

STATE OF ALABAMA,

County of SHELBY

WE, L. E. CARROLL, AND HUSBAND, JAMES CARROLL

for and in consideration of the sum of ONE AND NO/100 ————— Dollars

(\$ 1.00) to 25 in hand paid by Alabama Power Company, a corporation, the receipt whereof is acknowledged, do hereby grant to said Alabama Power Company, its successors and assigns, the right to construct, operate and maintain its lines of poles and towers and appliances necessary in connection therewith, as located by the final location survey heretofore made by said Company, for the transmission of electric power with the right to string thereon from time to time electric power and telephone wires and the right to permit other corporations and persons to attach wires to said poles and towers upon, over, under

and across the following described lands situated in SHELBY

County, Alabama:

A portion of the NW 1/4 of SE 1/4 of Section 23 Township 18, Range 2 east more particularly described as follows, begin at the SE corner of said forty an go 48 yards north along the east line of said 40 acres to the road running from Martin Town to Highway 231; thence along said road 236 yards more or less in a westerly direction to the road running from Martin Town to U.S. Highway 231 by way of H. D. Hoyle and E. A. Clarkscales places; thence along said road 125 yards more or less to the south line of said forty; thence along said line back to point of beginning.

• In the event it becomes necessary or desirable for Alabama Power Company to move its lines of poles, towers and appliances in connection with the construction or improvement of any public road or highway in proximity to its said power lines, the said Company is hereby granted the right to relocate its said lines of poles, towers, and appliances on lands of grantors hereinabove described, provided, however, the said Company shall relocate its said line of poles or towers at a distance not greater than ten feet outside the boundary of the right of way of any such public road or highway as established or re-established from time to time.

Together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof, including the right of ingress and egress to and from said lines; and also the right to cut and keep clear all trees, and to keep clear other obstructions, that may injure or endanger said lines.

TO HAVE AND TO HOLD the same to the said Company, its successors and assigns, forever.

IN WITNESS WHEREOF, WE have hereunto set our hand 5 and seal 5, this the

5 day of July, 1959

WITNESS:

L. E. Carroll (Seal)
James Carroll (Seal)

STATE OF Alabama

County of Shelby

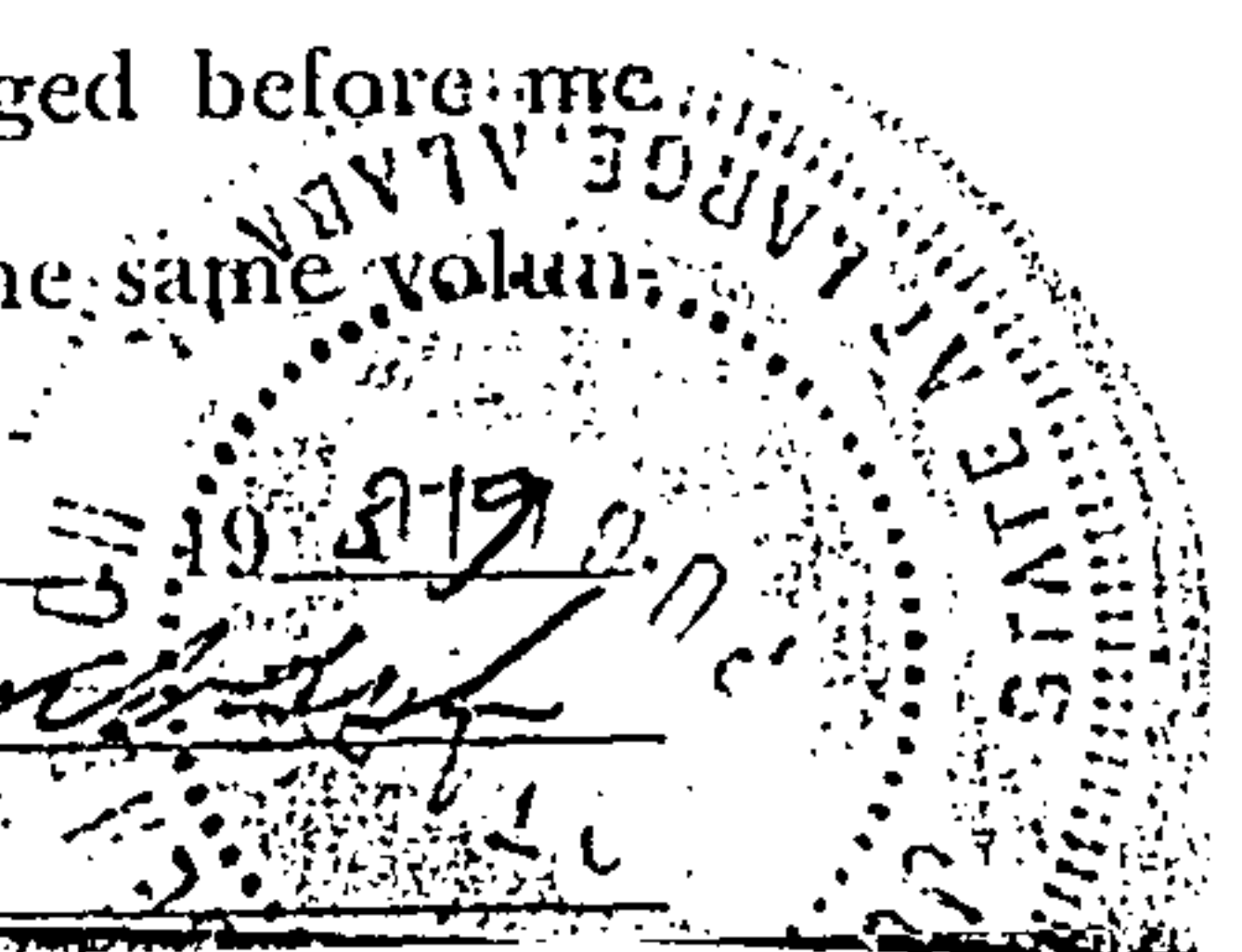
I, Joseph J. Weichenbach, a NOTARY PUBLIC STATE AT LARGE

in and for said County in said State, hereby certify that L. E. CARROLL, AND HUSBAND, JAMES CARROLL whose names are

signed to the foregoing instrument and who are known to me, acknowledged before me on this day that being informed of the contents of the instrument they executed the same voluntarily, on the day the same bears date.

Given under my hand and official seal, this the 5 day of July

Joseph J. Weichenbach
NOTARY PUBLIC



STATE OF ALABAMA, SHELBY COUNTY

I, Conrad M. Fowler, Judge of Probate, hereby certify that the within was filed for record the 5 day of July 1959 at 5:34 o'clock M. and recorded in Deed Record 203 at page 534 and the Mortgage Tax Deed Tax 5 has been paid.

Conrad M. Fowler
Judge of Probate