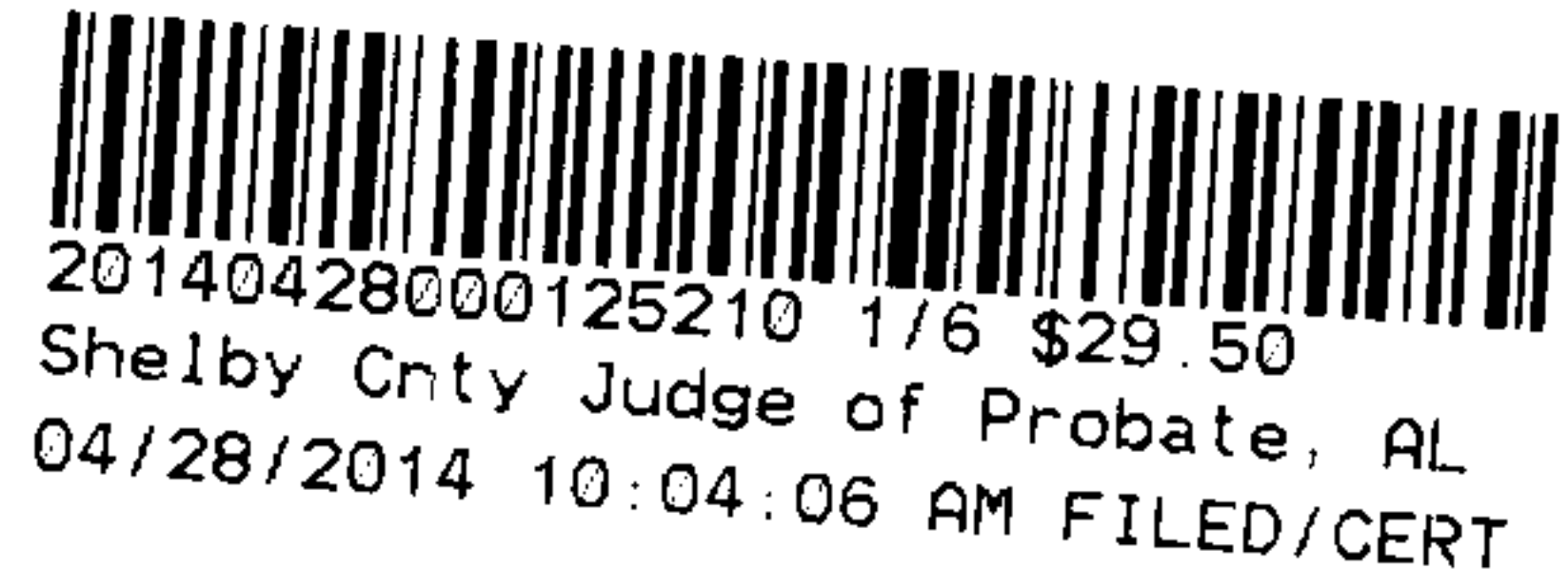


Source of Title:

Instrument # 20130513000198020

500.00



EASEMENT - DISTRIBUTION FACILITIES

STATE OF ALABAMA

COUNTY OF SHELBY

W.E. No. A6170-20-A113

APCO Parcel No. 70256582

Transformer No. XD8155

This instrument prepared by: Dean Fritz

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

Shelby County, AL 04/28/2014  
State of Alabama  
Deed Tax: \$.50

KNOW ALL MEN BY THESE PRESENTS, That Alabama Telco Credit Union

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, translosures, 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"): See Exhibit "A" and Exhibit "B", both attached hereto and made a part hereof.

*SW 1/4 of the SW 1/4 of Section 32, Township 18 South, Range 1 West. Instrument # 20130513000198020*

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 Linda Cencula, President/CEO  
its authorized representative, as of the 7<sup>th</sup> day of August, 20 13.

ATTEST (if required) or WITNESS:

Alabama Telco Credit Union  
(Grantor - Name of Corporation/Partnership/LLC)

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

By: [Signature] (SEAL)

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

Its: President/CEO  
[indicate: President, General Partner, Member, etc.]



All facilities on Grantor: \_\_\_\_\_

Station to Station: \_\_\_\_\_

Sta 1 +130 to Sta 3+50  
Guy at Sta 3+00

**CORPORATION NOTARY**

STATE OF ALABAMA

COUNTY OF \_\_\_\_\_

I, Tammy L. Singletary

Linda Gencula

Alabama Telco Credit Union

, a Notary Public, in and for said County in said State, hereby certify that  
, whose name as President/CEO of  
, 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 7<sup>th</sup> day of August, 2013

[SEAL]

Notary Public

My commission expires: \_\_\_\_\_

Tammy L. Singletary  
5/11/2016

**CORPORATION/PARTNERSHIP/LLC NOTARY**

STATE OF ALABAMA

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_

, whose name as \_\_\_\_\_ of

, a \_\_\_\_\_, [acting in its capacity as

of \_\_\_\_\_, a \_\_\_\_\_


\_\_\_\_\_] 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 \_\_\_\_\_ and with full authority, executed the same voluntarily, for and as the act of said \_\_\_\_\_ [acting in such capacity as aforesaid].

