

Source of Title:

Instrument #20181102000389870

EASEMENT – DISTRIBUTION FACILITIES

STATE OF ALABAMA

COUNTY OF SHELBY

N.E. No. A6170-06-A019

APCO Parcel No. 72243048-001

500.00

Transformer No. T01170& T0116Y

This instrument prepared by: Dean Fritz

Alabama Power Company

P. O. Box 2641

Birmingham, Alabama 35291

20190614000210800

06/14/2019 12:37:06 PM

ESMTAROW 1/5

(NOW ALL MEN BY THESE PRESENTS, That Greystone Way, LLC, a Florida limited liability company, as grantor(s), (the "Grantor", whether one or more) for and in consideration of One and No/100 Dollar (\$1.00) and other good and valuable consideration paid to Grantor in hand by Alabama Power Company, an Alabama 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 below.

Overhead and/or Underground. The right from time to time to construct, install, operate and maintain, upon, over, under and across the Property described below, all poles, towers, wires, conduits, fiber optics, cables, communication lines, translosures, 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 communications, along the route shown on the Company's drawing attached hereto as Exhibit "A" and made a part hereof. The Company is granted the right to clear, and keep clear, all trees, undergrowth and other obstructions on a strip of land extending five (5) feet from each side of said underground Facilities, and to clear, and keep clear, all trees, undergrowth and other obstructions on a strip of land extending fifteen (15) feet from each side of the centerline of said overhead Facilities and the right in the future to install intermediate poles and facilities on said strip. Further, with respect to overhead Facilities, the Company is also granted the right to trim and cut, and keep trimmed and cut, all dead, weak, leaning or dangerous trees or limbs outside of the thirty (30) foot strip that, in the sole opinion of the Company, may now or hereafter endanger, interfere with, or fall upon any of said overhead Facilities.

This instrument does not grant the exclusive use of the Property and the Grantor shall have the right to utilize said Property in any way that does not interfere with the exercise by the Company of the rights herein granted. It is agreed that in the event it becomes necessary for Company to excavate for installation, replacement, repair or removal of said overhead and/or underground lines in the future, the Company will restore the affected surface to a like condition immediately prior to such excavation. The Company further agrees to perform such excavation and restoration diligently so as to minimize interference with the works of the Grantor.

The Company shall indemnify and hold Grantor harmless from any loss, damage or judgments incurred as a result of injury or damage to persons or property to the extent solely caused by Company's negligence in performing the above described work on the premises.

The easements, rights and privileges granted hereby shall apply to, and the word "Property" as used in this instrument shall mean, the portion of the following described real property situated in Shelby County, Alabama described on Exhibit "A" attached hereto (the "Property"): a parcel of land located in the North ½ of the West ¼ and in the SE ¼ of the NW ¼ of Section 6, Township 21 South, Range 4 West, being more particularly described in that certain instrument recorded in instrument #20181102000389870, in the office of the Judge of Probate of said County.

Should Grantor transfer ownership of the Property without complying with the preceding provision, Grantor shall indemnify and hold Company harmless from any loss, damage, fees, expenses, or judgments incurred as a result thereof.

In the event it becomes necessary or desirable for the Company from time to time 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 said 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.

DO HAVE AND TO HOLD the same to the Company, its successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantor, has caused this instrument to be executed by James J. White
his authorized representative, as of the 6th day of June, 2019.

ATTEST (if required) or WITNESS:

By: Ni Ga

As: WITNESS

Greystone Way, LLC, a Florida limited liability company
(Grantor)

By: [Signature] (SEAL)

Its: Managing Member
[Indicate: President, General Partner, Member, etc.]

CORPORATION/PARTNERSHIP/LLC NOTARY

STATE OF Florida

COUNTY OF Pinellas

Kasey Sexton, a Notary Public, in and for said County in said State, hereby certify that
James J. White, whose name as Managing Member of

Greystone Way, LLC, a Florida 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 this instrument, he/she, as such Managing Member and with full authority, executed
the same voluntarily, for and as the act of said LLC and acting in such capacity as aforesaid.

Given under my hand and official seal this the 6th day of June, 2019.

