

**EASEMENT – DISTRIBUTION FACILITIES**

STATE OF ALABAMA

COUNTY OF SHELBY

W.E. No. A6170-06-A017

**APCO Parcel No. 70282145**

Transformer No. T001BM

This instrument prepared by: KRISTEN E. STRICKLIN

Alabama Power Company

P. O. Box 2641

Birmingham, Alabama 35291

KNOW ALL MEN BY THESE PRESENTS, That **MURPHY OIL USA, INC.**, a Delaware corporation, 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, an Alabama 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 Shelby County, Alabama (the "Property"): a parcel of land located in the NW ¼ of the SE ¼ of Section 1, Township 21 South, Range 3 West being more particularly described in Instrument Number 20080227000078250, as recorded in the office of the Judge of Probate, Shelby County, Alabama.

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 Aaron Grieb

its authorized representative, as of the 26<sup>th</sup> day of January, 2017.

ATTEST (if required) or WITNESS:

By: [Signature]  
Its: Corporate Secretary

MURPHY OIL USA, INC [Signature] (SEAL)  
By: [Signature]  
Its: Vice President, Asset Development  
[Indicate: President, General Partner, Member, etc.]

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Shelby Cnty Judge of Probate, AL  
02/01/2017 09:38:39 AM FILED/CERT

Shelby County, AL 02/01/2017  
State of Alabama  
Deed Tax: \$ .50

All facilities on Grantor: ☒

STATE OF Arkansas

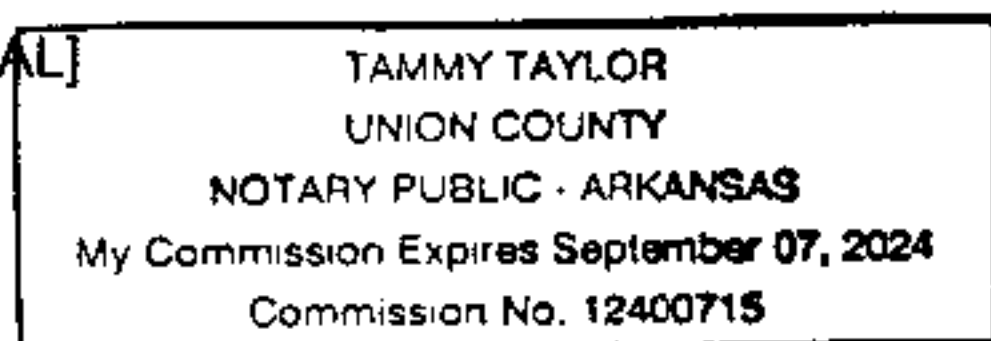
COUNTY OF Union

I, Tammy Taylor, a Notary Public, in and for said County in said State, hereby certify that  
Aaron Grieb, whose name as VP, Asset Development of

MURPHY OIL USA, INC., a Delaware 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 26<sup>th</sup> day of January, 2017.

[SEAL]



Tammy Taylor  
Notary Public  
My commission expires: 09/07/2024

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Shelby Cnty Judge of Probate, AL  
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## ADDENDUM

MURPHY OIL USA, INC., a Delaware corporation (“Grantor”), and Alabama Power Company, an Alabama corporation (“Grantee”), agree that notwithstanding anything to the contrary contained within the Easement - Distribution Facilities instrument to which this Addendum is attached (the “Utility Easement Agreement”), this Addendum, which shall be deemed a part of the Utility Easement Agreement, shall control with respect to the terms and conditions contained below:

1. Grantor may install any improvements not inconsistent with the rights conveyed herein to Grantee, within the area(s) over which Grantee has an easement (the “Easement Areas”), which improvements may include (i) concrete and asphalt paving, (ii) certain landscaping, (iii) curbs and gutters, (iv) irrigation systems and (v) other utility lines or systems. With the exception of those rights of way listed in Schedule B – Paragraph 6 of Grantor’s vesting deed, Grantee acknowledges no other easement area(s) in favor of Grantee currently exist on the subject property as described in the Utility Easement Agreement.
2. All utility lines and facilities installed by Grantee within the Easement Areas shall be underground, with the exception of those facilities depicted in Exhibit A, including any replacements of the same. Furthermore, the parties hereto agree that any of Grantor’s existing improvements within the Easement Areas have been depicted upon Exhibit A and are acknowledged by Grantee to be permitted improvements, including any replacements of same.
3. Grantee shall conduct itself, and cause Grantee’s employees, agents, contractors, subcontractors and other representatives (collectively, “Agents”) to conduct themselves, in a commercially reasonable manner anytime they are on Grantor’s property so as to minimize interference with the operations thereon.
4. Any work performed by Grantee or its Agents shall be done in a good, workmanlike manner and in compliance with all laws, and Grantee, at its sole cost and expense, shall promptly repair any damage to Grantor’s property resulting from Grantee’s or its Agents’ work or presence thereon.
5. The easement granted hereunder is a permanent easement; however, Grantor shall have the right at its sole option and expense to relocate said easement upon its property to a location acceptable to Grantee in Grantee’s discretion. If the easement is relocated, Grantor shall convey a new easement over, under, through, and on Grantor’s property, with terms and conditions identical to this Utility Easement Agreement. After the new easement is conveyed, Grantee will relocate its utility facilities to the new easement area(s) in such a manner as to minimize any interruption in Grantee’s provision of services. Grantor will pay all of Grantee’s costs to prepare the new easement agreement and relocate the utility facilities to the new easement area(s). After Grantee has relocated the utility facilities and Grantor has reimbursed Grantee’s costs, Grantee will release and extinguish its rights in the prior corresponding easement at Grantor’s expense.
6. In the event of any relocation of the Facilities by Grantee in accordance with the last paragraph of the Utility Easement Agreement, such relocation shall not require Grantor to relocate any improvements or to limit or change Grantor’s use of the Property.

SKETCH OF PROPOSED WORK - SIMPLIFIED W.E.

EXHIBIT A

Lat/Lon Center

33 235624  
-86.802849

County:

Shelby

Section

1

Township

21S

Range

03W

Quarter Quarter

NW 1/4 of the SE 1/4

Customer	MURPHY OIL	Location	560 COLONIAL PROMENADE PKWY	Comtd. Svc Date	6/30/2017	Callback Date	11/30/2016	Missall No.		WE #	A6170-06-A017																												
Region	BIRMINGHAM	District	VARNONS	Town	ALABASTER	Created	12/21/2016	Date Good		Engineer	SHGUY--10820																												
Acquisition Agent	SHANNON FLOYD	Date R/W Assigned	1/6/2017	Date R/W Cleared		X-	24702	Y-	XD8715	Scale	1 inch = 129 feet																												
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