#1550

20061212000600690 1/2 \$15.50 Shelby Cnty Judge of Probate, AL 12/12/2006 09:57:41AM FILED/CERT

Right of Way
EAST PELHAM T.S.-ALABASTER S.S. 115 KV T.L. (TL-27-4-2)
BIRMINGHAM DIVISION
37111272-300

This instrument prepared in the Corporate Real Estate Office

Alabama Power Company

70175579

Alabama Power Company P.O. Box 2641

Birmingham, AL 35291 By: Marilyn Haynie

STATE OF ALABAMA }
COUNTY OF SHELBY

ging Chenrman, A Singre MAN

[hereinafter known as Grantor(s)], for and in consideration of the sum of Tweeve hunared

Dollars (\$ 1200 · • • ) to \_\_\_ 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 varying 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 varying in width which lies within the Southwest Quarter of the Northeast Quarter (SW¼ of NE¼) of Section 16, Township 21 South, Range 02 West, Shelby County, Alabama, such strip being more particularly described as follows:

M

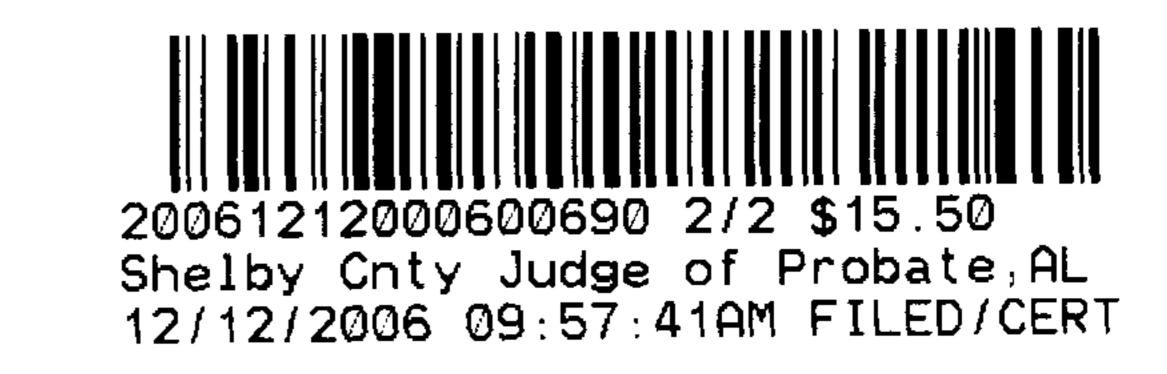
To reach the point of beginning, commence at the Northeast Corner of the Southeast Quarter of the Northwest Quarter of Section 16, Township 21 South, Range 02 West; thence run S07°01'58"W a distance of 974.64 feet to a point; thence turn a deflection angle to the left and run S79°08'56"E a distance of 473.34 feet to a point, such point being the point of beginning of the right of way herein described; therefrom, the strip is varying in width and lies 15 feet left of and up to road right of way right of a survey line and the continuations thereof which begins at such point of beginning and continues S79°08'56"E a distance of 112.73 feet to a point; thence survey line turns a deflection angle to the right of 32°06'47" and runs S47°02'09"E a distance of 100 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, 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 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 WITNESS WHEREOF,the/3day of | have hereunto set handand seal | , this           |
|--------------------------------|--------------------------------|------------------|
| WITNESS:                       | Or Cleum                       |                  |
|                                |                                | (SEAL)<br>(SEAL) |
|                                |                                | (SEAL)           |
|                                |                                | (SEAL)           |



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

| STATE OF  | }  |  |                                       |
|---|--|--|---------------------------------------|
| COUNTY OF   | }  |  |                                       |
|   |  | , a Notary Public                      | in and for said County                |
| in said State, hereby   | certify that   | ************************************** | , whose                               |
| name signed   | to the foregoing instrument at, being informed of the conter   |  | to me, acknowledged executed the same |
| Given under my  | hand and official seal this the _  | day of                                 | , 2006.                               |
|   |  |  |                                       |
|   |  | My Commission Expires:                 |                                       |
| STATE OF  | }  |  |                                       |
| COUNTY OF   | }  |  |                                       |
|   |  |  |                                       |
| in said State, hereby   | ortify that  | , a Notary Public                      | in and for said County whose          |
| name signe  | d to the foregoing instrument  |  | to me, acknowledged                   |
| before me on this day the voluntarily, on the day the                                     | at, being informed of the content of | nts of the instrument                  | executed the same                     |
| Given under my  | hand and official seal this the  | day of                                 | , 2006.                               |
|   |  | My Commission Expires:                 |                                       |
|   |  |  |                                       |
| STATE OF  | }  |  |                                       |
| COUNTY OF   |  |  |                                       |
| I,<br>in said State, hereby   | certify that   | , a Notary Public                      | c in and for said County<br>whose     |
| name signed   | to the foregoing instrument  |  | to me, acknowledged executed the same |
| before me on this day the voluntarily, on the day the                                     | at, being informed of the conte<br>e same bears date.  | nts of the instrument                  | executed the same                     |
|   | hand and official seal this the  | day of                                 | , 2006.                               |
| Given under my  | Hand and Omolar Sour time the  |  |                                       |
| Shelby County, AL 12/12<br>State of Alabama   | /2006  |  |                                       |
| Deed Tax:\$1.50   |  | My Commission Expires:                 |                                       |
|   |  |  |                                       |
| STATE OF  | }  |  |                                       |
| COUNTY OF   | }  |  |                                       |
| ļ,  |  | , a Notary Publi                       | c in and for said County              |
| in said State, hereby companies whose name acknowledged before nexecuted the same volume. | ertify that signed to the foregoing ne on this day that, being infontarily, on the day the same be   | ormed of the contents of the           | known to me, ne instrument            |
|   | hand and official seal this the  |  | , 2006.                               |
|   |  |  |                                       |
|   |  | My Commission Expires                  |                                       |