

Site Name: Alabaster Mall

Source of Title:

Deed Book 256, Page 836

EASEMENT - DISTRIBUTION FACILITIES

STATE OF ALABAMA

COUNTY OF SHELBY

W.E. No. A6170-06-AK15

APCO Parcel No. 70271774-1

Transformer No. X3727

This instrument prepared by: Dean Fritz

Alabama Power Company
2 Industrial Park Drive
Pelham, AL 35124

20160209000042010

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ESMTAROW 1/3

KNOW ALL MEN BY THESE PRESENTS, That Cellco Partnership d/b/a Verizon Wireless - Lessee (to the extent of their interest)

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, translosures, 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 located in the SE¼ of the NE¼ of Section 12, Township 21 South, Range 3 West, more particularly described in that certain instrument recorded in deed book 256, page 836, in the office of the Judge of Probate of said County.

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 said Grantor, has caused this instrument to be executed by Aparna Khurjekar

its authorized representative, as of the 2nd day of September, 2015

~~ATTEST (if required)~~ or WITNESS:

By: [Signature]
Its: M. Kiss

Cellco Partnership d/b/a Verizon Wireless (to the extent of their interest)
(Grantor - Name of Corporation/Partnership/LLC)

By: [Signature] (SEAL)
APARNA KHURJEKAR
Area Vice President Network
Its: _____
[indicate: President, General Partner, Member, etc.]

All facilities on Grantor: _____

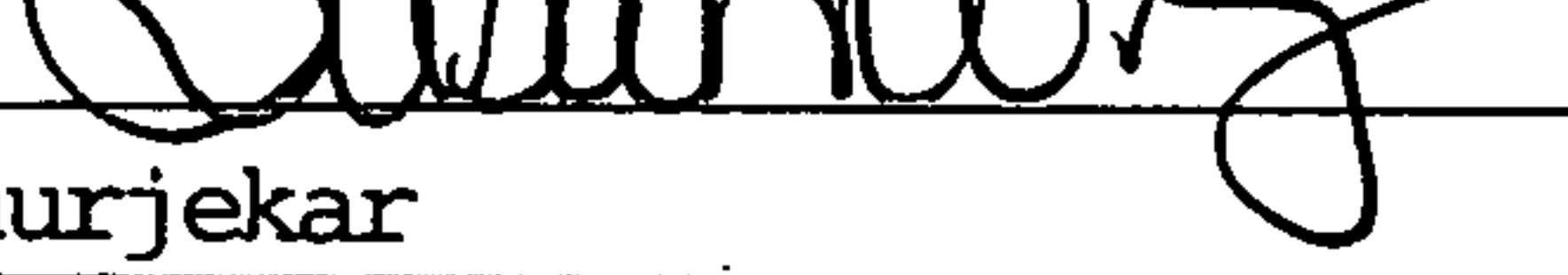
Station to Station: Loc 2700 to Loc 3700

