

**EASEMENT - DISTRIBUTION FACILITIES**

**STATE OF ALABAMA     )**

**COUNTY OF SHELBY     )**

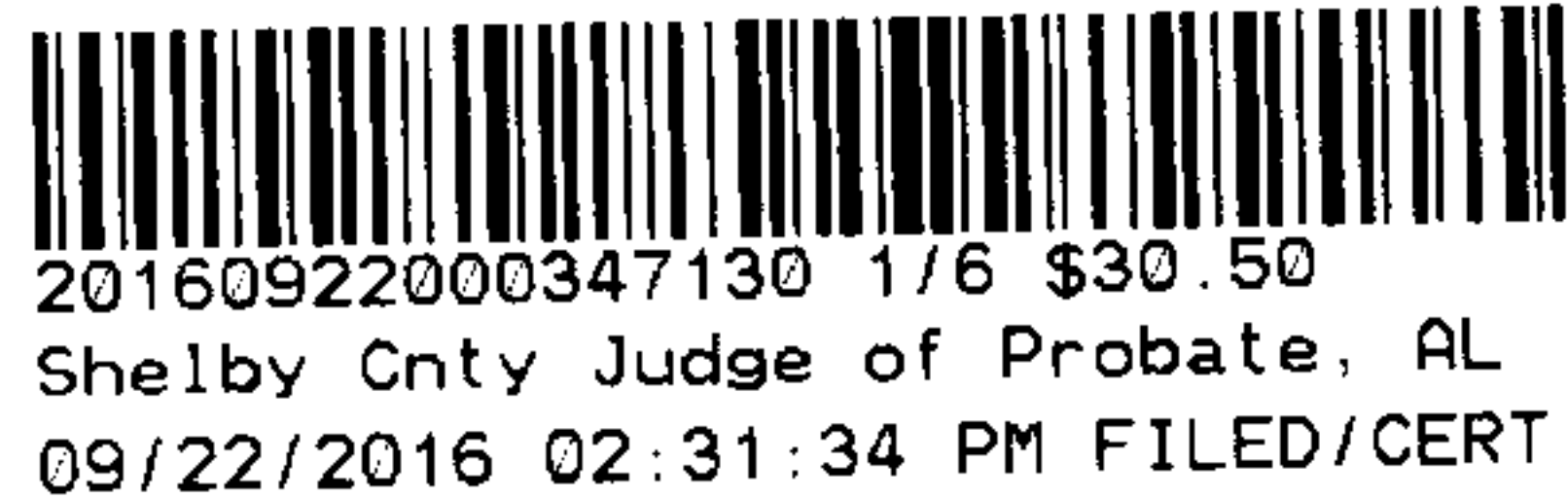
**W.E. No. A6170-05-B615**

APCO Parcel No. 70274766

Transformer No.

This instrument prepared by: J. PATRICK REED

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



Shelby County, AL 09/22/2016  
State of Alabama  
Deed Tax: \$ .50

**A. GRANT.** KNOW ALL MEN BY THESE PRESENTS, That **Regions Bank**, an Alabama banking corporation, as grantor (the "Grantor") for and in consideration of One and No/100 Dollar (\$1.00) and other good and valuable consideration, to Grantor in hand paid 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 described and designated in Section B below.

**B. RIGHTS.** Grantor does hereby grant to the Company, its successors and assigns, an easement (hereinafter known as "Easement") to construct, install and maintain poles, towers, wires, conduits, fiber optics, cables, trans closures, transformers, anchors, guy wires and other facilities reasonably necessary for the overhead and/or underground transmission and distribution of electric power, from time to time over, under and across, a strip of land which is eight (8) feet by two (2) feet and which is generally shown on Exhibit A attached hereto (the "Easement Area"), together with all the rights and privileges reasonably necessary or convenient for the full enjoyment or use thereof for the purposes above described, including the right of ingress and egress to and from said Easement Area and the right to cut, remove, or otherwise kill, and keep clear by any means, including chemicals, all trees and undergrowth and all other obstructions under, on or above said Easement Area.

