

500-00

W.E. # A6170-14-A713
Overhead from 2+00 to 4+00 (NE side)

70270915

In S ½ of the SW ¼ of Section 21
Township 22 South, Range 3 West,
Shelby County, Alabama

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, McDonald's USA, LLC, a Delaware limited liability company, formerly known as Golden Arch Limited Partnership (hereinafter referred to as Grantor), in consideration of the sum of One and No/100 Dollar (\$1.00), to it in hand paid by Alabama Power Company, a corporation, (sometimes hereinafter referred to as Grantee), the receipt whereof is acknowledged, does hereby grant to said Alabama Power Company, its successors and assigns, the right to construct, install, operate and maintain, upon, over, under and across that portion of the property described below along the route shown on Exhibit A attached hereto (which shows the general location of underground facilities, if any, by cross-hatching indicating an area not greater than ten feet (10') in width) and described in Exhibit A-1 all poles, towers, wires, conduits, fiber optics, cables, trans closures, transformers, anchors, guy wires and other facilitates useful or necessary in connection therewith for the overhead and underground transmission and distribution of electric power, to attach guy wires and anchors thereto, and to string thereon from time to time electric power wires across a portion of the following described lands situated in Mobile County, Alabama (the "property") to wit:


**All of lots 30 and 31, and part of Lot 32, according to the Original Plan of the
Town of Montevallo, Alabama, as recorded in Deed Book 343, page 693, in the
Probate Office of Shelby County, Alabama.**

Together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof, including the right of ingress and egress to and from said lines; and also the right to clear a strip of land extending five feet (5') to either side of the center line of the underground facilities and fifteen feet (15') to either side of the center line of the overhead facilities; further, 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 for overhead facilities that might now or may hereafter endanger, interfere with or fall upon any of the overhead facilities. Grantor's entire parcel is described on Exhibit "B" and is attached hereto and made a part hereof.

Grantee, to the extent permitted by law, hereby agrees to indemnify and hold harmless Grantor, its officers, employees and representatives, with respect to all claims, costs and expenses, including reasonable attorneys' fees and court costs, incurred as a result or consequence of Grantee, its employees, representatives, subcontractors or licensees, construction, installation, operation and maintenance of Grantee's facilities on the property, except and only to the extent such are caused by the negligence, wantonness or willful misconduct of Grantor, its officers, employees, invitees or representatives.

Grantee further agrees and acknowledges that (i) Grantee's use of the easement will in no way hinder or interfere with Grantor's improvements and (ii) Grantee shall use commercially reasonable efforts to obtain the written consent of Grantor prior to performance of any allowable work on the property by Grantee in conjunction with this easement grant, except in case of emergency, and in the event such work is necessary to maintain, or restore, electric service to Grantor's facility.

Grantor further grants to Grantee, a temporary construction easement upon, over, across, in, through and under the property as depicted on Exhibit B and described in Exhibit B-1 attached (the "Temporary Construction Easement Area") for the sole purpose of removing a section line servicing a lot light to the rear of the Grantee's McDonald's restaurant building on the property (the "Temporary Construction Easement") (the "Removal Work"). Grantee will have the right of ingress and egress across the Temporary Construction Easement Area reasonably necessary for Grantee to perform such Removal Work. Grantee shall notify Grantor ten (10) days prior to the Removal Work commencing, and such Removal Work shall be completed within seven (7) days after the


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Shelby County, AL 09/16/2015
State of Alabama
Deed Tax: \$.50

70270915

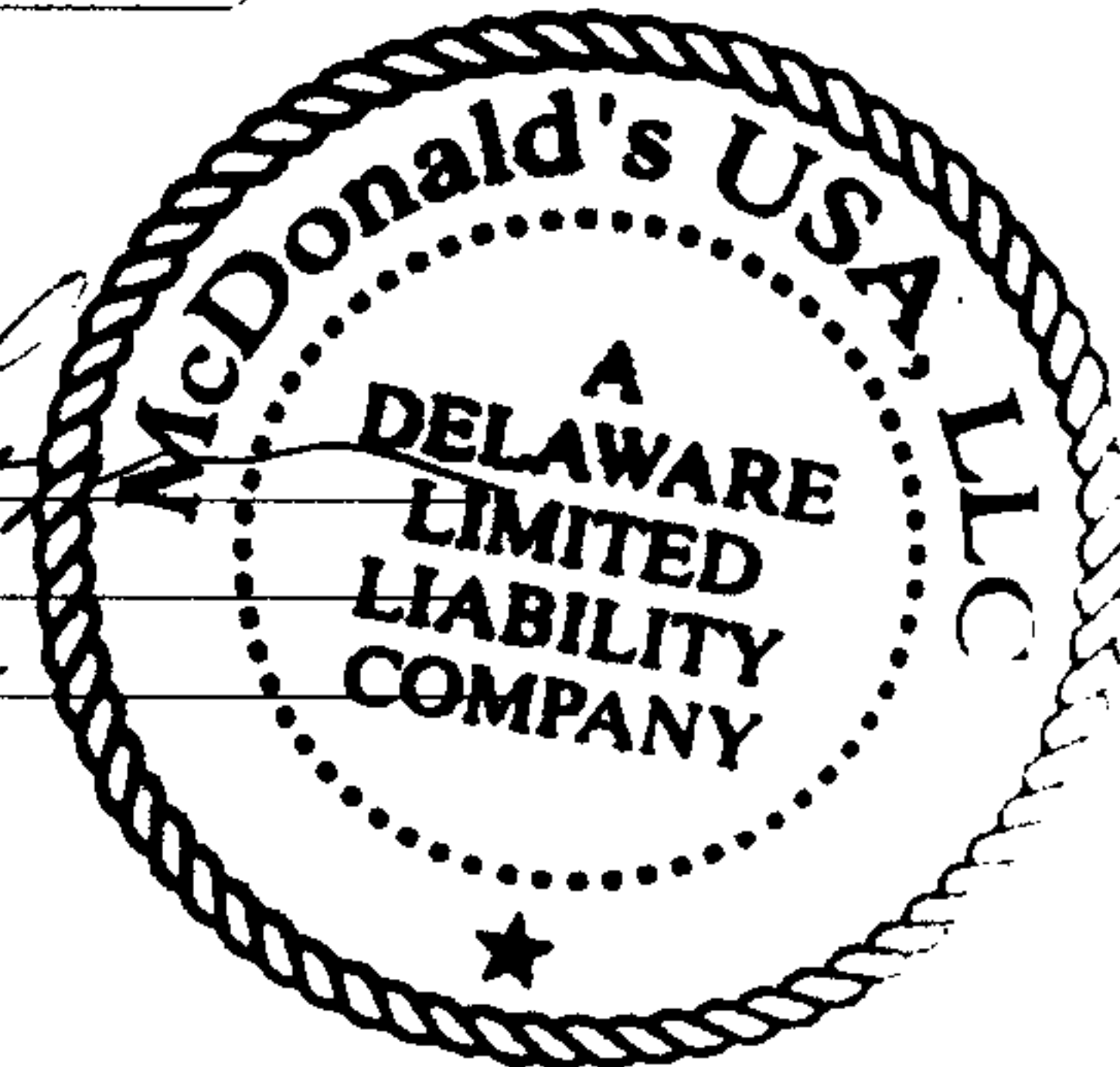
commencement of the Removal Work. This Temporary Construction Easement shall remain in effect from the date hereof expire seven (7) days after the commencement of the Removal Work.