20160209000042010 02/09/2016 02:58:49 PM ESMTAROW 2/3

CORPORATION NOTARY

STATE OF ~~ALABAMA~~ NORTH CAROLINA

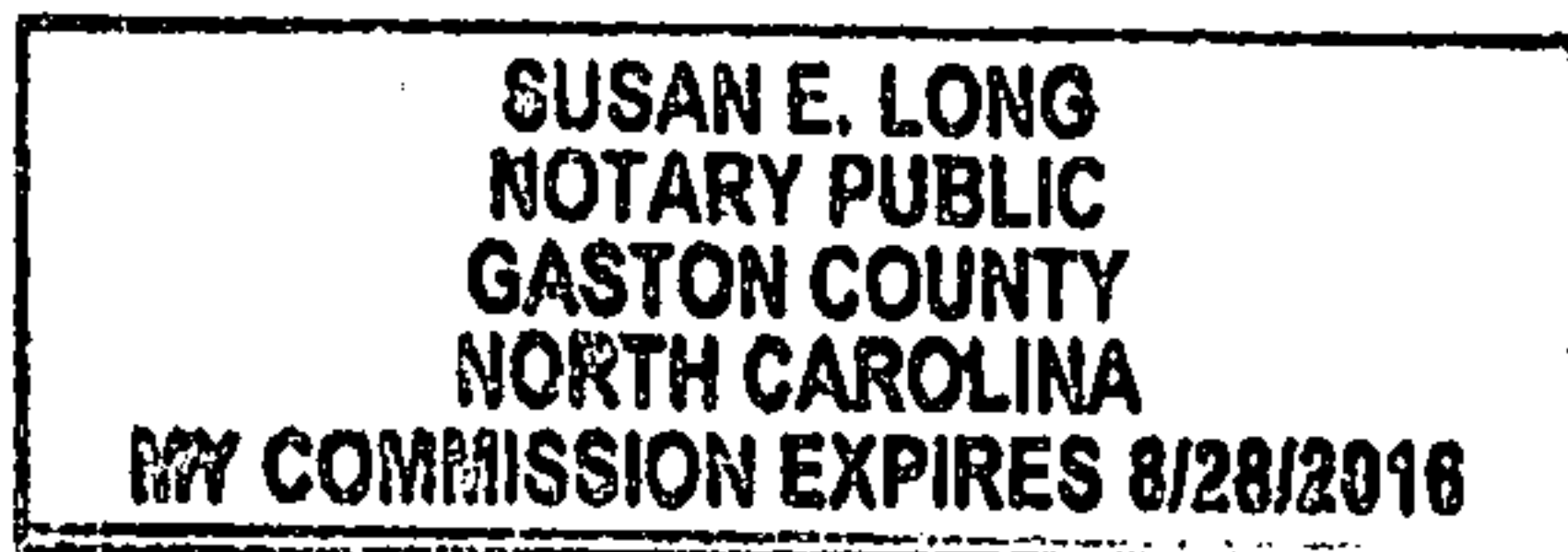
COUNTY OF MECKLENBURG

I, , a Notary Public, in and for said County in said State, hereby certify that
Aparna Khurjekar, whose name as Area Vice President Network of
Cellco Partnership d/b/a Verizon Wireless, general partnership ~~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 2nd day of September, 20 15

[SEAL]



Notary Public

My commission expires:

8/28/2016

SKETCH OF PROPOSED WORK - SIMPLIFIED W.E.

