

EASEMENT - DISTRIBUTION FACILITIES
(Metes and Bounds)

TO BE RECORDED: YES ☒ NO ☐

This instrument prepared by:

JEFF J. CALLICOTT

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

W.E. No. 60700-60-00393
Parcel No. 70126503
Transformer No. _____



20040312000127140 Pg 1/4 20:50
Shelby Cnty Judge of Probate, AL
03/12/2004 08:15:00 FILED/CERTIFIED

A. GRANT KNOW ALL MEN BY THESE PRESENTS, That CHINA BERRY SUBDIVISION PHASE
STAN PARKER DEVELOPMENT, L.L.C.

as grantors (s), (the "Grantor", whether one or more) for and in consideration of One and No/100 (\$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"):

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 15 day of December, 20 03.

Witness Betty M. Parker
Witness Betty M. Parker
Witness _____

(Grantor) _____ (SEAL)
Stan Parker Development LLC (SEAL)
(Grantor) _____
By: Stan Parker Dev. (SEAL)
As: _____

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

ATTEST (if corporation) or WITNESS:

(Grantor - Name of Corporation/Partnership/LLC)

By: _____

By: _____ (SEAL)

Its: _____

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 STAN PARKER
_____, whose name as PRESIDENT of STAN PARKER
DEVELOPMENT, L.L.C. 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 PRESIDENT 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 15 day of DECEMBER 2003.

[SEAL]

[Signature]

Notary Public
My commission expires: 11-17-07

For Alabama Power Company Corporate Real Estate Department Use Only

All facilities on Grantor: _____

Station to Station: _____

Send Tax Notice to:
Stan Parker Development, L.L.C.

EXHIBIT "A"

617DD-6D-DD393

THIS INSTRUMENT WAS PREPARED BY:

V. Edward Freeman, II
Stone, Patton, Kierce & Freeman
118 N. 18th Street
Bessemer, Alabama 35020

WARRANTY DEED

STATE OF ALABAMA)

KNOW ALL MEN BY THESE PRESENTS:

SHELBY COUNTY)

That in consideration of THREE HUNDRED FIFTY SIX THOUSAND FOUR HUNDRED AND 00/100 (\$356,400.00) Dollars to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, we, JOHN AMBROSE, JR., a married man and JARRELL ELAINE AMBROSE TAYLOR, a married woman (herein referred to as grantor, (whether one or more), do grant, bargain, sell and convey unto STAN PARKER DEVELOPMENT, L.L.C. (herein referred to as grantee, whether one or more), the following described real estate, situated in Shelby County, Alabama, to-wit:

A parcel of land located in the N ½ of Section 9 and the SE ¼ of the SW ¼ of Section 4, all in Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