[SEAL]

Kasey Sexton
Notary Public

My commission expires: Nov. 17, 2019



72243048-001

An easement over and across a parcel of land located in the Southwest one quarter of Section 32, Township 18 South, Range 1 West Shelby County, Alabama and being over a portion of Lot 8 Tattersall Park Resurvey No. 3 as recorded in Map Book 49 Page 81A and 81B in the Office of Judge of Probate Shelby County, Alabama. Said easement being more particularly described as follows:

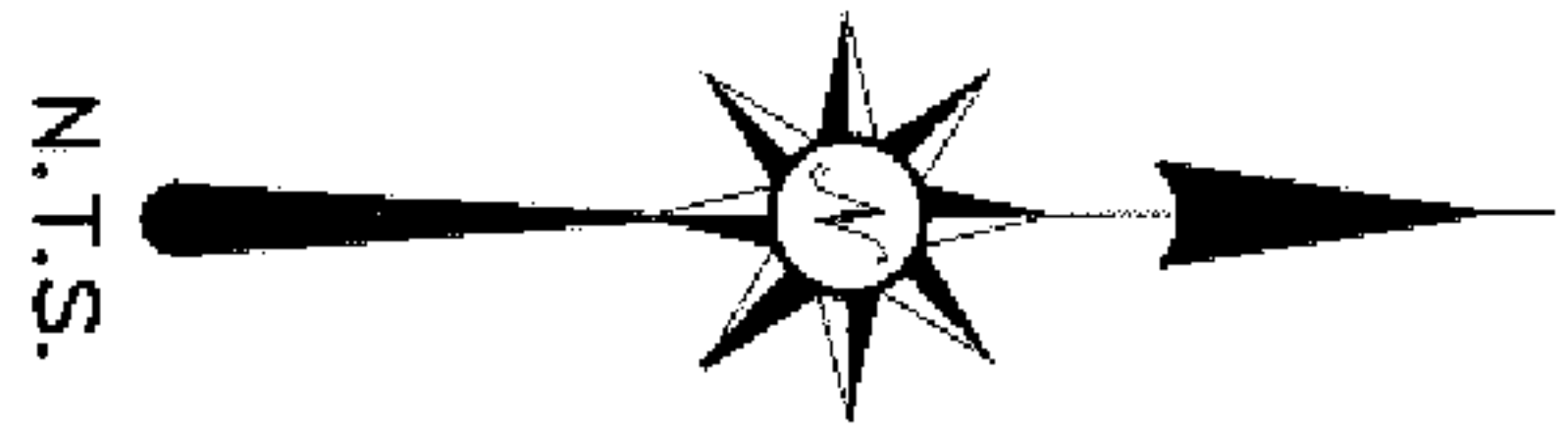
Commence at the Southeast corner of said Lot 8; thence run South 88 Degrees 40 Minutes 50 Seconds West along the South line of said Lot 8 for a distance of 245.97 feet to a point, said point marking the POINT OF BEGINNING of a variable width easement; thence continue along the last described course for a distance of 25.91 feet to a point; thence leaving said South line run North 65 Degrees 58 Minutes 42 Seconds East for a distance of 52.67 feet to a point; thence run North 49 Degrees 17 Minutes 42 Seconds East for a distance of 39.59 feet to a point; thence run North 66 Degrees 55 Minutes 20 Seconds West for a distance of 6.10 feet to a point; thence run North 22 Degrees 37 Minutes 19 Seconds East for a distance of 19.87 feet to a point; thence run South 66 Degrees 42 Minutes 31 Seconds East for a distance of 15.76 feet to a point; thence run North 68 Degrees 20 Minutes 06 Seconds East for a distance of 87.60 feet to a point; thence run North 81 Degrees 55 Minutes 39 Seconds East for a distance of 19.42 feet to a point; thence run North 72 Degrees 51 Minutes 54 Seconds East for a distance of 6.29 feet to a point; thence run North 23 Degrees 11 Minutes 47 Seconds East for a distance of 12.49 feet to a point; thence run South 68 Degrees 10 Minutes 42 Seconds East for a distance of 19.70 feet to a point; thence run South 22 Degrees 06 Minutes 08 Seconds West for a distance of 19.76 feet to a point; thence run North 68 Degrees 33 Minutes 35 Seconds West for a distance of 13.10 feet to a point; thence run South 72 Degrees 51 Minutes 54 Seconds West for a distance of 7.74 feet to a point; thence run South 81 Degrees 55 Minutes 39 Seconds West for a distance of 19.02 feet to a point; thence run South 68 Degrees 20 Minutes 01 Seconds West for a distance of 90.50 feet to a point; thence run South 23 Degrees 02 Minutes 16 Seconds West for a distance of 9.83 feet to a point; thence run North 66 Degrees 55 Minutes 20 Seconds West for a distance of 2.50 feet to a point; thence run South 49 Degrees 17 Minutes 42 Seconds West for a distance of 45.98 feet to a point; thence run South 65 Degrees 58 Minutes 42 Seconds West for a distance of 30.24 feet to the POINT OF BEGINNING. Said easement contains 2,736 square feet or 0.06 acres more or less.

