

EASEMENT - DISTRIBUTION FACILITIES
(Metes and Bounds)

TO BE RECORDED: YES ☒ NO ☐

Sta 1+00 to Sta 2+00
Sta 2+00 to Sta 3+00 (West)
Sta 3+00 to Sta 4+00
Sta 4+00 to Sta 5+00
This instrument prepared by:

Bill Childress

STATE OF ALABAMA

COUNTY OF Shelby

TAX ID # _____

W.E. No. 61730-06-00193

Parcel No. 70124145

Transformer No. _____

Alabama Power Company

P. O. Box 2641

Birmingham, Alabama 35291

A. GRANT KNOW ALL MEN BY THESE PRESENTS, That Providence Park Partners, LLC



20040102000000320 Pg 1/4 20.50
Shelby Cnty Judge of Probate, AL
01/02/2004 08:56:00 FILED/CERTIFIED

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

- Overhead and/or Underground.** The right from time to time to construct, install, operate and maintain, upon, or 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.
- 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.
- 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"):

For legal description, see Exhibit "A", attached hereto and made a part hereof.

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 4th day of November, 2003.

Witness

Witness

Witness

(Grantor)

Providence Park Partners, LLC

(Grantor)

By: Math Bynon
As: Partner

(SEAL)

(SEAL)

(SEAL)

IN WITNESS WHEREOF, the said Grantor, has caused this instrument to be executed by _____ authorized representative, as of the _____ day of _____, 20_____.

ATTEST (if corporation) or WITNESS:

(Grantor - Name of Corporation/Partnership/LLC)

By: _____
Its: _____

By: _____ (SEAL)
Its: _____

[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 Shelby }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Marty Byrom whose name as Partner of Providence Park Partners, 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 Partner 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 4th day of November, 2003.

[SEAL]

William R. Childress
Notary Public
My commission expires: 1-4-2008

For Alabama Power Company Corporate Real Estate Department Use Only

All facilities on Grantor: _____ Station to Station: _____

EXHIBIT A

LEGAL DESCRIPTION

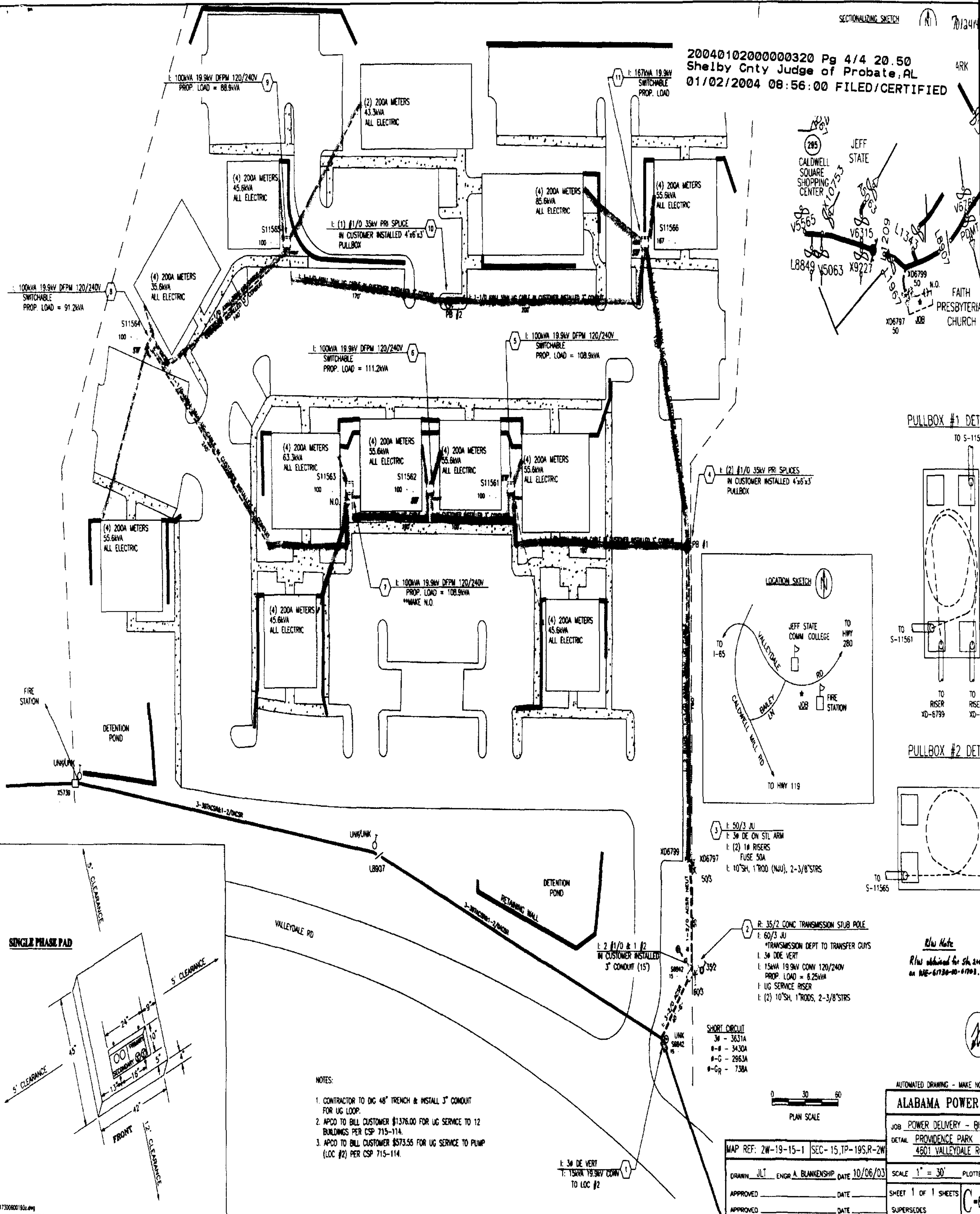
Issuing Office File No.: 138462

Policy No. FA-33-466026

A part of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 15, Township 19 South, Range 2 West, being more particularly described as follows:

Commence at the NW corner of said $\frac{1}{4}$ - $\frac{1}{4}$; thence 44 deg. 38 min. 36 sec. right from the North line of said $\frac{1}{4}$ - $\frac{1}{4}$ and run Southeasterly for a distance of 858.99 feet to the Southeasterly right-of-way of Valleydale Road (80 foot right-of-way) said point also being the point of beginning; thence 0 deg. 10 min. 23 sec. right and run Southeasterly for a distance of 300.06 feet; thence 90 deg. 16 min. 48 sec. left and run Northeasterly for a distance of 208.69 feet; thence 89 deg. 51 min. 09 sec. left and run Northwesterly for a distance of 242.37 feet to the Southeasterly right-of-way of Valleydale Road; thence 75 deg. 50 min. 28 sec. left to the tangent of a curve to the right, having an intersection angle of 1deg. 47 min. 54 sec. and a radius of 2913.72 feet; thence run along the arc of said curve and said right-of-way Southwesterly for a distance of 91.45 feet; thence continue along the tangent of said curve and along said right-of-way Southwesterly for a distance of 124.48 feet to the point of beginning; being situated in Shelby County, Alabama.

4RK



ALABAMA POWER

POWER DELIVERY - BL

PROVIDENCE PARK

DETAIL PROVIDENCE PARK
4501 VALLEYDALE P

4007 VALLEYDALE RD

SCALE 1" = 30' PLOTTER

[illegible]

SHEET 1 OF 1 SHEETS

SUPERSEDES

[illegible]