Given under my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

[SEAL]

Notary Public

My commission expires: \_\_\_\_\_


  
20140428000125210 2/6 \$29.50  
Shelby Cnty Judge of Probate, AL  
04/28/2014 10:04:06 AM FILED/CERT

LEGAL DESCRIPTION

WE # A6170-20-A113

Parcel # 70256582

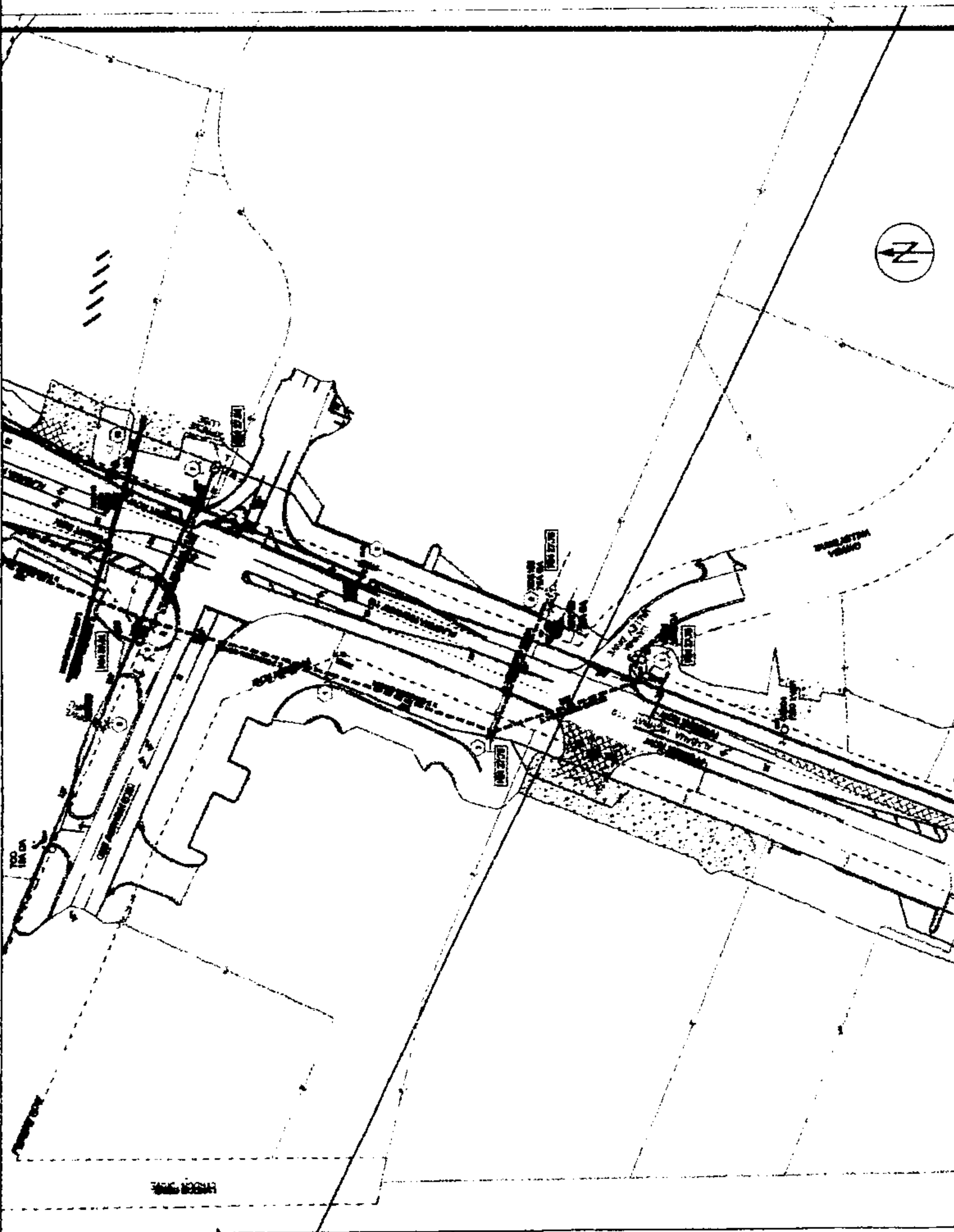
A portion of a parcel of land located in the SW¼ of the SW¼ of Section 32, Township 18 South, Range 1 West, more particularly described in that certain instrument recorded in Instrument # 20130513000198020, in the Office of the Judge of Probate of Shelby County, Alabama.

