

EASEMENT - DISTRIBUTION FACILITIES
(Metes and Bounds)

TO BE RECORDED: YES X NO

This instrument prepared by:

STATE OF ALABAMA)

W.E. No. 61730-06-00108

Jeff J. Callicott

COUNTY OF SHELBY)

Parcel No. 70215469

Alabama Power Company

TAX ID # 10-9-30-0-001-004.044

Transformer No. S17075

P. O. Box 2641

Birmingham, Alabama 35291

A. GRANT KNOW ALL MEN BY THESE PRESENTS, That Valleydale Hospitality, LLC

as grantors (s), (the "Grantor", whether one or more) for and in consideration of One and No/100 (\$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:

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, indicating an area not greater than ten feet (10') in width), all poles, towers, wires, conduits, fiber optics, cables, 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 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.
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.
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.

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"):

Lot 2C, according to a Resurvey of Lot 2, an Amendment to Resurvey of an Amendment to The Concourse at Riverchase, as is recorded in Map Book 36, Page 91, in the office of the Judge of Probate, Shelby County, Alabama. (SW1/4 of the NE1/4 of Section 30, Township 19 South, Range 2 West)

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(s) has/have set his/her/their hand(s) and seal(s) this the 30TH day of OCTOBER, 2008.

Witness _____ (Grantor) _____ (SEAL)

Witness _____ Valleydale Hospitality, LLC _____ (SEAL)
(Grantor)

Witness _____ By: _____ (SEAL)
As: Manager



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Shelby Cnty Judge of Probate, AL
11/21/2008 01:44:47PM FILED/CERT

70215469

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:

(Grantor - Name of Corporation/Partnership/LLC)

By: _____
Its: _____

By: _____ (SEAL)
Its: _____

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

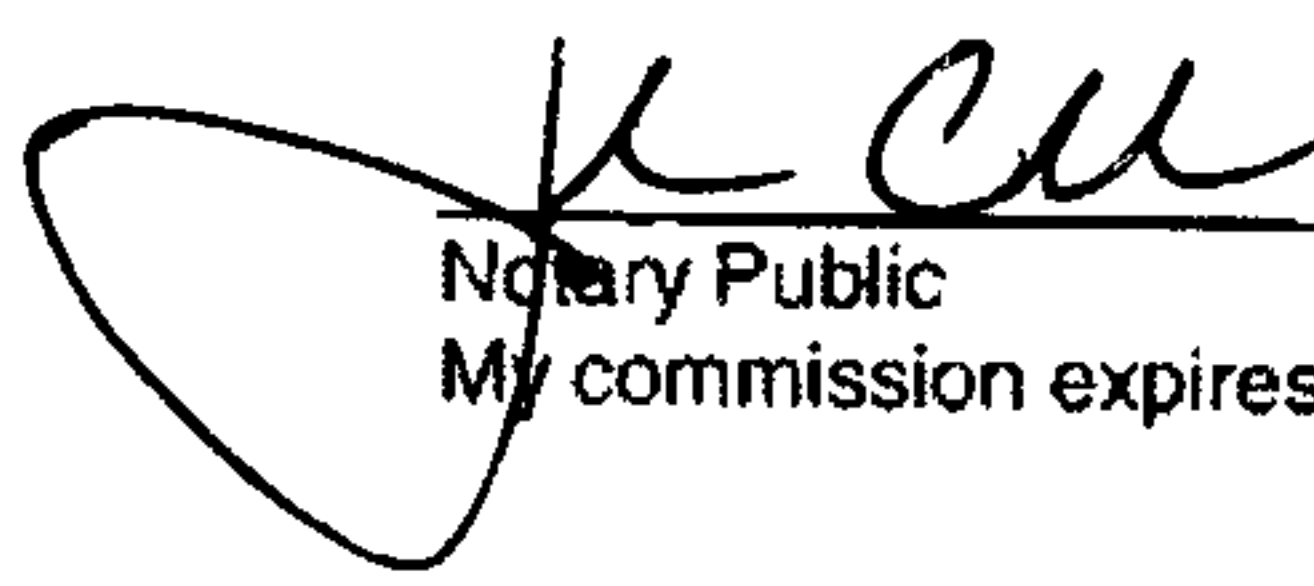
INDIVIDUAL NOTARIES

STATE OF ALABAMA)
COUNTY OF TUSCALOOSA)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that MAYUR DESAI
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 30TH day of OCTOBER, 2008.

