

Source of Title:

Deed Book _____, Page _____

100.00

EASEMENT – DISTRIBUTION FACILITIES

Shelby County, AL 09/02/2010

STATE OF ALABAMA

} State of Alabama

COUNTY OF

Shelby

} Deed Tax : \$.50

W.E. No. A6173-05-A110

APCO Parcel No. 70233201

Transformer No. S17500

This instrument prepared by: Bill Childress

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



20100902000284340 1/4 \$21.50
Shelby Cnty Judge of Probate, AL
09/02/2010 01:39:32 PM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS, That Ingenuity, LLC

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, a corporation, the receipt and sufficiency of which are hereby acknowledged, 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, 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 communications, along a route selected by the Company, as generally shown on the Company's drawing attached hereto and made a part hereof, but which is to be determined by the actual location(s) in which the Company's facilities are installed. The width of the Company's easement will depend on whether the Facilities are underground or overhead: for underground, the easement will extend five (5) feet on each side of said Facilities as and where installed; for overhead Facilities, the easement will extend fifteen (15) feet on each side of the centerline of said Facilities as and where installed. 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.

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 said 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, as applicable.

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.

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.

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 _____ day of _____, 20____.

Witness

(Grantor)

(SEAL)

Witness

(Grantor)

(SEAL)

Witness

By: _____ (SEAL)

As: _____

For Alabama Power Company Corporate Real Estate Department Use Only

All facilities on Grantor: _____

Station to Station: sta 1+00 to sta 2+00

IN WITNESS WHEREOF, the said Grantor, has caused this instrument to be executed by R. A. Hayes, its authorized representative, as of the 16th day of August, 2010.

ATTEST (if required) or WITNESS:

Ingenuity, LLC
(Grantor - Name of Corporation/Partnership/LLC)

By: _____

By: R. A. Hayes (SEAL)

Its: _____

Its: Member
[indicate President, General Partner, Member, etc.]

INDIVIDUAL NOTARIES

STATE OF ALABAMA }

COUNTY OF _____ }

I, _____, a Notary Public, in and for said County in said State, hereby certify that _____ whose name(s) [as _____] 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 [in such capacity as aforesaid] executed the same voluntarily.

Given under my hand and official seal this the _____ day of _____, 20____.

[SEAL]

Notary Public
My commission expires: _____

STATE OF ALABAMA }

COUNTY OF _____ }

I, _____, a Notary Public, in and for said County in said State, hereby certify that _____ whose name(s) [as _____] 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 [in such capacity as aforesaid] executed the same voluntarily.

Given under my hand and official seal this the _____ day of _____, 20____.

[SEAL]

Notary Public
My commission expires: _____

CORPORATION/PARTNERSHIP/LLC NOTARY

STATE OF ALABAMA }

COUNTY OF Jefferson }

I, William R. Childress, a Notary Public in and for said County in said State, hereby certify that R. A. Hayes whose name as Member of _____, a _____, [acting in its capacity as _____ of Ingenuity, LLC, a _____] 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 member 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 16th day of August, 2010.

[SEAL]

