

EASEMENT - POLE LINE  
Source of Title:  
Instrument #20050504000213100

500w

File

STATE OF ALABAMA  
COUNTY OF SHELBY  
W.E. No. A6170-06-AB16

APCO Parcel No. ~~72222990-002~~ 72223066-001

Transformer No. X277

This instrument prepared by: Dean Fritz

Alabama Power Company  
2 Industrial Park Dr  
Pelham, AL 35124

Exhibit "A"

20161018000382060  
10/18/2016 11:15:26 AM  
ESMTAROW 1/4

KNOW ALL MEN BY THESE PRESENTS, That Leverage, Inc.

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. **Exhibit "B" depicts Grantor's improvements.**

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"): A part of a parcel of land located in the NE¼ of the SE¼ of Section 35, Township 20 South, Range 3 West, more particularly described in that certain instrument recorded in Instrument #20050504000213100, 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 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 Marc A. Perlman

its authorized representative, as of the 27<sup>th</sup> day of June, 2016.

ATTEST (if required) or WITNESS:

Leverage, Inc.  
(Grantor - Name of Corporation/Partnership/LLC)

By: [Signature]

By: Marc A. Perlman (SEAL)

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

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

72223066-001

For Alabama Power Company Corporate Real Estate Department Use Only Parcel No: ~~72222990-002~~

All facilities on Grantor: \_\_\_\_\_ Station to Station: Loc 4 +00 to Loc 5+00 (NE)

CORPORATION/LLC NOTARY

STATE OF AL

COUNTY OF Jefferson

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

certify that Marc Pedman, whose name as President of Leverage, Inc., 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 Corporation

Given under my hand and official seal, this the 22 day of June, 2016.

[SEAL]

Vicki Rogers  
Notary Public

My commission expires: 5-19-17



RW Agent: Dean Fritz  
 Date Assigned: 5-19-16  
 Date Cleared: 7-26-16  
 Permit # 70222990-001001  
70223065-001 Estimate No. 003  
7023066-001 A6170-06-AB16

STA 1+00 TO STA 3+00  
43' DEDICATED ROAD

Exhibit "A"

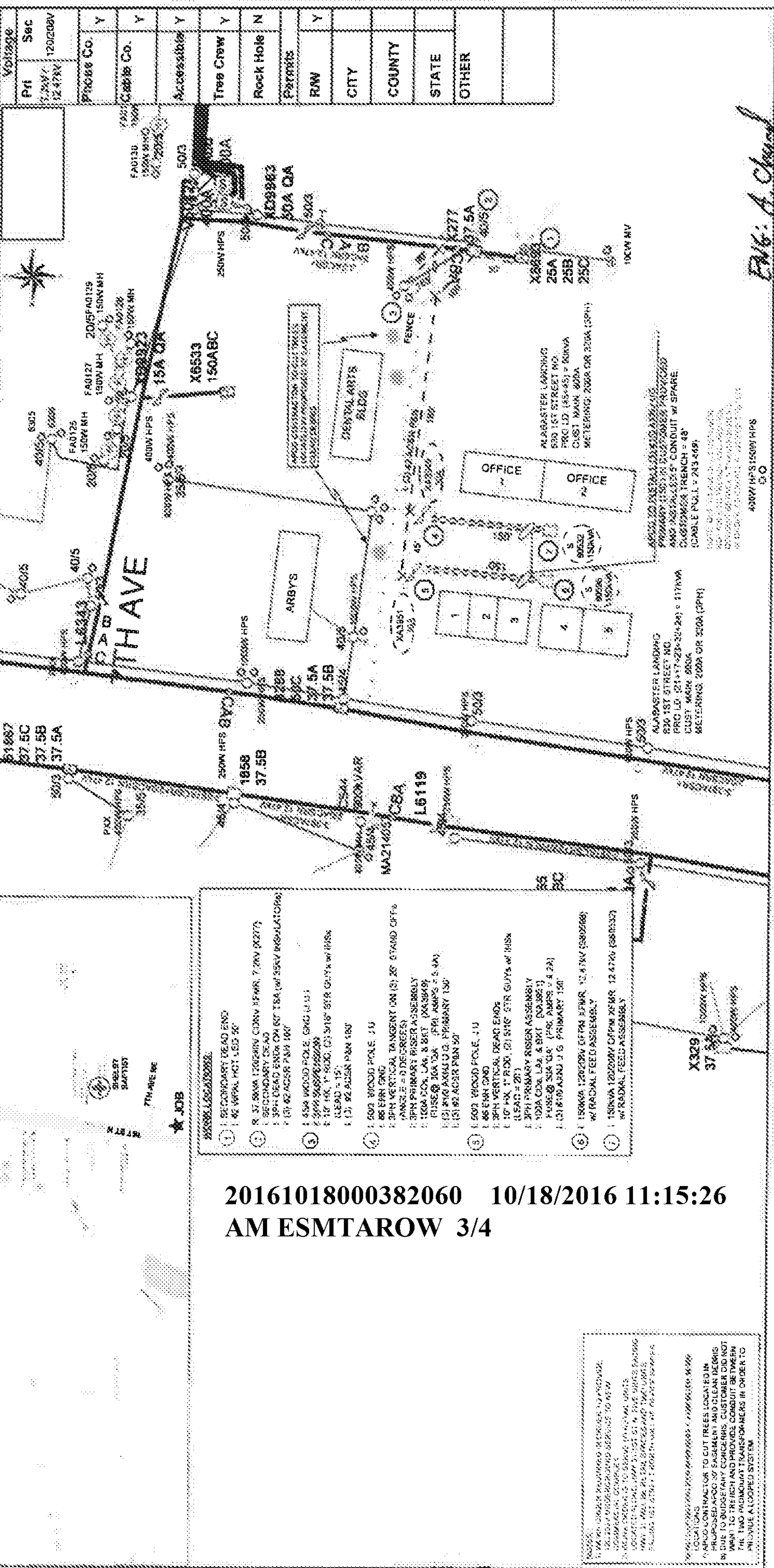
**SKETCH OF PROPOSED WORK - SIMPLIFIED W.E.** Map Center UTM: 1696985 12070530 Map Center Lat/Lon: 33 250785 -86 8149

