

EASEMENT - POLE LINE

STATE OF ALABAMA

COUNTY OF SHELBY

W.E. No. A6710-46-A315

APCO Parcel No. 70278907

Transformer No. Q6319

This instrument prepared by: Dean Fritz

Alabama Power Company
2 Industrial Park Drive
Pelham, AL 35124

500-

20160926000350100

09/26/2016 08:50:25 AM

ESMTAROW 1/3

KNOW ALL MEN BY THESE PRESENTS, That M3 Properties, 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 described below.

The right from time to time to construct, install, operate and maintain upon, over and across the Property described below, all poles, towers, wires, fiber optics, cables, communication lines, transformers, anchors, guy wires and other facilities useful or necessary in connection therewith (collectively, the "Facilities") for the overhead transmission and distribution of electric power and communications, along a route selected by the Company which is generally shown on the Company's drawing attached hereto and made a part hereof and which is to be determined by the locations in which the Company's Facilities are installed, and also the right to clear and keep clear a strip of land extending fifteen feet (15') from each side of the center line of the Facilities; further, the right in the future to install and utilize intermediate poles and Facilities on said strip, and the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the thirty foot (30') strip for the Facilities that, in the sole opinion of the Company, may now or hereafter endanger, interfere with or fall upon any of the 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 the Facilities 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 or above said Facilities.

The easements, rights and privileges granted hereby shall apply to, and the word "Property" as used in this instrument shall mean, the following real property situated in Shelby County, Alabama (the "Property"): See Exhibit "A" attached hereto and made a part hereof.

with operation of Grantor's business or
It is agreed that in the event said facilities materially interfere with the construction of buildings or other permanent structures that may be erected on Grantor's land in the future, Company will relocate said facilities one time and at Company's expense to a new location ~~provided by Grantor, if such location will permit the replacement line to be constructed using like materials and equipment~~ and Grantor hereby agrees that upon such relocation Company shall have the rights herein granted with respect thereto.

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 the 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 said Company, its successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantor, has caused this instrument to be executed by J D Mitchell

its authorized representative, as of the 5th day of November, 2015.

ATTEST (if required) or WITNESS:

M3 Properties, LLC

(Grantor - Name of Corporation/Partnership/LLC)

By: _____

By: [Signature] (SEAL)

Its: _____

Its: controller

[Indicate: President, General Partner, Member, etc.]

[Handwritten mark]

For Alabama Power Company Corporate Real Estate Department Use Only

Parcel No: 70278907

All facilities on Grantor: _____

Station to Station: Loc 1+131 to Loc 2+00 (NE)

CORPORATION/LLC NOTARY

STATE OF ALABAMA

COUNTY OF Jefferson

I, _____, a Notary Public, in and for said County in said State, hereby

certify that J D Mitchell, whose name as CONTROLLER

of m3 Properties, ^{a LLC} ~~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 ^{LLC} ~~Corporation~~.

Given under my hand and official seal, this the 5th day of November, 2015.

[SEAL]

Charlott Capps Patterson
Notary Public

My commission expires: October 28, 2016



Data Assigned 10-29-15

Date Cleared 11-12-15

Parcel # **70278905** **70278907**
ALABAMA POWER
 * Member Company

1 inch = 58 feet

Map Center LatLon: -86.8141

Map Center UTM: 97206 12072524

SKETCH OF PROPOSED WORK - SIMPLIFIED W.E.

Customer Krystal's - Alabaster	Location 1103 1st Street North	Cmtd. Svc Date 2/25/2015	County SHELBY	Section 35	Township 20S	Range 03W	Estimate No. A6710-46-A315	ENERGIZED LINE WORK
Division Birmingham	Operation Center - District Metro South	Town Alabaster, AL 35007	UserID krevans	Created: 10/16/2015	Substation Pelham DS	Sub: OCB/OCR: Switch #: Scheme: NO		
			X- 34526 Y- Q6319					

[illegible]

Program: _____
 Crst Completed By: _____
 Date: _____
 ENGINEER: KEVANS LINC: 10 ' 6