

EASEMENT - DISTRIBUTION FACILITIES
(Metes and Bounds)

TO BE RECORDED: YES X NO

2004020600061830 Pg 1/6 26.50
Shelby Cnty Judge of Probate, AL
02/06/2004 08:35:00 FILED/CERTIFIED

STATE OF ALABAMA }
COUNTY OF Shelby }
TAX ID # _____

W.E. No. 61700-00-0062-100
Parcel No. 70122234
Transformer No. _____

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

A. GRANT KNOW ALL MEN BY THESE PRESENTS, That The Barber Companies, Inc.

as grantor(s), (the "Grantor", whether one or more) for and in consideration of One and No/100 Dollars (\$1.00), and other good and valuable consideration, to Grantor in hand paid 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 and designated in Section B below.

B. RIGHTS The easements, rights and privileges granted hereby are as follows:

attached hereto

1. ~~Overhead and/or Underground.~~ The right from time to time to construct, install, operate and maintain, ~~upon, over, under and across~~ the Property described in Section C below, along a route to be selected by the Company which is generally shown on the Company's final location drawing (which shows the general location of underground Facilities, if any, by cross-hatching indicating an area not greater than ten feet (10') in width), all ~~poles, towers, wires, conduits, fiber optics cables, 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 also the right to clear and keep clear a strip of land extending five feet (5') to either side of the center line of underground Facilities and fifteen feet (15') to either side of the center line of overhead Facilities; further, the right in the future to install and utilize intermediate poles in line for overhead Facilities and the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the thirty foot (30') strip for overhead Facilities that, in the sole opinion of the Company, might now or may hereafter endanger, interfere with or fall upon any of the overhead Facilities.~~

~~the company shall have~~

however, the company shall not have

2. **Line Clearing.** The right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs that, in the sole opinion of the Company, might now or may hereafter endanger, interfere with or fall upon the electric transmission or distribution lines, ~~poles, towers or other Facilities now or hereafter located adjacent to the Property described in Section C below along a route to be selected by the Company generally shown on the Company's final location drawing, and also the right to clear and keep clear all trees, undergrowth, and other obstructions on property in which Grantor has an interest within fifteen feet (15') of the center line of the lines of such poles, towers or other Facilities.~~

underground facilities

five feet (5')

3. ~~Guy Wires and Anchors.~~ The right to implant, install and maintain anchor(s) of concrete, metal or other material on and under the Property described in Section C below, and to construct, extend and maintain guy wires from such anchor(s) to structures now or hereafter erected adjacent to such Property or property adjacent thereto (collectively, "Guy Wire Facilities") along a route to be selected by the Company generally shown on the Company's final location drawing; and ~~also the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs that, in the sole opinion of the Company, might now or may hereafter endanger, interfere with or fall upon any of the Guy Wire 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 ~~Guy Wire 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 and ~~Guy Wire Facilities~~, as applicable.

ADDENDUM ATTACHED

C. **PROPERTY DESCRIPTION** 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 NE1/4 of the SW1/4 of Section 27, Township 19 South, Range 1 West as is recorded in Deed Record 1999/5139 in the office of the Judge of Probate of Shelby County, Alabama. See Exhibit "A" attached hereto for a job sketch and Exhibit "B" attached hereto for a legal description of the lease tract and the ingress/egress easement. *

D. **ADDITIONAL PROVISIONS.** In the event it becomes necessary or desirable for the Company 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. 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 ^{it's} ~~has~~ set his/her hand(s) and seal(s) this the April day of 2001.

Witness

(Grantor)

The Barber Companies, Inc.

(Grantor)

By: M. A.

Corporate Secretary

Witness

Form 5-40046 Rev. 2/00

* It is understood the legal description on attached Exhibit B is the legal description for the entire parcel, not the easement. The 15' wide easement is depicted on Exhibit A as the "hatched" area.

L/C: 001-0398
CHELSEA, AL

440046

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 corporation) or WITNESS:

By: _____
Its: _____
(Grantor - Name of Corporation/Partnership/LLC)
By: _____ (SEAL)
Its: _____
[indicate President, General Partner, Member, etc.]

INDIVIDUAL NOTARIES

STATE OF ALABAMA }
COUNTY OF _____ }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that _____
whose name(s) 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 executed the same voluntarily, on the day the same bears date.
Given under my hand and official seal this the _____ day of _____.