  
20140428000125210 3/6 \$29.50  
Shelby Cnty Judge of Probate, AL  
04/28/2014 10:04:06 AM FILED/CERT



Drawn By: Don Fitch  
Date: 4-26-13  
Drawn By: 10-31-13  
Project: 70256813  
70256813  
70256815  
70258034

70258032



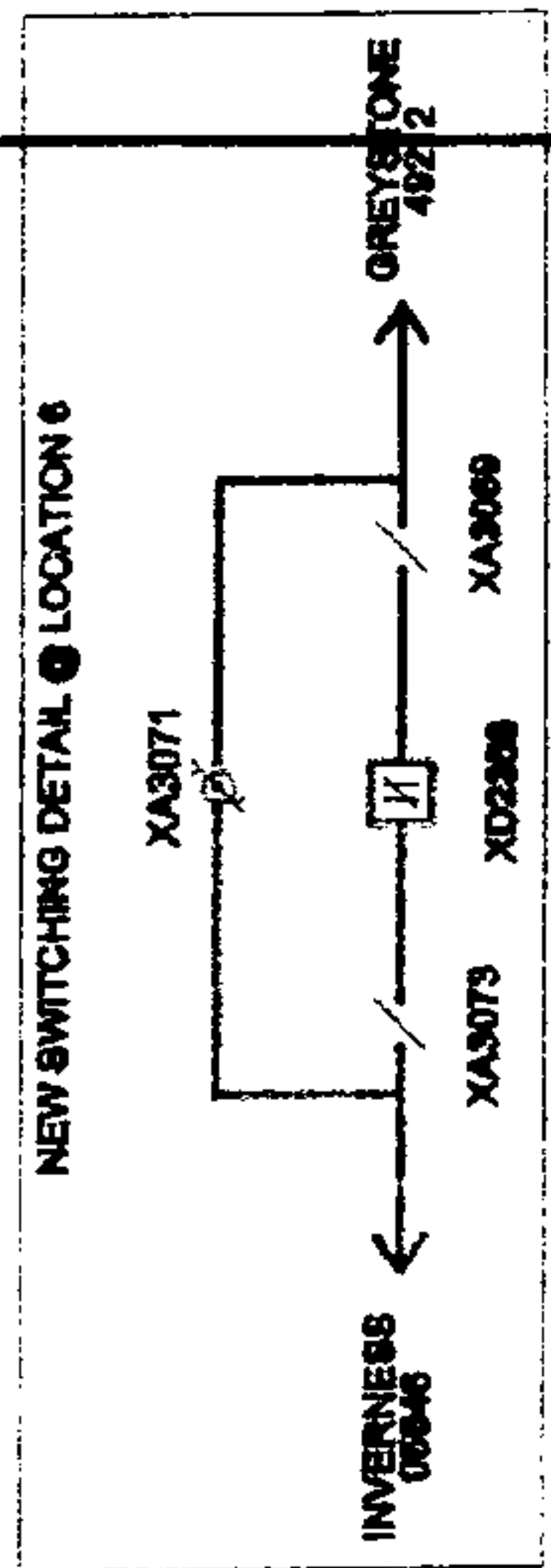
STA 1+10 TO STA 1+130  
80' DEDICATED ROAD

STA 2+10 TO STA 4+135  
80' DEDICATED ROAD

STA 5+10 TO STA 12+00 (1/4)  
200' DEDICATED ROAD  
(5+15 to 9+400  
10+100 to 13+100)

STA 3+00 TO STA 6+00 (1/4)  
60' DEDICATED ROAD

- 1. 2-30' DOE
- 2. 2-ANCHOR, 10' HELIX, 1" ROD
- 3. 3-GUT 3/4" STAND 18' MIN LEAD
- 4. 3-25' STAND OFFS
- 5. 1-GUY 8 ANCHOR
- 6. 1-55' POLE COA W/ 64' ERM GRND
- 7. 1-30' DE
- 8. 30' RUBER 354V W/3 TANKER PMS
- 9. 1-ANCHOR, 10' HELIX, 1" ROD
- 10. 2-GUT 3/4" STAND 18' MIN LEAD
- 11. 1-55' POLE
- 12. 30' TANK VERT
- 13. 30' RUBER
- 14. 1-55' POLE COA W/GRND
- 15. 1-30' DE
- 16. 2-ANCHOR, 10' HELIX, 1" ROD
- 17. 3-GUT 3/4" STAND 18' MIN LEAD
- 18. 1-55' POLE COA W/GRND
- 19. 1-30' STAND OFFS
- 20. 1-55' POLE COA W/GRND
- 21. 1-30' STAND OFFS
- 22. 1-55' POLE
- 23. 30' DOE VERT
- 24. 1-MOTOR OP GANG SWITCH
- 25. 1-55' POLE
- 26. 30' DOE VERT
- 27. 1-55' POLE
- 28. 30' DOE VERT
- 29. 1-55' POLE
- 30. 30' DOE VERT
- 31. 1-55' POLE
- 32. 30' DOE VERT
- 33. 1-55' POLE
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- 38. 30' DOE VERT
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- 66. 30' DOE VERT
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- 68. 30' DOE VERT
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- 70. 30' DOE VERT
- 71. 1-55' POLE
- 72. 30' DOE VERT
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- 74. 30' DOE VERT
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- 76. 30' DOE VERT
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- 78. 30' DOE VERT
- 79. 1-55' POLE
- 80. 30' DOE VERT
- 81. 1-55' POLE
- 82. 30' DOE VERT
- 83. 1-55' POLE
- 84. 30' DOE VERT
- 85. 1-55' POLE
- 86. 30' DOE VERT
- 87. 1-55' POLE
- 88. 30' DOE VERT
- 89. 1-55' POLE
- 90. 30' DOE VERT
- 91. 1-55' POLE
- 92. 30' DOE VERT
- 93. 1-55' POLE
- 94. 30' DOE VERT
- 95. 1-55' POLE
- 96. 30' DOE VERT
- 97. 1-55' POLE
- 98. 30' DOE VERT
- 99. 1-55' POLE
- 100. 30' DOE VERT



