

EASEMENT – DISTRIBUTION FACILITIES

STATE OF ALABAMA

COUNTY OF SHELBY

W.E. No. A6170-00-F115

APCO Parcel No. 70276031

Transformer No. _____

This instrument prepared by: Shannon Floyd

Alabama Power Company
2 Industrial Park Drive
Attn: Shannon Floyd/Corp RE
Pelham, AL 35124

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20160211000045010
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ESMTAROW 1/3

KNOW ALL MEN BY THESE PRESENTS, That Sierra Building Company, LLC

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 Jefferson County, Alabama (the "Property"): a parcel of land located in the SW ¼ of the SW ¼ of Section 15, Township 20 South, Range 3 West, more particularly described in that certain instrument recorded in Deed Book LR201515, page 15011 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 Billy Gossett
its authorized representative, as of the 9th day of December, 2015.

ATTEST (if required) or WITNESS:

By: [Signature]

Its: _____

Sierra Building Company, LLC

By: [Signature] (SEAL)

Its: Member

All facilities on Grantor: X Station to Station:

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CORPORATION/PARTNERSHIP/LLC NOTARY

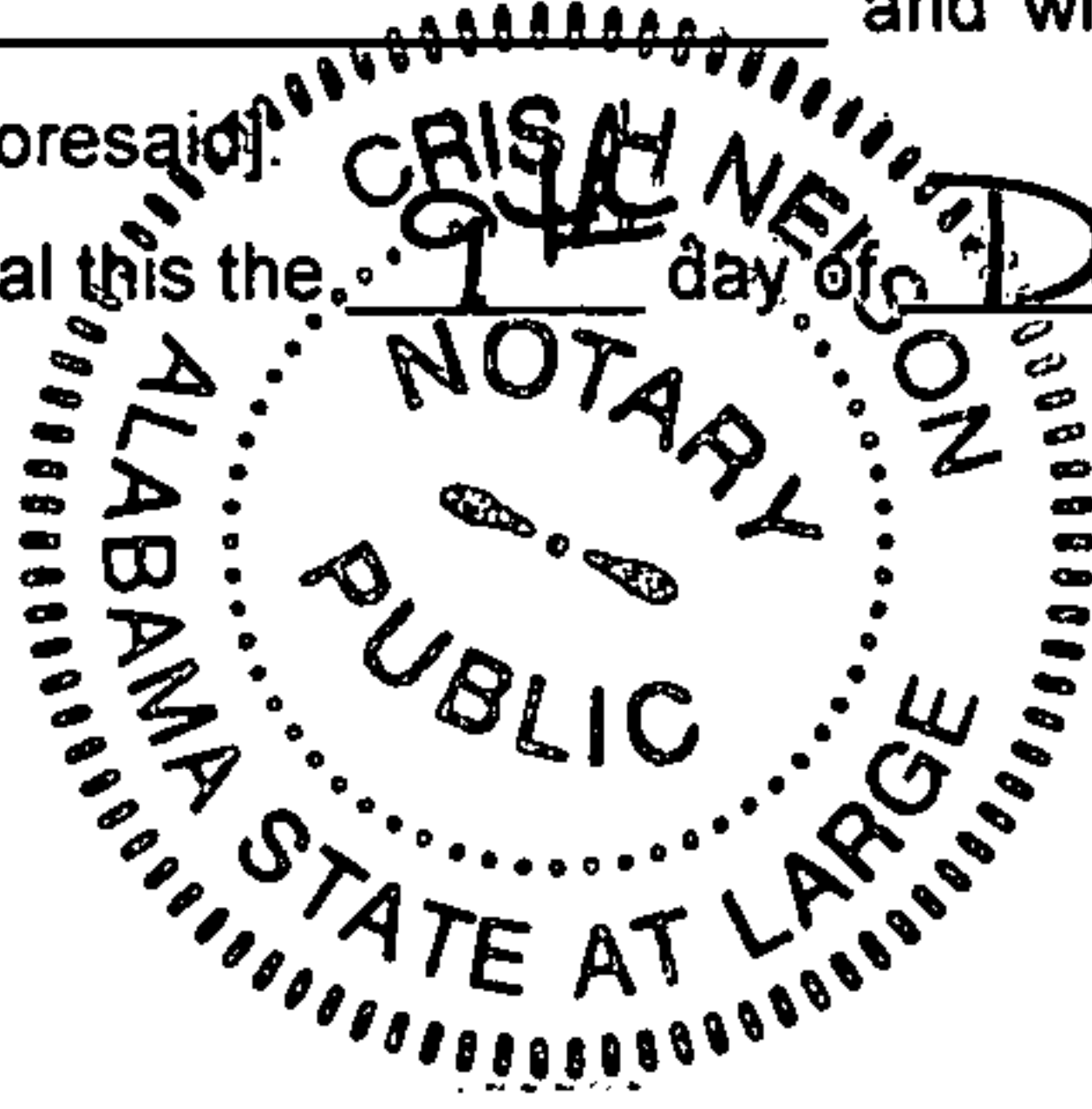
STATE OF ALABAMA

COUNTY OF Shelby

I, Cris Nelson, a Notary Public in and for said County in said State, hereby certify that Billy Gossett, whose name as member of Sierra Building Co., a limited liability company, [acting in its capacity as] 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 limited liability company [acting in such capacity as aforesaid].