**C. PROPERTY DESCRIPTION.** The Grantor and the Company acknowledge and agree that the Easement Area is the following described real property situated in Shelby County, Alabama (the "Property"):

A PORTION OF THE PARCEL OF LAND DESCRIBED IN DEED INSTRUMENT 2001, PAGE 47096 IN THE RECORDS OF THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA. PURSUANT TO DRAWING # A6170-05-B615 SITUATED IN SECTION 21, TOWNSHIP 20 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA.

**D. ADDITIONAL PROVISIONS.**

(i) Subject to the terms of this instrument, this grant and agreement shall be binding upon and shall inure to the benefit of Grantor, the Company and each of their respective successors and assigns and the words "Company" and "Grantor" as used in this instrument shall be deemed to include the successors and assigns of such parties.

(ii) The Grantor shall have the right to cultivate and use the Easement Area for any purpose not inconsistent with the rights which the Company may from time to time exercise hereunder; provided, however, (a) Grantor acknowledges and agrees not to plant (or allow the planting) of any trees and/or bushes within the Easement Area; and (b) Company acknowledges and agrees that Grantor may be currently using all or a portion of the Easement Area for parking and/or for such other purposes, it being understood and agreed that Grantor shall have the right to continue using the Easement Area for such purposes and Company shall utilize good faith efforts to avoid any use of the Easement Area that would interfere in any respect (even if temporary in nature) with such parking or other existing uses by Grantor. In addition, notwithstanding anything to the contrary herein, Company acknowledges and agrees that one or more electrical transformers which benefit the Grantor's Property may be located within the Easement Area. Company agrees that it will utilize efforts consistent with good industry practice and the National Electrical Safety




Code to ensure that any use of the Easement Area by Company shall not interfere with or otherwise affect said electrical transformers regardless of whether said electrical transformers are located within the Easement Area.

(iii) Notwithstanding anything to the contrary in this Agreement, Grantor does not convey any land, but merely grants the rights, privileges and the easement hereinbefore set out. The Company, its successors and assigns, shall have the non-exclusive right to use and enjoy the Easement Area covered by the easement only for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Company have any right to erect buildings or similar structures on or over any portion of the Easement Area. If, however, the Company should abandon said easement or fail to use the same for a period of six (6) consecutive months after removal of its facilities, then, subject to any regulatory requirements, said easement, along with any and all rights and interests granted to the Company under this Agreement, shall cease and terminate, and all the rights and interest hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement crosses. Furthermore, unless resulting from the exercise of the rights granted herein, the Company shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

(iv) The Company shall exercise reasonable diligence in performing any of its rights within the Easement Area so as to (i) avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with Grantor's use of the Easement Area (or any other portion of the Grantor's Property). Company shall use reasonable efforts to coordinate with Grantor prior to any construction or maintenance within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance, it being understood and agreed that, at a minimum, any such construction and/or maintenance (i) shall (except in the case of an emergency) require at least two (2) business days prior notice to the Grantor's authorized representative, and (2) shall (except in the case of an emergency) be performed (and completed) before or after normal business hours of the Grantor. No excavated dirt or debris may be left within the Easement Area. All excavated materials shall be properly disposed of by the Company. Company furthermore agrees not to store any tools, equipment or vehicles within the Easement Area at any time.

(v) The Company hereby agrees to indemnify and hold Grantor harmless from and against the claims of all persons for damage to property or injury to or death of persons to the extent caused by Company's construction and/or maintenance work hereunder or the Company's negligent use of the easement granted herein. In addition, the Company, at Company's sole cost and expense, will restore the Easement Area to a condition as good or better than prior to it performing any such work. Furthermore, Company, at Company's sole cost and expense, shall repair any damage to the Easement Area and any portion of the Grantor's Property or any improvements located thereon, including, without limitation, any fences, driveways, drainage channels, and any other improvements, to the extent caused by the Company, its agents, employees, representatives, contractors, or subcontractors, or to the extent arising from any construction and/or maintenance performed by Company or from the Company's use of said easement.

