

EASEMENT - DISTRIBUTION FACILITIES

STATE OF ALABAMA

COUNTY OF SHELBY

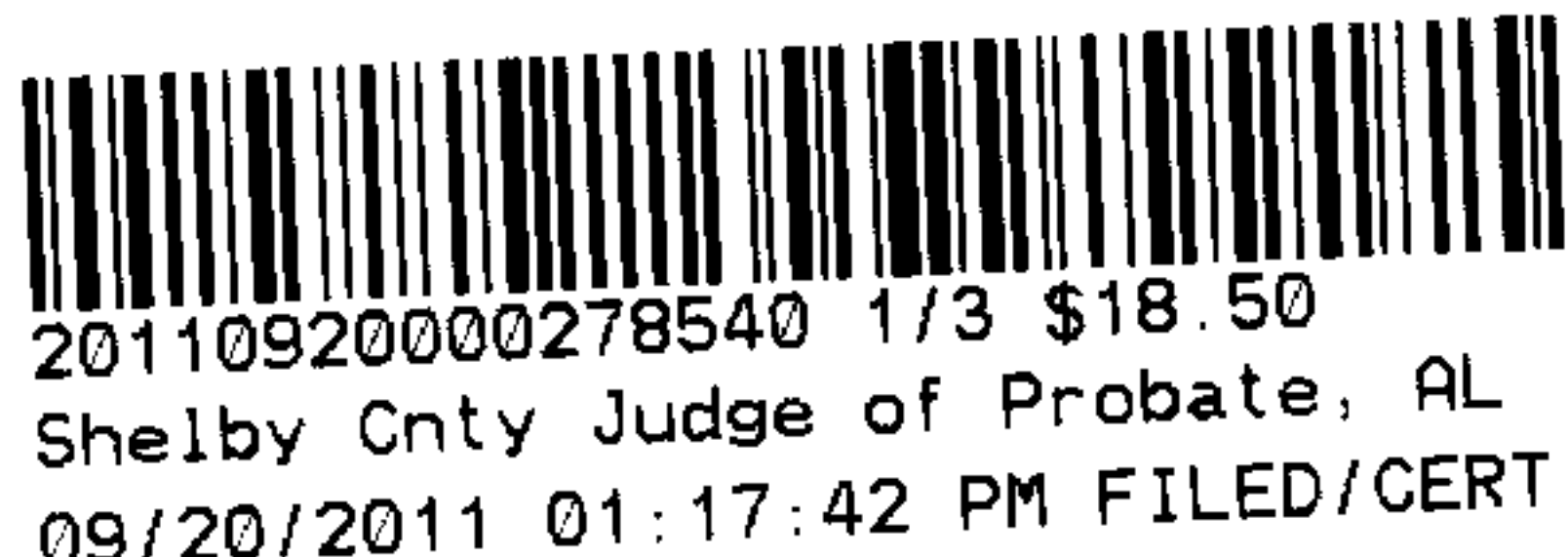
W.E. No. A617306AK11

APCO Parcel No. 70242017

Transformer No.

This instrument prepared by: BILL CHILDRESS

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



Shelby County, AL 09/20/2011
State of Alabama
Deed Tax: \$.50

KNOW ALL MEN BY THESE PRESENTS, That Aldi Inc. (Alabama), an Alabama Corporation

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, 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, 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"):

A parcel of land in the NW1/4 of the NW1/4 of Section 31, Township 19 South, Range 2 West, known as Lot 2, according to the Final Plat for Big Mountain Center, a commercial subdivision, as recorded in Map Book 40, Page 138, and recorded in Deed Record 20090630000252480, dated June 6, 2009, in the office of the Judge of Probate, Shelby County, Alabama.

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 said Grantor, has caused this instrument to be executed by _____, its authorized representative, as of the ____ day of _____, 20 ____.

ATTEST (if required) or WITNESS:

By: _____

Its: _____

Aldi Inc. (Alabama), an Alabama Corporation
(Grantor - Name of Corporation/Partnership/LLC)

By:  (SEAL)

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

For Alabama Power Company Corporate Real Estate Department Use Only

All facilities on Grantor: _____ Station to Station: sta 4+00 to sta 5+00, sta 5+00 to sta 9+13
Guy at sta 5+00