[SEAL]


Notary Public
My commission expires: _____

MY COMMISSION EXPIRES JULY 24, 2011

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 _____)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that _____
whose name as _____ of Valleydale Hospitality, LLC
a _____ [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 _____ 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 _____, _____.


[SEAL]

Notary Public
My commission expires: _____

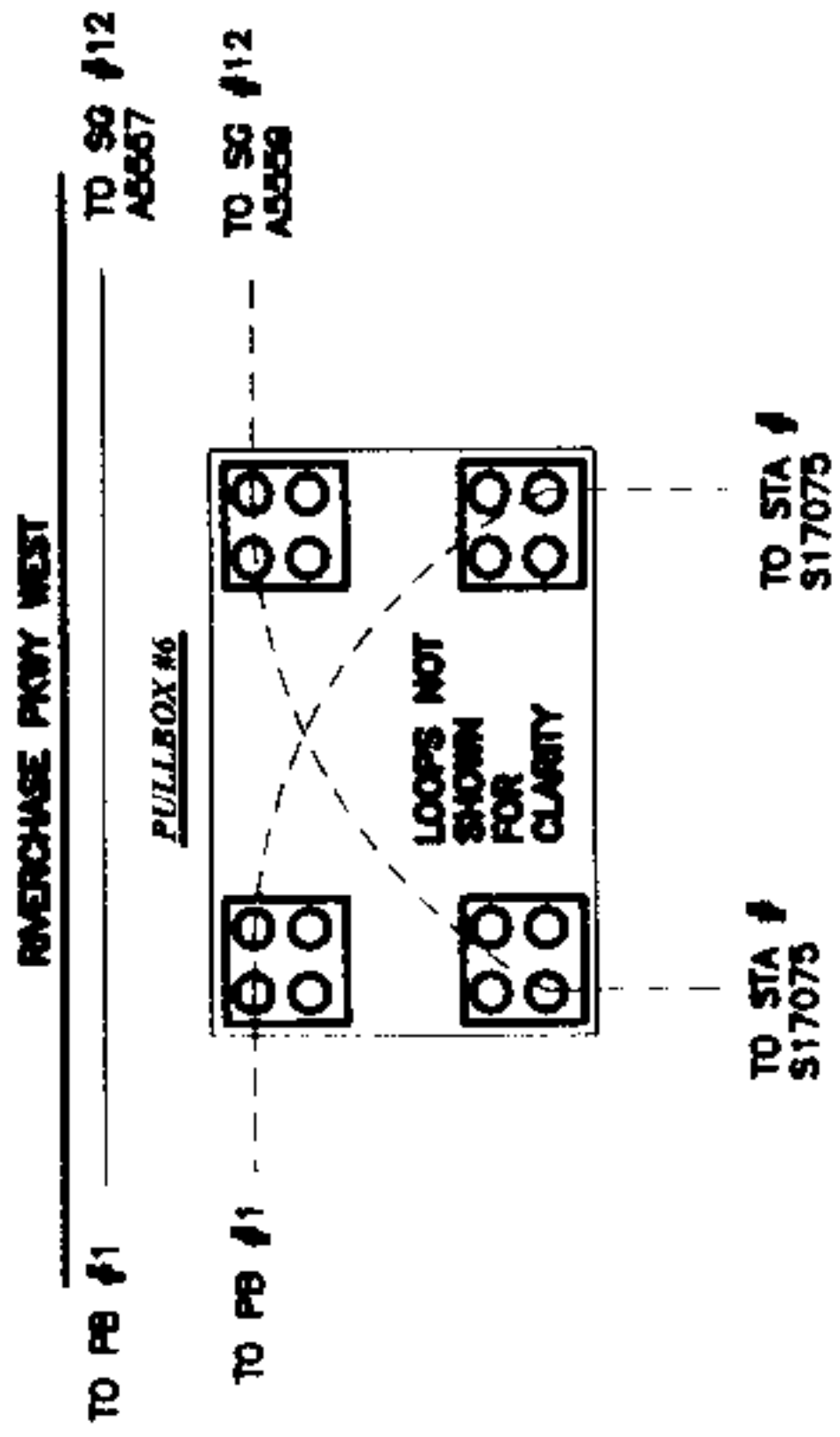
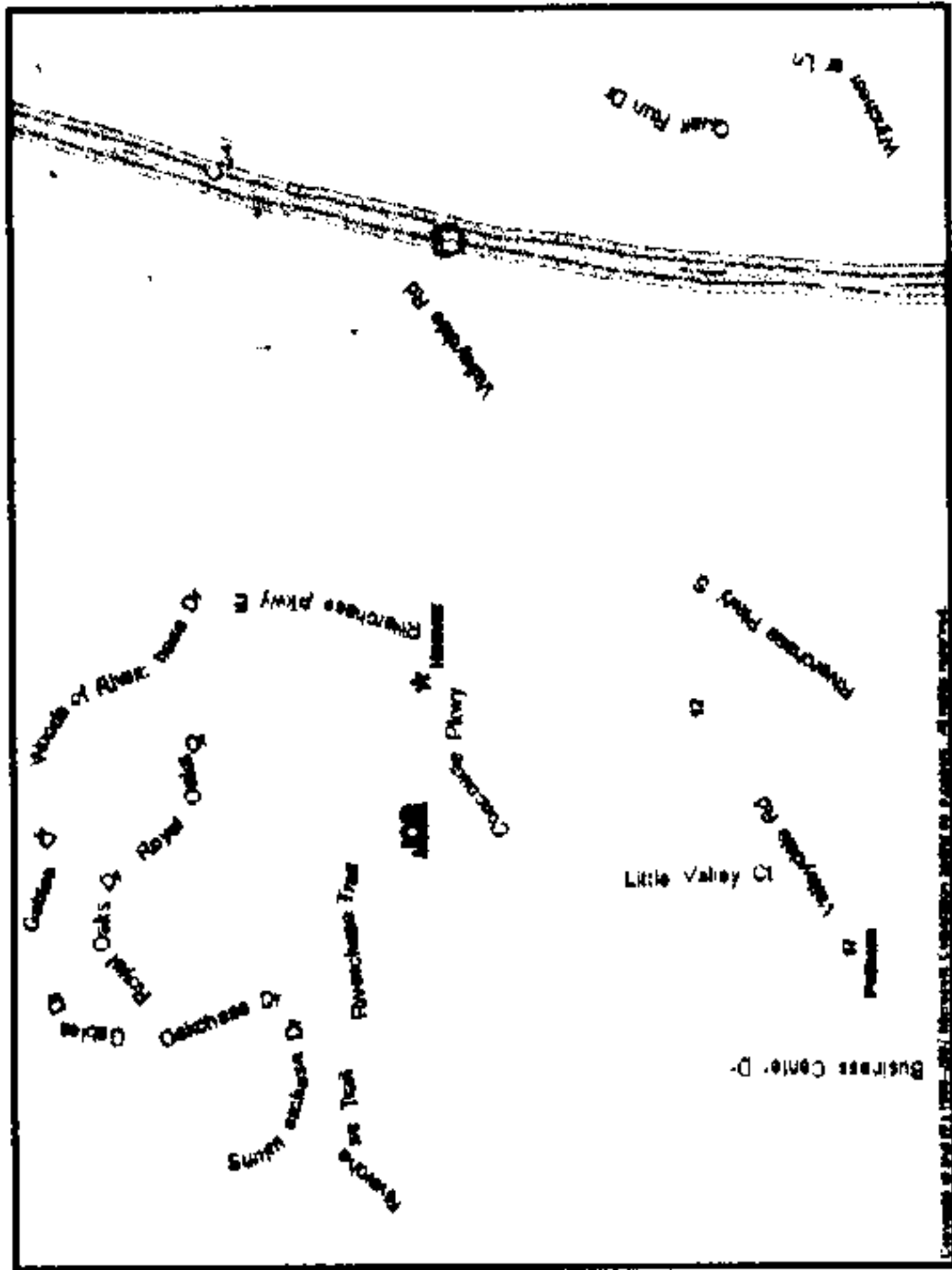
For Alabama Power Company Corporate Real Estate Department Use Only