Customer	ALABASTER LANDING
Division	BIRMINGHAM-SOUTH
Location	630 1ST STREET NO.
District	METRO SOUTH
Created Svc Date	06/30/2016
Town	ALABASTER
County	Shelby
Section	35
Township	20S
Range	01W
Add'l Info.	Substation: ALABASTER D.S. X. 24870
UserID	#11507
There is no valid login user.	
Created:	7/29/2016
Y. X.	XD9963

MISSISSIPPI TICKET # 16211029  
 GOOD THRU: 08/16/2016  
 OPERATE: 08/16/2016

ENERGIZED WORK PERMIT:  
 Substation: ALABASTER D.S.  
 Feeder: #2, 24870  
 Switch: XD9963  
 Fused: 50A  
 O.C.R.: N/A

Loc	Transformer Loading	Voltage	Pri	Sec
6	117KVA	120/200V	Y	Y
7	90KVA	120/200V	Y	Y



*ENG: A. Clark*

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NOT TO SCALE  
 THIS SKETCH IS A SIMPLIFIED REPRESENTATION OF THE PROPOSED WORK AND IS NOT TO BE USED FOR CONSTRUCTION OR BIDDING PURPOSES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND CONDITIONS ON THE GROUND. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL AREAS TO ORIGINAL OR BETTER CONDITION AFTER THE WORK IS COMPLETED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS TO ALL ADJACENT PROPERTIES AND PUBLIC AREAS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE SAFETY MEASURES AND TRAFFIC CONTROL DURING THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE SIGNAGE AND BARRIERS TO PROTECT THE WORK AREA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE LIGHTING AND SIGNALING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE COMMUNICATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE RECORD DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE AS-BUILT DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE PHOTOGRAPHS AND VIDEO. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE LOGS AND REPORTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE TRAINING AND QUALITY CONTROL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE SAFETY TRAINING AND CERTIFICATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE PERSONNEL AND EQUIPMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE SCHEDULE AND TIMELINE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE BUDGET AND COST ESTIMATE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE RISK ASSESSMENT AND MITIGATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE COMMUNICATIONS AND COORDINATION WITH ALL STAKEHOLDERS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE DOCUMENTATION AND RECORD KEEPING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE COMPLIANCE WITH ALL APPLICABLE LAWS, REGULATIONS, AND STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE TRANSPARENCY AND ACCOUNTABILITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE INTEGRITY AND ETHICS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE PROFESSIONALISM AND EXCELLENCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE CUSTOMER SATISFACTION AND SERVICE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE REPUTATION AND BRAND VALUE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE INNOVATION AND LEADERSHIP. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE SUSTAINABILITY AND SOCIAL RESPONSIBILITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE COMMUNITY ENGAGEMENT AND PARTNERSHIP. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE RISK MANAGEMENT AND CONTINGENCY PLANNING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE QUALITY MANAGEMENT AND CONTINUOUS IMPROVEMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE PERFORMANCE AND ACCOUNTABILITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE INTEGRITY AND ETHICS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE PROFESSIONALISM AND EXCELLENCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE CUSTOMER SATISFACTION AND SERVICE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE REPUTATION AND BRAND VALUE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE INNOVATION AND LEADERSHIP. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE SUSTAINABILITY AND SOCIAL RESPONSIBILITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE COMMUNITY ENGAGEMENT AND PARTNERSHIP. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE RISK MANAGEMENT AND CONTINGENCY PLANNING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE QUALITY MANAGEMENT AND CONTINUOUS IMPROVEMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE PERFORMANCE AND ACCOUNTABILITY.

