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20051108000580330 1/2 \$19.00 Shelby Cnty Judge of Probate, AL 11/08/2005 11:56:47AM FILED/CERT

Right of Way
JACKSON SHOALS T.L.-MOODY S.S. 115 KV T.L.
BIRMINGHAM DIVISION
37111235-300

## 70146518

This instrument prepared in the Corporate Real Estate Office Alabama Power Company P.O. Box 2641 Birmingham, AL 35291 By: Marilyn Haynie

STATE OF ALABAMA	}
COUNTY OF SHELBY	}

Birmingham Realty Company [hereinafter known as Grantor], for and in consideration of the sum of Five thousand and no/100

Dollars (\$ 5,000.00 ) to it in hand paid by Alabama Power Company, a corporation, (hereinafter known as Grantee), 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 55 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 55 feet in width which lies within the Northeast Quarter of the Northeast Quarter (NE¼ of NE¼) of Section 23, Township 17 South, Range 01 East, Shelby County, Alabama, such strip being more particularly described as follows:

To reach the point of beginning, commence at the Northeast corner of Section 23, Township 17 South, Range 1 East; thence run West along the North boundary line of said section a distance of 1228.97 feet to a point; thence turn a deflection angle to the left of 101°02'25", such point being the point of beginning of the right of way herein described; therefrom, the strip is 55 feet in width and lies 5 feet right (West) of and 50 feet left (East) of a survey line and coincident with the East line of an existing Alabama Power Company Transmission Line and the continuations thereof which begins at such point of beginning and runs \$10°22'44"E a distance of 767 feet, more or less, to a point, such point being the point of ending of the right of way herein described.

The grantors covenant with the said Grantee, 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.

TO HAVE AND TO HOLD the same to the said Grantee, 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 the event of abandonment by Grantee for a period of two (2) years of the use and maintenance of said electric power transmission line within the boundaries of the land hereinbefore described, or in the event of discontinuance by grantee for said period of two (2) year of the exercise of the rights herein granted, said rights shall, at the end of said period of two (2) years, thereupon cease and terminate.

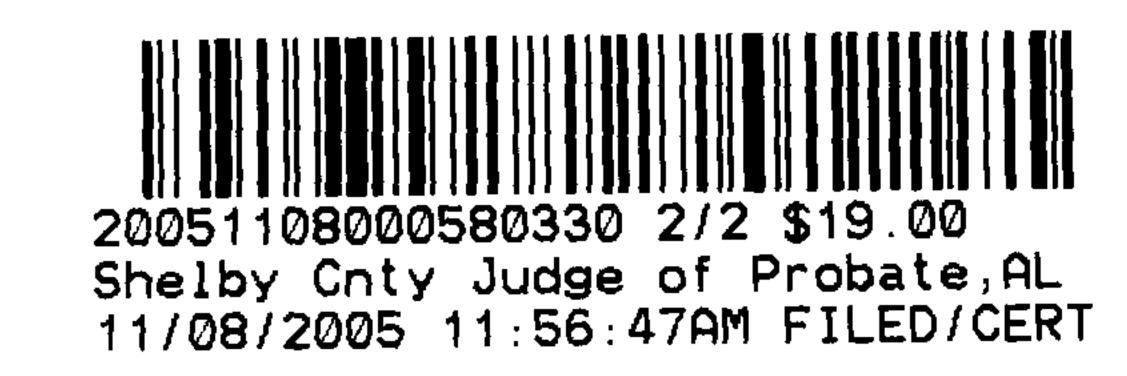
N WITNESS WHEREOF, the said <u>Grantor</u>	nas	
caused this instrument to be executed in its name by Charles M. Miller. Jr.	as	its
xecutive Vice President and attested by Paul Sanford	,	Its
ecretary/Treasurer , and its corporation seal to be affixed, on this the $1940$	day	of
August, 2005.		

ATTEST:

Its: Secretary

Birmingham Realty Company

Its: The Vice At Contract of the Contract of t



GRANTEE'S ADDRESS ALABAMA POWER CO P.O. BOX 2641 BIRMINGHAM, AL 35291 ATT: CORP REAL ESTATE

STATE OF ALabama	}		
COUNTY OF Shelby	}		
hereby certify that (  Executive Vice President instrument, and who is kr	of Birmingham Really, nown to me, acknowledged It, he, as such officer and with	Notary Public in and for said (  Congrue, a corporation, is signed before me on this day that, be the full authority, executed the	whose name as med to the foregoing eing informed of the
Given under my ha	and and official seal this the	19th day of August	. 2005.
		Dan J. Dee	
		My Commission Expires:	
STATE OF	}		
COUNTY OF	}		
	, a	Notary Public in and for said (	County in said State,
hereby certify that	······································	,	vhose name as
being informed of the con-		to me, acknowledged before as such officer and with full au	
Given under my ha	and and official seal this the	day of	, 2005.
Shelby County, AL 11/08. State of Alabama	/2005	<del></del>	
Deed Tax:\$5.00		My Commission Expires:	
STATE OF	<b>1</b>		
COUNTY OF	<b>3</b>		
1		Notone Dublic in and for soid (	Toursty in soid State
hereby certify that	<u></u>	· · · · · · · · · · · · · · · · · · ·	hose name as
	of the instrument, he, as such	acknowledged before me on officer and with full authority,	
Given under my ha	and and official seal this the	day of	, 2005.
		My Commission Expires:	
STATE OF	}		
COUNTY OF	}		
ł,		Notary Public in and for said (	County in said State,
	ofown to me, acknowledged to he, as such officer and with	, who, who, a corporation, is sign perfore me on this day that, be the full authority, executed the statement of the statemen	ned to the foregoing eing informed of the
Given under my ha	and and official seal this the _	day of	, 2005.
		My Commission Expires:	