[SEAL] Notary Public
My commission expires: _____

STATE OF ALABAMA }
COUNTY OF _____ }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that _____
whose name(s) 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 executed the same voluntarily, on the day the same bears date.
Given under my hand and official seal this the _____ day of _____.

[SEAL] Notary Public
My commission expires: _____

TRUSTEE/CORPORATION/PARTNERSHIP/LLC NOTARY

STATE OF ALABAMA }
COUNTY OF Shelby }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that James N. Hicks
whose name as Corporate Secretary of The Barber Companies, Inc
a Alabama Corporation [as _____]
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 Secretary and with full authority, executed the same voluntarily for and
as the act of said Corporation [acting in such capacity as aforesaid].
Given under my hand and official seal, this the 25th day of April, 2001.

[SEAL] Suzanne Thrasher
Notary Public
My commission expires: 11/14/04

For Alabama Power Company Corporate Real Estate Department Use Only

All facilities on Grantor: _____ Station to Station: _____

ACKNOWLEDGEMENT AND CONSENT

McDonald's Corporation, a Delaware Corporation, to the extent of its interest as Lessee, does hereby consent to the grant of the foregoing Easement granted by The Barber Companies, Inc. to Alabama Power Company on the 1st day of April, 2001. Acknowledged and Agreed to the 23rd day of July, 2003.

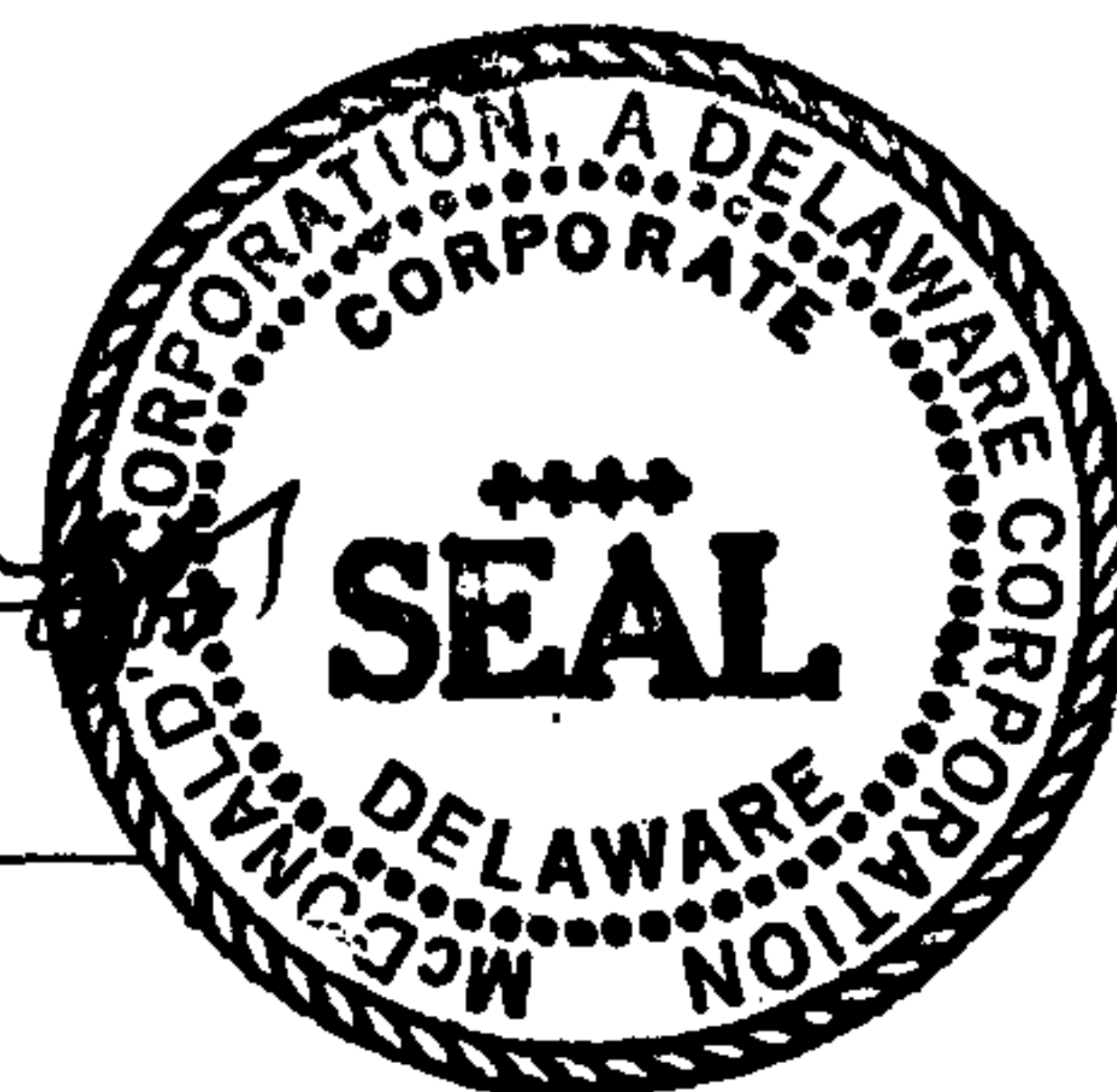
Lessee:

