

EASEMENT - DISTRIBUTION FACILITIES
(Metes and Bounds)

TO BE RECORDED: YES ☒ NO ☐

SEA 2000 To SEA 7000
SEA 7000 To SEA 6000
This instrument prepared by:

JEFF J. CALICOTT

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

W.E. No. 61730-06-00094
Parcel No. 70132238
Transformer No. 5-12386, 12387, 12388
5-12389

Alabama Power Company
P. O. Box 2641
Birmingham, Alabama 35291

A. GRANT KNOW ALL MEN BY THESE PRESENTS, That FAMILY KIMCO BIRMINGHAM, L.P. FAMILY
THIRD CREEK, LLC, MATTHIAS D. RENNER, LLC AND KENNETH J. WEBER, LLC

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. ~~COMPANY'S FINAL LOCATION PLAN IS ATTACHED AS EXHIBIT B~~
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.


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Shelby Cnty Judge of Probate, AL
09/10/2004 11:16:00 FILED/CERTIFIED

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 29 day of JUNE, 2004.

Witness _____

THIRD CREEK, LLC MATTHIAS D. RENNER FAMILY LLC (SEAL)
(Grantor)

Witness _____

AND KENNETH J. WEBER FAMILY LLC (SEAL)
(Grantor)
KIMCO BIRMINGHAM, L.P.

Witness _____

By: _____ (SEAL)

As: MANAGER OF ALL THREE LIMITED LIABILITY COMPANIES

IN WITNESS WHEREOF, the said Grantor, has caused this instrument to be executed by MATTHIAS D. RENNER its authorized representative, as of the 29 day of JUNE, 2004.

ATTEST (if corporation) or WITNESS:

THIRD CREEK, LLC, MATTHIAS D. RENNER FAMILY, LLC AND KENNETH J. WEBER FAMILY, LLC
(Grantor - Name of Corporation/Partnership/LLC)

By: _____
Its: _____

By: _____ (SEAL)
Its: MANAGER OF ALL THREE LLC'S
[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]

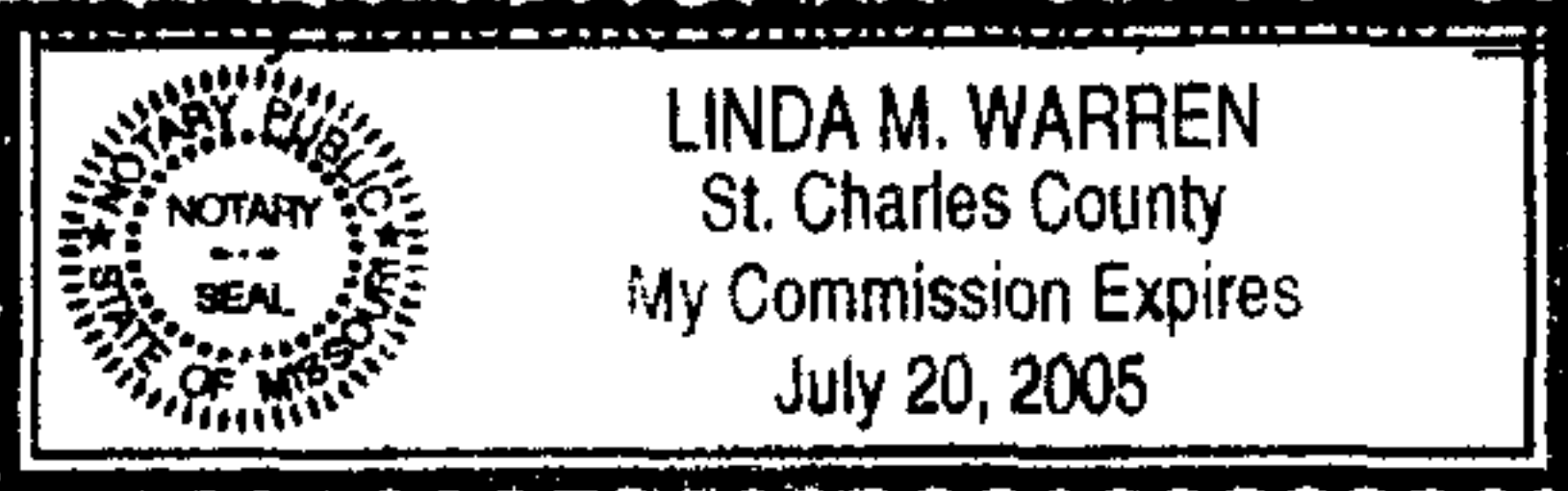
Notary Public
My commission expires: _____

