

500.00

Shelby County, AL 02/28/2014
State of Alabama
Deed Tax: \$.50

Source of Title:
Instrument # 20090715000273310

EASEMENT- DISTRIBUTION FACILITIES

STATE OF ALABAMA

COUNTY OF SHELBY

W.E. No. A6170-13-A013

APCO Parcel No. 70256872

Transformer No. S6208

This instrument prepared by: Dean Fritz

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



20140228000054700 1/4 \$23.50
Shelby Cnty Judge of Probate, AL
02/28/2014 10:52:13 AM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS, That Georgia Crown Distributing Co. d/b/a Alabama Crown Distributing Co., 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. The right from time to time to construct, install, operate and maintain, upon, over, and across the Property described below, all poles, wires, anchors and guy wires (collectively, "Facilities"), for the overhead transmission and distribution of electric power, along a route selected by the Company and approved by Grantor, 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 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 fifteen (15) feet on each side of the centerline of said overhead Facilities. 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, a thirty (30) foot wide strip of real property described on Exhibit A and more particularly depicted on the photograph attached as Exhibit A-1 hereto, which strip is located on the following described real property situated in Shelby County, Alabama: a parcel of land located in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 18, Township 21 South, Range 2 West, more particularly described in that certain instrument recorded in Instrument # 20090715000273310, in the office of the Judge of Probate of said County.

This grant of easement shall be subject to the following (and by acceptance of this instrument, the Company shall agree as follows):

1. Grantor reserves the right to install in the easement area landscaping, sidewalks and walkways, driveways and roadways. The Company shall exercise its right to clear all trees, undergrowth and obstructions in a manner so as to not unreasonably damage any landscaping sidewalks, walkways, driveways and roadways placed in the easement area by Grantor.
2. Grantor reserves the right to use and expand the retention pond currently located on and/or adjacent to the Property
3. The Company shall install the Facilities and make any future modifications or repairs thereto in a manner so as to not damage in any material and substantial manner any improvements and landscaping located in the easement area. After the installation of the Facilities and after any subsequent modifications or repairs to the Facilities, the Company shall repair any damage to such improvements and landscaping and restore the surface of the easement area to the condition that existed prior to such installation, modification and repair activities.
4. The Company shall exercise its right of any ingress or egress to the Facilities in such a manner so as not to unreasonably damage the Grantor's property located adjacent to the Property.
5. Notwithstanding the foregoing, the Facilities shall consist only of electrical power lines located on one set of two (2) treated timber, electrical poles not taller than forty (40) feet and guy wires related thereto.
6. Notwithstanding the foregoing, the Company's easement shall not extend to the area located within the fence surrounding the truck court located behind Grantor's distribution center and the Company shall not damage such fence in any manner

Station to Station: Sta 6+200 to Sta 9+00; by at Sta 9+00

SKETCH OF PROPOSED WORK - SIMPLIFIED W.E.

Map Center UTM: 1703883 12051502 33.198436 -86.792454
 Map Center LatLon: 33.198436 -86.792454

1 inch = 517 feet



Customer APCO - SHELBY CO IND PARK	Location SHELBY CO IND PARK COPORATE WOODS DR	Cmtd. Svc Date	County SHELBY	Section 19	Township 21S	Range 02W	Estimate No. A6170-13-A013	Missall No.
Division BIRMINGHAM	District SOUTH VARNONS	Town CALERA	UserID japutt	Created: 10/21/2013	Substation LONGVIEW DS	X- 48816	Y- XA54	Work Date
								Time Update

