

EASEMENT - DISTRIBUTION FACILITIES

Source of Title:

STATE OF ALABAMA

Deed Book _____, Page _____

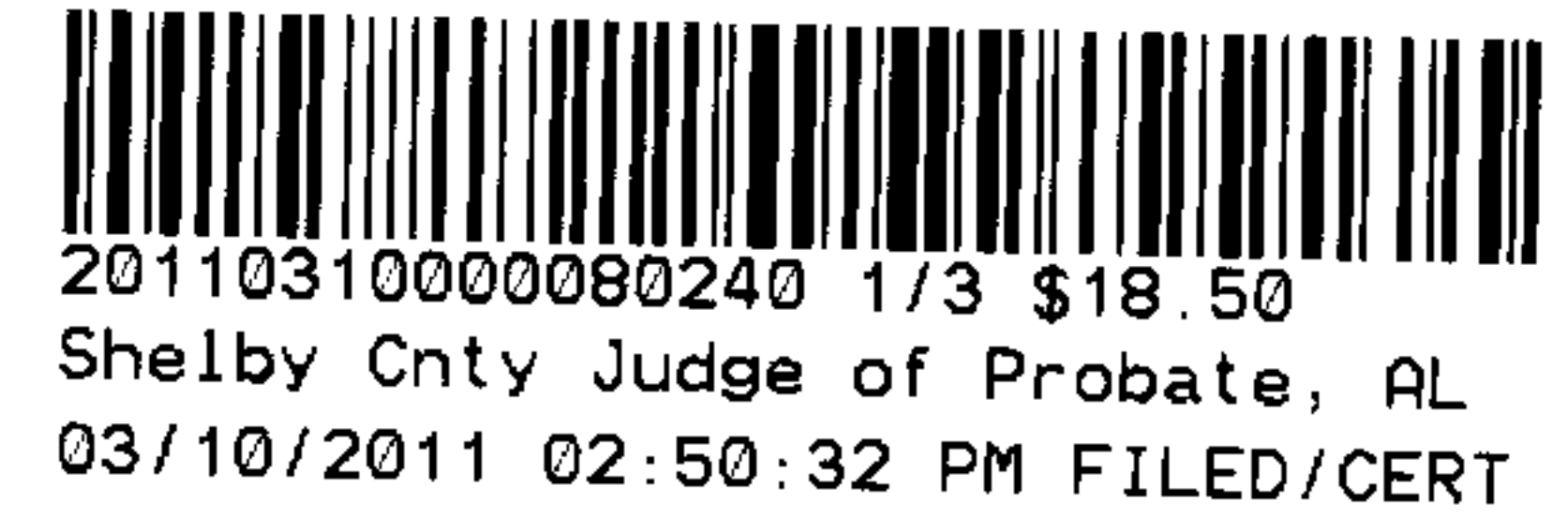
COUNTY OF SHELBY

\$ 500.00

W.E. No. A617014AG11

APCO Parcel No. 70237682

Transformer No. S-14456, S-16439

This instrument prepared by: ~~VALERIE ACOCELLA~~
Bill ChildressAlabama Power Company
P.O. Box 2641
Birmingham, Alabama 35291Shelby County, AL 03/10/2011
State of Alabama
Deed Tax: \$.50KNOW ALL MEN BY THESE PRESENTS, That Avanti Polar Lipids, Inc.