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

IN WITNESS WHEREOF, the said McDonald's USA, LLC, a Delaware limited liability company, has caused this instrument to be executed in its name by PADRAIC G. MOLLOY, its US ASSISTANT SECRETARY, and attested by SARIE WAPSEN, its SENIOR COUNSEL, and its corporate seal to be hereto affixed, on this, the 30th day of APRIL, 2014. 2015

(CORPORATE SEAL)

ATTEST: SARIE WAPSEN
By SARIE WAPSEN
Its SENIOR COUNSEL



MCDONALD'S USA, LLC

BY PADRAIC G. MOLLOY
Name PADRAIC G. MOLLOY
Its US ASSISTANT SECRETARY

ALABAMA POWER COMPANY

BY JERRY D. ROBBERSON
Name JERRY D. ROBBERSON
Its TEAM LEADER - APP/RR/CORP. ACQ.

WITNESS: _____

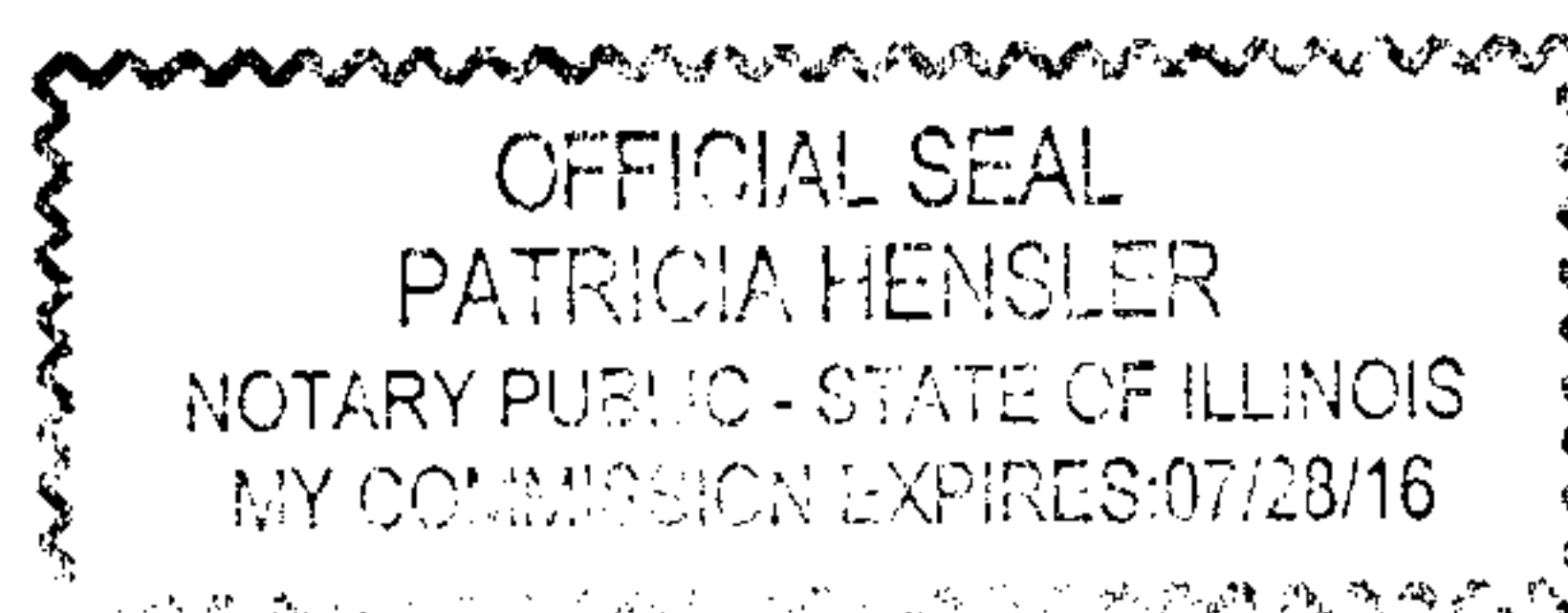
STATE OF ILLINOIS
COUNTY OF DUPAGE

I, PATRICIA HENSLEY, a Notary Public, in and for said County in said State hereby certify that PADRAIC G. MOLLOY, whose name as US ASSISTANT SECRETARY of McDonald's USA, 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 this instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal, this the 30th day of APRIL, 2015.

