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WE-A6170-18-AB10

Parcel-70237450

#500' 00

STATE OF ALABAMA )

:

COUNTY OF SHELBY )



20110216000054000 1/5 \$24.50  
Shelby Cnty Judge of Probate, AL  
02/16/2011 10:31:26 AM FILED/CERT

### EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Easement") is made and entered into as of the 18<sup>th</sup> day of NOVEMBER, 2010 by **DANIEL INVESTMENT PARTNERS, LLC**, a Delaware limited liability company ("Grantor"), in favor of **ALABAMA POWER COMPANY**, a corporation (the "Company").

### RECITALS:

Grantor is the owner of certain real property situated in the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 32, Township 17 South, Range 1 West, as reflected by instrument recorded as Instrument 20070222000081870 in the Office of the Judge of Probate of Shelby County, Alabama (the "Daniel Investment Property"). The Daniel Investment Property is also shown on the drawing attached hereto as Exhibit A and incorporated herein by reference.

Prior to its ownership of the Daniel Investment Property, the Daniel Investment Property was subjected to an easement in favor of the Company which has been recorded in Book 377, Page 441 in the Office of the Judge of Probate of Shelby County, Alabama (the "Prior Easement"). The Prior Easement granted to the Company an easement for the installation of overhead and underground power lines.

The Company has determined that it will need an additional easement from Grantor in order to clear, cut and remove trees and other underbrush which could interfere with the overhead utility lines constructed by the Company pursuant to the Prior Easement. Grantor desires to grant to the Company an additional easement for such clearing, which easement shall be within the area lying within twenty-five (25) feet of the northernmost property line of the Daniel Investment Property.

NOW, THEREFORE, in consideration of the sum of One Hundred and No/100 Dollars (\$100.00) and other good and valuable consideration paid to Grantor by Company, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to the Company a permanent, perpetual and non-exclusive easement over, across, through, under and upon a strip of land being twenty-five (25) feet in width running along the northernmost property line of the Daniel Investment Property, as more particularly shown on Exhibit A hereto (the "Clearing Easement Property"). The easement granted herein shall extend to and include the right of the Company to enter upon the Clearing Easement Property for the purposes of cutting, clearing, removing, and trimming any and all trees, undergrowth or other plant life within the Clearing Easement Property which could interfere with any of the overhead power lines constructed from time by the Company on or adjacent to the Easement Clearing Property pursuant to the Prior Easement.

Shelby County, AL 02/16/2011  
State of Alabama  
Deed Tax: \$.50

TO HAVE AND TO HOLD the same to the Company, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantor has caused this Easement Agreement to be executed as of the day and year first above written.

**DANIEL INVESTMENT PARTNERS, LLC,**  
a Delaware limited liability company

By: Daniel Management Corporation,  
an Alabama corporation, its Manager

By: Jim Adams  
Its: SVP



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STATE OF ALABAMA )

SHELBY COUNTY )

I, the undersigned, a notary public in and for said county in said state, hereby certify that Jim Adams, whose name as Vice President of **DANIEL MANAGEMENT CORPORATION**, an Alabama corporation, as the Manager of **DANIEL INVESTMENT PARTNERS, LLC**, a Delaware limited liability company, 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation in its capacity as Manager of the aforesaid limited liability company.

Given under my hand and official seal this 18<sup>th</sup> day of November, 2010.

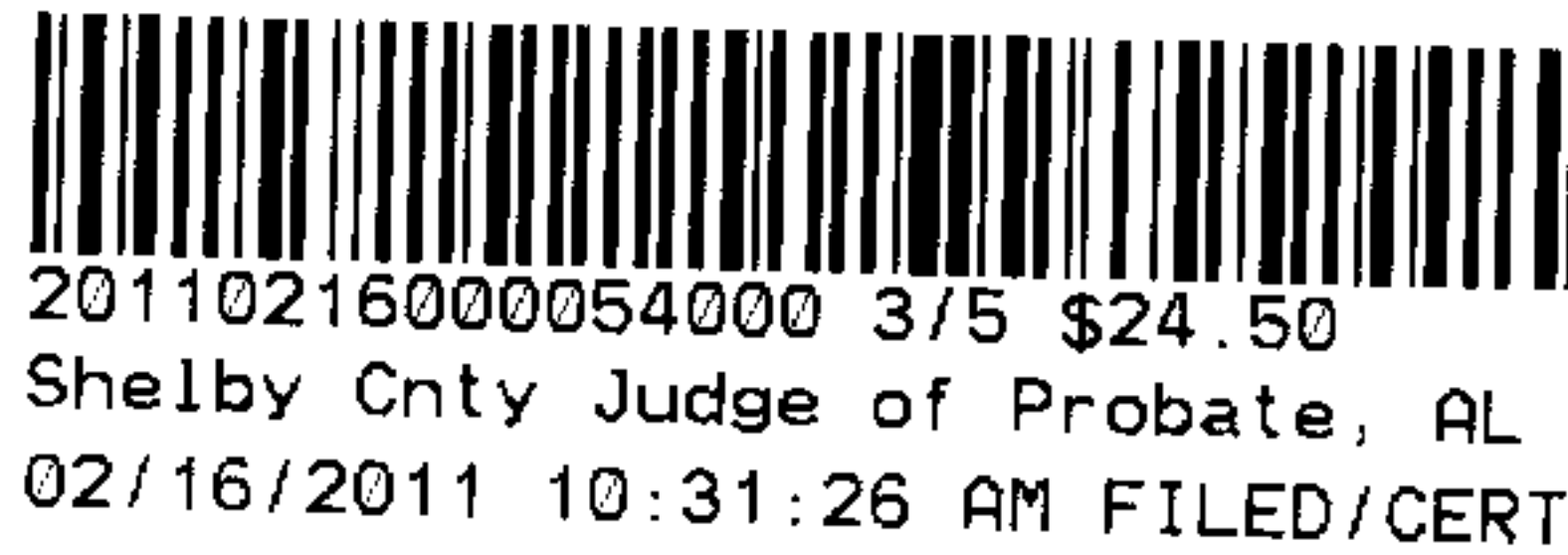
[NOTARIAL SEAL]