DRAWING: #17WHDD02

EXHIBIT MAP UTILITY EASEMENT

72243048-DD1

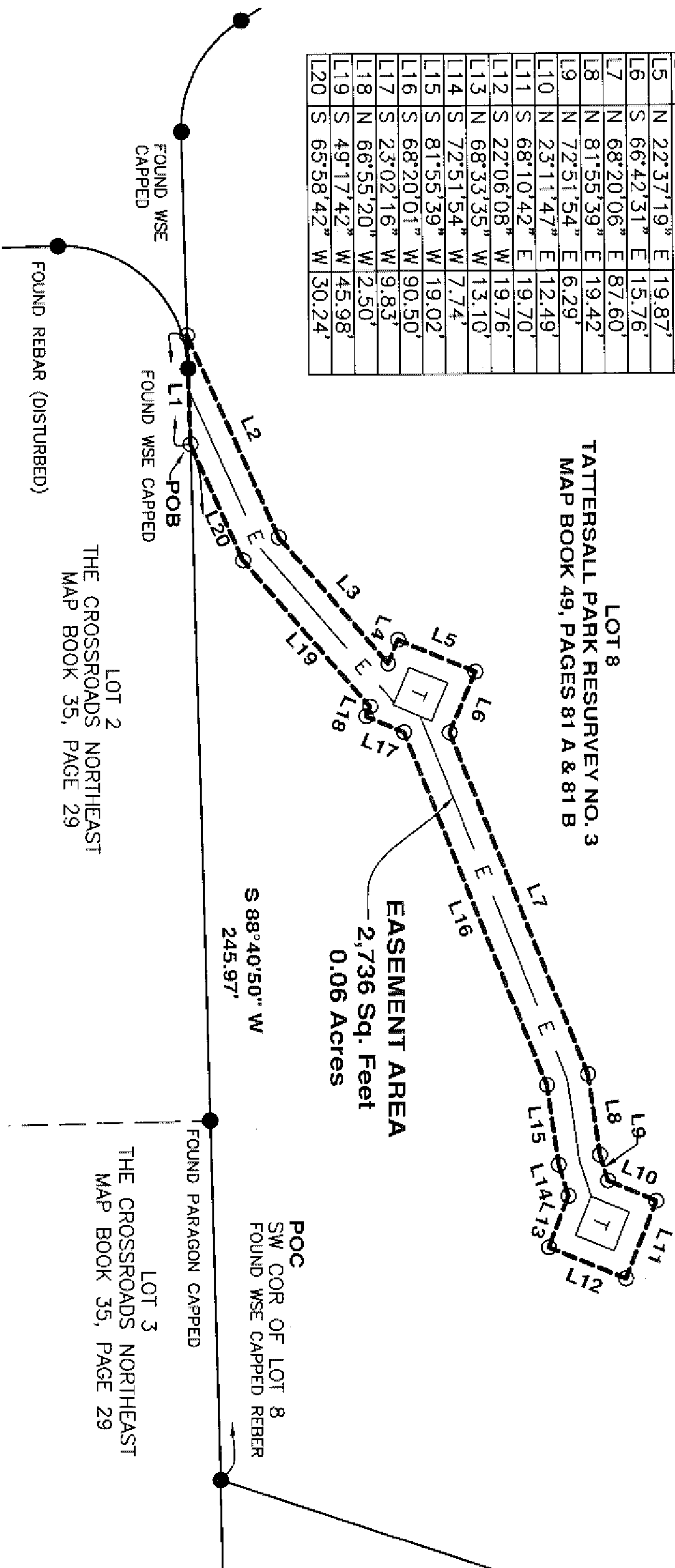
SW 1/4 OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 1 WEST
SHELBY COUNTY, ALABAMA



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 88°40'50" W	25.91'
L2	N 65°58'42" E	52.67'
L3	N 49°17'42" E	39.59'
L4	N 66°55'20" W	6.10'
L5	N 22°37'19" E	19.87'
L6	S 66°42'31" E	15.76'
L7	N 68°20'06" E	87.60'
L8	N 81°55'39" E	19.42'
L9	N 72°51'54" E	6.29'
L10	N 23°11'47" E	12.49'
L11	S 68°10'42" E	19.70'
L12	S 22°06'08" W	19.76'
L13	N 68°33'35" W	13.10'
L14	S 72°51'54" W	7.74'
L15	S 81°55'39" W	19.02'
L16	S 68°20'01" W	90.50'
L17	S 23°02'16" W	9.83'
L18	N 66°55'20" W	2.50'
L19	S 49°17'42" W	45.98'
L20	S 65°58'42" W	30.24'

LEGEND	
●	IRON PIN FOUND
●	IRON PIN SET (5/8" REBAR W/CAP)
○	CALCULATED POINT
—E—	UNDERGROUND POWER LINE
□	TRANSFORMER



ABBREVIATION	POINT OF COMMENCEMENT	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT	POINT OF BEGINNING
P.O.B.	POINT OF COMMENCEMENT	POINT OF BEGINNING

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