

Right of Way

RW-21

9th
E. C. Gaston-Cocosa Pines 230 Kv T.L.
39420-101-350
GWO 39420(96)
Eastern Division

50040374
This instrument prepared in the
Corporate Real Estate Office,
Alabama Power Company
Birmingham, Alabama
By: *Marilyn Haynie*

STATE OF ALABAMA)

COUNTY OF SHELBY)

First National America's Bank, as mortgagee
for and in consideration of the sum of one dollar Dollars
(\$1.00) to it 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 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, together
with all the 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 the right to cut such timber outside of said strip
which in falling would come within five (5) feet of any conductor 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 install grounding devices on
grantors' fences now or hereafter located on such strip and on fences or other structures of grantors now or
hereafter located adjacent to such 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 and the lands of which the same is a part being
described as follows:

A strip of land 100 feet in width which lies within the Northeast Quarter of the Southwest
Quarter and the Northwest Quarter of the Southeast Quarter and the Southwest Quarter of
the Northeast (NE1/4 of SW1/4 and NW1/4 of SE1/4 and SW1/4 of NE1/4) of Section 36,
Township 19 South, Range 2 East, Shelby County, Alabama.

Such strip being more particularly described as follows:

To reach the point of beginning, commence at the Southwest corner of Section 36, Township
19 South, Range 2 East; thence run North along the West boundary line of such Section 36 a
distance of 1056.97 feet to a point; thence turn a deflection angle to the right of 61 degrees 26
minutes 08 seconds and run North 61 degrees 44 minutes 53 seconds East a distance of
2277.47 feet to a point on the West 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 61 degrees 44 minutes 53 seconds East a distance of 1309 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 grantors covenant with the said Company, that they are lawfully seized in fee of the above described
land; that it is free from all encumbrance; that they have a good right to convey the same to the said
Company, and that they will warrant and defend the said land to the said Company forever.

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, the said First National America's Bank has
caused this instrument to be executed in its name by Russell S. Scurry as
its Vice President and attested by Gene Spadley its
Loan Officer, and its corporate seal to be affixed, on this the 1 day of
Feb., 1997.

Attest:

Gene Spadley

Its:

MY COMMISSION EXPIRES SEPTEMBER 7, 1997

By Russell Scurry

03/10/1997 07:26:07 and Vice President
12:04 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 MCD 9.00