Cheri C. Intoria  
Notary Public  
My commission expires: March 3, 2012

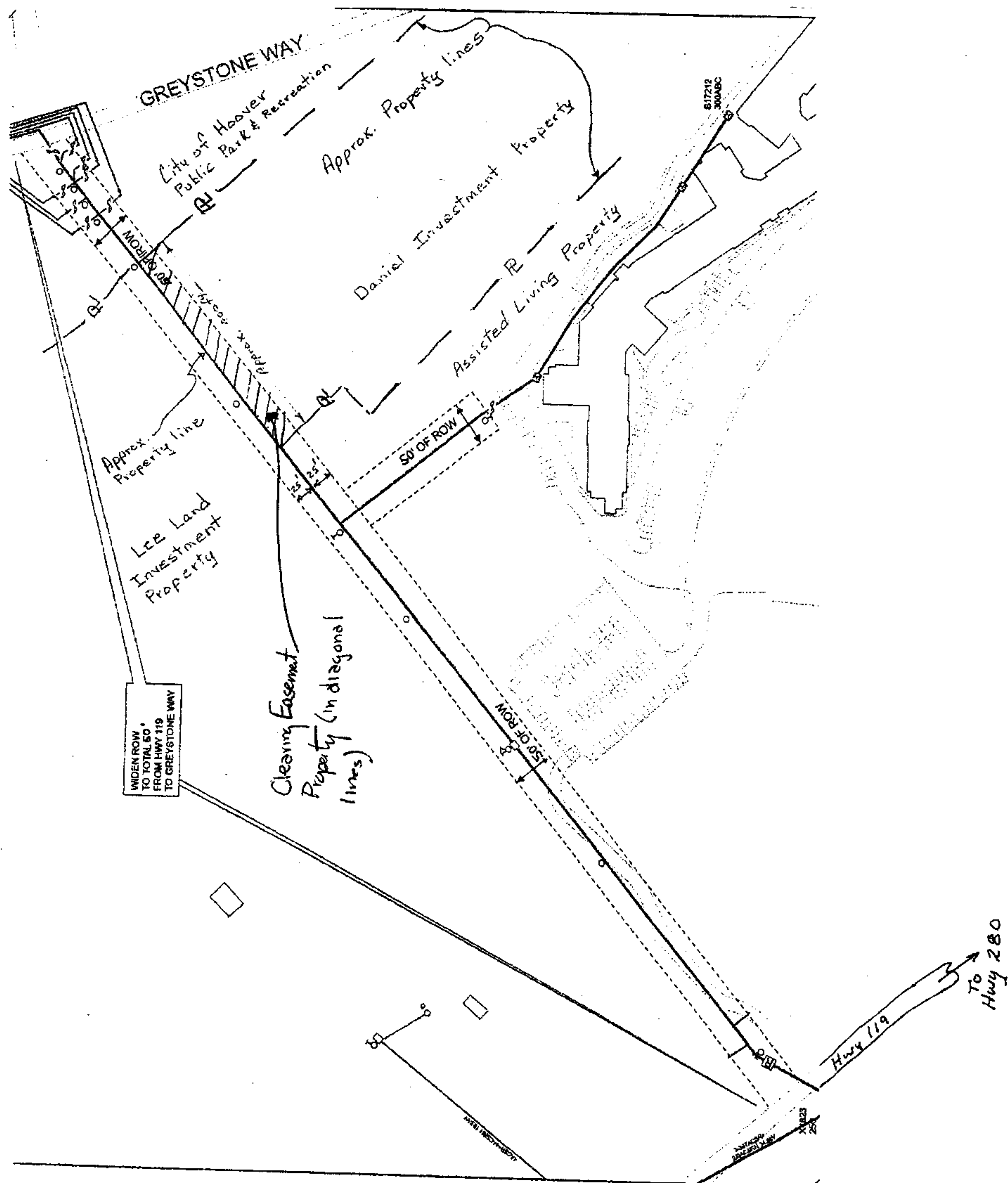
## **EXHIBIT A**

### **Site Plan Reflecting Location of Daniel Investment Property**

See attached.







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