

EASEMENT - DISTRIBUTION FACILITIES

\$ 500.00

STATE OF ALABAMA }  
COUNTY OF SHELBY }

W.E. No. A6170-06-A310

APCO Parcel No. 70229995

Transformer No. 517580

This instrument prepared by: Jeff J. Callicott

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



20100817000263080 1/3 \$18.50  
Shelby Cnty Judge of Probate, AL  
08/17/2010 02:30:12 PM FILED/CERT

A. GRANT KNOW ALL MEN BY THESE PRESENTS, That Birmingham Hotels I, 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 selected by the Company which is generally shown on the Company's drawing, attached hereto and made a part hereof, (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 each side of the center line of underground Facilities and fifteen feet (15') to each 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 said route as selected by the Company generally shown on said 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 said route selected by the Company generally shown on said 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 1, of The Village at Lee Branch Sector 1 - Phase 3, as recorded in Plat Book 41, Page 95, and recorded in Deed Record  
20100129000029110, on January 29, 2010, in the office of the Judge of Probate, Shelby County, Alabama. (SE1/4 of the SW1/4 of  
Section 5, Township 19 South, Range 1 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 1st day of April, 20 10.

Witness

(Grantor) (SEAL)

Witness

Birmingham Hotels I, LLC (SEAL)  
(Grantor)

Witness

By: [Signature] (SEAL)

As:

PRES PHD HOTELS INC  
AS MANAGER BHI LLC

For Alabama Power Company Corporate Real Estate Department Use Only

All facilities on Grantor: Station to Station: Sta 4+00 to Sta 5+00

Shelby County, AL 08/17/2010



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.]