ENERGIZED LINE WORK

Sub
OCB/OCR
Switch#
Fuse Size

Voltage	Pri.	Sec.
12		

Phone	Co. Name	N
AT&T		

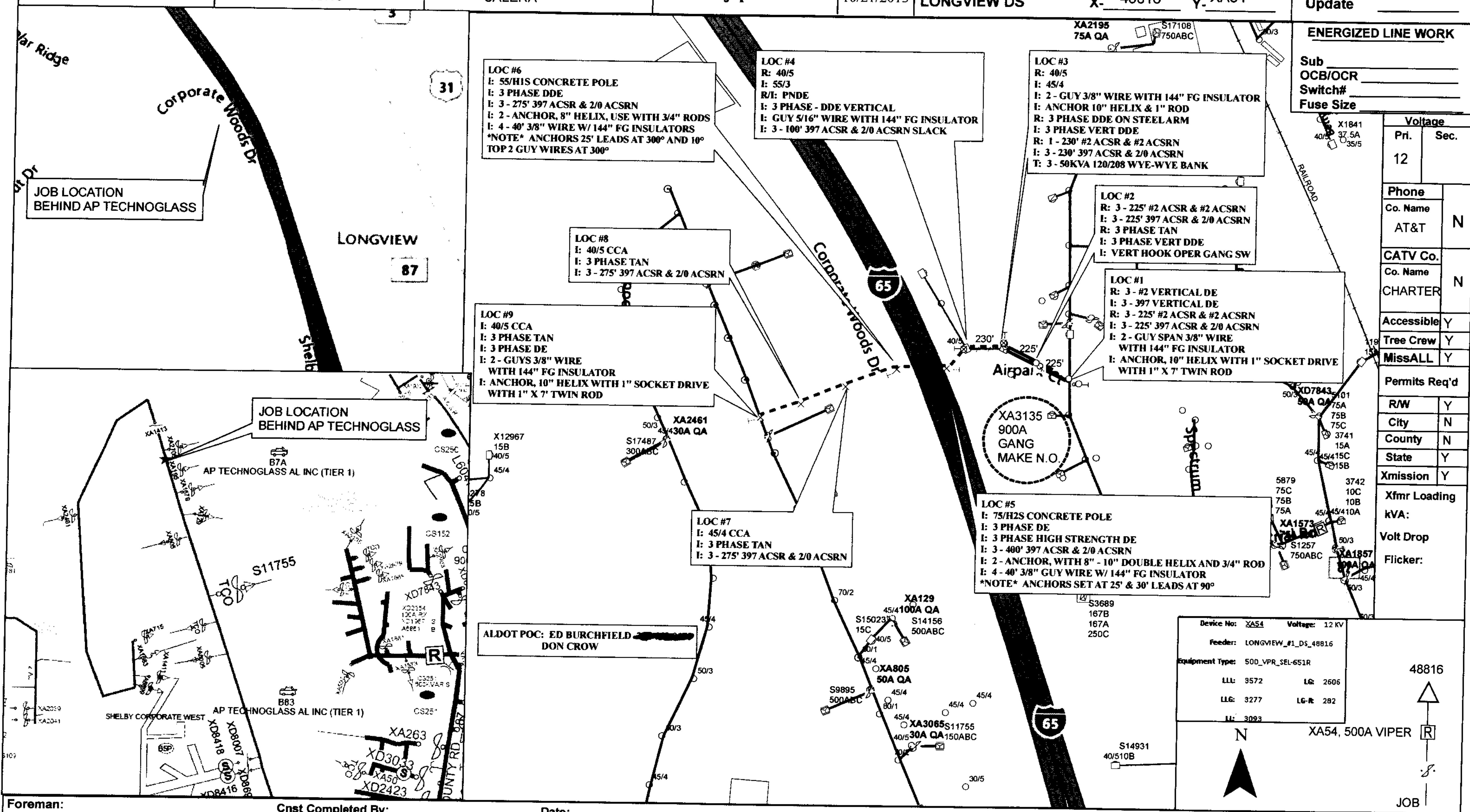
CATV Co.	Co. Name	N
CHARTER		

Accessible	Tree Crew	MissALL
Y	Y	Y

Permits Req'd	RW	City	County	State	Xmission
Y	Y	N	N	Y	Y

Xfmr Loading	kVA:

Volt Drop	Flicker:



Foreman:	Cnst Completed By:	Date:	ENGINEER: PUTT	LINC: 10857
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R/W Agent Dean Fritz
 Date Assigned 1-14-13
 Date Cleared 6-25-13
 Parcel # 70256872
70253724

STA 5+00 TO STA 6+200
 300' DEDICATED ROAD

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

IN WITNESS WHEREOF, the said Grantor, has caused this instrument to be executed by
JULIAN VANN - VP OPERATIONS

its authorized representative, as of the 13TH day of JANUARY, 2013. 14 JV.

ATTEST (if required) or WITNESS:

By: [Signature]

Its: SECRETARY

Georgia Crown Distributing Co. d/b/a Alabama
Crown Distributing Co., Inc.
(Grantor - Name of Corporation/Partnership/LLC)

By: [Signature] (SEAL)

Its: VP OPERATIONS
[Indicate: President, General Partner, Member,
etc.]

For Alabama Power Company Corporate Real Estate Department Use Only Parcel No: 70256872

All facilities on Grantor: _____ Station to Station: _____

CORPORATION NOTARY

STATE OF ~~ALABAMA~~ GEORGIA

COUNTY OF Henry

I, Kathleen S. Moore, a Notary Public, in and for said
County in said State, hereby certify that Julian K. Vann, whose
name as Julian Vann of Georgia Crown Distributing Co., a
corporation, 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 this instrument, he/she, as such officer and with full authority, executed the same voluntarily for and
as the act of said Corporation.

