

EASEMENT - UNDERGROUND

STATE OF ALABAMA

COUNTY OF SHELBY

W.E. No. A6173-06-AM14

APCO Parcel No. 70267388

Transformer No. S18829

This instrument prepared by: J. PATRICK REED

Alabama Power Company

P. O. Box 2641

Birmingham, Alabama 35291



20141212000391390 1/4 \$23.50
Shelby Cnty Judge of Probate, AL
12/12/2014 11:40:07 AM FILED/CERT

Shelby County, AL 12/12/2014
State of Alabama
Deed Tax: \$.50

KNOW ALL MEN BY THESE PRESENTS, That LIBERTAE VITAE, LLC, a Texas limited liability company as lessor, 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 described below.

The right from time to time to construct, install, operate and maintain upon, under and across the Property described below, all wires, cables, trans closures, transformers, conduits, fiber optics, communication lines and other facilities useful or necessary in connection therewith (collectively, the "Facilities"), for the underground transmission and distribution of electric power and communications, along a route selected by the Company which is generally shown on the Company's drawing attached hereto and made a part hereof and which is to be determined by the locations in which the Company's Facilities are installed, such drawing showing the general location of underground facilities in an area ten feet (10') in width and also the right to clear and keep clear a strip of land extending five feet (5') from each side of said 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 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, adjacent to, and above said Facilities. Notwithstanding the foregoing, the location of the Facilities shall not interfere with any buildings located on the Property.

The easements, rights and privileges granted hereby shall apply to, and the word "Property" as used in this instrument shall mean, the following real property situated in Shelby County, Alabama (the "Property"):

A parcel of land located in Section 32, Township 18 South, Range 1 West, consisting of approximately 1.21 acres, and more particularly described in that certain Short Form Lease recorded in Instrument Number 20141017000328380, and deed recorded in Instrument Number 20141017000328400, in the office of the Judge of Probate of said County. Easement only for facilities as shown on attached W.E. Drawing # A6173-06-AM14, attached hereto and made a part hereof. This is not a blanket easement.

It is agreed that in the event it becomes necessary for Company to excavate for installation, replacement, repair or removal of said underground lines in the future, the Company will restore the surface to a like condition prior to such excavation. The Company further agrees to perform such excavation and restoration diligently so as to minimize interference with the business of the Grantor on the Property.

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 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 and such relocation shall not interfere with any existing buildings on the Property. 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 said Company, its successors and assigns, forever.

IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument by John Thomas McPherson, its authorized representative on this the 5 day of December, 2014.

ATTEST (if required) or WITNESS:

LIBERTAE VITAE, LLC, a Texas limited liability company, as lessor

By: _____
Its: _____

John Thomas McPherson (SEAL)
By: John Thomas McPherson
Its: Sole Member/Manager

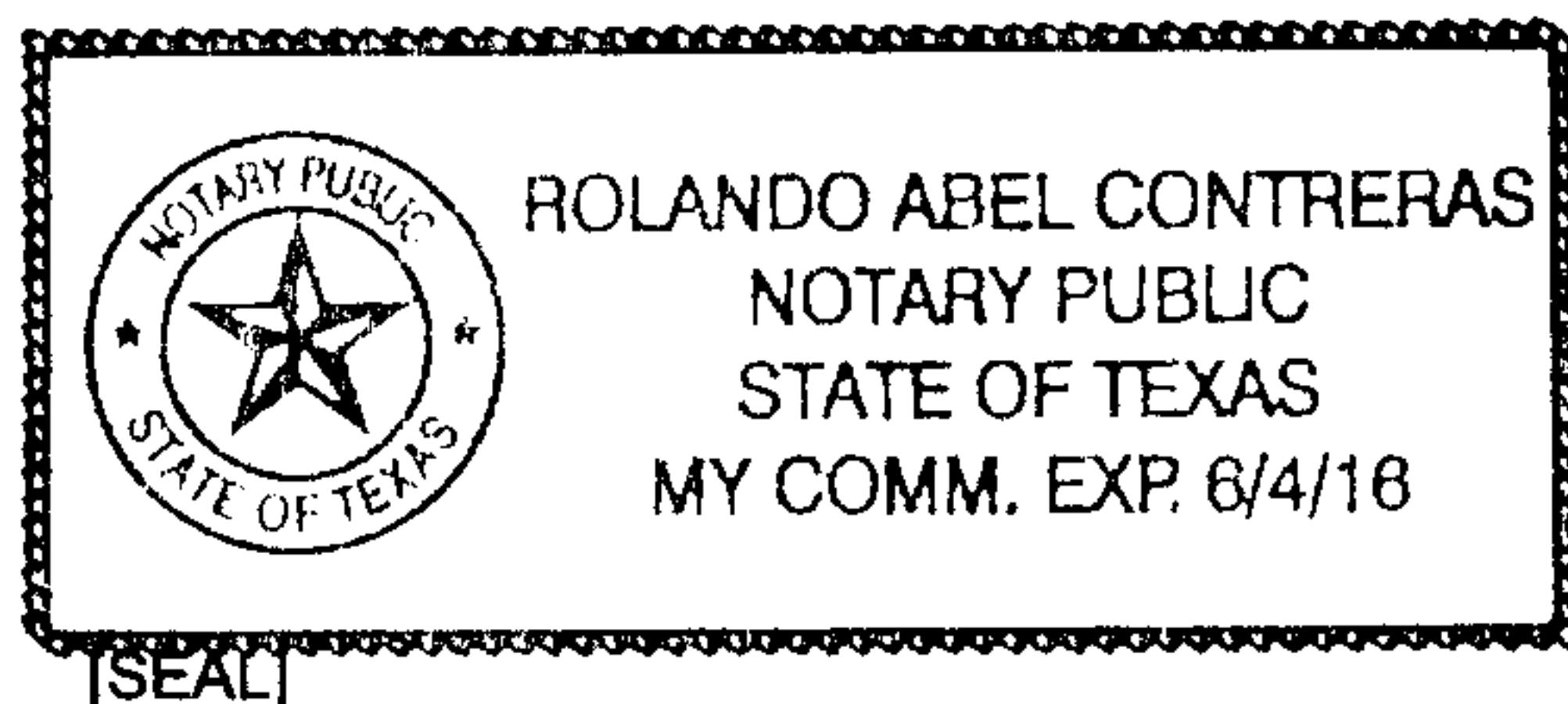
For Alabama Power Company Corporate Real Estate Department Use Only Parcel No: 70267388

All facilities on Grantor: xxx Station to Station: _____

STATE OF TX
COUNTY OF Dallas

I, Rolando Abel Contreras, a Notary Public in and for said County in said State, hereby certify that John Thomas McPherson, whose name as sole member / manager of LIBERTAE VITAE, LLC, a Texas limited liability company, as lessor, 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 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 5th day of December, 2014.



[Signature]
Notary Public
My commission expires: 6-4-16



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SKETCH OF PROPOSED WORK - SIMPLIFIED W.E.