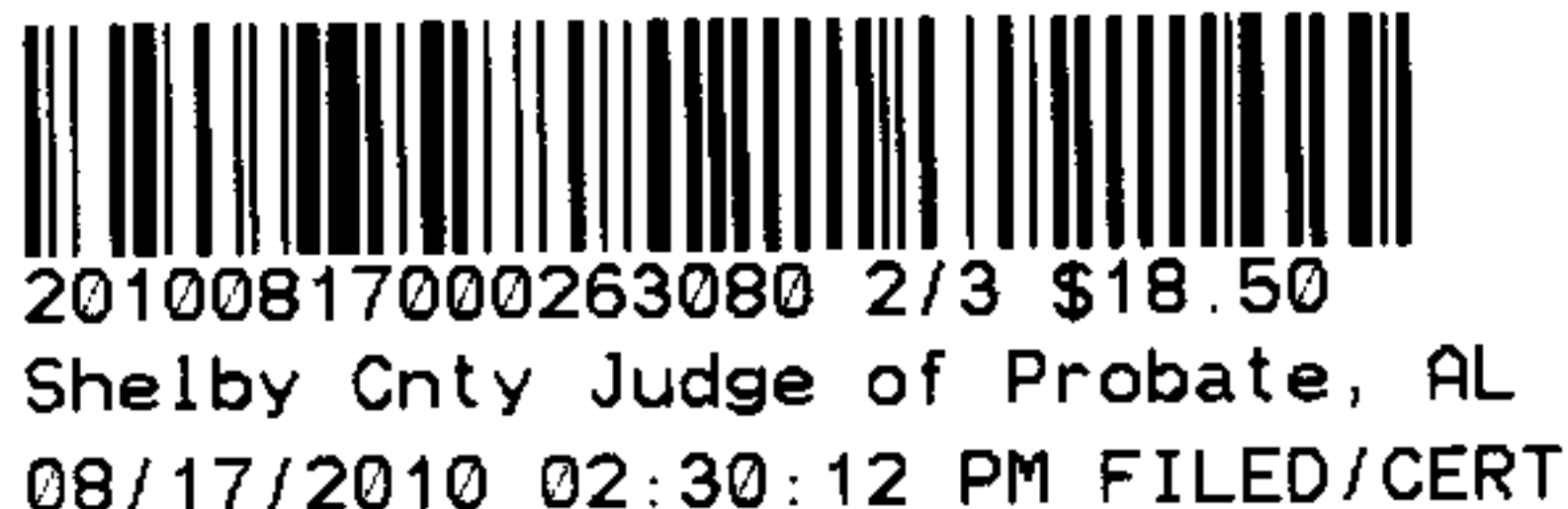
INDIVIDUAL NOTARIES

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

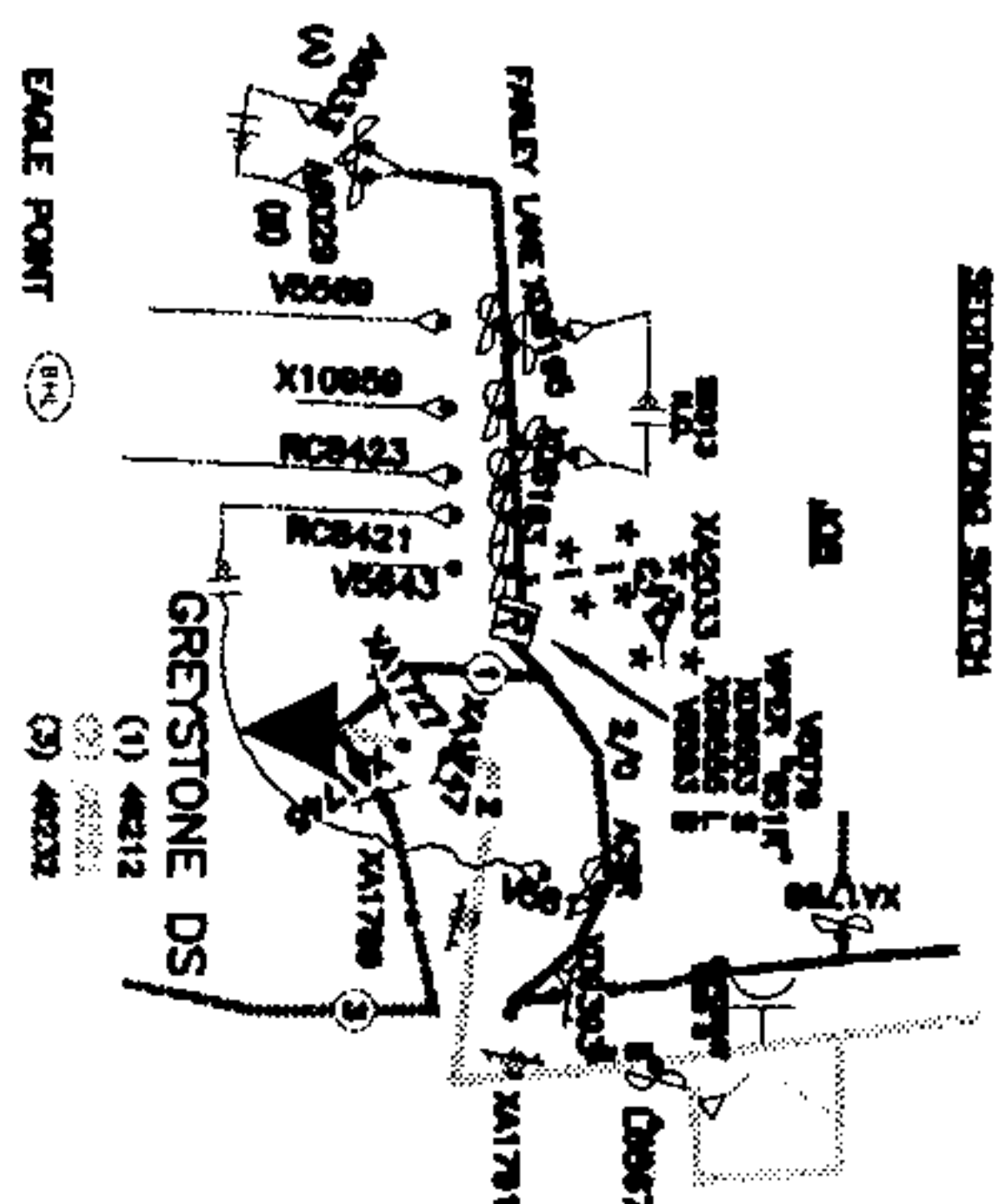
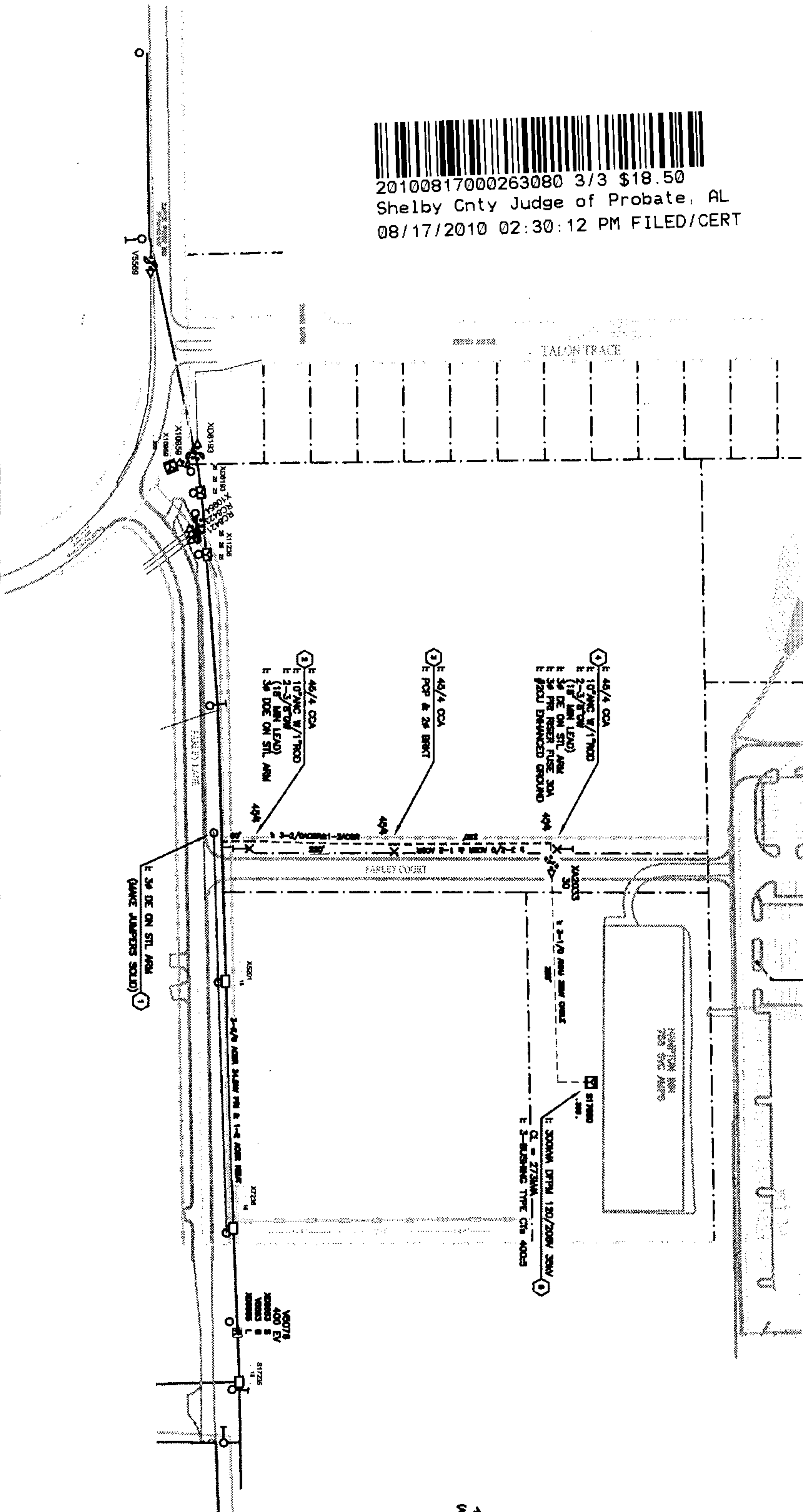
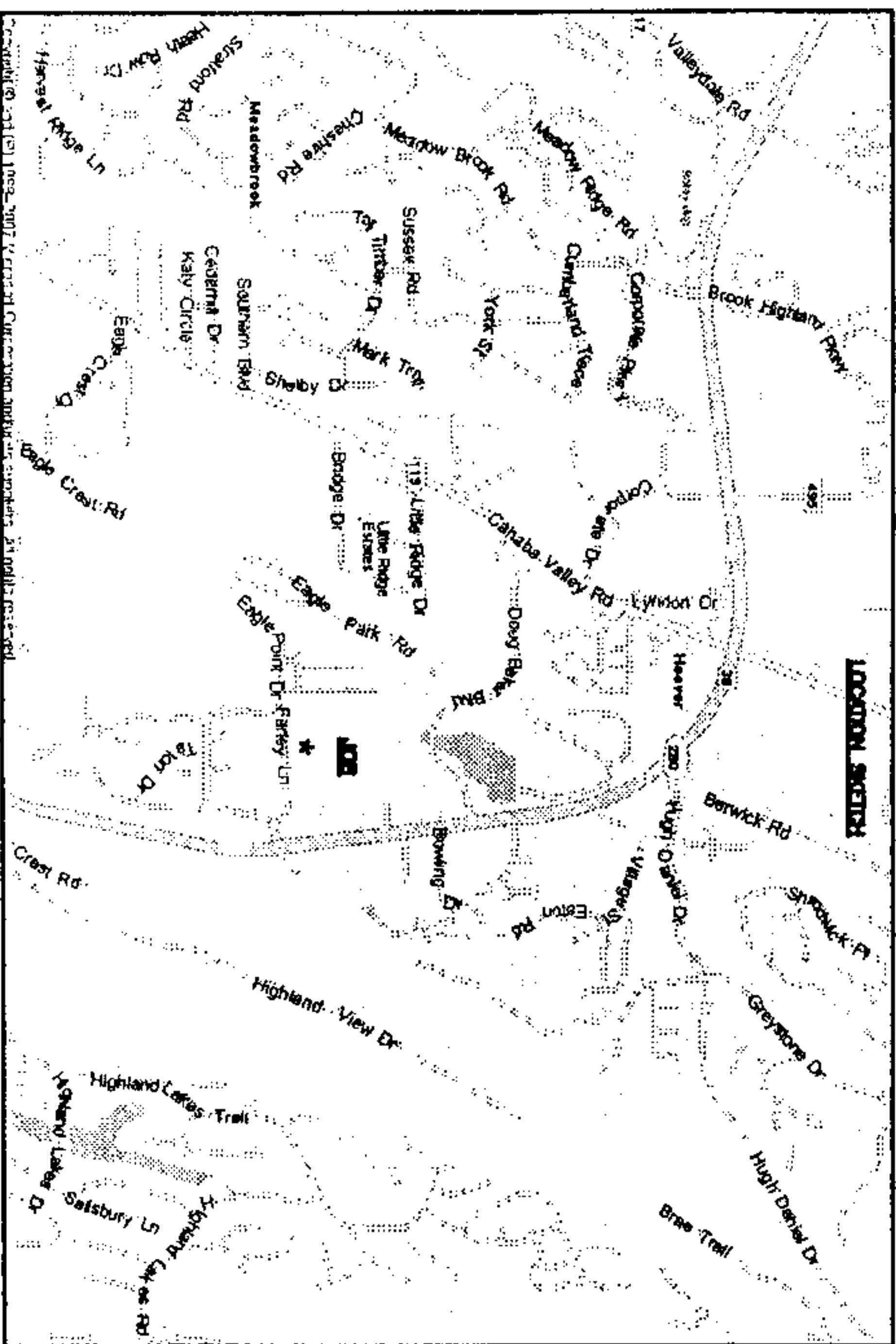
STATE OF ALABAMA }  
COUNTY OF Lee }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Thomas L Hunt Jr whose name as manager of Birmingham Hotels I, LLC a Alabama LLC, 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 1st day of April, 2010.

[SEAL]

Janet James Haley  
Notary Public  
My commission expires: July 23, 2011

20100817000263080 3/3 \$18.50  
Shelby Cnty Judge of Probate, AL  
08/17/2010 02:30:12 PM FILED/CERT



SHORT CIRCUIT = 6180 AMPS

FOR ENERGIZED LINE WORK  
OBTAIN THE WORK PERMITS @ : 12076  
SUBSTATION: GRETSTONE  
FEEDER: BREAKER: 48212

CONSTRUCTION COMPLETE:

DATE:

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

CONTACT: ELDORADO PERRY 404-471-0706

X-48212  
1/1/2005

ENGINEER: JOE FROST

DATE: 02/23/10

APPROVED:

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