[Signature]
Notary Public

My commission expires 7-20-16



STATE OF ALABAMA
COUNTY OF JEFFERSON

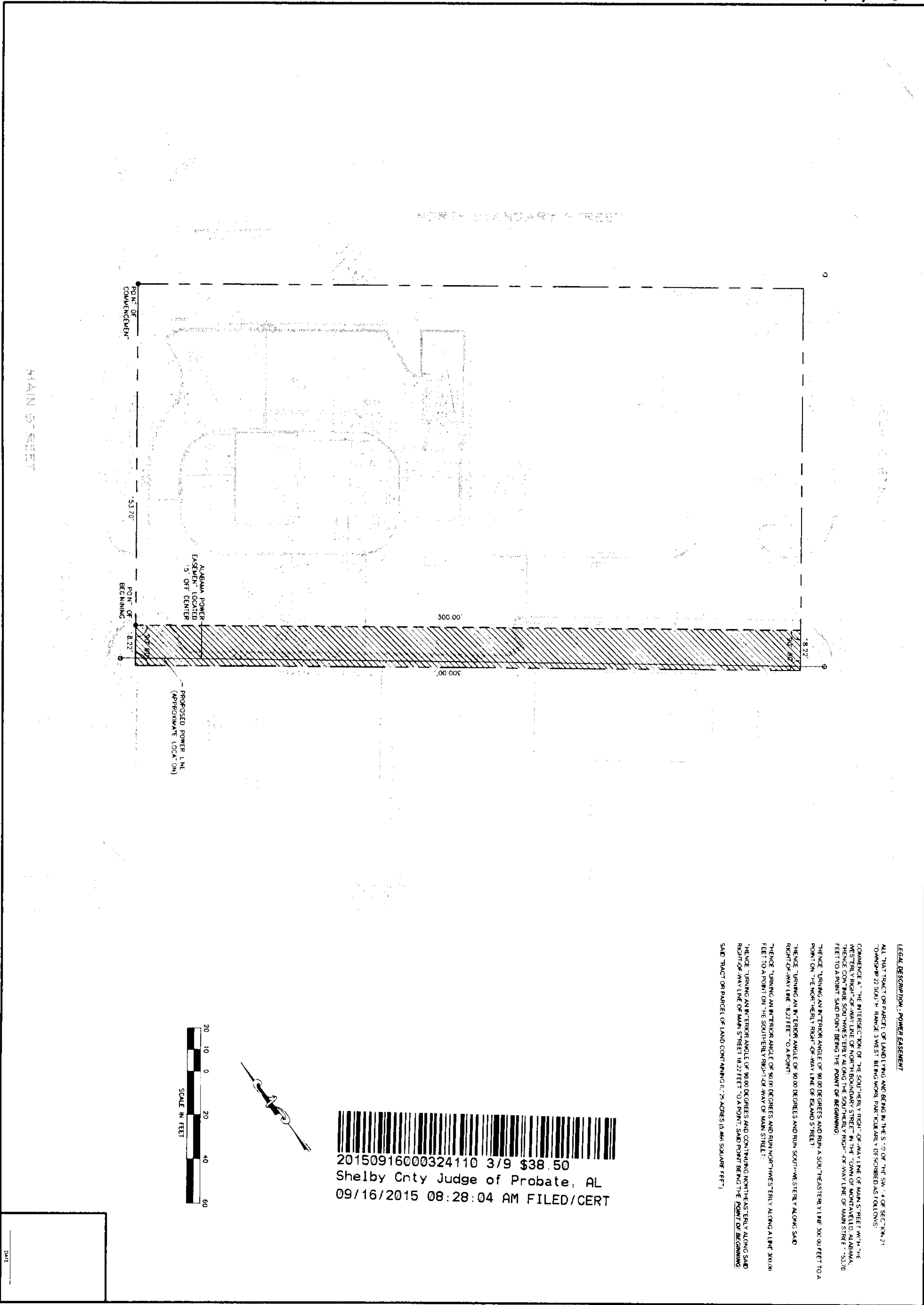
I, JAMES PATRICK REED, a Notary Public, in and for said County in said State, hereby certify that JERRY D. ROBBERSON whose name as Team Leader, App/RR/Corp Acq. of Alabama Power Company, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he/she, as such representative 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 11th day of MAY, 2014.

[Signature]
Notary Public, State at Large

My commission expires 9-4-2018

ATTACH EXHIBIT A, A-1, B AND B-1 AND ADDENDUM



PROJECT NO.	458605	XXX
D.T.	3/25/15	XXX
SCALE	AS NOTED	XXX
DRAWING STATUS	CONCEPT	
SHEET NO.	1.0	

DRAWING TITLE	ALABAMA POWER EASEMENT
PROJECT NAME	McDONALD'S RESTAURANT
907 MAIN STREET, MONTVALLO, AL 35115	SITE CODE: 001-0288
CLIENT	McDONALD'S CORPORATION
ONE GLENLAKE PARKWAY, STE. 500, ATLANTA, GA 30328	

TYLIN INTERNATIONAL
260 PEACHTREE STREET SUITE 900
ATLANTA, GEORGIA 30303
PHONE: (404) 841-7886 FAX: (404) 841-7887

NO.	DATE	DESCRIPTION
1		
2		
3		
REVISIONS		

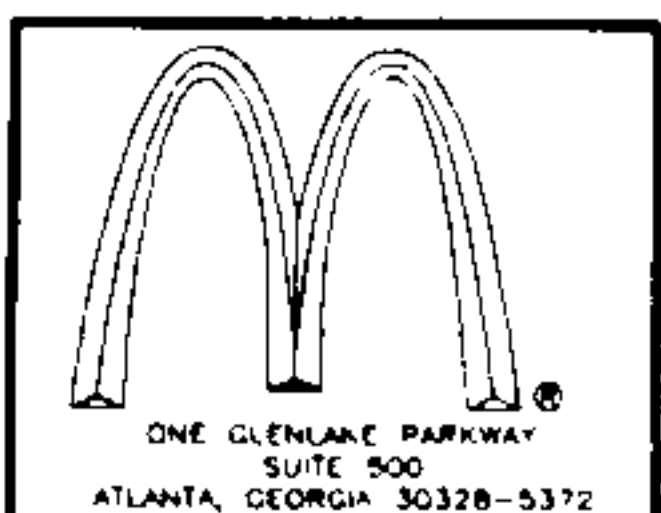


EXHIBIT A

70270915

LEGAL DESCRIPTION - POWER EASEMENT

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE S 1/2 OF THE SW 1/4 OF SECTION 21, TOWNSHIP 22 SOUTH, RANGE 3 WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF MAIN STREET WITH THE WESTERLY RIGHT-OF-WAY LINE OF NORTH BOUNDARY STREET IN THE TOWN OF MONTAVELLO, ALABAMA; THENCE CONTINUE SOUTHWESTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF MAIN STREET 153.70 FEET TO A POINT, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE TURNING AN INTERIOR ANGLE OF 90.00 DEGREES AND RUN A SOUTHEASTERLY LINE 300.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF ISLAND STREET;

THENCE TURNING AN INTERIOR ANGLE OF 90.00 DEGREES AND RUN SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE 18.22 FEET TO A POINT;

THENCE TURNING AN INTERIOR ANGLE OF 90.00 DEGREES AND RUN NORTHWESTERLY ALONG A LINE 300.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF MAIN STREET;

THENCE TURNING AN INTERIOR ANGLE OF 90.00 DEGREES AND CONTINUING NORTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE OF MAIN STREET 18.22 FEET TO A POINT, SAID POINT BEING THE **POINT OF BEGINNING**;

SAID TRACT OR PARCEL OF LAND CONTAINING 0.125 ACRES (5,466 SQUARE FEET).



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EXHIBIT A-1

LEGAL DESCRIPTION - POWER EASEMENT

ALL THAT TRACT OR PARCELS OF LAND LYING AND BEING IN THE S 1/2 OF THE SW 1/4 OF SECTION 21 TOWNSHIP 22 SOUTH RANGE 3 WEST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF MAIN STREET WITH THE WESTERLY RIGHT-OF-WAY LINE OF NORTH BOUNDARY STREET IN THE CORNER OF MONTAGUE ALABAMA; THENCE CONVEY SOUTHWESTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF MAIN STREET 53.70 FEET TO A POINT;

THENCE TURNING TO THE LEFT 90.00 DEGREES AND LEAVING SAID RIGHT-OF-WAY LINE A DISTANCE OF 160.53 FEET TO A POINT SAID POINT BEING THE POINT OF BEGINNING

THENCE TURNING TO THE LEFT AN ANGLE OF 108.23 DEGREES AND A DISTANCE 186.97 FEET TO A POINT;

THENCE TURNING TO THE RIGHT AN ANGLE OF 90.00 DEGREES AND A DISTANCE 30.00 FEET TO A POINT;

THENCE TURNING TO THE RIGHT AN ANGLE OF 90.00 DEGREES AND A DISTANCE 108.84 FEET TO A POINT;

THENCE TURNING TO THE RIGHT AN ANGLE OF 108.23 DEGREES AND A DISTANCE OF 3.36 FEET TO A POINT SAID POINT BEING THE POINT OF BEGINNING

SAID TRACT OR PARCEL OF LAND CONTAINING 0.017 ACRES (377.5 SQUARE FEET).

