

523-2
EASEMENT - DISTRIBUTION FACILITIES
(Metes and Bounds)

sta 13+00 to sta 19+00 / sta 5+00 to sta 10+00
sta 10+00 to sta 16+00 / sta 6+00 to sta 8+00
Sta 15+00 to Sta 5+00, 7+00, 19+00, 16+00
TO BE RECORDED: YES ☒ NO ☐

20040115000028690 Pg 1/9 35.50
Shelby Cnty Judge of Probate, AL
01/15/2004 15:00:00 FILED/CERTIFIED

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

W.E. No. 61700-06-00093
Parcel No. 70127895
Transformer No. S-10934, S-10935, S-10936, S-10937 Birmingham, Alabama 35291

Alabama Power Company
P. O. Box 2641

A. GRANT KNOW ALL MEN BY THESE PRESENTS, That Alabaster Retail Property, 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:
non-exclusive

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.

20040312000127310 Pg 1/5 23.50
Shelby Cnty Judge of Probate, AL
03/12/2004 08:15:00 FILED/CERTIFIED

~~B. ADDITIONAL PROVISIONS. In the event it becomes necessary or desirable for the Company to move any of its improvement of any public road or highway in proximity to the Facilities, Grantor hereby grants to the Company the right to 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.~~

Attached Addendum is included as a part of this document.

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 22nd day of December, 2003.

Witness

(Grantor)

Witness

(Grantor)

Witness

By: SC Management, Inc. Its Manager

As: Jake E. Aronov

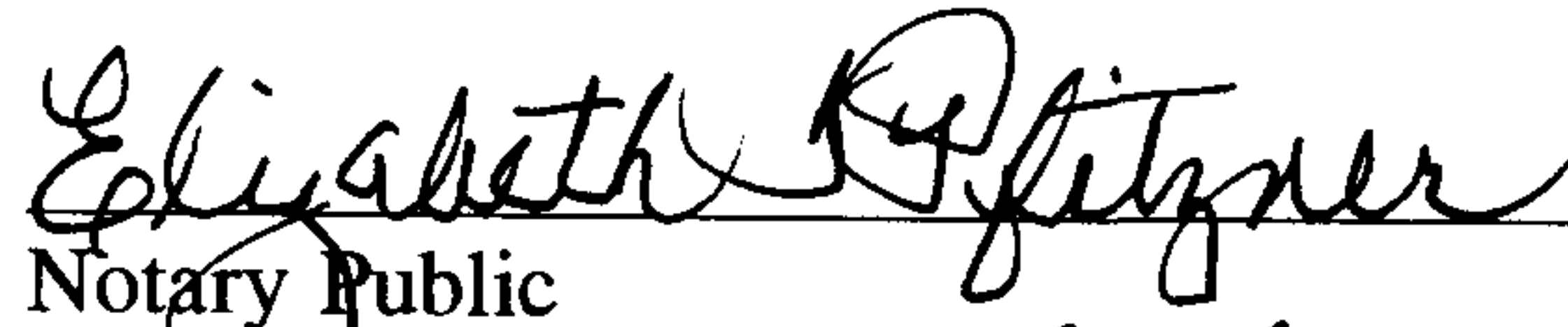
Its: President

STATE OF ALABAMA)
 :
COUNTY OF MONTGOMERY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jake F. Aronov whose name as President of SC Management, Inc., an Alabama corporation, acting as Manager of Alabaster Retail Property, L.L.C., an Alabama limited liability company, 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 President and with full authority, executed the same voluntarily for and as the act of said corporation acting as Manager of said limited liability company.

Given under my hand and official seal this 22 day of December, 2003.

(SEAL)



Notary Public

My commission expires: 9-29-2007

TO BE RECORDED: YES ☒ NO ☐

STATE OF ALABAMA)

W.E. NO. 61700-06-00093

)

Parcel No. _____

COUNTY OF SHELBY)

Transformer No. S-10934, S-10935, S-10936, S-10937

TAX ID # _____

ADDENDUM TO EASEMENT – DISTURBANCE FACILITIES
(Metes and Bounds)

- A. By acceptance of this instrument, the Company agrees that, in connection with the exercise of the rights and privileges hereunder, (a) it shall schedule and perform its work in a manner that minimizes interruption to the businesses affected by such work, and (b) it shall promptly repair, restore, and replace, as necessary, the surface of the Property and any improvements thereon in a good and workmanlike manner to a condition at least equal to that which existed prior to the Company's use or disturbance thereof.
- B. The "Buried Power Line" shown highlighted in yellow on Exhibit "A" shall be installed as an underground facility and shall remain as an underground facility for the duration of this Easement.
- C. 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 has set his hand and seal this the 22nd day of December, 2003.

ALABASTER RETAIL PROPERTY, L.L.C.

BY: SC Management, Inc.

ITS: Manager

BY: 

Jake F. Aronov

ITS: President

EXHIBIT "A"

WE 61700-06-00093Power Co. Easement
1/20/04STATE OF ALABAMA
SHELBY COUNTY

A parcel of land situated in the NE 1/4 of the NW 1/4 of Section 14, Township 21 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at a 3" iron pipe found at the northwest corner of said Section 14; thence, run South 89°03'42" East along the north boundary of said Section 14 a distance of 2343.49 feet; thence, run South 25°30'31" West a distance of 1122.69 feet to the POINT OF BEGINNING; thence, continue South 25°30'31" West a distance of 122.38 feet; thence, run North 64°29'29" West a distance of 15.00 feet; thence, run North 25°30'31" East a distance of 98.73 feet to a point on a curve concave northwestwardly, said curve having a radius of 26.15 feet and a delta angle right 64°45'28"; thence, run along said curve an arc distance of 29.56 feet to the POINT OF BEGINNING (the chord subtending said arc bearing North 57°53'15" East a distance of 28.01 feet).

Said parcel contains 1,581 square feet (0.036 acres).

ALL BEARINGS DERIVED FROM STATE PLANE COORDINATES (ALABAMA WEST ZONE) GRID NORTH.