All facilities on Grantor: X

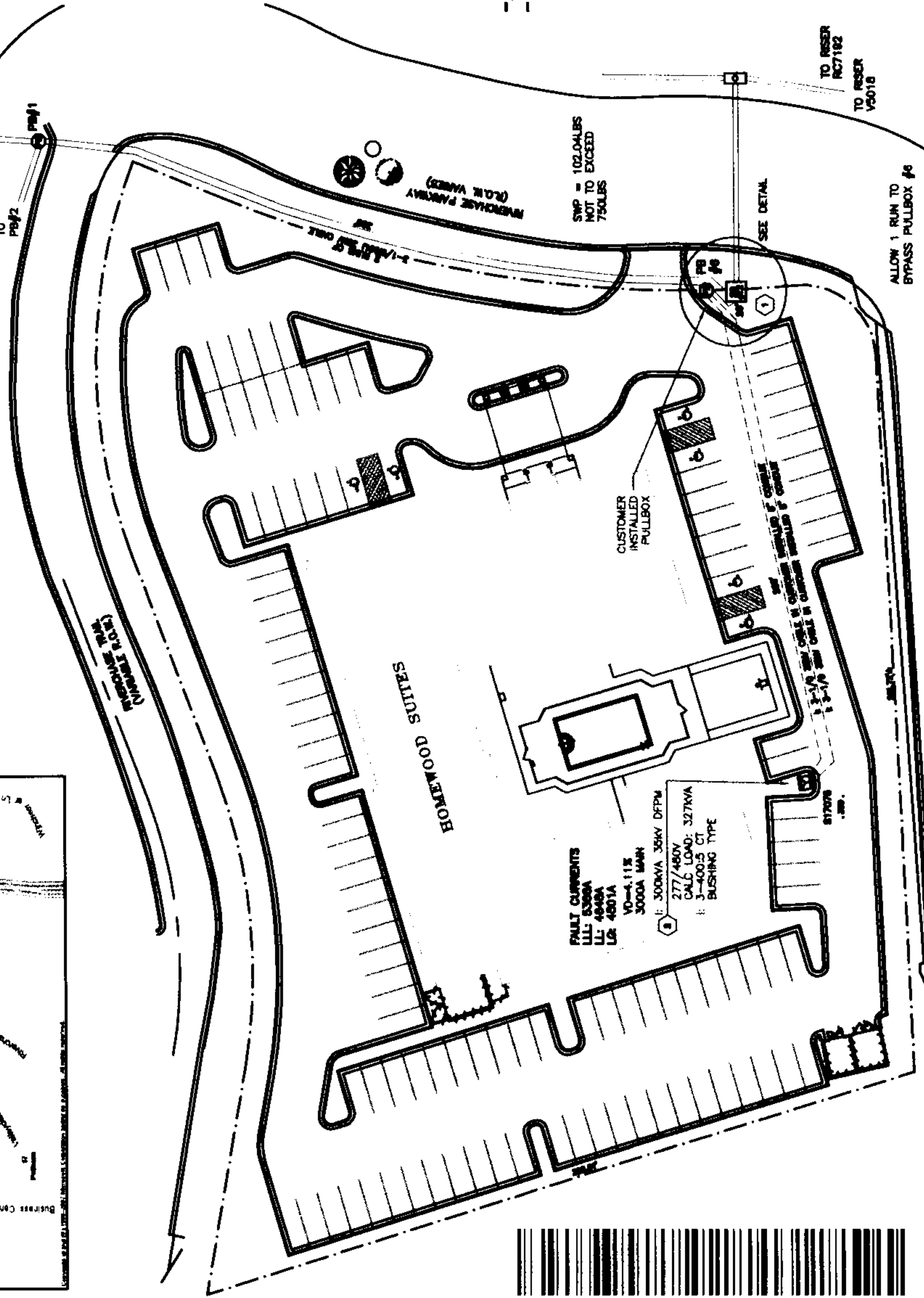
Station to Station: _____


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Shelby