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PROJECT NO:	45,8605	PROD. MGR:	XXX
DATE:	3/25/05	DEPT. ST:	XXX
SCALE:	AS NOTED	C-AD. ST:	XXX
DYNAMIC SERIES CONCEPT			
S-INT. NO	1.0		

ORDINANCE TITLE
TEMPORARY CONSTRUCTION EASEMENT

PROJECT NAME:
MCDONALD'S RESTAURANT
907 MAIN STREET, MONTAVALLO, AL 36115 SITE CODE: 001-0298

CLIENT:
MCDONALD'S CORPORATION
ONE GLENLAKE PARKWAY, STE. 500, ATLANTA, GA 30328

TYLIN INTERNATIONAL
260 PEACHTREE STREET SUITE 900
ATLANTA, GEORGIA 30303
PHONE: (404) 841-7886 FAX: (404) 841-7887

3		
2		
1		
NO	DATE	DESCRIPTION
REVISIONS		

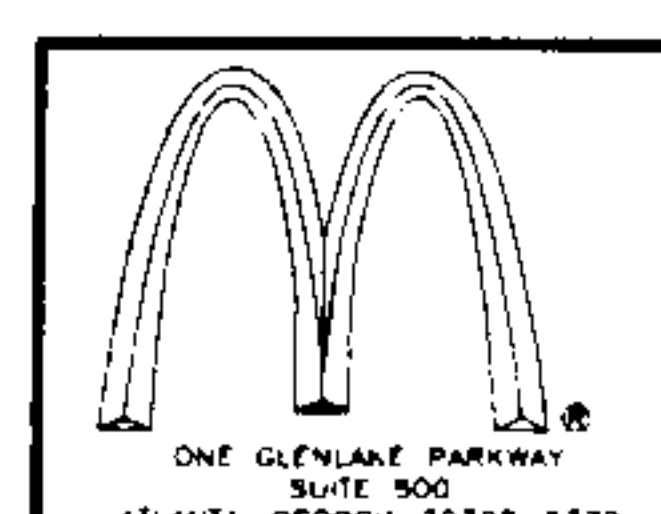


EXHIBIT B

70270915

LEGAL DESCRIPTION – TEMPORARY CONSTRUCTION EASEMENT

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE S 1/2 OF THE SW 1/4 OF SECTION 21, TOWNSHIP 22 SOUTH, RANGE 3 WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF MAIN STREET WITH THE WESTERLY RIGHT-OF-WAY LINE OF NORTH BOUNDARY STREET IN THE TOWN OF MONTAVELLO, ALABAMA; THENCE CONTINUE SOUTHWESTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF MAIN STREET 153.70 FEET TO A POINT;

THENCE TURNING TO THE LEFT 90.00 DEGREES AND LEAVING SAID RIGHT-OF-WAY LINE A DISTANCE OF 160.53 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING;

THENCE TURNING TO THE LEFT AN ANGLE OF 108.23 DEGREES, AND A DISTANCE 98.97 FEET TO A POINT;

THENCE TURNING TO THE RIGHT AN ANGLE OF 90.00 DEGREES, AND A DISTANCE 30.00 FEET TO A POINT;

THENCE TURNING TO THE RIGHT AN ANGLE OF 90.00 DEGREES, AND A DISTANCE 108.84 FEET TO A POINT;

THENCE TURNING TO THE RIGHT AN ANGLE OF 108.23 DEGREES, AND A DISTANCE OF 31.58 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING;

SAID TRACT OR PARCEL OF LAND CONTAINING 0.072 ACRES (3,117.15 SQUARE FEET).

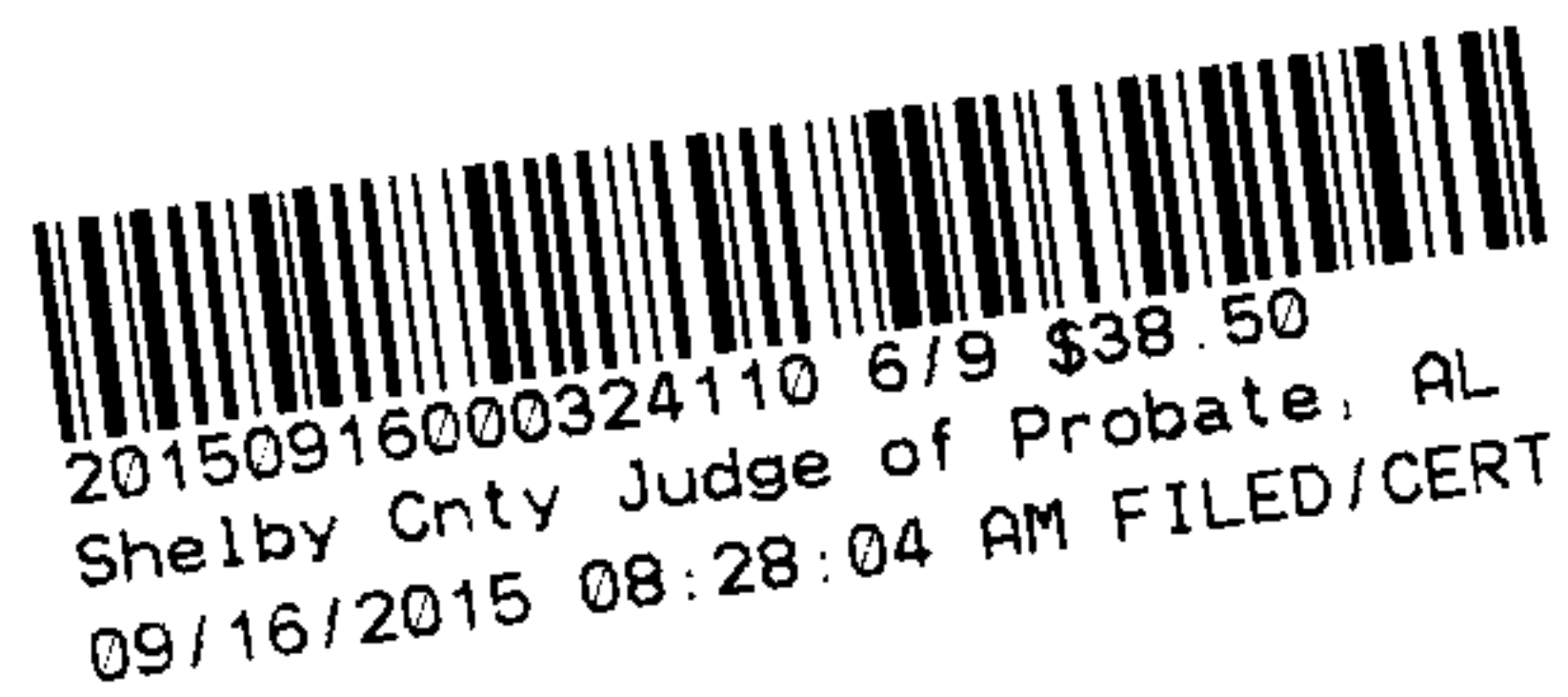


EXHIBIT B-1

ADDENDUM

Grantee is the utility company.