Item	Quantity	Unit	Material	Notes
1. 2-30' DOE	2	DOE	30' DOE	
2. 2-ANCHOR, 10' HELIX, 1" ROD	2	ANCHOR	10' HELIX, 1" ROD	
3. 3-GUT 3/4" STAND 18' MIN LEAD	3	STAND	3/4" STAND 18' MIN LEAD	
4. 3-25' STAND OFFS	3	STAND	25' STAND OFFS	
5. 1-GUY 8 ANCHOR	1	GUY	8 ANCHOR	
6. 1-55' POLE COA W/ 64' ERM GRND	1	POLE	55' POLE COA W/ 64' ERM GRND	
7. 1-30' DE	1	DE	30' DE	
8. 30' RUBER 354V W/3 TANKER PMS	1	RUBER	354V W/3 TANKER PMS	
9. 1-ANCHOR, 10' HELIX, 1" ROD	1	ANCHOR	10' HELIX, 1" ROD	
10. 2-GUT 3/4" STAND 18' MIN LEAD	2	STAND	3/4" STAND 18' MIN LEAD	
11. 1-55' POLE	1	POLE	55' POLE	
12. 30' TANK VERT	1	TANK	30' TANK VERT	
13. 30' RUBER	1	RUBER	30' RUBER	
14. 1-55' POLE COA W/GRND	1	POLE	55' POLE COA W/GRND	
15. 1-30' DE	1	DE	30' DE	
16. 2-ANCHOR, 10' HELIX, 1" ROD	2	ANCHOR	10' HELIX, 1" ROD	
17. 3-GUT 3/4" STAND 18' MIN LEAD	3	STAND	3/4" STAND 18' MIN LEAD	
18. 1-55' POLE COA W/GRND	1	POLE	55' POLE COA W/GRND	
19. 1-30' STAND OFFS	1	STAND	30' STAND OFFS	
20. 1-55' POLE COA W/GRND	1	POLE	55' POLE COA W/GRND	
21. 1-30' STAND OFFS	1	STAND	30' STAND OFFS	
22. 1-55' POLE	1	POLE	55' POLE	
23. 30' DOE VERT	1	DOE	30' DOE VERT	
24. 1-MOTOR OP GANG SWITCH	1	MOTOR	OP GANG SWITCH	
25. 1-55' POLE	1	POLE	55' POLE	
26. 30' DOE VERT	1	DOE	30' DOE VERT	
27. 1-55' POLE	1	POLE	55' POLE	
28. 30' DOE VERT	1	DOE	30' DOE VERT	
29. 1-55' POLE	1	POLE	55' POLE	
30. 30' DOE VERT	1	DOE	30' DOE VERT	
31. 1-55' POLE	1	POLE	55' POLE	
32. 30' DOE VERT	1	DOE	30' DOE VERT	
33. 1-55' POLE	1	POLE	55' POLE	
34. 30' DOE VERT	1	DOE	30' DOE VERT	
35. 1-55' POLE	1	POLE	55' POLE	
36. 30' DOE VERT	1	DOE	30' DOE VERT	
37. 1-55' POLE	1	POLE	55' POLE	
38. 30' DOE VERT	1	DOE	30' DOE VERT	
39. 1-55' POLE	1	POLE	55' POLE	
40. 30' DOE VERT	1	DOE	30' DOE VERT	
41. 1-55' POLE	1	POLE	55' POLE	
42. 30' DOE VERT	1	DOE	30' DOE VERT	
43. 1-55' POLE	1	POLE	55' POLE	
44. 30' DOE VERT	1	DOE	30' DOE VERT	
45. 1-55' POLE	1	POLE	55' POLE	
46. 30' DOE VERT	1	DOE	30' DOE VERT	
47. 1-55' POLE	1	POLE	55' POLE	
48. 30' DOE VERT	1	DOE	30' DOE VERT	
49. 1-55' POLE	1	POLE	55' POLE	
50. 30' DOE VERT	1	DOE	30' DOE VERT	
51. 1-55' POLE	1	POLE	55' POLE	
52. 30' DOE VERT	1	DOE	30' DOE VERT	
53. 1-55' POLE	1	POLE	55' POLE	
54. 30' DOE VERT	1	DOE	30' DOE VERT	
55. 1-55' POLE	1	POLE	55' POLE	
56. 30' DOE VERT	1	DOE	30' DOE VERT	
57. 1-55' POLE	1	POLE	55' POLE	
58. 30' DOE VERT	1	DOE	30' DOE VERT	
59. 1-55' POLE	1	POLE	55' POLE	
60. 30' DOE VERT	1	DOE	30' DOE VERT	
61. 1-55' POLE	1	POLE	55' POLE	
62. 30' DOE VERT	1	DOE	30' DOE VERT	
63. 1-55' POLE	1	POLE	55' POLE	
64. 30' DOE VERT	1	DOE	30' DOE VERT	
65. 1-55' POLE	1	POLE	55' POLE	
66. 30' DOE VERT	1	DOE	30' DOE VERT	
67. 1-55' POLE	1	POLE	55' POLE	
68. 30' DOE VERT	1	DOE	30' DOE VERT	
69. 1-55' POLE	1	POLE	55' POLE	
70. 30' DOE VERT	1	DOE	30' DOE VERT	
71. 1-55' POLE	1	POLE	55' POLE	
72. 30' DOE VERT	1	DOE	30' DOE VERT	
73. 1-55' POLE	1	POLE	55' POLE	
74. 30' DOE VERT	1	DOE	30' DOE VERT	
75. 1-55' POLE	1	POLE	55' POLE	
76. 30' DOE VERT	1	DOE	30' DOE VERT	
77. 1-55' POLE	1	POLE	55' POLE	
78. 30' DOE VERT	1	DOE	30' DOE VERT	
79. 1-55' POLE	1	POLE	55' POLE	
80. 30' DOE VERT	1	DOE	30' DOE VERT	
81. 1-55' POLE	1	POLE	55' POLE	
82. 30' DOE VERT	1	DOE	30' DOE VERT	
83. 1-55' POLE	1	POLE	55' POLE	
84. 30' DOE VERT	1	DOE	30' DOE VERT	
85. 1-55' POLE	1	POLE	55' POLE	
86. 30' DOE VERT	1	DOE	30' DOE VERT	
87. 1-55' POLE	1	POLE	55' POLE	
88. 30' DOE VERT	1	DOE	30' DOE VERT	
89. 1-55' POLE	1	POLE	55' POLE	
90. 30' DOE VERT	1	DOE	30' DOE VERT	
91. 1-55' POLE	1	POLE	55' POLE	
92. 30' DOE VERT	1	DOE	30' DOE VERT	
93. 1-55' POLE	1	POLE	55' POLE	
94. 30' DOE VERT	1	DOE	30' DOE VERT	
95. 1-55' POLE	1	POLE	55' POLE	
96. 30' DOE VERT	1	DOE	30' DOE VERT	
97. 1-55' POLE	1	POLE	55' POLE	
98. 30' DOE VERT	1	DOE	30' DOE VERT	
99. 1-55' POLE	1	POLE	55' POLE	
100. 30' DOE VERT	1	DOE	30' DOE VERT	