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

Overhead and/or Underground

The right from time to time to construct, install, operate and maintain, upon, over, under and across the Property described below, all poles, towers, wires, conduits, fiber optics, cables, communication lines, 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 communications, along a route selected by the Company, as generally shown on the Company's drawing attached hereto and made a part hereof, but which is to be determined by the actual location(s) in which the Company's facilities are installed. The width of the Company's easement will depend on whether the Facilities are underground or overhead: for underground, the easement will extend five (5) feet on each side of said Facilities as and where installed; for overhead Facilities, the easement will extend fifteen (15) feet on each side of the centerline of said Facilities as and where installed. The Company is granted the right to clear, and keep clear, all trees, undergrowth and other obstructions on a strip of land extending five (5) feet from each side of said underground Facilities, and to clear, and keep clear, all trees, undergrowth and other obstructions on a strip of land extending fifteen (15) feet from each side of the centerline of said overhead Facilities and the right in the future to install intermediate poles and facilities on said strip. Further, with respect to overhead Facilities, the Company is also granted the right to trim and cut, and keep trimmed and cut, all dead, weak, leaning or dangerous trees or limbs outside of the thirty (30) foot strip that, in the sole opinion of the Company, may now or hereafter endanger, interfere with, or fall upon any of said overhead 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 said 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, as applicable.

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 SW¼ of the NE¼ of Section 35, Township 20 South, Range 3 West, as recorded in Deed Book 348, Page 264, in the office of the Judge of Probate, Shelby County, Alabama

In the event it becomes necessary or desirable for the Company from time to time 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 said 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 ____ day of _____, 20 ____.

Witness

(Grantor)

(SEAL)

Witness

(Grantor)

(SEAL)

Witness

By:

(SEAL)

As:

For Alabama Power Company Corporate Real Estate Department Use OnlyAll facilities on Grantor: _____ Station to Station: sta 1+00 to sta 5+40, sta 1+00 to sta 3+20, Guy at sta 3+00

IN WITNESS WHEREOF, the said Grantor, has caused this instrument to be executed by Trevor Shaw
its authorized representative, as of the 16th day of February, 20 11.

ATTEST (if required) or WITNESS:

Avanti Polar Lipids, Inc.
(Grantor - Name of Corporation/Partnership/LLC)

By: [Signature]

By: [Signature] (SEAL)