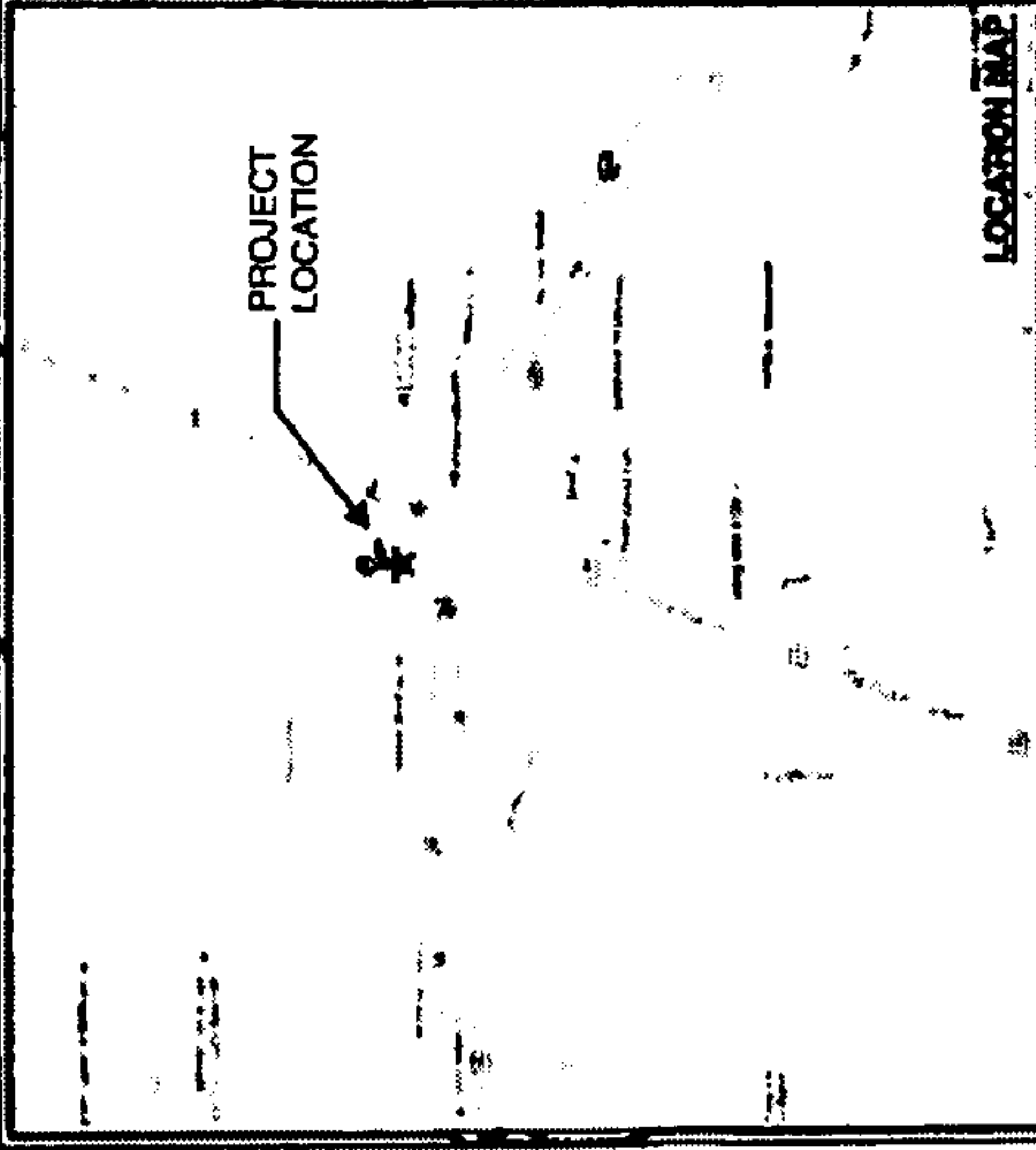
1740236 12/13/1990

33.419462

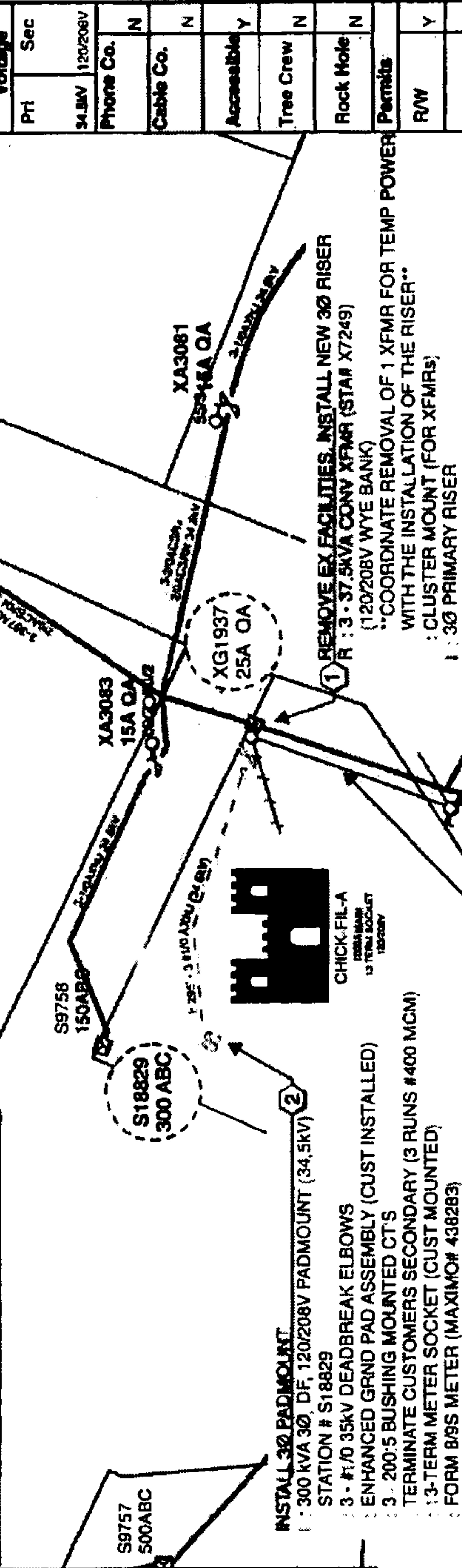
-86.672749

1 inch = 90 feet

Customer CHICK-FIL-A 280	Location 5375 HIGHWAY 280 S	Created, Svc Date 01/09/2015	County Shelby	Section 32	Township 18S	Range 01W	Add'l Info. JETS REF # 2921514	Estimate No. A6173 - 06 - AM14
Division BIRMINGHAM	District METRO SOUTH - PELHAM	Town BIRMINGHAM	UserID dwhitfist // 10767	Created: 11/4/2014	Substation GREYSTONE DS	X-49222 Y-XG1937	Z-S18829	METER INFORMATION FORM B/S (MAXIMO: 438283)



PROJECT NOTES
APC TO INSTALL A 30 PRIMARY RISER, PULL IN PRIMARY AND SET A NEW 30, 120/208V, 300 KVA, DEAD FRONT PADMOUNT TRANSFORMER. THE CUSTOMER WILL BE BILLED PER THE UGD RULES AND REGS FOR 95% OF THE 295' PRIMARY RUN. CUSTOMER WILL HAVE 3 RUNS OF 1400 KCM. ADDED ANNUAL BASE REVENUE IS \$59,788.



R/W Agent P. Reed
Date Assigned 11-4-14
Date Cleared 12-8-14
Parcel # 70267388

NOTE: EXISTING OH FACILITIES TO BE RELOCATED ON A COMPANION 14 JOB.

US HWY 280

HWY 280

NOTES:
BE ADVISED: WORK AREA IS INSIDE OF SHOAL CREEK AT'S

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ACKNOWLEDGEMENT AND CONSENT

Chick-fil-A, Inc., a Georgia Corporation, to the extent of its interest as Lessee, pursuant to that certain Short Form Lease as recorded Instrument Number 20141017000328380, Shelby County, Alabama, does hereby consent to the grant of the foregoing Easement granted by Libertae Vitae, LLC, a Texas limited liability company to Alabama Power Company on the 4th day of December 2014.

Acknowledged and Agreed to the 4th day of December, 2014.

Lessee: Chick-fil-A, Inc.

By: [Signature]

Name: B. Lynn Chastain
Vice President and General Counsel

Title: _____

By: [Signature]

Name: Tammy Pearson
Vice President and Assistant General Counsel
Title: _____

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STATE OF Georgia)
COUNTY OF Cobb)

I, the undersigned, a Notary Public, in and for said County, I said State, hereby certify that B. Lynn Chastain and S. Tammy Pearson, as Vice President and General Counsel and Vice President of Chick-fil-A, Inc., a Georgia corporation, has signed the foregoing document, and who are known to me, acknowledged before me on this day, that, being informed of the contents thereof, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 4th day of December

Notary Public Anne Marie

My Commission Expires: March 22