CORPORATION NOTARY

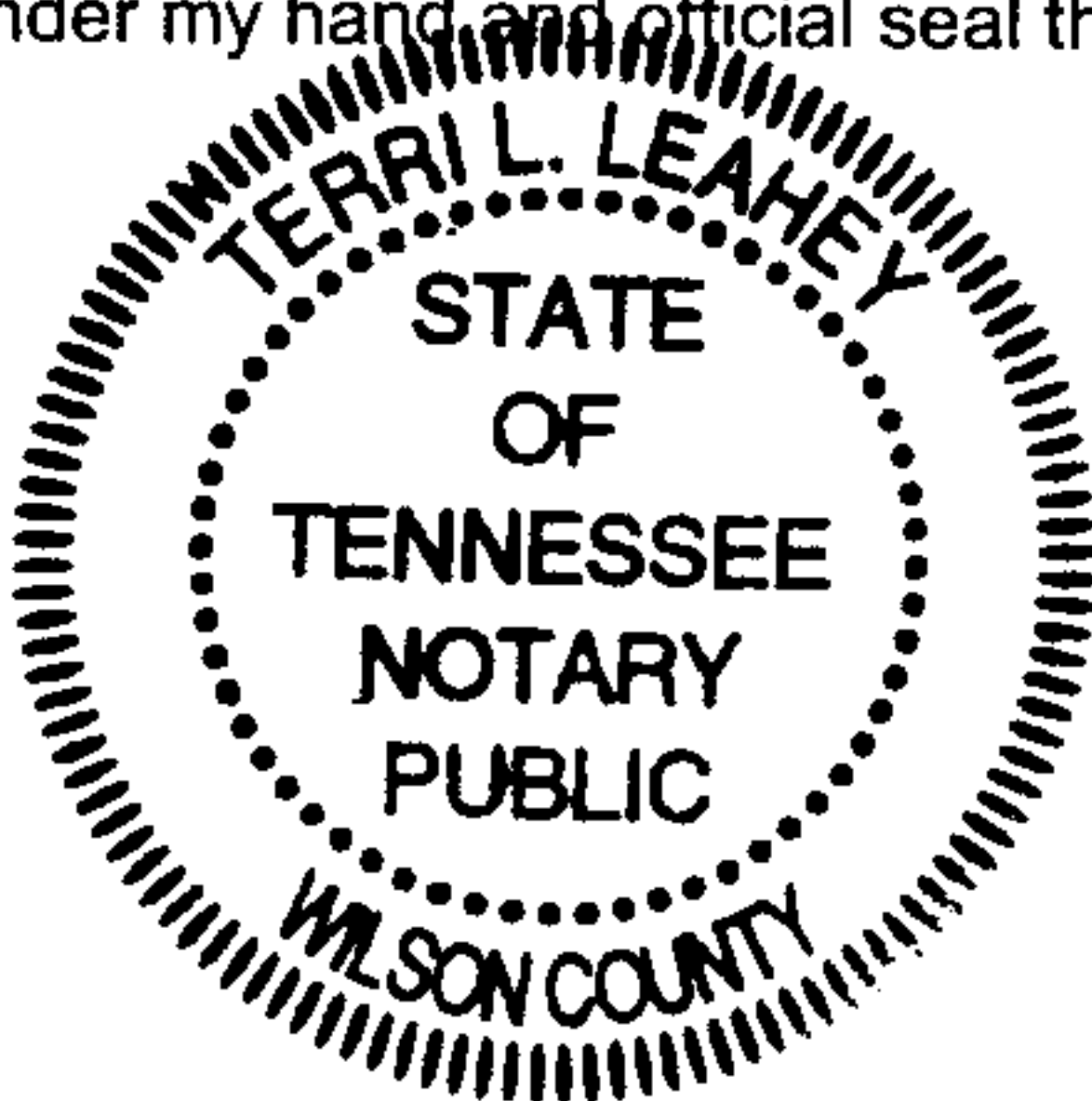
STATE OF ~~ALABAMA~~ Tennessee

COUNTY OF Wilson

I, Terri L. Leahy, a Notary Public, in and for said County in said State, hereby certify that
Troy Marshall, whose name as Vice President of
ALDI, 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 this instrument, he/she, 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 26th day of August, 2011.

[SEAL]



Terri L. Leahy
Notary Public

My commission expires: 5/19/2015

CORPORATION/PARTNERSHIP/LLC NOTARY

STATE OF ALABAMA

COUNTY OF _____


I, _____, a Notary Public, in and for said County in said State, hereby certify that
_____, whose name as _____ of
_____, a _____, [acting in its capacity as
_____ of _____, 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 _____ 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 _____ day of _____, 20_____.

[SEAL]

Notary Public

My commission expires: _____


20110920000278540 2/3 \$18.50
Shelby Cnty Judge of Probate, AL
09/20/2011 01:17:42 PM FILED/CERT

Job Received - 8-8-11
Job Released - 8-30-11



ALABAMA POWER COMPANY

DETAIL PROVIDE SERVICE TO

Ami

SHEET 1 OF 1 SHEETS

SHEET 1 OF 1 SHEETS