Grantor is McDonald's USA, LLC.

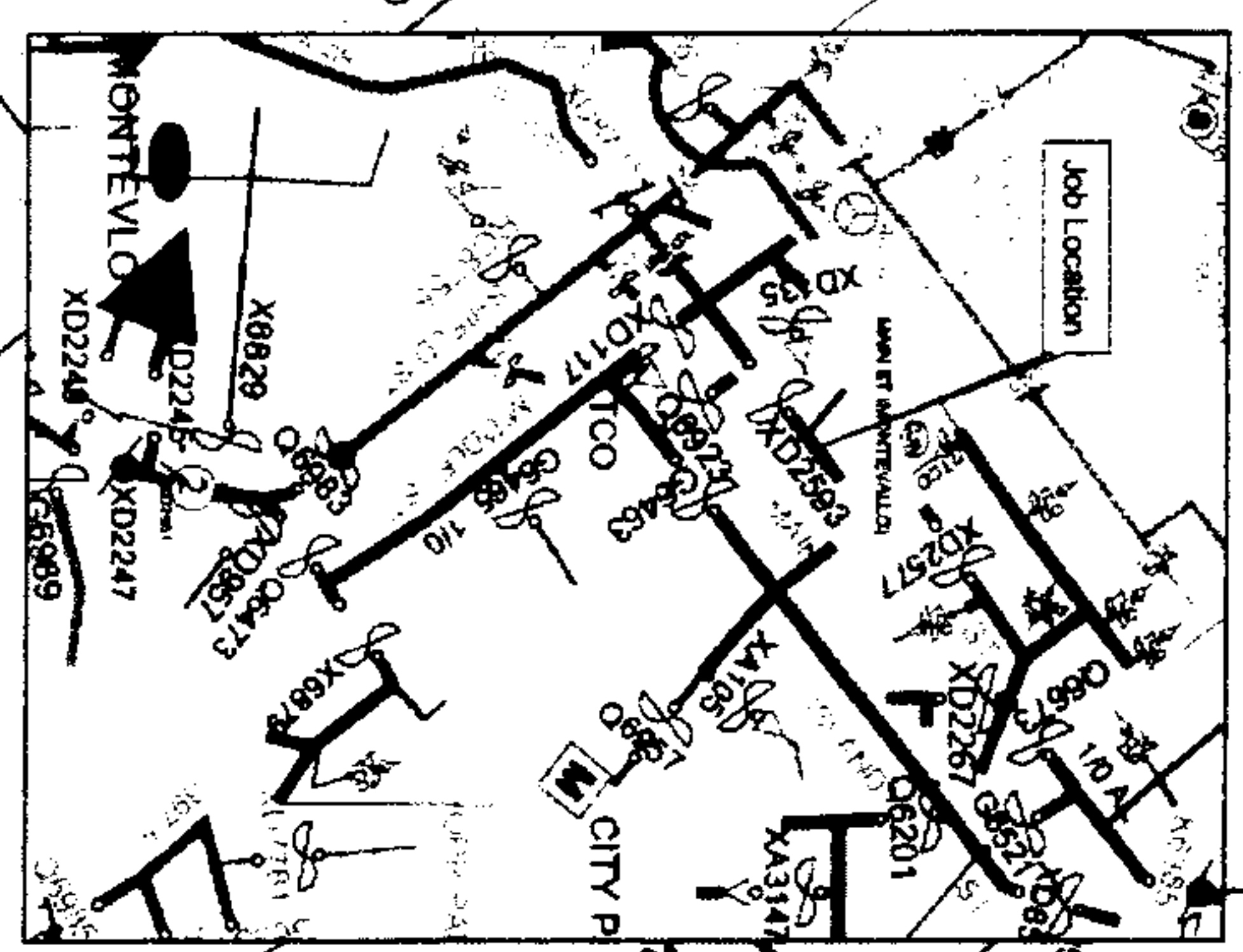
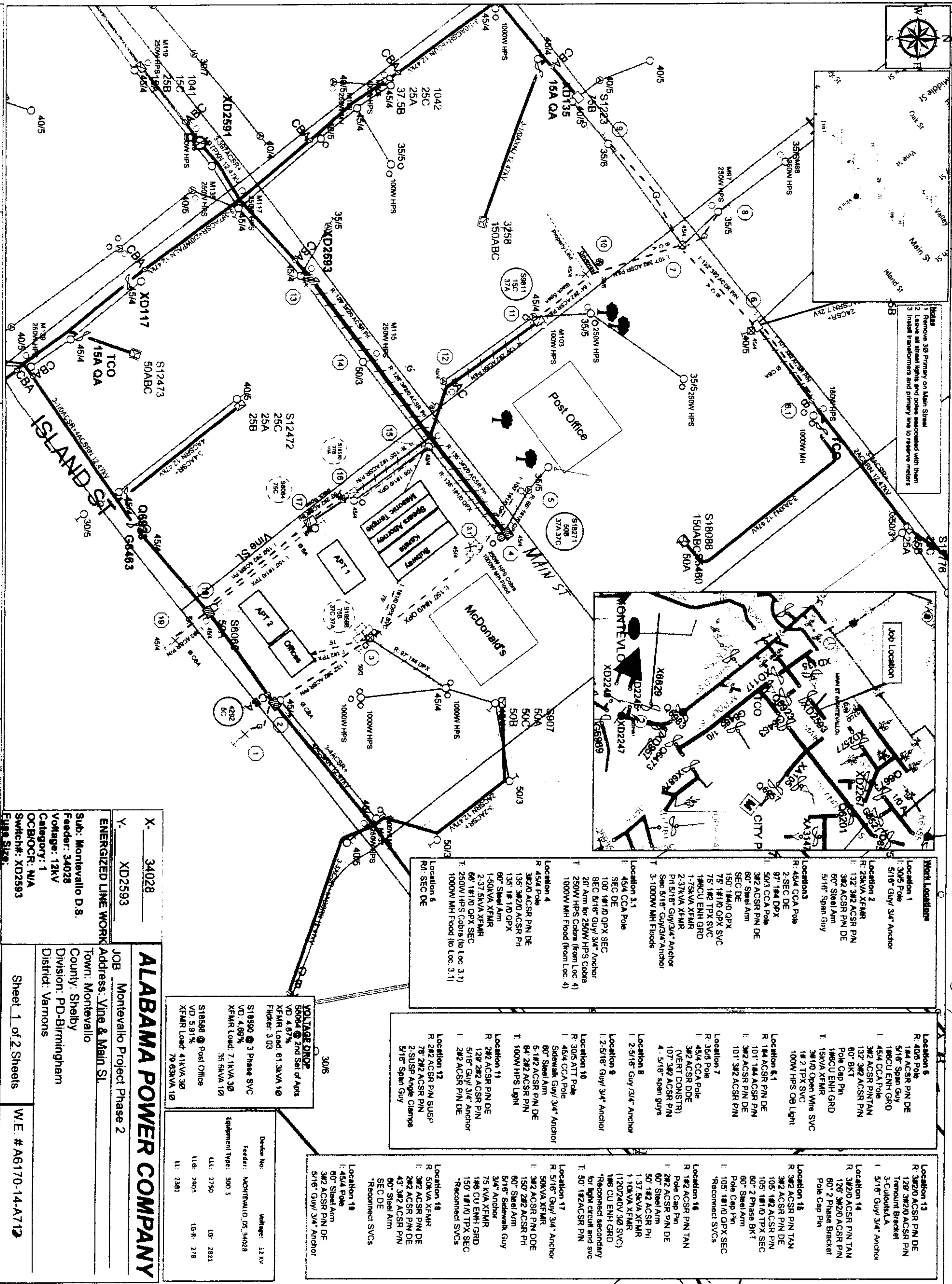
The "Facilities" should be specifically defined in the recitals.