(vi) Grantor makes no warranty, covenant or representation respecting the nature of the quality of the grant of easement being hereby conveyed, it being understood and agreed that the grant of easement is hereby made subject to any and all easements, conditions, restrictions and other conditions that are of record, or which otherwise would be shown on a current, accurate survey of the property or by an inspection thereof.

  
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Shelby Cnty Judge of Probate, AL  
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IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its authorized representative as of the 22nd day of October, 2015.

WITNESS:

By: [Signature]  
Its: Vice President

REGIONS BANK

By: Korey J. Cox  
Its: Vice President

STATE OF ALABAMA }  
COUNTY OF Jefferson }


I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Korey J. Cox, whose name as the Vice President of Regions Bank, an Alabama 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 the instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said banking corporation on behalf of said banking corporation.

Given under my hand and official seal, this the 22nd day of October, 2015.

[SEAL]

[Signature]  
Notary Public  
My commission expires: \_\_\_\_\_

MY COMMISSION EXPIRES:  
January 24, 2018

  
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Shelby Cnty Judge of Probate, AL  
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IN WITNESS WHEREOF, Company has caused this instrument to be executed by its authorized representative as of the 22<sup>ND</sup> day of OCTOBER, 2015.

WITNESS:

By: \_\_\_\_\_

Its: \_\_\_\_\_

ALABAMA POWER COMPANY  
By: [Signature]  
Its: TEAM LEADER - APP. / RR / CORP. ACQ'S

STATE OF ALABAMA }  
COUNTY OF JEFFERSON }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that JERRY D. ROBERSON, whose name as the TEAM LEADER 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 the instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on behalf of said corporation.

Given under my hand and official seal, this the 22<sup>ND</sup> day of OCTOBER, 2015.

[SEAL]

[Signature]  
Notary Public  
My commission expires: 7-31-2017


  
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Exhibit A

[Easement Area]

Lat/Long Center: 33.278863 -86.853254		County: Shelby	Section: 21	Township: 20S	Range: 03W
Cmted. Svc Date: 10/16/2015		Callback Date: 9/17/2015	Missall No. _____		WE #: A6170-05-B615
Town: HELENA		Created: 9/17/2015	Date Good Thru Date: _____		Engineer: SHGUY--10820
X- 39824 Y- L6555		Scale: 1 inch = 117 feet	JETS Reference		Phone Co. Co Name: AT&T

**METERING INFORMATION**  
800 A MAIN  
METER: CL 20A MULTIFORM 8/9S  
SOCKET: 13 TERM  
CTS: (3) 200:5 - 2 1/2"

PROP XFMR LOADING: 132 KVA  
3 PH LOADING: 120 KVA  
1 PH LOADING: 12 KVA  
PROP VD: 4.51 %

**NOTE FOR INSTALLATION**  
POLE STAKED AT 3' 6" OFF CURB  
ANCHOR TO BE APPROX 16' FROM POLE  
3RD PARKING SPACE ON NORTH SIDE  
OF BUILDING. ANCHOR ON EDGE OF  
LANDSCAPED AREA

**CROSSHATCHED  
PROPOSED EASEMENT  
AREA 8' x 2'. ANCHOR TO  
BE INSTALLED 16' BEHIND  
NEW POLE IN LANDSCAPED  
AREA**

**EASEMENT  
AREA INSET**

Transfer Notice Req'd		
CATV Co.		
Co Name		CHARTER
Transfer Notice Req'd		
Accessible	Y	
Tree Crew		
<b>Permits Req'd</b>		
R.W.	Y	
City		
County		
State		
Transmission		
<b>Voltage</b>		
Pri.	Sec.	
35 KV	120V 208 V	
<b>HOTLINE INFO</b>		
Sub: HELENA		
Fdr #	2	
Bkr #	39824	
Prot Sw: L6555		

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**Range**  
**03W**

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