CONSTRUCTION COMPLETE:

DATE:

ANY CONSTRUCTION FIELD CHANGES ARE SHOWN IN RED ON THIS PRINT.

ALABAMA POWER COMPANY  
PROJECT: 70256813  
DATE: 4-26-13  
DRAWN BY: Don Fitch  
CHECKED BY: 10-31-13  
APPROVED BY: 10-31-13  
SCALE: 1"=50'  
SHEET: 1 OF 2  
DATE: 4-26-13

Shelby Co.

20140428000125210 4/6 \$29.50  
Shelby Cnty Judge of Probate, AL  
04/28/2014 10:04:06 AM FILED/CERT



# Exhibit "A"

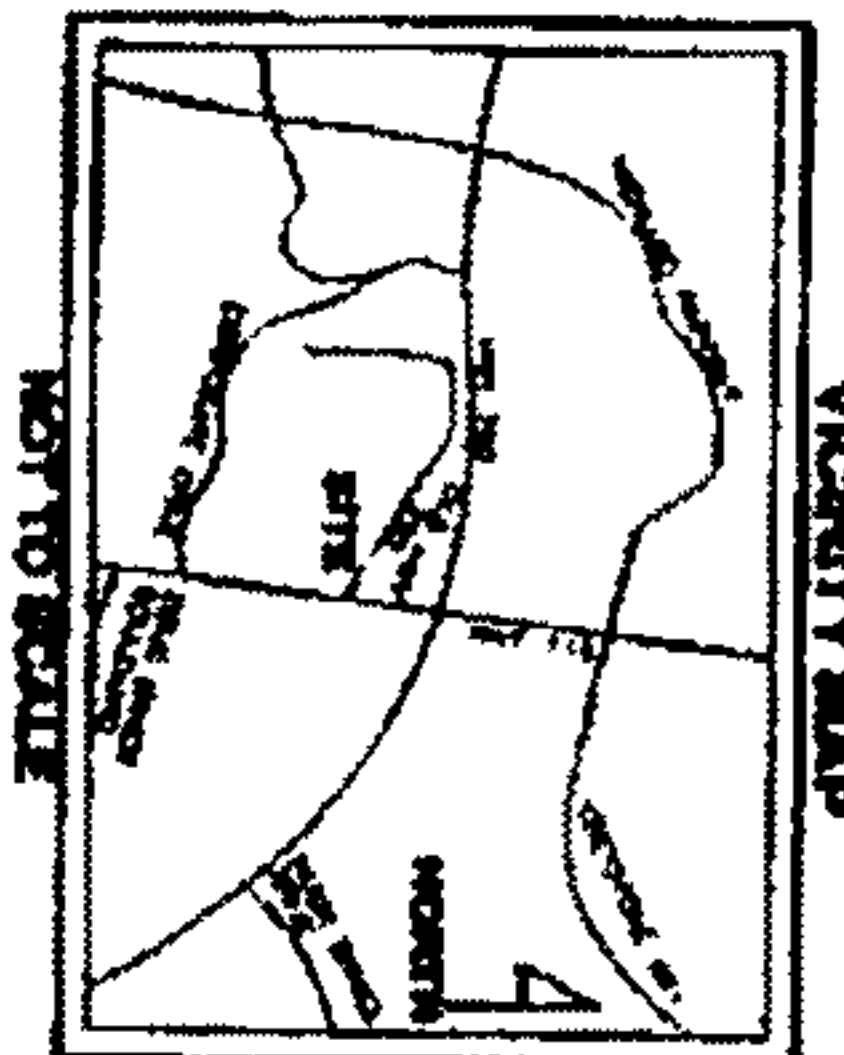
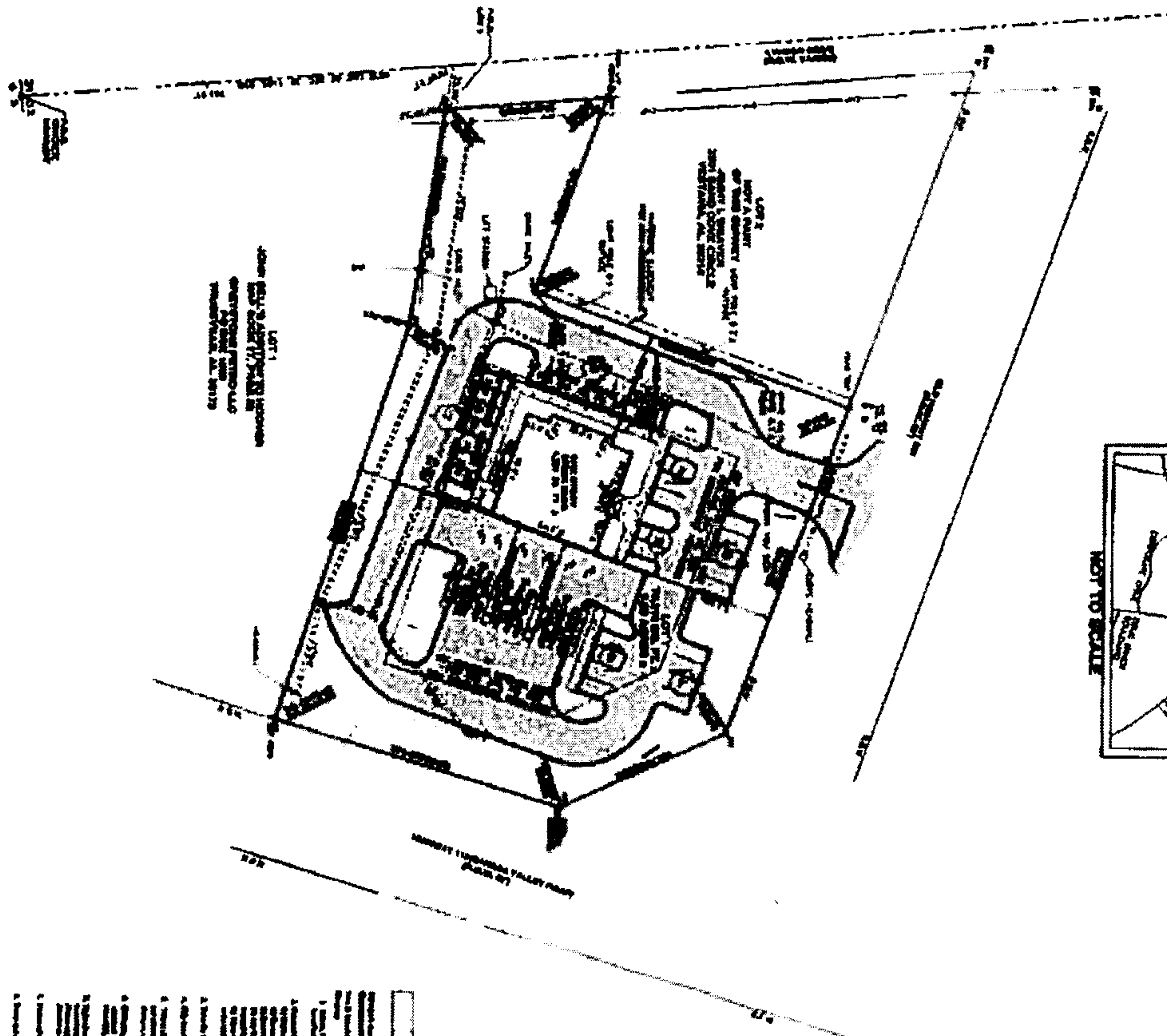
LEGEND	
1	1/4 SECTION
2	1/2 SECTION
3	3/4 SECTION
4	SECTION
5	1/4 SECTION
6	1/2 SECTION
7	3/4 SECTION
8	SECTION
9	1/4 SECTION
10	1/2 SECTION
11	3/4 SECTION
12	SECTION
13	1/4 SECTION
14	1/2 SECTION
15	3/4 SECTION
16	SECTION
17	1/4 SECTION
18	1/2 SECTION
19	3/4 SECTION
20	SECTION