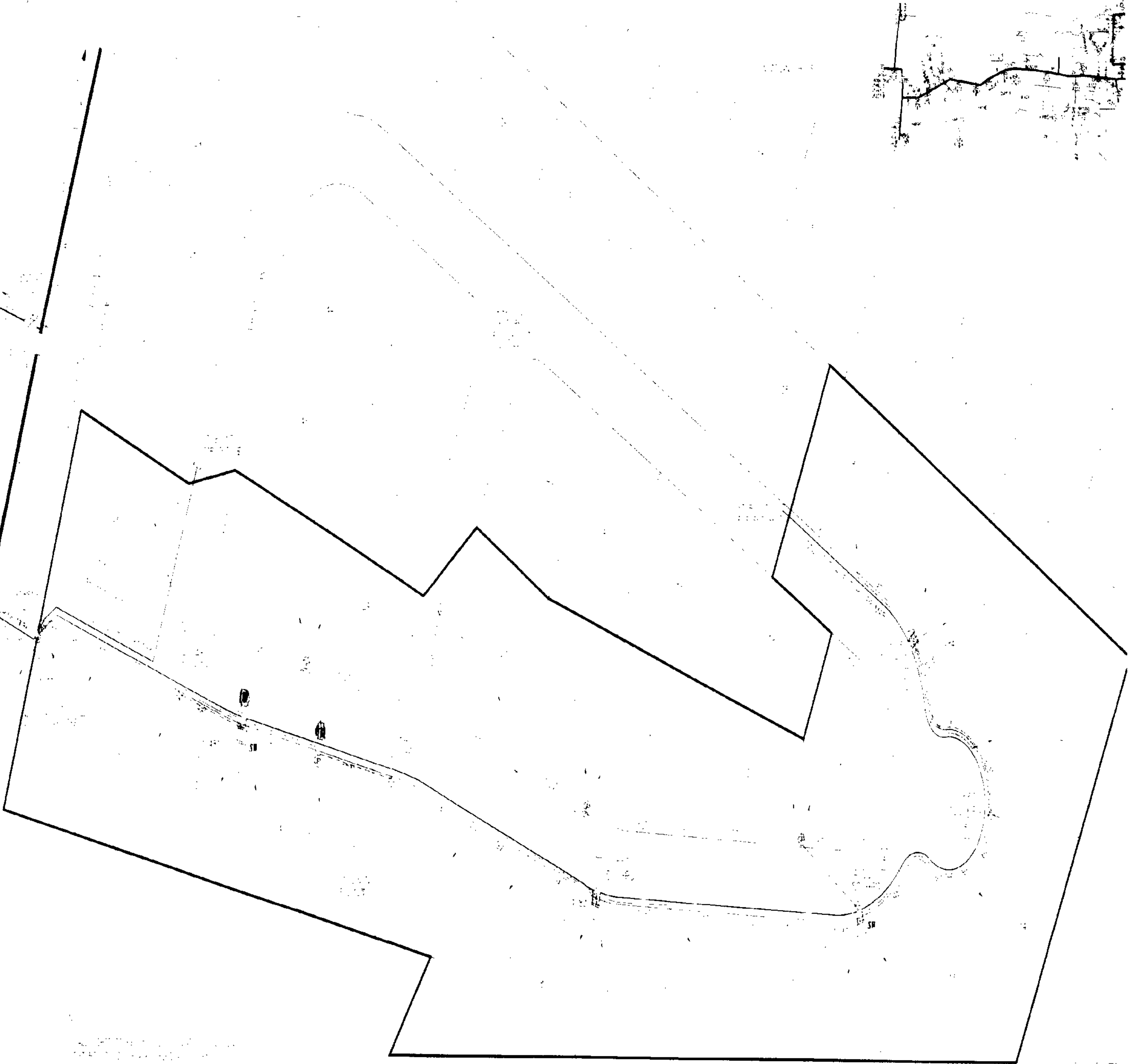
Commence at the NE corner of the SE ¼ of the NE ¼ of said Section 9; thence North 64 degrees 25 minutes 00 seconds West along the Southwesterly boundary line of Woodland Hills, 1st Phase, 5th Sector, as recorded in Map Book 7 page 152 in the Office of the Judge of Probate, Shelby County, Alabama, a distance of 1270.01 feet to the POINT OF BEGINNING; thence continue along last described course a distance of 1141.89 feet to a point on the Easterly boundary line of Lot 40, Woodland Hills, 1st Phase, 4th Sector as recorded in Map Book 6, page 24 in the Office of the Judge of Probate, Shelby County, Alabama; thence South 24 degrees 07 minutes 39 seconds West a distance of 264.41 feet to the most Southerly corner of Lot 63 of said Woodland Hills, 1st Phase, 4th Sector; thence North 65 degrees 52 minutes 21 seconds West along the Southwesterly line of said Woodland Hills, 1st Phase, 4th Sector, a distance of 1498.40 feet; thence North 24 degrees, 07 minutes, 39 seconds East a distance of 38.83 feet; thence North 74 degrees 02 minutes 21 seconds West a distance of 53.54 feet to a point on the Easterly ROW line of Shelby County Highway #17; thence South 16 degrees 04 minutes 23 seconds West along said ROW line a distance of 31.54 feet; thence North 65 degrees 52 minutes 21 seconds West along ROW line a distance of 12.89 feet; thence South 16 degrees 27 minutes 34 seconds West along said ROW line a distance of 911.80 feet; thence leaving said ROW line, South 83 degrees 12 minutes 57 seconds East a distance of 657.24 feet; thence South 34 degrees 29 minutes 50 seconds West a distance of 101.96 feet; thence North 86 degrees 31 minutes 32 seconds East a distance of 2224.36 feet; thence North 21 degrees 57 minutes 26 seconds East a distance of 12.83 feet to the POINT OF BEGINNING. All being situated in Shelby County, Alabama.

RISER LOADING

00129503

SWITCH#	LOTS	NORMAL	EMERGENCY
XD-8811	25	10.0 A	10 A
XD-8813	(FUTURE)	0 A	0 A

20040312000127140 Pg 4/4 20.50
Shelby Cnty Judge of Probate, AL
03/12/2004 08:15:00 FILED/CERTIFIED



ALABAMA POWER CO
SHELBY COUNTY JUDGE OF PROBATE
03/12/2004 08:15:00
FILED/CERTIFIED



ALABAMA POWER CO

• JED