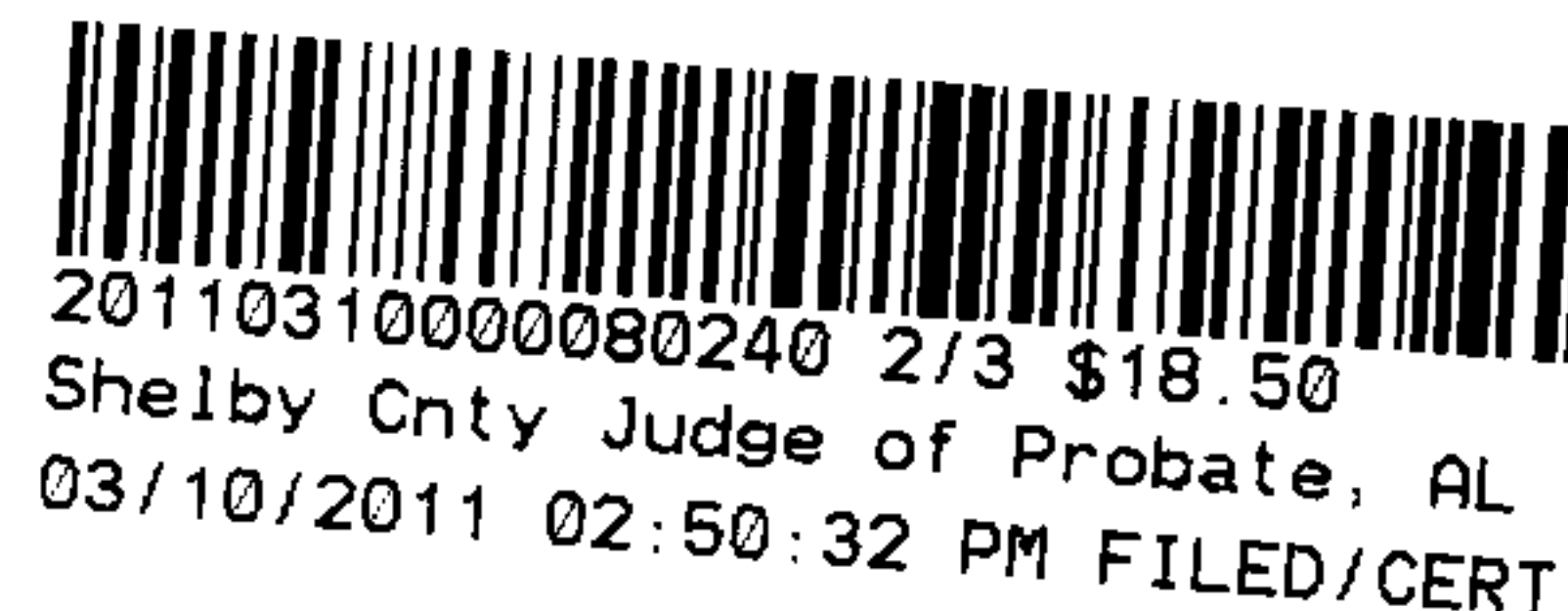
Its: _____

Its: Manager
[indicate President, General Partner, Member, etc.]

INDIVIDUAL NOTARIES

STATE OF ALABAMA

COUNTY OF _____



I, _____, a Notary Public, in and for said County in said State, hereby certify that _____
whose name(s) [as _____] 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 [in
such capacity as aforesaid] executed the same voluntarily.

Given under my hand and official seal this the _____ day of _____, 20____.

Notary Public

My commission expires: _____

[SEAL]

STATE OF ALABAMA

COUNTY OF _____

I, _____, a Notary Public, in and for said County in said State, hereby certify that _____
whose name(s) [as _____] 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 [in
such capacity as aforesaid] executed the same voluntarily.

Given under my hand and official seal this the _____ day of _____, 20____.

Notary Public

My commission expires: _____

[SEAL]

CORPORATION/PARTNERTNERSHIP/LLC NOTARY

STATE OF ALABAMA

COUNTY OF _____

I, _____, a Notary Public, in and for said County in said State, hereby certify that _____
whose name as _____ of _____, a
_____, [acting in its capacity as _____ of _____]
_____, 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].