By:

Haydee Olinger

Its:

Managing Counsel



STATE OF ILLINOIS)

DUPAGE COUNTY)

I, the undersigned, a Notary Public, in and for said County, I said State, hereby certify that Haydee Olinger, whose name as Managing Counsel of McDonald's Corporation, is signed to the foregoing document, and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, 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 23rd day of July, 2003.

Notary Public

Jetaun R. Trotter

My Commission Expires: March 6, 2007

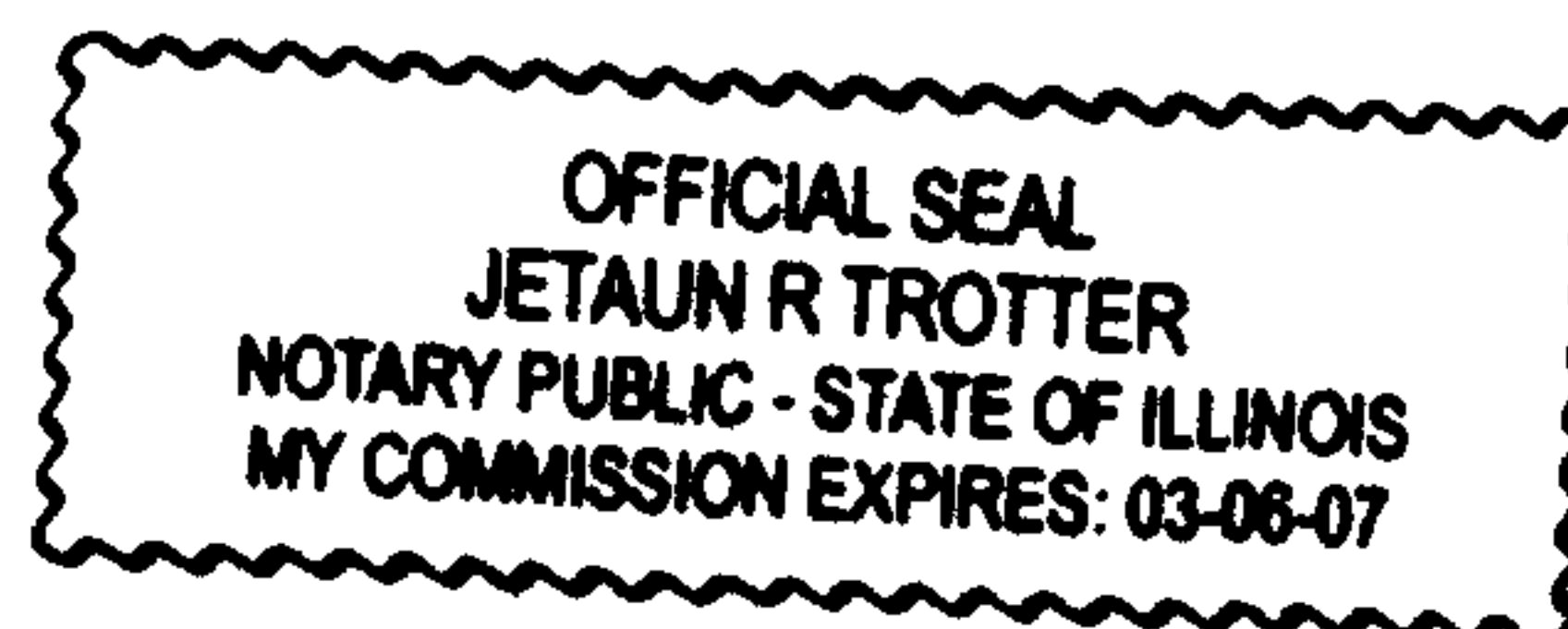


EXHIBIT "B"
TO
MEMORANDUM OF LEASE

The specific legal description of the leased premises is set forth as follows:

LEASE TRACT

ALL THAT TRACT OR PARCEL OF LAND SITUATED AND LYING IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 1 WEST, CITY OF CHELSEA, SHELBY COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA; THENCE, NORTH 09°29'37" WEST, A DISTANCE OF 2,092.25 FEET, TO AN "X" SCRIBED IN CONCRETE ON THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. ROUTE 280(VARIABLE WIDTH RIGHT-OF-WAY); THENCE, NORTH 10°37'01" WEST, LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF U.S. ROUTE 280, A DISTANCE OF 27.63 FEET TO A 1/2" REBAR AND CAP SET; THENCE, SOUTH 79°21'26" WEST, PARALLEL WITH SAID NORTHERLY RIGHT-OF-WAY LINE OF U.S. ROUTE 280, A DISTANCE OF 149.98 FEET TO A 1/2" REBAR AND CAP SET; THENCE, NORTH 10°38'27" WEST, A DISTANCE OF 237.48 FEET TO A PIN AND CAP FOUND ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 280(CHESSER DRIVE)(80' R/W); THENCE, NORTH 77°06'58" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 280, A DISTANCE OF 150.20 FEET TO A 1/2" REBAR FOUND; THENCE, SOUTH 10°37'01" EAST, LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 280, A DISTANCE OF 243.36 FEET TO THE POINT OF BEGINNING AND CONTAINING 36,071 SQUARE FEET OR 0.83 ACRE OF LAND, MORE OR LESS, AS SHOWN ON A LEASE AND TOPOGRAPHIC SURVEY FOR McDONALD'S CORPORATION, PREPARED BY DONALDSON, GARRETT AND ASSOCIATES, INC., DATED JULY 24, 2000. LAST REVISED AUGUST 30, 2000. ✕

**LEGAL DESCRIPTION
INGRESS/EGRESS EASEMENT**

ALL THAT TRACT OR PARCEL OF LAND SITUATED AND LYING IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 1 WEST, CITY OF CHELSEA, SHELBY COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA; THENCE, NORTH 09°29'37" WEST, A DISTANCE OF 2,092.25 FEET TO AN "X" SCRIBED IN CONCRETE ON THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. ROUTE 280(VARIABLE WIDTH RIGHT-OF-WAY) AT THE POINT OF BEGINNING; THENCE, SOUTH 79°21'26" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF U.S. ROUTE 280, A DISTANCE OF 149.97 FEET TO A PIN AND CAP FOUND; THENCE, NORTH 10°38'27" WEST, LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF U.S. ROUTE 280, A DISTANCE OF 27.63 FEET TO A 1/2" REBAR AND CAP SET; THENCE, NORTH 79°21'26" EAST, PARALLEL WITH SAID NORTHERLY RIGHT-OF-WAY LINE OF U.S. ROUTE 280, A DISTANCE OF 149.98 FEET TO A 1/2" REBAR AND CAP SET; THENCE, SOUTH 10°37'01" EAST, A DISTANCE OF 27.63 FEET TO THE POINT OF BEGINNING AND CONTAINING 4,144 SQUARE FEET OR 0.09 ACRE OF LAND, MORE OR LESS, AS SHOWN ON A LEASE AND TOPOGRAPHIC SURVEY FOR McDONALD'S CORPORATION, PREPARED BY DONALDSON, GARRETT AND ASSOCIATES, INC., DATED JULY 24, 2000. LAST REVISED AUGUST 30, 2000. ✕

✕ It is understood this legal description is for the entire parcel - not the easement. The fifteen foot (15') wide easement is located on this parcel and is depicted on Exhibit A as the "hatched" area.