Cnty Judge of Probate, AL
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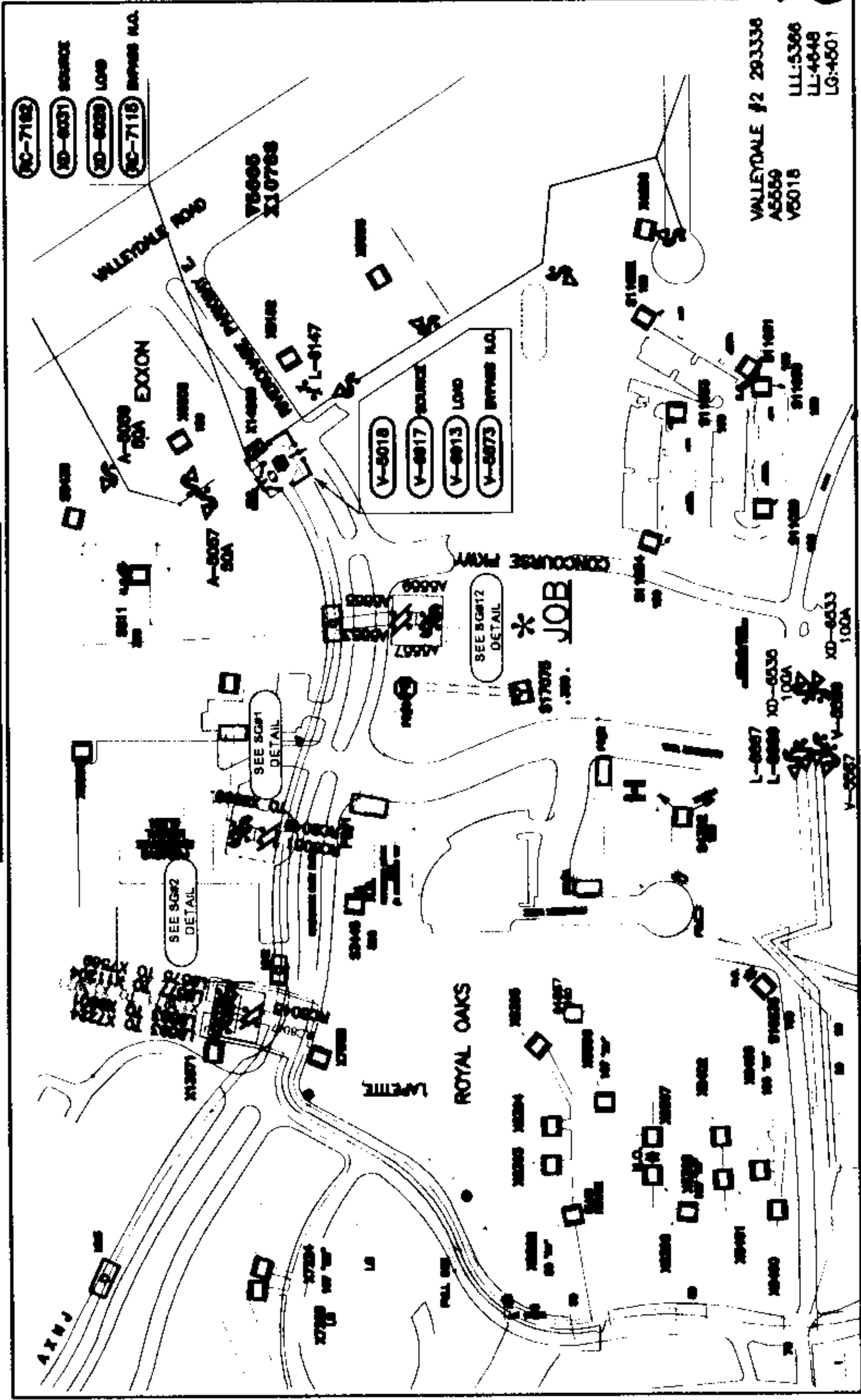
LOCATION SKETCH