Given under my hand and official seal this the 9th day of December, 2015.

[SEAL]



Cris Nelson
Notary Public
My commission expires: 6/21/2017

SKETCH OF PROPOSED WORK - SIMPLIFIED W.E.

Map Center UTM: 1687384 12085715

Map Center LatLong: 33.292574 -86.845589

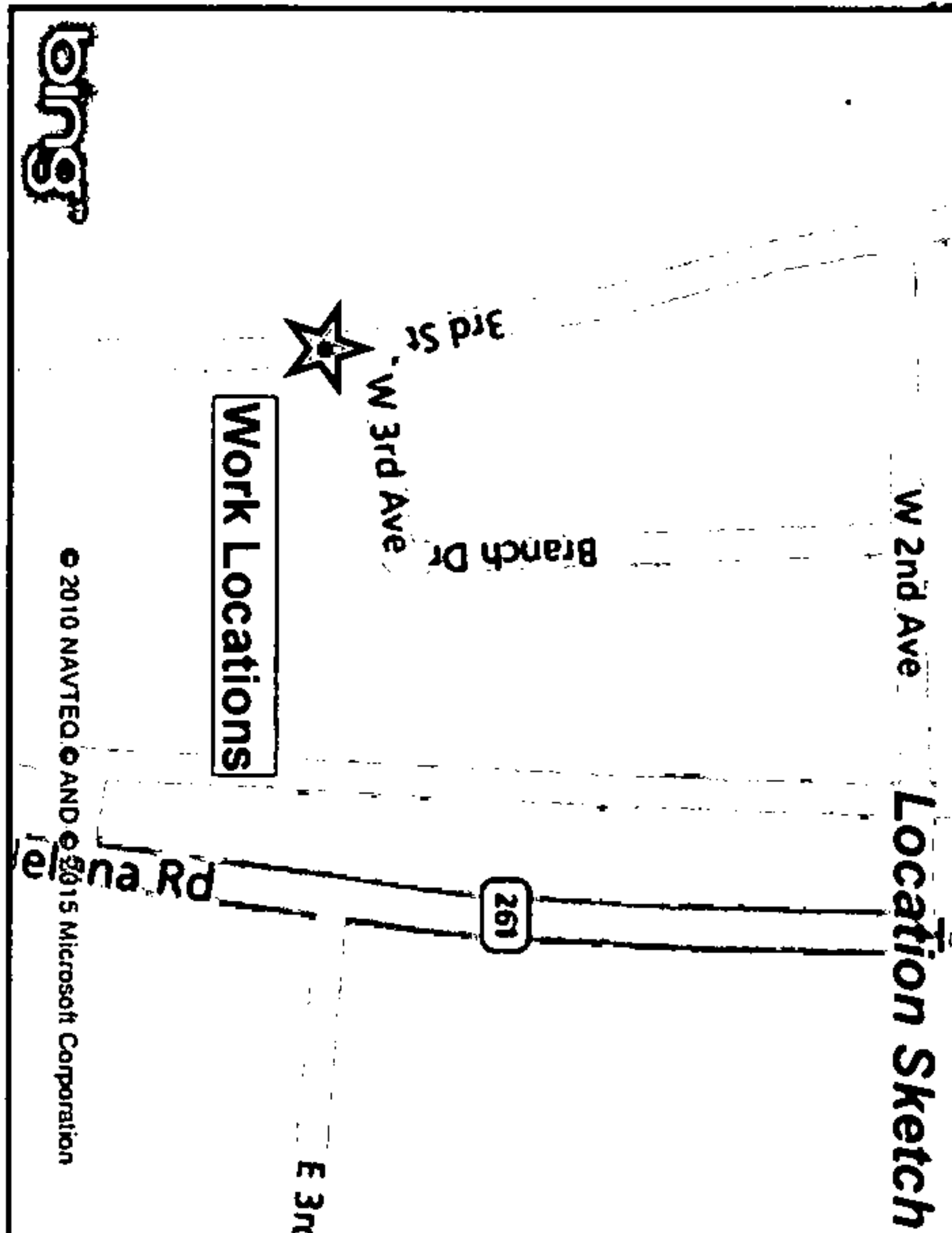
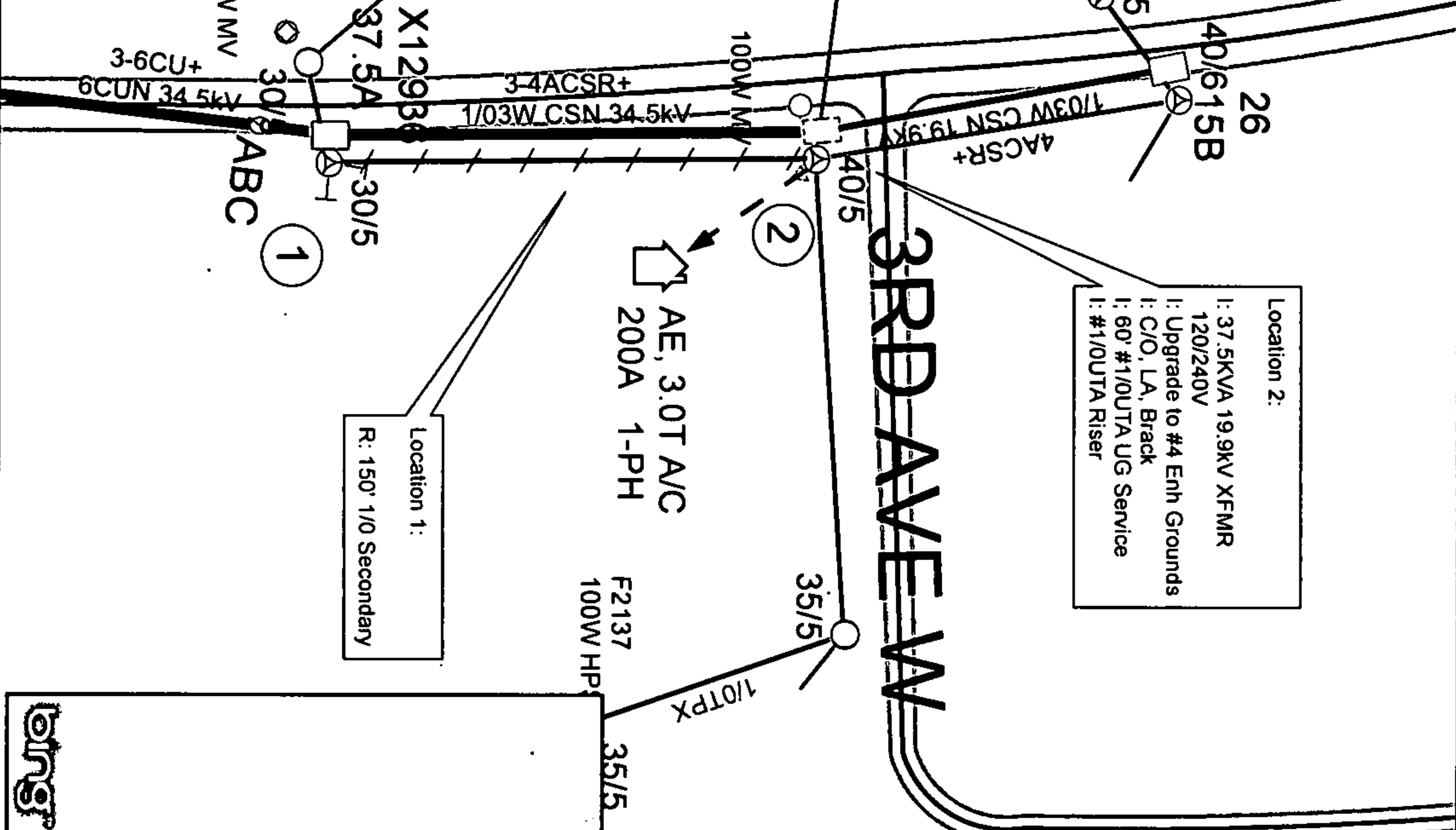
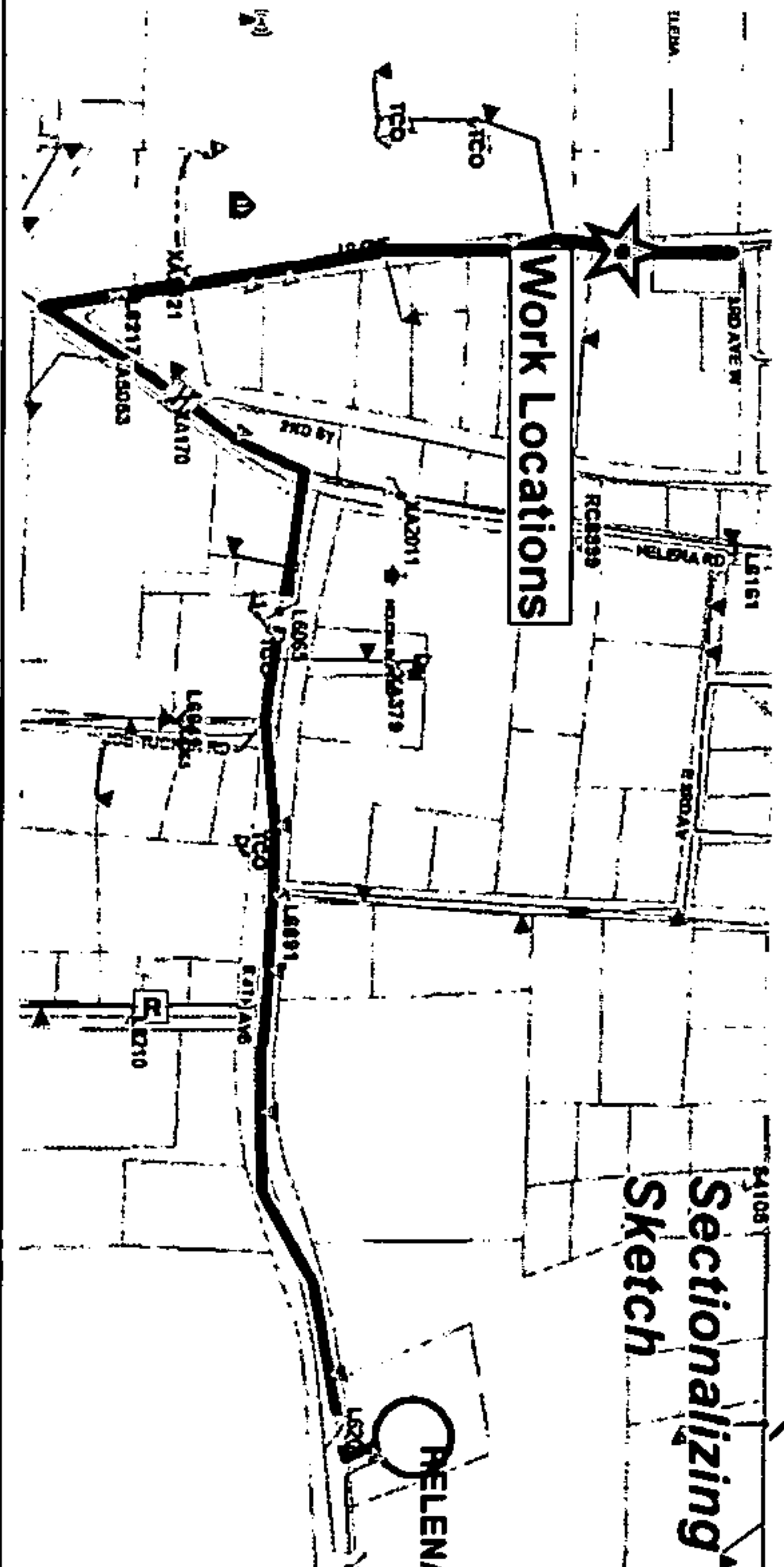
1 inch = 50 feet