- 1) Grantee will construct the Facilities in a good and workmanlike manner, and will keep the Facilities in good maintenance and repair at its sole cost and expense. Grantee will not perform any construction work between the hours of 11:00 a.m. to 2:00 p.m. This provision shall not apply during emergency restorations.
- 2) When reasonable, Grantee will give written notice to grantor at least 10 days before beginning any work in the easement area(s), which notice will specify the work to be performed and a date when the work will be completed. Grantee will use its best efforts to complete the work by that date.
- 3) Unless otherwise agreed in writing, immediately after Grantee completes any work in the easement area(s), Grantee will restore the easement area to the same or better condition as it was in before Grantee began the work and to a safe condition, and will remove all of its equipment, tools, trash and debris from the easement area(s).
- 4) Unless otherwise agreed in writing, Grantee will not move, remove or demolish any of Grantor's signs, Access drives curbing or other improvements located within the easement area(s).
- 5) Grantee will separate by cones or other appropriate construction safety barriers ("cone off") the easement area(s) while Grantee performs any work in the easement area(s).
- 6) Grantee will perform all work in such a manner so as to not unduly disrupt the operation of the McDonald's restaurant on Grantor's property. Grantee will "cone off" no more than 4 parking stalls at any one time, and will not "cone off" or block in any manner more than half of any access drive at any time, allowing at least one lane open at all times in each access drive for vehicular traffic. This provision shall not apply during emergency restorations.
- 7) Grantee will not park on or store any construction vehicles, equipment or materials within the easement area(s) or on Grantor's other property.
- 8) If any damage occurs to Grantor's property or any improvements thereon arising out of, related to, or as a consequence of any of Grantee's work in the easement area, Grantor promptly will notify Grantee in writing of the damage. Unless otherwise agreed by the parties, Grantee will repair the damage (or commence and diligently pursue repairing the damage) within 30 days after receipt of Grantor's notice.
- 9) If Grantee defaults under any provision of the easement agreement, in addition to any other remedies available in law or equity, Grantor will be entitled to: 1) terminate this easement on written notice; 2) obtain specific performance or any other appropriate equitable relief against Grantee; and/or 3) in the case of incomplete repairs, Grantor may complete the necessary repairs, and Grantee promptly will pay Grantor for the actual cost of the repairs plus 20% for overhead costs and expenses.



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STA 7+30 TO STA 7+77 DEDICATED ROAD
STA 10+00 TO STA 11+00 DEDICATED ROAD
STA 7+00 TO STA 9+00 DEDICATED ROAD
STA 16+00 TO STA 19+00 DEDICATED ROAD
Guy of Sta 10+00
Guy of Sta 9+00 & Sta 8+00
Guy of Sta 17+00 & Sta 19+00



- Notes:**
- Location 1: 3005 Pole, 5/16" Span Guy, 5/16" Guy 3/4" Anchor
 - Location 2: 25kVA XFMR, 132' 3/4" ACSP P/N DE, 3/4" ACSP P/N DE, 60" Steel Arm, 5/16" Span Guy
 - Location 3: 45/4 CCA Pole, 50/3 CCA Pole, 3/4" ACSP P/N DE, 60" Steel Arm, SEC DE
 - Location 4: 45/4 CCA Pole, 100' 1/4" DPX SEC, 20' Arm for 250W HPS Cobas, 250W HPS Cobas (from Loc. 4), 1000W MH Flood (to Loc. 3.1)
 - Location 5: 45/4 CCA Pole, SEC DE
 - Location 6: 45/4 CCA Pole, 100' 1/4" DPX SEC, 20' Arm for 250W HPS Cobas, 250W HPS Cobas (from Loc. 4), 1000W MH Flood (to Loc. 3.1)
 - Location 7: 35/6 Pole, 45/4 CCA Pole, 3/4" ACSP P/N DE, 107' 3/4" ACSP P/N DE, 4 - 5/16" span guys
 - Location 8: 2 - 5/16" Guy 3/4" Anchor
 - Location 9: 1 - 2 - 5/16" Guy 3/4" Anchor
 - Location 10: 306 ATT Pole, 45/4 CCA Pole, 60" Steel Arm, 5 - 1/2" ACSP P/N DE, 64' 2/4" ACSP P/N DE, 100W HPS Light
 - Location 11: 2/4" ACSP P/N DE, 128' 2/4" ACSP P/N DE, 5/16" Guy 3/4" Anchor, 2/4" ACSP P/N DE
 - Location 12: 2/4" ACSP P/N SUSP, 78' 2/4" ACSP P/N DE, 2 SUSP Angle Clamps, 5/16" Span Guy
 - Location 13: 3/4" ACSP P/N DE, 128' 3/4" ACSP P/N DE, 3 - C/OUBA, 5/16" Guy 3/4" Anchor
 - Location 14: 3/4" ACSP P/N TAN, 128' 3/4" ACSP P/N DE, 60" 2 Phase Bracket, Pole Cap Pin
 - Location 15: 3/4" ACSP P/N TAN, 105' 1/2" ACSP P/N DE, 105' 1/2" TPX SEC, 60" 2 Phase BKT, 60" Steel Arm, Pole Cap Pin, 105' 1/2" DPX SEC, *Reconnect SVCS
 - Location 16: 1/2" ACSP P/N TAN, Pole Cap Pin, 2/4" ACSP P/N DE, 60" Steel Arm, 50' 1/2" ACSP P/N DE, 50' 1/2" ACSP P/N DE, 10KVA XFMR, 1 - 10KVA XFMR, (120/240V 3/0 SVC), 1/2" CU ENH GRD, *Reconnect secondary for light circuit and svc, 50' 1/2" ACSP P/N
 - Location 17: 5/16" Guy 3/4" Anchor, 50KVA XFMR, 150' 2/4" ACSP P/N DE, 60' Steel Arm, 5/16" Sidewalk Guy, 3/4" Anchor, 75 KVA XFMR, 1/2" CU ENH GRD, 150' 1/2" TPX SEC, *Reconnect SVCS
 - Location 18: 50KVA XFMR, 1/2" ACSP P/N DE, 2/4" ACSP P/N DE, 43' 3/4" ACSP P/N DE, 60" Steel Arm, SEC DE, *Reconnect SVCS
 - Location 19: 45/4 Pole, 60" Steel Arm, 3/4" ACSP P/N DE, 5/16" Guy 3/4" Anchor

