

County of SHELBY

32

231792

We, MAYNARD BURNETT and wife, VELMA BURNETT

for and in consideration of the sum of One thousand sixty five & no/100 ----- Dollars (\$1,065.00) to us 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 electric transmission and communication lines and all towers, poles, conduits, conductors, cables, insulators, anchors, guy wires, counterpoise conductors, and all other appliances necessary or convenient in connection therewith from time to time over, under and across, a strip of land One Hundred (100) ----- feet in width, as said strip is now located by the final location survey thereof heretofore made by said Company, over, under, and across the lands of which it is hereinafter described as being a part, said survey to determine the boundaries of said strip, together with all rights and privileges necessary or convenient for the full enjoyment or use thereof for the purposes above described, including the right of ingress and egress to and from said strip and the right to cut, remove, or otherwise kill, and keep clear by any means, including chemicals, all trees and undergrowth and all other obstructions under, on or above said strip and danger trees adjacent thereto which now or may hereafter injure, endanger or interfere with any of the works on said strip, and the right to install, maintain and use anchors and guy wires on land adjacent to said strip, and the right to prevent the use of such strip as a parking area for automobiles or other vehicles, as a storage area for machinery or materials, or as a road other than a road crossing such strip at a location which does not endanger or interfere with works that have been or may at some future date be constructed on such strip.

Said strip is a part of a tract of land situated in SHELBY

County, Alabama, described as follows:

North half of the northwest quarter of the northeast quarter (N₂ of NE₂ of NE₂) of Section 18,
Township 20 south, Range 2 west.

Said strip is approximately described as follows: Commence at the northeast corner of Section 18, Township 20 south, Range 2 west; thence run south along the east boundary line of such Section 18 a distance of 1128.8 feet to a point; thence turn an angle to the right of 101 degrees 52 minutes and run north 74 degrees 34 minutes west a distance of 232.2 feet to a point; thence turn an angle to the right of 18 degrees 10 minutes and run north 58 degrees 24 minutes west a distance of 1300 feet, more or less, to a point on the east boundary line of the grantor's property, such point being the point of beginning of the right of way herein described; therefrom, the strip lies 50 feet on each side of a center line and the continuations thereof which begins at such point of beginning and runs north 58 degrees 24 minutes west a distance of 875 feet, more or less, to a point on the north boundary line of the grantor's property, such point being the point of ending of the right of way herein described.

The grantor reserves unto himself, his successors and assigns, the right to retain and maintain a spring on the above described right of way located at Station 1018.70 as shown on At Drawing 14081, Sheet 2; provided said grantor does not use or install any metallic pipes on the above described right of way. It is understood and agreed that the grantee will not damage said spring by the falling of trees during cutting and clearing of said right of way nor by the use of trucks and equipment during the construction or maintenance of line. In the event of such damages caused by the falling of trees or use of equipment the grantee agrees to pay such damages; provided notice of such damage is given the grantee within thirty days after such damage accrues; however, the grantor, his heirs or assigns shall have no lien for the payment of such amounts.

The grantee agrees to pay all damages to roads, crops, and fences on said lands caused by it during the construction or maintenance of said lines, provided, notice of such damage is given the grantee within thirty days after such damage accrues; however, the grantor, his heirs or assigns, shall have no lien for the payment of such amounts.

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

The grantors shall have the right to cultivate and use said strip of land for any purpose not inconsistent with the rights which the grantee may from time to time exercise hereunder.

IN WITNESS WHEREOF, We have hereunto set our hands and seals, this the

23rd day of August, 1965.

WITNESS:

Alton Young

Earl A. Garner

Maynard H. Burnett (Seal)

Velma Burnett (Seal)

STATE OF ALABAMA
County of SHELBY

I, JOEL C. OSWALT, JR. a NOTARY PUBLIC STATE AT LARGE
in and for said County in said State, hereby certify that MAYNARD BURNETT and wife,
VELMA BURNETT, 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 this instrument they executed the same
voluntarily, on the day the same bears date.

Given under my hand and official seal, this the 23rd day of August, 1965.

JOEL C. OSWALT, JR.
NOTARY PUBLIC STATE AT LARGE

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 10/1/65
RECORDED 10/1/65
TAX 10/1/65

THE STATE OF ALABAMA,
County } ss.
JUDGE OF PROBATE

ALABAMA POWER COMPANY

TO

Maynard Burnett and wife,
Velma Burnett

FROM

TRANSMISSION LINE PERMIT

Shelby County

THE STATE OF ALABAMA

Parcel No. 234202

Gaston-Bessemer 230 kv
off Gaston Steam Plant Sub. LINE

3907-11-50

I hereby certify that the within instru-
ment was filed in my office for record on the
23rd day of August, at 10 o'clock M., and
duly recorded in Deed Book 772
Page 130 and examined.

Judge of Probate of said County

STATE OF _____
County of _____

I, _____ a _____
in and for said County in said State, hereby certify that _____
signed to the foregoing instrument and who _____ known to me, acknowledged before me
on this day that, being informed of the contents of the instrument _____ executed same
vountarily, on the day the same bears date.

Given under my hand and official seal, this the _____ day of _____, 19____



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2.91

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