

EASEMENT DISTRIBUTION FACILITIES  
(Metes and Bounds)

TO BE RECORDED: YES ☒ NO ☐

This instrument prepared by:

STATE OF ALABAMA }  
COUNTY OF Shelby }  
TAX ID # \_\_\_\_\_

W.E. No. 61700-00-0287-800  
Parcel No. 70217127  
Transformer No. \_\_\_\_\_

Larry D. Smith  
Alabama Power Company  
P. O. Box 2641  
Birmingham, Alabama 35291

A. GRANT KNOW ALL MEN BY THESE PRESENTS, That Shelby West Industrial Enterprises II, LLC

s 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 aid 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:

- 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 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.
- 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.
- 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"):

See EXHIBIT "A" attached hereto and made a Part hereof for  
a legal description of the property involved.

  
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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 29 day of October, 2008.

Witness

(Grantor)

Shelby West Industrial Enterprises II, LLC (SEAL)

Witness

(Grantor)

By:

As:

MANAGER

Witness

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: \_\_\_\_\_ (Grantor - Name of Corporation/Partnership/LLC)  
Its: \_\_\_\_\_ (SEAL)  
[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: \_\_\_\_\_

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TRUSTEE/CORPORATION/PARTNERSHIP/LLC NOTARY

STATE OF ALABAMA }  
COUNTY OF JEFFERSON }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that MARC A EASON whose name as MANAGER of SHELBY WEST INDUSTRIAL ENTERPRISES II, a LLC ALABAMA LIMITED LIABILITY CORP MANAGER 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 MANAGER and with full authority, executed the same voluntarily for and as the act of said MANAGER [acting in such capacity as aforesaid].

Given under my hand and official seal, this the 29th day of October, 2008.

[SEAL]

Alanna Calley  
Notary Public  
My commission expires: \_\_\_\_\_

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Sept 15, 2012  
BONDED thru NOTARY PUBLIC UNDERWRITERS

For Alabama Power Company Corporate Real Estate Department Use Only

All facilities on Grantor: X Station to Station: \_\_\_\_\_

Shelby County, AL 12/18/2008  
State of Alabama

70217127

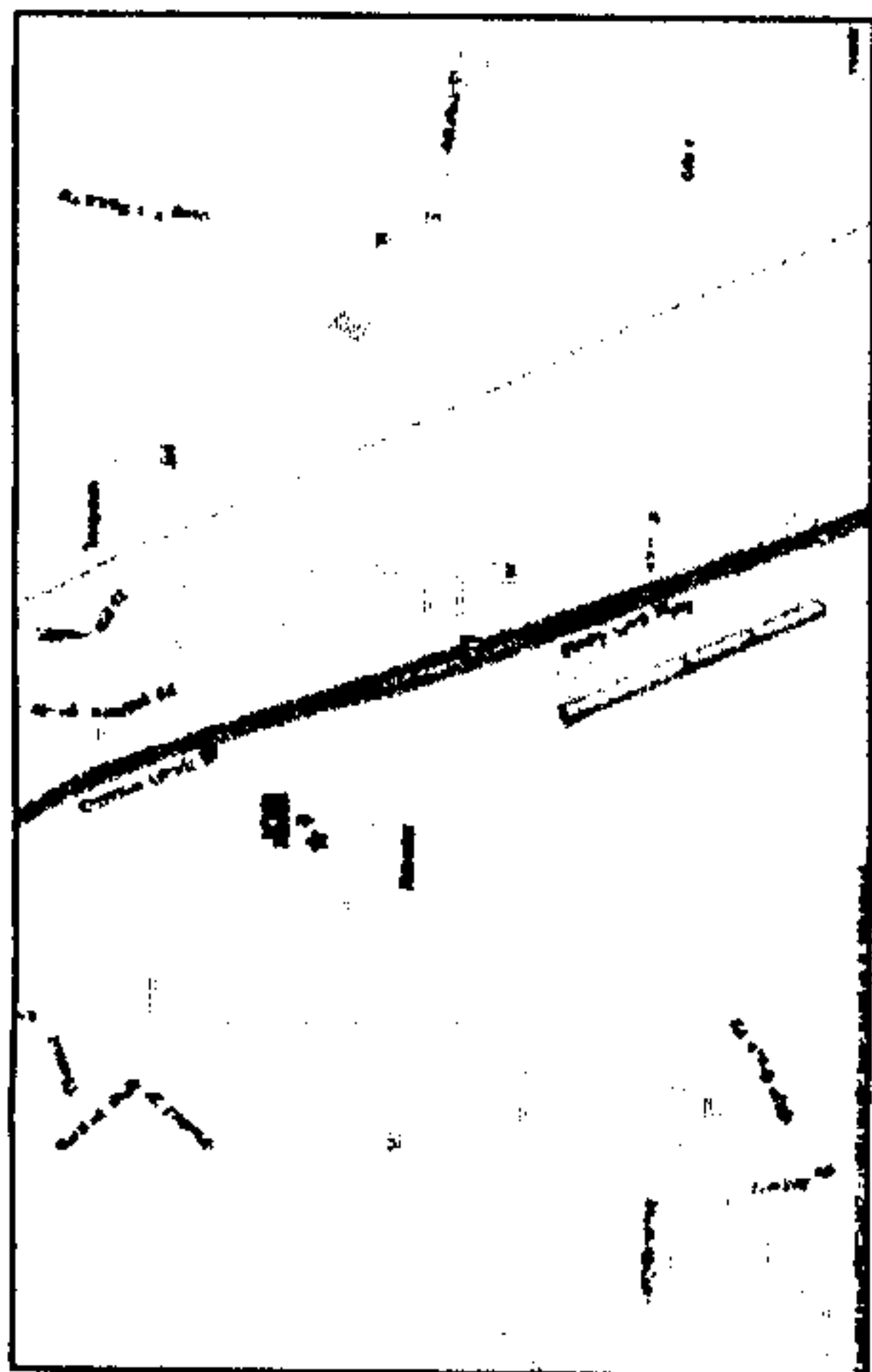
EXHIBIT "A"