Given under my hand and official seal, this the 13th day of January, 2013. 14 JV.

(SEAL)

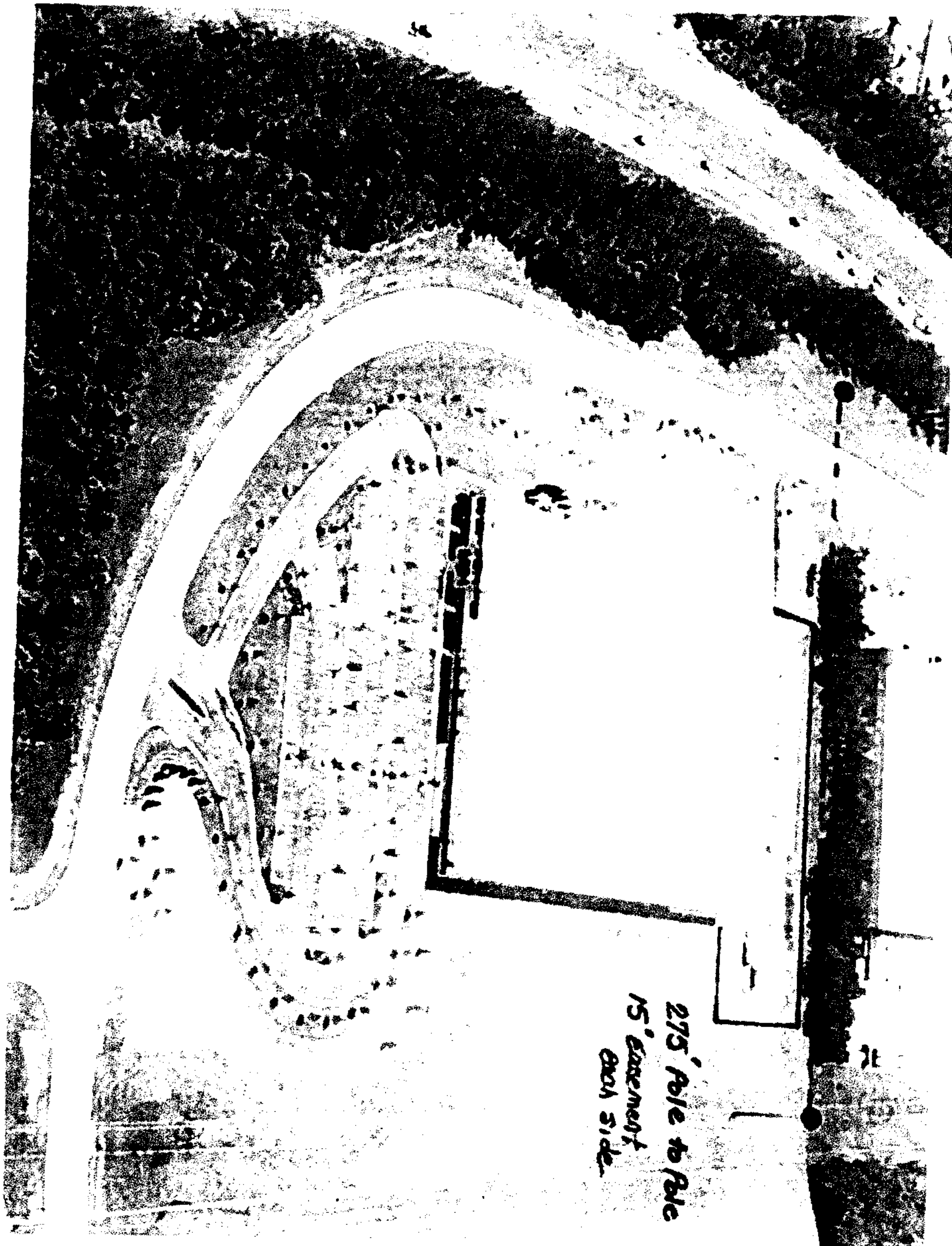
[Signature]
Notary Public
My commission expires: _____

Kathleen S Moore
NOTARY PUBLIC
Henry County, GEORGIA
My Commission Expires
November 20, 2016



20140228000054700 3/4 \$23.50
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Exhibit A-1



20140228000054700 4/4 \$23.50
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