TRUSTEE/CORPORATION/PARTNERSHIP/LLC NOTARY

STATE OF ~~ALABAMA~~ MISSOURI }
COUNTY OF ST. LOUIS }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that MATTHIAS D. RENNER, whose name as MANAGER of THIRD CREEK, LLC, MATTHIAS D. RENNER FAMILY, LLC AND KENNETH J. WEBER FAMILY, LLC, MISSOURI LLC'S AUTHORIZED TO DO BUSINESS IN ALABAMA, 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 MANAGER and with full authority, executed the same voluntarily for and as the act of said LLC'S [acting in such capacity as aforesaid].

Given under my hand and official seal this the 29th day of JUNE, 2004.

[SEAL] 

Linda M. Warren
Notary Public
My commission expires: 7-20-05

For Alabama Power Company Corporate Real Estate Department Use Only

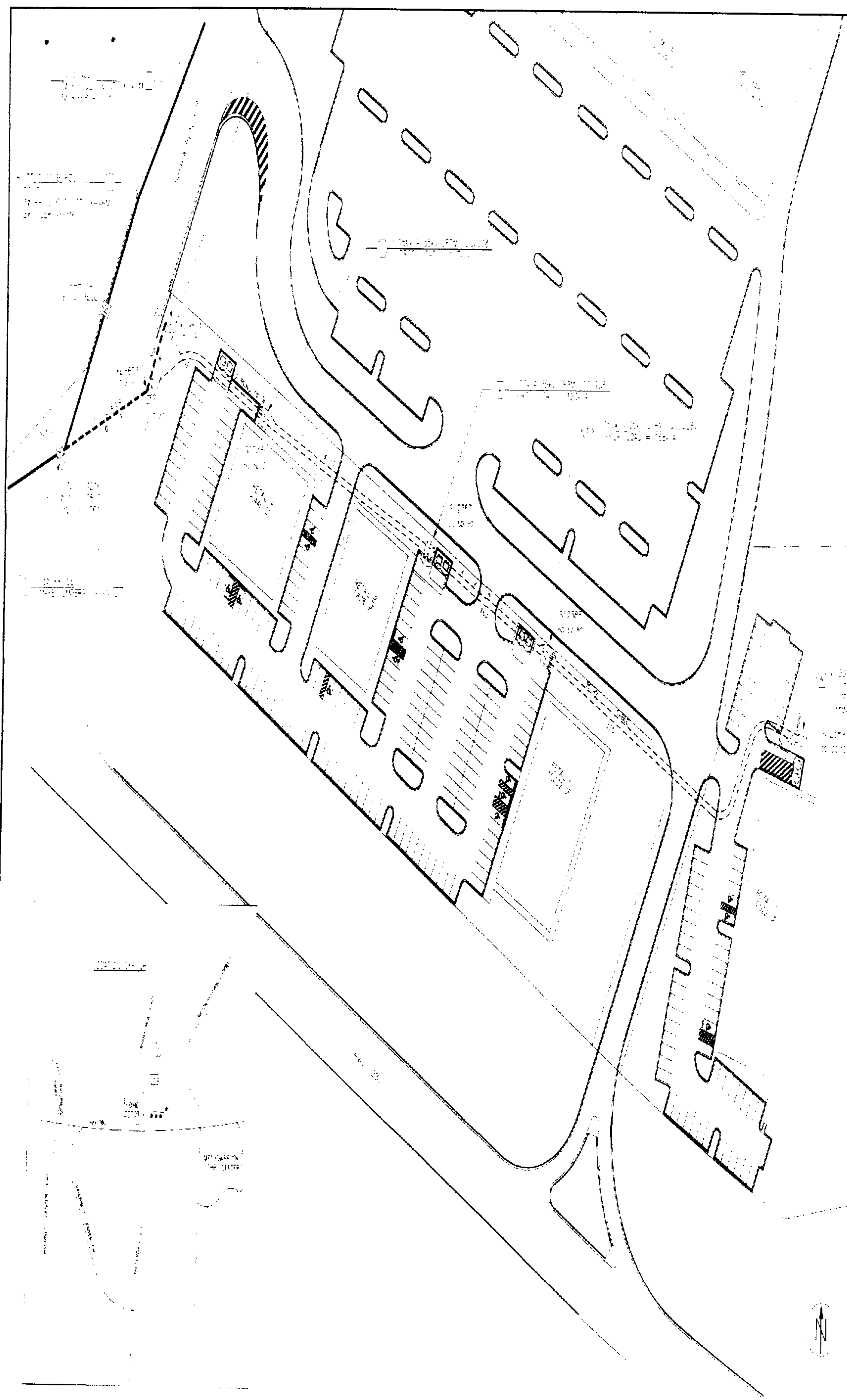
All facilities on Grantor: _____ Station to Station: _____