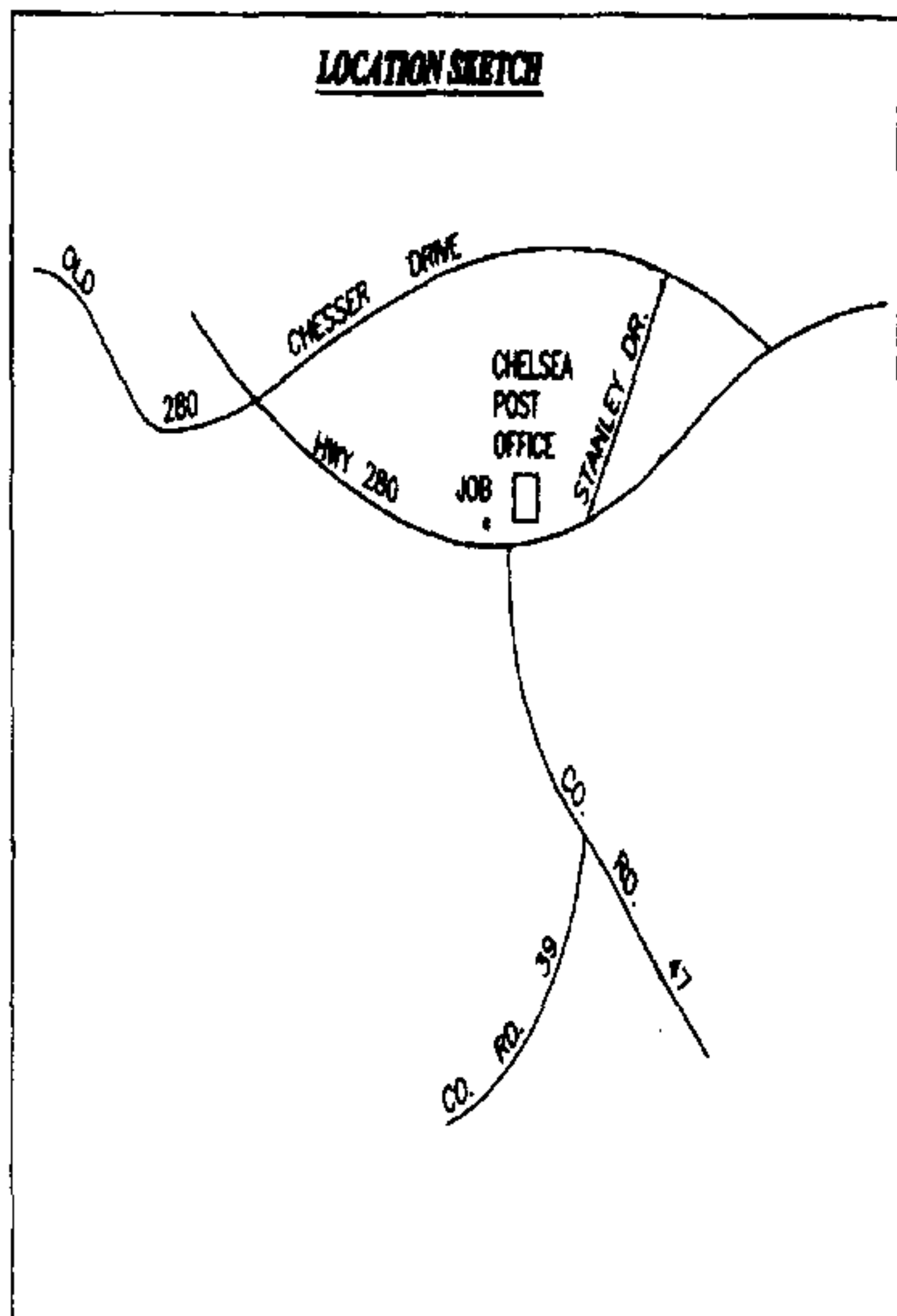
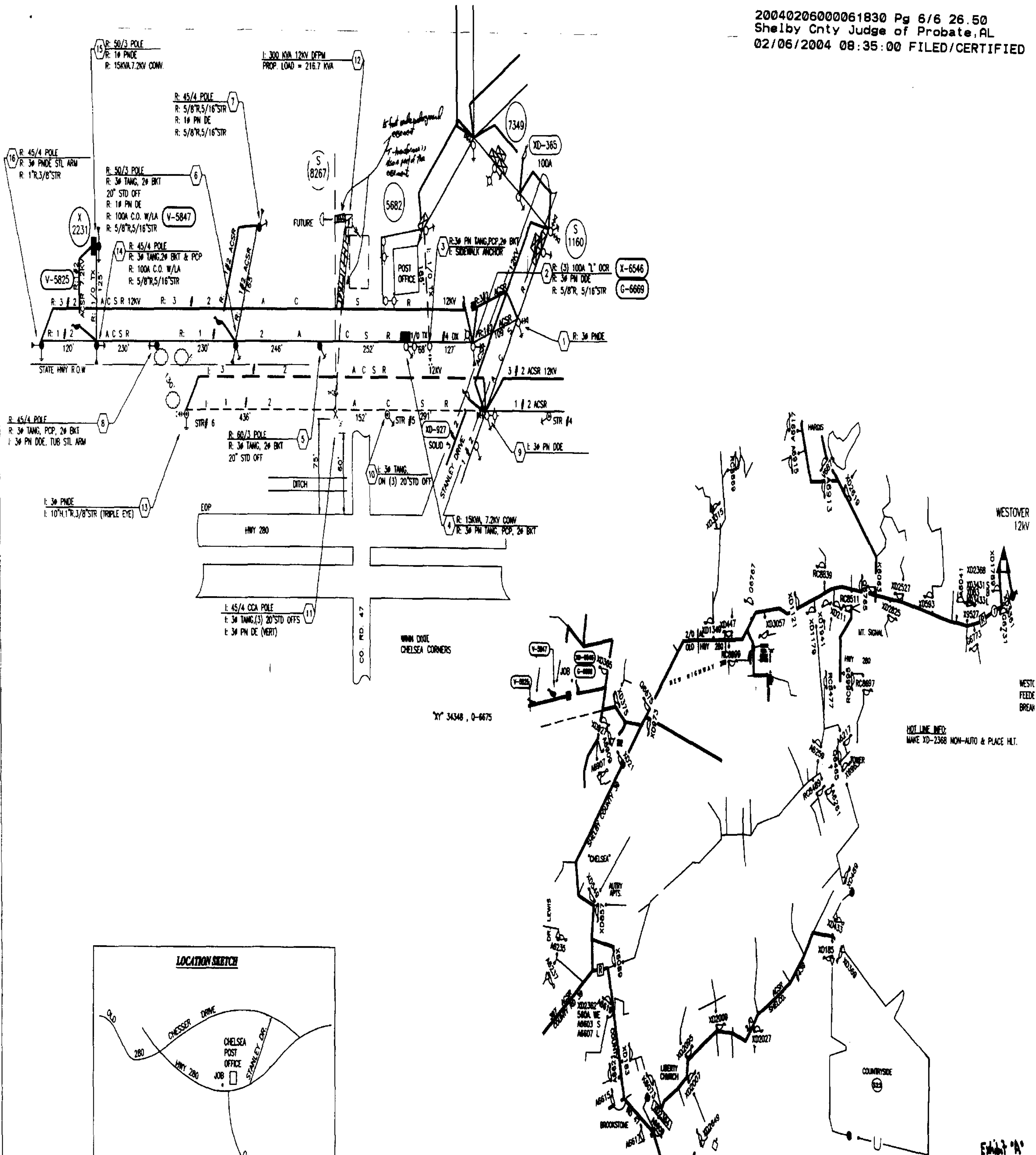
Chelsea, AL
Highway 280 S.
L/C: 001-0398

ADDENDUM

As a condition of granting this Easement, ALABAMA POWER COMPANY ("Grantee") agrees to the following covenants, which are hereby made a part of this Easement:

1. Grantee agrees to keep the utility line(s) in good repair and further agrees to maintain its installations on the Premises at its sole cost.
2. Grantee shall perform the construction, repair and maintenance of its installations ("Grantee's Work") in such a manner so as to not unduly disrupt the operation of the McDonald's restaurant on the Premises.
3. Grantee agrees to restore the Premises, at its sole cost, to the same or similar condition which existed prior to the commencement of Grantee's Work.

EXHIBIT A



0 NTS
 PLAN SCALE

TOWN: CHESSEA COUNTY: SHELBY
 MAP REF: 61703 #6 SEC-27,TP-19S,R-1W

DRAWN BY ENGR. M. MCGAINNEY DATE 02/05/01

APPROVED DATE

REVISION 04/08/01 BY: JN

ALABAMA POWER CO

JOB SOUTH REGION DISTRIBUTION

DETAIL McDONALDS - 16758 HW

SCALE NTS PLOTTED

SHEET 1 OF 1 SHEETS

SUPERSEDES

C-61700