**NOTES**

1. The survey was made by the use of a total station and a GPS receiver.
2. The survey was made on the 10th day of May, 2014.
3. The survey was made by the use of a total station and a GPS receiver.
4. The survey was made on the 10th day of May, 2014.
5. The survey was made by the use of a total station and a GPS receiver.
6. The survey was made on the 10th day of May, 2014.
7. The survey was made by the use of a total station and a GPS receiver.
8. The survey was made on the 10th day of May, 2014.
9. The survey was made by the use of a total station and a GPS receiver.
10. The survey was made on the 10th day of May, 2014.
11. The survey was made by the use of a total station and a GPS receiver.
12. The survey was made on the 10th day of May, 2014.
13. The survey was made by the use of a total station and a GPS receiver.
14. The survey was made on the 10th day of May, 2014.
15. The survey was made by the use of a total station and a GPS receiver.
16. The survey was made on the 10th day of May, 2014.
17. The survey was made by the use of a total station and a GPS receiver.
18. The survey was made on the 10th day of May, 2014.
19. The survey was made by the use of a total station and a GPS receiver.
20. The survey was made on the 10th day of May, 2014.

## SURVEYED LEGAL DESCRIPTION

20140428000125210 5/6 \$29.50  
Shelby Cnty Judge of Probate, AL  
04/28/2014 10:04:06 AM FILED/CERT



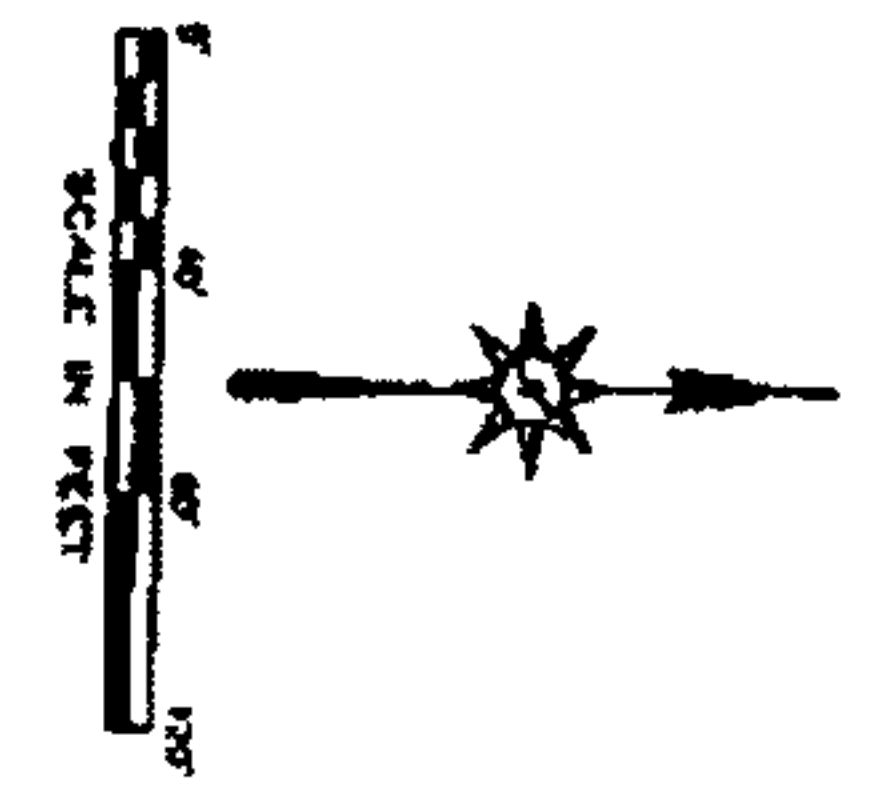
**TITLE COMMITMENT**

The following is a commitment of the title of the land described in the foregoing survey, as shown on the plat of the survey, and as the same appears on the records of the County of Shelby, State of Alabama, to the effect that the title of the land described in the foregoing survey, as shown on the plat of the survey, and as the same appears on the records of the County of Shelby, State of Alabama, is subject to the following conditions:

1. The land described in the foregoing survey, as shown on the plat of the survey, and as the same appears on the records of the County of Shelby, State of Alabama, is subject to the following conditions:
2. The land described in the foregoing survey, as shown on the plat of the survey, and as the same appears on the records of the County of Shelby, State of Alabama, is subject to the following conditions:
3. The land described in the foregoing survey, as shown on the plat of the survey, and as the same appears on the records of the County of Shelby, State of Alabama, is subject to the following conditions:
4. The land described in the foregoing survey, as shown on the plat of the survey, and as the same appears on the records of the County of Shelby, State of Alabama, is subject to the following conditions:
5. The land described in the foregoing survey, as shown on the plat of the survey, and as the same appears on the records of the County of Shelby, State of Alabama, is subject to the following conditions:
6. The land described in the foregoing survey, as shown on the plat of the survey, and as the same appears on the records of the County of Shelby, State of Alabama, is subject to the following conditions:
7. The land described in the foregoing survey, as shown on the plat of the survey, and as the same appears on the records of the County of Shelby, State of Alabama, is subject to the following conditions:
8. The land described in the foregoing survey, as shown on the plat of the survey, and as the same appears on the records of the County of Shelby, State of Alabama, is subject to the following conditions:
9. The land described in the foregoing survey, as shown on the plat of the survey, and as the same appears on the records of the County of Shelby, State of Alabama, is subject to the following conditions:
10. The land described in the foregoing survey, as shown on the plat of the survey, and as the same appears on the records of the County of Shelby, State of Alabama, is subject to the following conditions:
11. The land described in the foregoing survey, as shown on the plat of the survey, and as the same appears on the records of the County of Shelby, State of Alabama, is subject to the following conditions:
12. The land described in the foregoing survey, as shown on the plat of the survey, and as the same appears on the records of the County of Shelby, State of Alabama, is subject to the following conditions:
13. The land described in the foregoing survey, as shown on the plat of the survey, and as the same appears on the records of the County of Shelby, State of Alabama, is subject to the following conditions:
14. The land described in the foregoing survey, as shown on the plat of the survey, and as the same appears on the records of the County of Shelby, State of Alabama, is subject to the following conditions:
15. The land described in the foregoing survey, as shown on the plat of the survey, and as the same appears on the records of the County of Shelby, State of Alabama, is subject to the following conditions:
16. The land described in the foregoing survey, as shown on the plat of the survey, and as the same appears on the records of the County of Shelby, State of Alabama, is subject to the following conditions:
17. The land described in the foregoing survey, as shown on the plat of the survey, and as the same appears on the records of the County of Shelby, State of Alabama, is subject to the following conditions:
18. The land described in the foregoing survey, as shown on the plat of the survey, and as the same appears on the records of the County of Shelby, State of Alabama, is subject to the following conditions:
19. The land described in the foregoing survey, as shown on the plat of the survey, and as the same appears on the records of the County of Shelby, State of Alabama, is subject to the following conditions:
20. The land described in the foregoing survey, as shown on the plat of the survey, and as the same appears on the records of the County of Shelby, State of Alabama, is subject to the following conditions:

ABBREVIATIONS	
ALTA/ACSM	ALTA/ACSM LAND TITLE SURVEY
OLD SUPERIOR BANK	OLD SUPERIOR BANK
ALABAMA TELCO CREDIT UNION	ALABAMA TELCO CREDIT UNION
SHelby COUNTY JUDGE OF PROBATE	SHelby COUNTY JUDGE OF PROBATE
04/28/2014	04/28/2014
10:04:06 AM	10:04:06 AM
FILED/CERT	FILED/CERT

**ALTA/ACSM**  
ALTA/ACSM LAND TITLE SURVEY  
OLD SUPERIOR BANK  
ALABAMA TELCO CREDIT UNION  
SHelby COUNTY JUDGE OF PROBATE  
04/28/2014  
10:04:06 AM  
FILED/CERT



<p><b>GONZALEZ - STRENGTH &amp; ASSOCIATES, INC.</b> CIVIL ENGINEERING, LAND SURVEYING, PLANNING, TRAFFIC &amp; TRANSPORTATION 8150 PARKWAY LANE DRIVE MOBILE, ALABAMA 36688 PHONE: (251) 948-8888 FAX: (251) 948-8888 www.gonzalez-strength.com</p>	<p><b>ALTA/ACSM LAND TITLE SURVEY</b> <b>OLD SUPERIOR BANK</b> NOV 115 &amp; OLD NOV 115 SHELBY COUNTY, ALABAMA FOR <b>ALABAMA TELCO CREDIT UNION</b></p>	<p>Revising Description DATE</p> <p>CHAPTER - SECTION SOUTHWEST QUARTER / SOUTHWEST QUARTER</p> <p>Address in Township 14 NORTH Range 1 WEST</p>
	<p>DATE BY CHECKED DATE BY DATE BY</p>	<p>DATE BY CHECKED DATE BY DATE BY</p>

Exhibit "B"

20140428000125210 6/6 \$29.50  
Shelby Cnty Judge of Probate, AL  
04/28/2014 10:04:06 AM FILED/CERT