Map Center UTM: 1701219 12061221

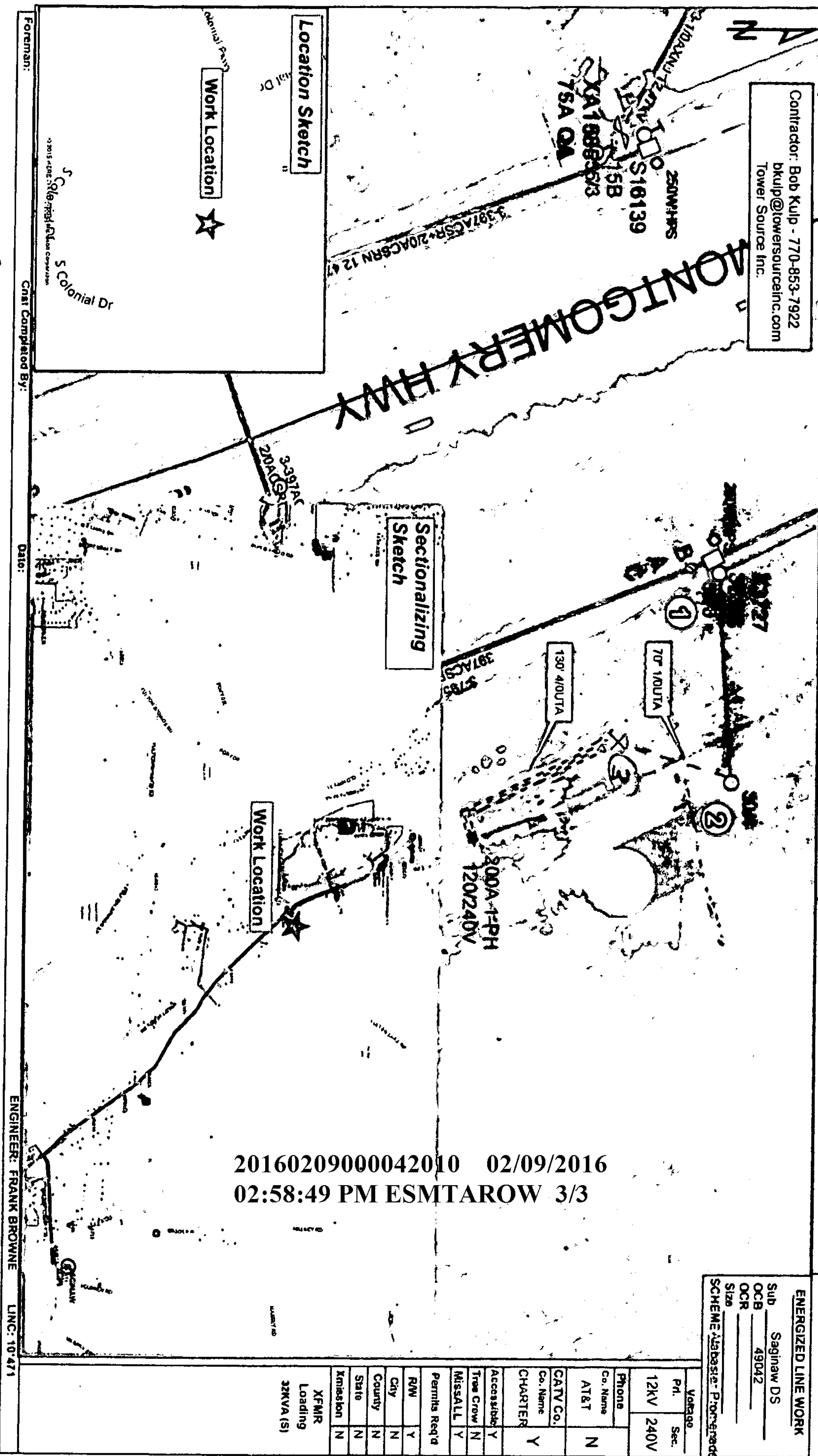
Map Center Lat/lon: 33 225178 -86 801106

1 inch = 52 feet

ALABAMA POWER

Customer Verizon	Location 377 Highway 31	Cont'd. Svc Date July 31, 2015	County SHELBY	Section 12	Township 21S	Range 03W	Estimate No. A6170-06-AK15	Missal No. Work Date Time Update
Division Birmingham	District Metro South-Vamons	Town Chelsea	Used fabrowne	Created: 6/2/2015	Substation Saginaw DS	X- 34734 Y- XA144		

Contractor: Bob Kulp - 770-853-7922
bkulp@lowersourceinc.com
Tower Source Inc.



20160209000042010 02/09/2016
02:58:49 PM ESMTAROW 3/3

ENERGIZED LINE WORK	
Sub	Saginaw DS
OCB	49042
OCR	
Size	
SCHEME Alabama Power	

Volage	12kv	240V
Pri.		
Sec.		
Co. Name	AT&T	N
CATV Co.		
Co. Name	CHARTER	Y
Access		Y
Tree Crew		N
Missall		Y
Permits Req'd		
R/W		Y
City		N
County		N
State		N
Mission		N
XFMR Loading		32KVA (S)

Foreman: _____ Date: _____ ENGINEER: FRANK BROWNE LINC: 10-471



Frank Browne

K/W Agent Wendy
Date Assigned 6-2-15
Date Cleared 12-4-15
Parcel # 70271774 70271774-1
70275057