Customer Sierra Building Co	Location 292 3rd Ave W	Cmtd. Svc Date January 15, 2016	County SHELBY	Section 15	Township 20S	Range 03W	Estimate No. A6170-00-F115	Missall No. Work Date Time Update
Division Birmingham	District Metro South-Varnons	Town Helena	UserID fabrowne	Created: 12/8/2015	Substation Helena DS	X- 39824 Y- L8217		

RW Agent Shannon Floyd
Date Assigned 12/8/15
Date Cleared 12/9/15
Parcel # 70276031

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Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
02/11/2016 02:59:29 PM
\$20.50 CHERRY
20160211000045010



Foreman: _____ Date: _____
Cnst Completed By: _____
ENGINEER: Frank Browne LINC: _____

ENERGIZED LINE WORK	
Sub Helena DS	
OCB/OCR 49472	
Switch# L8217	
Fuse Size 100A	
Voltage	
Pri. 35KV	Sec. 120/240V
Phone	
Co. Name AT&T	N
CATV Co.	
Co. Name CHARTER	N
Accessible Y	
Tree Crew N	
MISSALL N	
Permits Req'd	
RW Y	
City N	
County N	
State N	
Xmission N	
Xmr Loading	
kVA: 15.8	
Volt Drop: 1.46	
Flicker: 2.49	