EXHIBIT A

LEGAL DESCRIPTION OF LAND

61730-06-00094

Lots 1, 2 and 3, according to the Survey of Cypress Equities Addition to Hoover, as recorded in Map Book 31 page 79, in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.



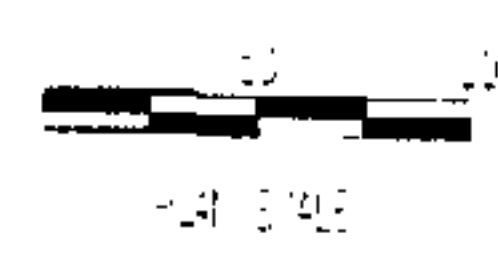
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ALABAMA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES.
 2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ALABAMA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR AIRPORTS.
 3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ALABAMA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR RAILROADS.
 4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ALABAMA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CANALS AND DRAINAGE.
 5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ALABAMA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR PORTS AND MARINAS.
 6. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ALABAMA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR AIRPORTS AND AIRCRAFT.
 7. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ALABAMA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR AIRPORTS AND AIRCRAFT.
 8. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ALABAMA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR AIRPORTS AND AIRCRAFT.
 9. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ALABAMA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR AIRPORTS AND AIRCRAFT.
 10. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ALABAMA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR AIRPORTS AND AIRCRAFT.

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CONTRACTOR TO BE
 RESPONSIBLE FOR
 OBTAINING ALL
 NECESSARY PERMITS
 AND APPROVALS
 FROM ALL
 AFFECTED AGENCIES
 AND AGENCIES.
 CONTRACTOR TO BE
 RESPONSIBLE FOR
 OBTAINING ALL
 NECESSARY PERMITS
 AND APPROVALS
 FROM ALL
 AFFECTED AGENCIES
 AND AGENCIES.

CONSTRUCTION COMPLETE

ANY CONSTRUCTION FIELD CHANGES
 ARE SHOWN IN RED ON THIS PLAN



ENGINEER: DAVID SELF
 RADIO #11605

PROJECT NO. 2004-0910000504430-04		ALABAMA POWER	
DRAWN BY: [Name]		CHECKED BY: [Name]	
APPROVED BY: [Signature]		DATE: 09/10/2004	
PROJECT LOCATION: [Address]		SHEET NO. 4 OF 4	