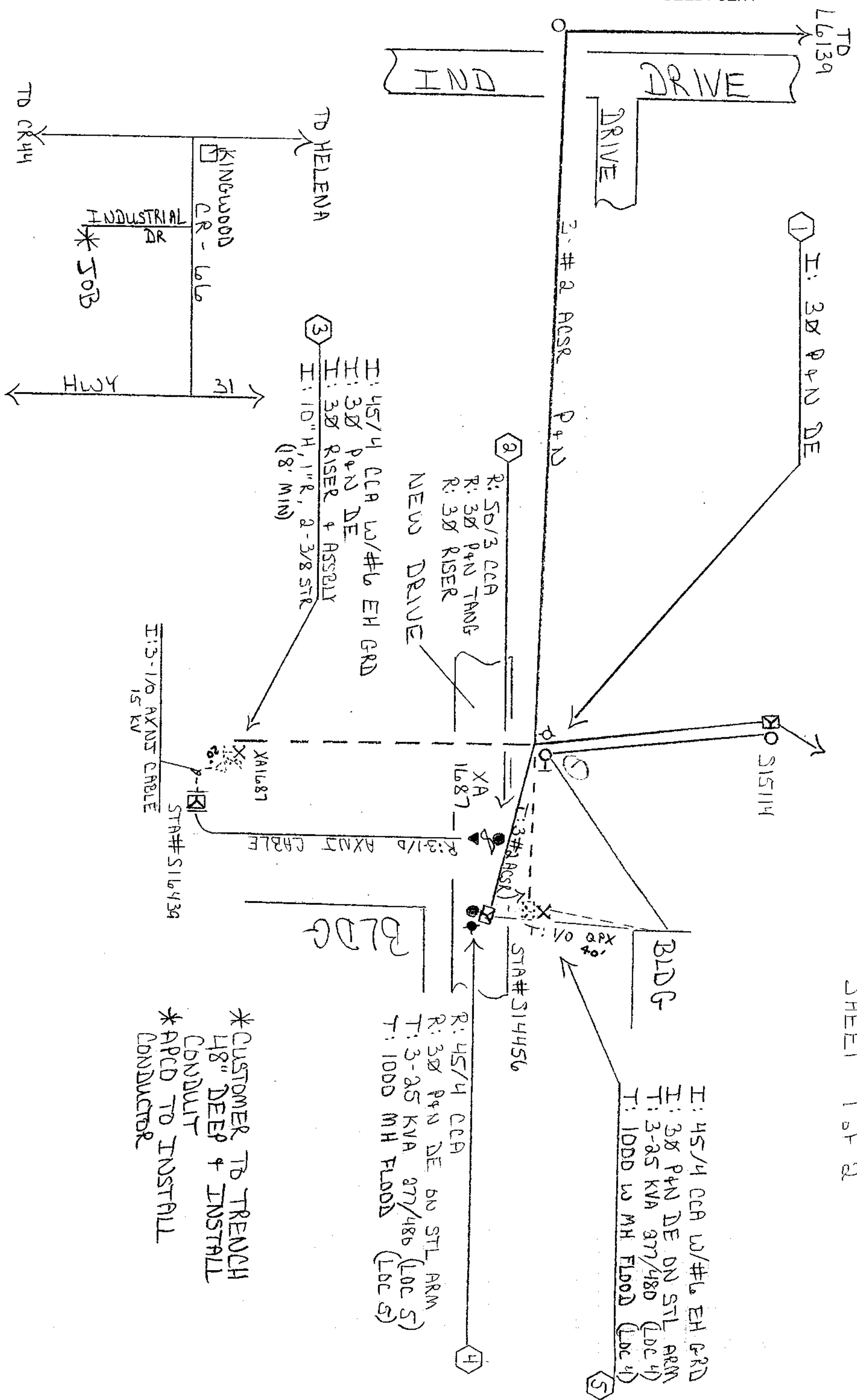
Given under my hand and official seal this the _____ day of _____, 20____.

Notary Public

My commission expires: _____

[SEAL]

Customer	Location	Agreed Serv. Date	County	Section	Township	Range	Add'l Info	Estimate No.	LOC	Transformer Loading
FWANT1 POLAR LIPIDS	702 INDUSTRIAL DR	3-14-11	SHELBY	35	805	03W		AL6170-14 AG 11		
Division	Town	Engineer	UNC#	Date	Substation	X	Y	NUINS Ticket #		
BRIMMINGHAM	ALABASTER	B. PHILLIPS	17064	2-14-11	ALABASTER D.S.	04866	L6139			
Operation										
METRO-SOUTH										



SHEET 1 OF 2

SHORT CIRCUITS
3Ø - G=
Ø - G=
Ø - G Res=
ENERGIZED LINE WORK
SUB Alabaster D.S.
OCB/OCR# 04866
SWITCH#
FUSE SIZE

"MISS-ALL" # 1-800-292-9525
DATE CALLED
LOCATION REQUEST #
WATER WORKS
DATE CALLED

TRANSFER OF ATTACHMENTS
YES NO
OTHER
KNOWLEDGE
CHARTER
OTHER

target
ZERO
ONE DAY AT A TIME
PERFORM
JSA

Pri	Sec.	Voltage
15	120	
KV	340	
PHONE CO.		
Co. Name		
CATV CO.		
Co. Name		
CHTR		
Accessible Heavy Traffic SW Amp		
TREE CREW		
PERMITS REQD		
R/W		
CITY		
COUNTY		
STATE		
OTHER		
SCALE		
NTS		
Ft. Per Inch		

Cnst. Completed By

Date