VOLTAGE DROP
S6004 @ 2nd Set of Apts
VD: 4.67%
XFMR Load: 61.3kVA 1/0
Flicker: 3.03

S18590 @ 3 Phase SVC
VD: 4.68%
XFMR Load: 7.1kVA 3/0
35.5kVA 1/0

S18598 @ Post Office
VD: 5.91%
XFMR Load: 41kVA 3/0
70.6kVA 1/0

Device No. Voltage: 12 kV
Feeder: MONTREAL D.S. 34028
Equipment Type: 300.5
UL: 2750 LG: 2821
110-2003 164-278
11-2381

ALABAMA POWER COMPANY

JOB: Montevallo Project Phase 2
Address: Vine & Main St.
Town: Montevallo
County: Shelby
Division: PD-Birmingham
District: Varnos

X- 34028
Y- XD2593

ENERGIZED LINE WORK

Sub: Montevallo D.S.
Feeder: 34028
Voltage: 12kV
Category: 1
OCB/OCR: N/A
Switch: XD2593
Fuse Size:

Sheet 1 of 2 Sheets W.E. # A6170-14-A712

Engineer: LaClaire Douglass
Radio: 12504
Created: 12/16/2013
Section 21 Township 22S Range 03W
Missall #: Update By:
Map Center: 1682895 - 12016047

20150916000324110 8/9 \$38.50
Shelby Cnty Judge of Probate, AL
09/16/2015 08:28:04 AM FILED/CERT

Parcel # 70270424 70270104
Date Assigned: 4-1-12
Date Cleared: 5-7-15
RW Agent: Dean Fritz

SKETCH OF PROPOSED WORK - SIMPLIFIED W.E.

Map Center UTM: 1682350 12016057

Map Center Latlon: 33.101082 -86.86237

1 inch = 92 feet

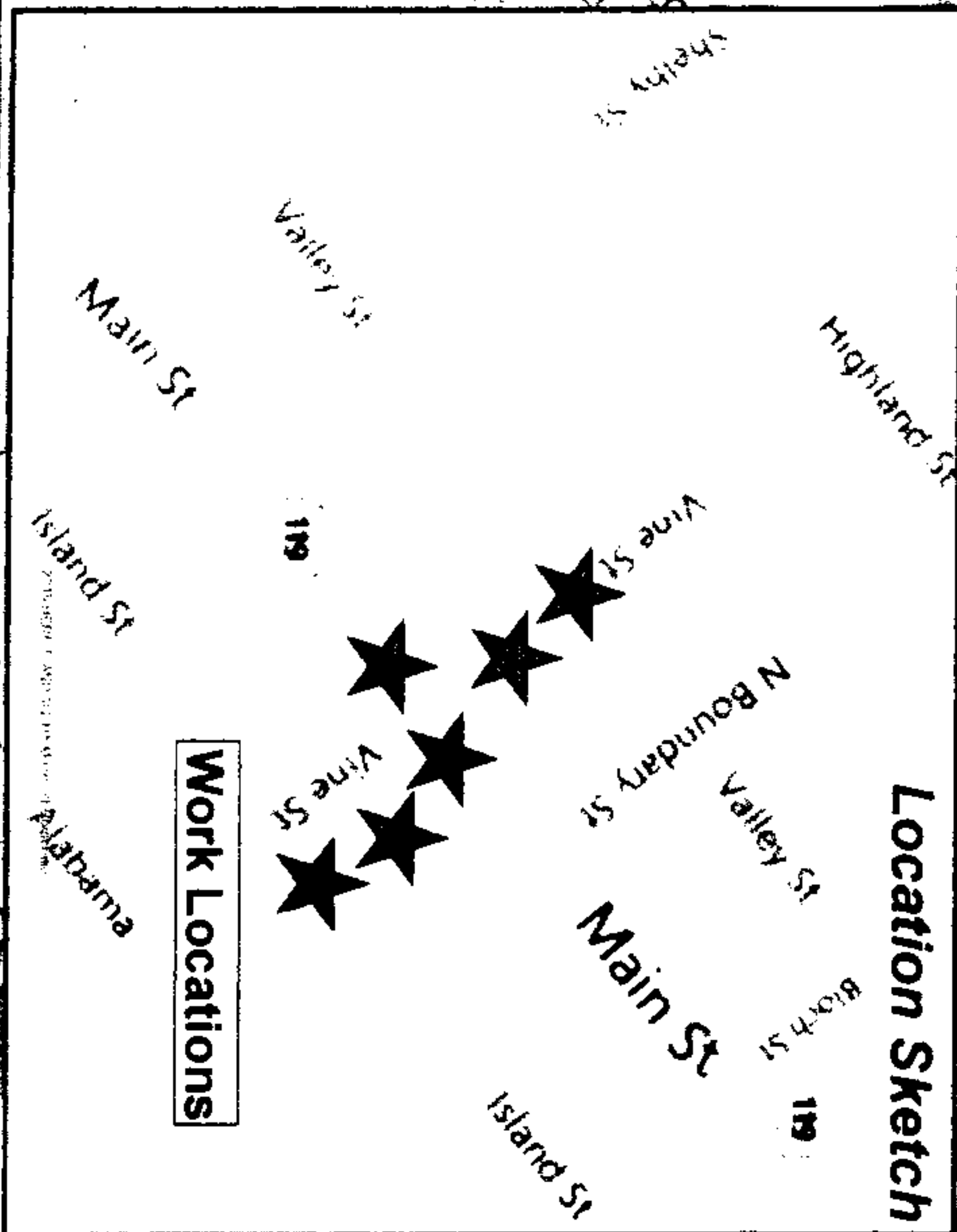


Customer Montevallo Project PH2	Location Vine & Main Street	Cmtd. Svc Date Dec. 30, 2015	County SHELBY	Section 21	Township 22S	Range 03W	Estimate No. A6170-14-A712	Missall No. _____
Division Birmingham	District Metro South-Varnons	Town Montevallo	UserID rtboyd	Created: 6/4/2015	Substation Montevallo DS	X- 34028 Y- XD2593	Work Date _____	Time _____
Substation Montevallo DS							Update _____	

ATTN CREW:
Please view old Job Print for Work
Locs and other detailed information.

