 44 Seconds West for 213.38 feet; thence South 55 Degrees 02 Minutes 55 Seconds West for 72.89 feet; thence South 14 Degrees 41 Minutes 15 Seconds West for 49.90 feet; thence South 78 Degrees 10 Minutes 48 Seconds West for 122.28 feet; thence South 68 Degrees 27 Minutes 45 Seconds West for 151.35 feet; thence South 55 Degrees 09 Minutes 53 Seconds West for 56.39 feet; thence South 63 Degrees 02 Minutes 53 Seconds West for 329.70 feet; thence South 10 Degrees 13 Minutes 24 Seconds East for 47.95 feet; thence South 57 Degrees 55 Minutes 09 Seconds East for 215.87 feet; thence South 29 Degrees 03 Minutes 47 Seconds East for 138.75 feet; thence South 7 Degrees 30 Minutes 27 Seconds West for 58.86 feet; thence South 35 Degrees 58 Minutes 27 Seconds West for 330.98 feet; thence South 10 Degrees 23 Minutes 52 Seconds West for 133.49 feet; thence South 3 Degrees 02 Minutes 04 Seconds West for 277.46 feet; thence South 37 Degrees 58 Minutes 22 Seconds West for 327.06 feet to the Northerly Boundary of Highway 25; thence South 55 Degrees 58 Minutes 50 Seconds East along said boundary for 233.57 feet; thence South 70 Degrees 36 Minutes 24 Seconds East along said boundary for 485.94 feet; thence South 69 Degrees 42 Minutes 56 Seconds East along said boundary for 156.83 feet; thence South 43 Degrees 38 Minutes 59 Seconds East for 703.76 feet to the point of beginning. Excluding property east of Hwy 25. *Jed*

EXHIBIT "A"