William R. Childress
Notary Public
My commission expires: 12-1-2013

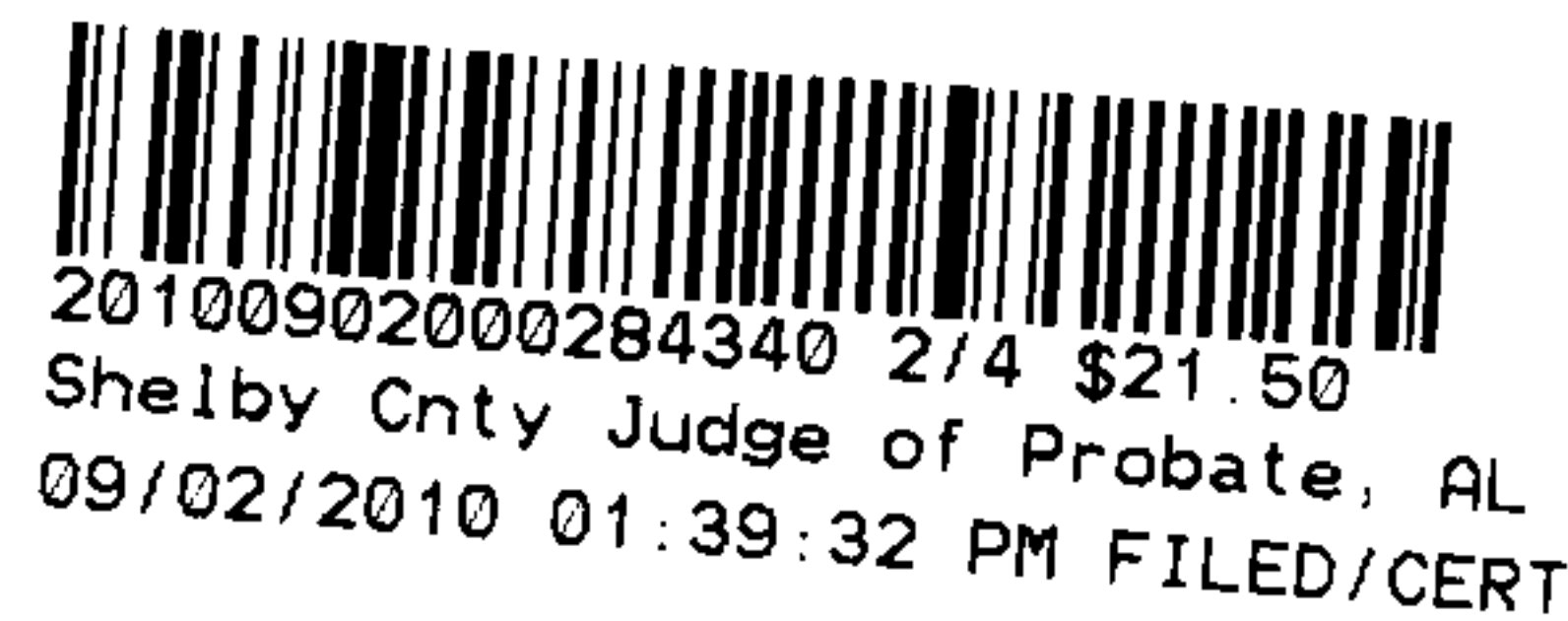


Exhibit "A"
WE A6173-05-A110

Parcel - 70233201


State of Alabama
Shelby County

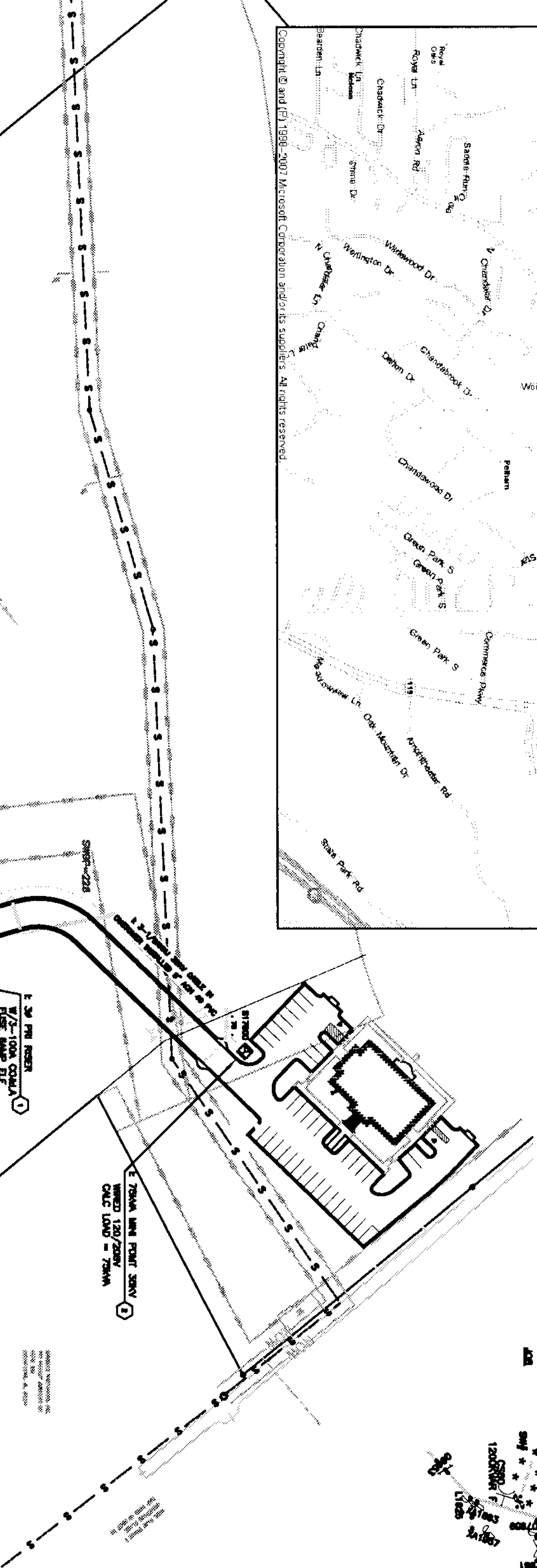
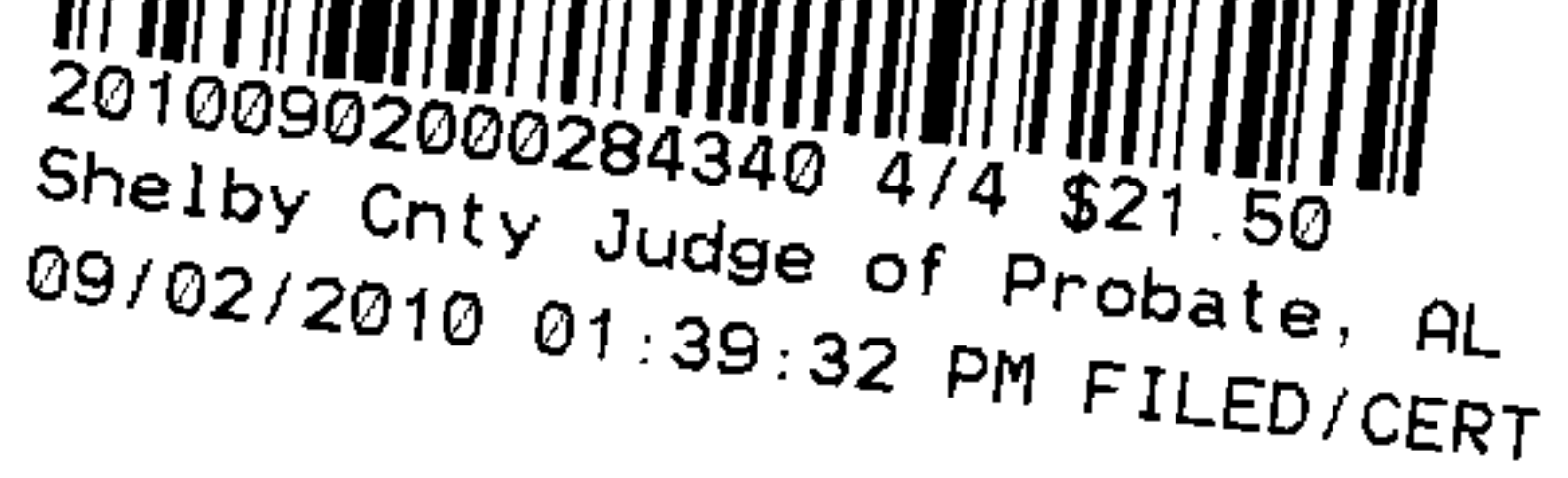
Description Lot 1:

Commence at the Northwest Corner of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 36, Township 19 South, Range 3 West; thence run Easterly along the North line of said $\frac{1}{4}$ - $\frac{1}{4}$ a distance of 296.07 feet; thence right $00^{\circ}-00'-26''$ a distance of 566.09 feet; thence right $101^{\circ}-48'-31''$ a distance of 300.00 feet; to the Point of Beginning; thence left $101^{\circ}-48'-20''$ a distance of 250.00 feet to the west right-of-way of Alabama Highway 261; thence right $101^{\circ}-46'-11''$ along the right-of-way of said road a distance of 31.91 feet to the tangent of a curve to the right having a central angle of $34^{\circ}-25'-41''$ and a radius of 1288.10 feet an arc distance of 774.00 feet; thence continue along the tangent of said curve and said right-of-way a distance of 90.79 feet; thence right $44^{\circ}-02'-21''$ leaving said right-of-way a distance of 588.53 feet; thence right $110^{\circ}-03'-16''$ a distance of 99.93 feet; thence right $11^{\circ}-03'-57''$ a distance of 688.86 feet; thence right $22^{\circ}-14'-34''$ to the tangent of a curve to the left having a central angle of $29^{\circ}-27'-02''$ and a radius of 338.36 feet an arc distance of 173.92 feet; thence right $82^{\circ}-05'-59''$ from the tangent of said curve a distance of 204.86 feet; thence left $16^{\circ}-14'-58''$ a distance of 82.23 feet to the Point of Beginning. Said Lot contains 11.59 acres more or less.

Description Lot 2:

Commence at the Northwest Corner of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 36, Township 19 South, Range 3 West; thence run Easterly along the North line of said $\frac{1}{4}$ - $\frac{1}{4}$ a distance of 296.07 feet to the Point of Beginning; thence right $00^{\circ}-00'-26''$ a distance of 566.09 feet; thence right $101^{\circ}-48'-31''$ a distance of 300.00 feet; thence right $78^{\circ}-11'-40''$ a distance of 82.23 feet; thence right $16^{\circ}-14'-58''$ a distance of 204.86 feet; thence left $82^{\circ}-05'-59''$ to the tangent of a curve to the right having a central angle of $29^{\circ}-27'-02''$ and a radius of 338.36 feet an arc distance of 173.92 feet; thence left $22^{\circ}-14'-34''$ a distance of 688.86 feet; thence left $11^{\circ}-03'-57''$ a distance of 99.93 feet; thence right $158^{\circ}-34'-51''$ a distance of 608.82 feet; thence right $34^{\circ}-03'-37''$ a distance of 528.40 feet to the Point of Beginning. Said Lot 2 contains 7.75 acres more or less.


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[illegible]

DATE: _____

ALABAMA POWER COMPANY

TOWN: PELHAM		COUNTY: DEFESSION	JOB: METRO SOUTH - PATTON CHAPEL
MAP REF:		SEC - 36, 17-18-S-3W	DENR: INSENUITY OFFICE BUILDING
DRAWN: S.H. ROSE		DATE: 11/12/09	HELEN ROAD
APPROVED: _____	DATE: _____	SCALE: 1" = 60'	
APPROVED: _____	DATE: _____	SHEET: 1 OF 1 SHEETS	
SUPERSEDES: _____		PLOTTER: 8/17/10	
C-16179-06A110			

REVISED: 07/01/10 SLH
REVISED: 11/12/09 SLH

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