Sectionalizing
Sketch

Work Locations



Work Locations

Foreman: _____
Cnst Completed By: _____
Date: _____

ENGINEER: RACHELBOYD LINC: 10*841

Notes:
1) Updated Job Sketch for WE# A6170-14-A712
2) ROW Released from Corp. McDonalds & Subway - 6/4
3) Updating Print to keep Existing 3Ø Svc to Post Office (ROW)

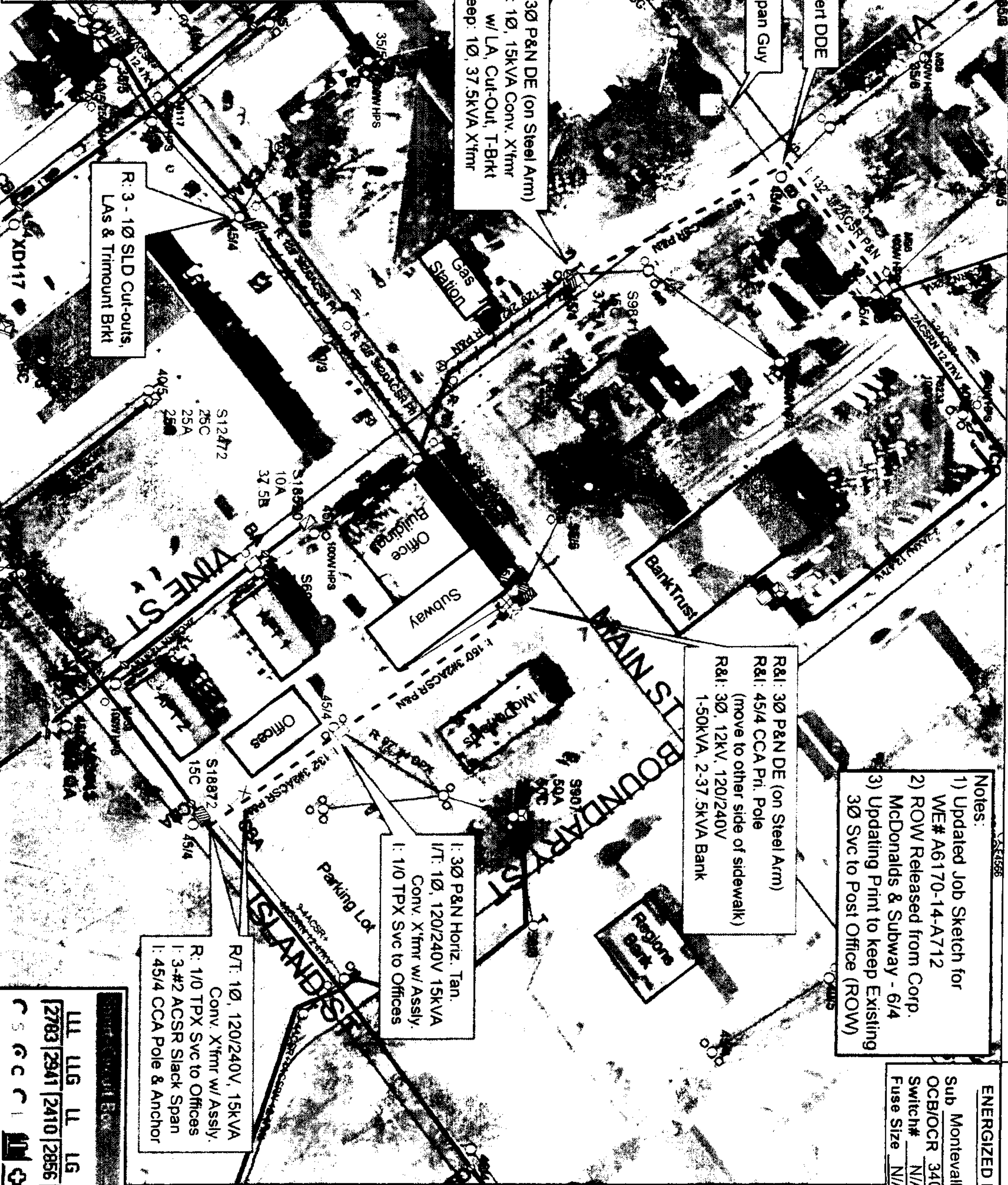
R&I: 3Ø P&N DE (on Steel Arm)
R&I: 45/4 CCA Pri. Pole
(move to other side of sidewalk)
R&I: 3Ø, 12KV, 120/240V
1-5ØKVA, 2-37.5KVA Bank

I: 3Ø P&N DE (on Steel Arm)
R: 1Ø, 15KVA Conv. X'tmr w/ LA, Cut-Out, T-Bkt
Keep: 1Ø, 37.5KVA X'tmr

I: 3Ø P&N Horiz. Tan.
I/T: 1Ø, 120/240V 15KVA
Conv. X'tmr w/ Assly.
I: 1/0 TPX Svc to Offices

R/T: 1Ø, 120/240V, 15KVA
Conv. X'tmr w/ Assly.
R: 1/0 TPX Svc to Offices
I: 3-#2 ACSR Slack Span
I: 45/4 CCA Pole & Anchor

R: 3 - 1Ø SLD Cut-outs,
LAS & Trimount Bkt



ENERGIZED LINE WORK
Sub Montevallo DS
OCB/OCR 34028
Switch# N/A
Fuse Size N/A

Voltage	
Pri.	Sec.
12KV	120/240V

Phone	Co. Name	AT&T	Y
CATV Co.	Co. Name	CHARTER	N
Accessible	Y		
Tree Crew	N		
Missall	N		
Permits Req'd			
R/W	N		
City	N		
County	N		
State	N		
Xmission	N		
X'tmr Loading			
KVA: N/A			
Volt Drop: N/A			
Flicker: N/A			

UT LUG L LG LG-R

2783 2341 2410 2556 278

5 6 6 6 1

TERC/DTIF MW 40:82:80 5102/91/60
LA 'eapd Probate fo agpnc kyud qdshs
05.83\$ 6/6 01142300091605102

