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20061218000612760 1/2 \$17.00  
Shelby Cnty Judge of Probate, AL  
12/18/2006 07:09:45AM FILED/CERT

Right of Way

GREYSTONE D.S. 115 KV T.L. (TL-26-9-24)  
BIRMINGHAM DIVISION  
37111213-300

70182103

This instrument prepared in the  
Corporate Real Estate Office  
Alabama Power Company  
P.O. Box 2641  
Birmingham, AL 35291  
By: Marilyn Haynie

STATE OF ALABAMA )  
COUNTY OF SHELBY )

Highland Lakes Community, Inc. (formerly known as Eddleman Properties, Inc.) The General Partner of Highland Lakes Properties, Ltd. [hereinafter known as Grantor(s)], for and in consideration of the sum of Three Thousand and No/100 Dollars (\$ 3,000.00 ) to it in hand paid by Alabama Power Company, a corporation, (hereinafter known as Grantee), the receipt whereof is acknowledged, do hereby grant to said Alabama Power Company, its successors and assigns, the right to construct, operate and maintain electric transmission and communication lines and all towers, poles, conduits, conductors, cables, insulators, anchors, guy wires, counterpoise conductors, and all other appliances necessary or convenient in connection therewith from time to time over, under and across, a strip of land 20 feet in width, as said strip are now located by the final location survey thereof heretofore made by said Company, over, under and across the lands of which it is hereinafter described as being a part, together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof for the purposes above described, including the right of ingress and egress to and from said strip and the right to cut, remove, or otherwise kill, and keep clear by any means, including chemicals, all trees and undergrowth and all other obstructions under, on or above said strip and the right to cut such timber outside of said strip which in falling would come within five (5) feet of any conductor on said strip, and the right to install, maintain and use anchors and guy wires on land adjacent to said strip, and the right to install grounding devices on grantors' fences now or hereafter located on such strip and on fences or other structures of grantors now or hereafter located adjacent to such strip, and the right to prevent the use of such strip as a parking area for automobiles or other vehicles, as a storage area for machinery or materials, or as a road other than a road crossing such strip at a location which do not endanger or interfere with works that have been or may at some future date be constructed on such strip, said strip and the lands of which the same is a part being described as follows:

**A strip on land 20 feet in width lying in the Northwest Quarter of the Northeast Quarter (NW¼ of NE¼) of Section 8, Township 19 South, Range 01 West, Shelby County, Alabama; such strip being more particularly described as follows:**

**To reach the point of beginning, commence at the Northeast Corner of the Southeast Quarter of the Southwest Quarter of Section 5, Township 19 South, Range 01 West; thence run South along the East boundary line of said Section a distance of 640.76 feet to a point; thence turn a deflection angle to the left and run S88°21' 59"E a distance of 743.18 feet to a point; thence turn a deflection angle to the right of 82°33'37" and run S05°48'22"E a distance of 586.35 feet to a point; thence turn a deflection angle to the right of 03°56'10" and run S01°52' 12"E a distance of 234.47 feet to a point; thence turn a deflection angle to the right of 10°51'10" and run S08°58'58"W a distance of 55.40 feet to the point, such point being the point of beginning of the right of way herein described; therefrom, the strip is 20 feet in width and lies 20 feet left of a survey line and the continuations thereof which begins at such point of beginning and continues S08°58'58"W a distance of 220 feet, more or less, to a point, such point being the point of ending of the right of way herein described.**

The grantors covenant with the said Grantee, that they are lawfully seized in fee of the above described land; that it is free from all encumbrance; that they have a good right to convey the same to the said Company, and that they will warrant and defend the said land to the said Company forever.

TO HAVE AND TO HOLD the same to the said Grantee, its successors and assigns, forever.  
The grantors shall have the right to cultivate and use said strip of land for any purpose not inconsistent with the rights which the grantee may from time to time exercise hereunder.

IN WITNESS WHEREOF, the said Highland Lakes Community, Inc. (formerly known as Eddleman Properties, Inc.) The General Partner of Highland Lakes Properties, Ltd. has caused this instrument to be executed in its name by Douglas D. Eddleman , as its President, and attested by \_\_\_\_\_, its \_\_\_\_\_, and its corporation seal to be affixed, on this the 16<sup>th</sup> day of November, 2006.

ATTEST:

Highland Lakes Community, Inc. (formerly known as Eddleman Properties, Inc.) The General Partner of Highland Lakes Properties, Ltd.

BY:

Its: President

Its:

GRANTEE'S ADDRESS

ALABAMA POWER CO  
P.O. BOX 2641  
BIRMINGHAM, AL 35291  
ATT: CORP REAL ESTATE

STATE OF Alabama }  
COUNTY OF Jefferson }

I, Donna O. Rainey, a Notary Public in and for said County in said State,  
hereby certify that Douglas O. Coddleman, whose name as  
President of Highland Lakes Community Inc., 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 the 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 16<sup>th</sup> day of November, 2006.

Donna O. Rainey

My Commission Expires: \_\_\_\_\_

**NOTARY PUBLIC STATE OF ALABAMA AT LARGE**  
**MY COMMISSION EXPIRES: Dec 1, 2006**  
**BOARDED THROUGH NOTARY PUBLIC UNDERWRITERS**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ }

I, \_\_\_\_\_, a Notary Public in and for said County in said State,  
hereby certify that \_\_\_\_\_, whose name as  
\_\_\_\_\_ of \_\_\_\_\_, 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 the 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 \_\_\_\_\_ day of \_\_\_\_\_, 2006.

My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ }

I, \_\_\_\_\_, a Notary Public in and for said County in said State,  
hereby certify that \_\_\_\_\_, whose name as  
\_\_\_\_\_ of \_\_\_\_\_, 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 the 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 \_\_\_\_\_ day of \_\_\_\_\_, 2006.

My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ }

I, \_\_\_\_\_, a Notary Public in and for said County in said State,  
hereby certify that \_\_\_\_\_, whose name as  
\_\_\_\_\_ of \_\_\_\_\_, 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 the 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 \_\_\_\_\_ day of \_\_\_\_\_, 2006.

My Commission Expires: \_\_\_\_\_