Site 7B, according to the Map of a re-subdivision of Site 7A, as recorded in Map Book 35, Page 31, being a Resurvey of Sites 5A and 7A (A Resurvey of Part of Sites 4,5,6A and 7, being a Resurvey of Site 6 and Lot 1-A-1-A-1, Shelby West Corporate Park), as recorded in Map Book 29, Page 111, in the Probate Office of Shelby County, Alabama. Situated in Shelby County, Alabama.



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**HOLZ'S HOUTROOT**

FOR ENERGIZED LINE WORK:  
OBTAIN HL. WORK PERMIT'S @ : \_\_\_\_\_ A  
XAS4 YPRGSR  
SUBSTATION: \_\_\_\_\_ LONGVIEW: \_\_\_\_\_ D.S.  
FEEDER: 2 BREAKER: 4816

**NOTE:**

CUSTOMER TO:  
1: 400' OF 5" SCH 40 PVC FROM THE POLE UP TO THE  
PARKING LOT OF JASPER ENGINES.  
LEAVING 20' OF OPEN TRENCH AT THE EDGE OF THE  
PARKING LOT TO TIE NEW CONDUIT TO THE OLD CONDUIT.  
ALSO, INSTALL PULL STRING IN NEW SECTION OF CONDUIT.  
ALL CONDUIT MUST HAVE 42" OF COVER.

CONSTRUCTION COMPLETE:

DATE:

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

**AUTOMATED ORDERING - TAKE NO MORE REVENUE**

**ALABAMA POWER COMPANY**

00 METRO SOUTH - VARNONS

ITALY BRASSFIELD & GORRIE  
175 ABINGDON

172-247-08

Page 1 of 1

1-800-00-02378

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## FLAN SCALE

COUNTY: SHELBY

SEC- 19.TP-21SR-2W

447-34617 0101 030

**DATE** 09/23/08

DATE \_\_\_\_\_

DATE \_\_\_\_\_

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DATE: 01/01/2001

REVISED: 00 20 00 SAM

**MTS 9032-00 DISCARD**

11/11/2019 11:11:11 AM

**ENGINEER: KE**  
**RADIO # 10341**

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LLL = 2733A
LG MAX = 1886A
LG MIN = 275.1A

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Warehouse  
154,440 S.F.



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