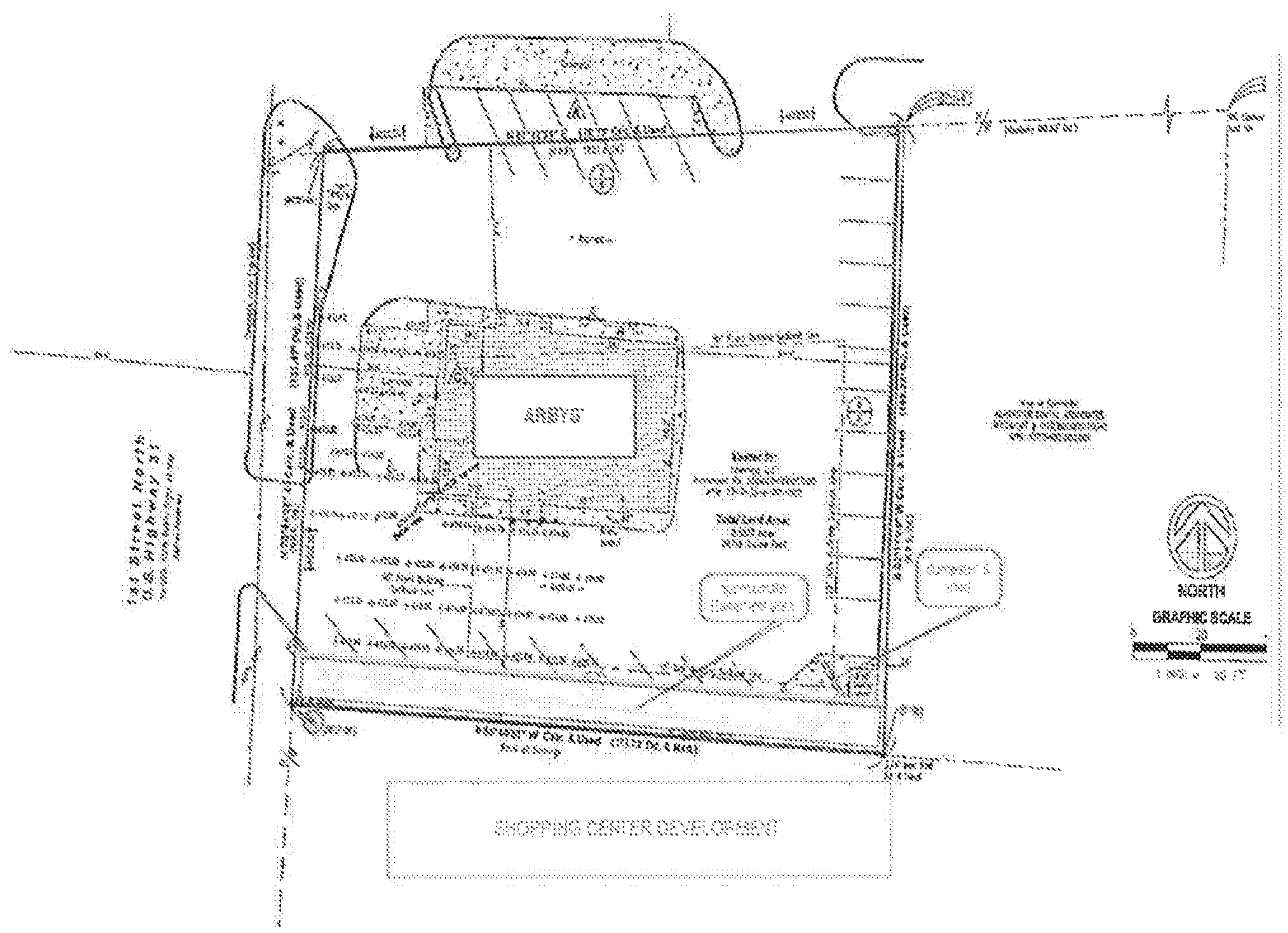
72222990-002

72223066-001

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EXHIBIT "B"

Easement Area



Filed and Recorded  
 Official Public Records  
 Judge James W. Fuhrmeister, Probate Judge,  
 County Clerk  
 Shelby County, AL  
 10/18/2016 11:15:26 AM  
 \$24.50 CHERRY  
 20161018000382060

*James W. Fuhrmeister*

Arby's unit 5567  
 Alabaster, Al.