N.O. STA# S3445
TO STA# S3445

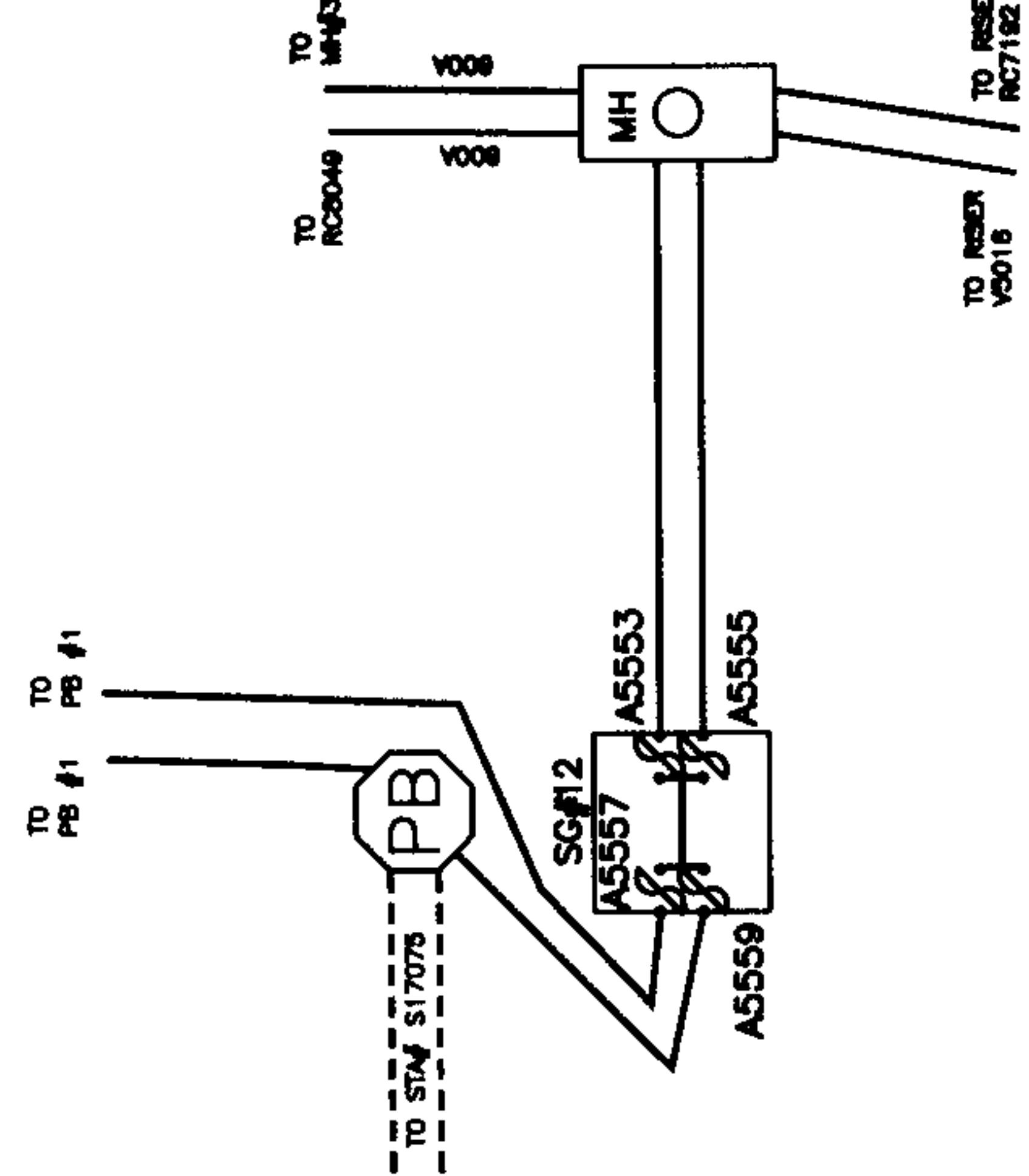


SECTIONALIZING SKETCH



08/15/07
MISS ALL TICKET #

DONNY VINES: VINES@208BELL.SOUTH.NET
256.347.7818 (CELL)
985.2012 (PHONE)
817.30-00-00336
ALABAMA POWER COMPANY
CINDY: 228.308.5108



- NOTE:
1. CUSTOMER TO INSTALL 5" SCHEDULE 40 CONDUIT WITH BENDS UNDER 42" COVER.
 2. CUSTOMER TO PROVIDE AND INSTALL PULLBOX.
 3. JOB ESTIMATED BY PULLING CABLE BACK TO PULLBOX #1 AND ADDING NEW CABLE FROM SWITCHGEAR TO NEW PULLBOX.

FOR ENERGIZED LINE WORK
OBTAIN HL WORK PERMITS @ : A5559
SUBSTATION: VALLEYDALE D.S.
FEEDER: 2 BREAKER: 293336

CONSTRUCTION COMPLETE:

DATE:

ANY CONSTRUCTION FIELD CHANGES ARE SHOWN IN RED ON THIS PRINT.

ALABAMA POWER COMPANY

JOB: METRO SOUTH - PATTON CHAPEL
DETAIL: HOMESIDE SUITES
121 RIVERCHASE PKWY E
SCALE: 1" = 30' PLOTTED: 08-17-08
SHEET 1 OF 1 SHEETS
SUPERVISOR: C-61730-08-00108

TOWN: BRIMMINGHAM
COUNTY: SHELBY
SEC: 30, TP-19S, R-2W
MAP REF:
ENGINEER: BRONWYN HARLAND
RADIO #12312
DATE: 08/17/08
APPROVED: 08/17/08
DATE: 08/17/08

REVISIONS:
REVISED: 08/17/08 SALM
REVISED: 08/16/08 SALM
REVISED: 08/12/08 SALM
REVISED: 08/11/08 SALM

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