

Right of Way  
EAST PELHAM-DOUBLE OAK MTN 115 KV T.L. (TL-27-3-6)  
BIRMINGHAM DIVISION  
37111264-300

70162686  
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 }

RONALD D. & BRENDA S. MORGAN, A MARRIED COUPLE  
[hereinafter known as Grantor(s)], for and in consideration of the sum of THIRTEEN THOUSAND  
FOUR HUNDRED SEVENTY-FIVE & 40/100 Dollars  
(\$ 13,475.00 ) to 45 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 not to exceed 20 feet**, 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:

*R.M. Morgan*  
*B.S. Morgan*

A strip of land varying in width not to exceed 20 feet which lie within the  
Southwest Quarter of the Southwest Quarter (SW¼ of SW¼) of Section 02,  
Township 20 South, Range 02 West, Shelby County, Alabama, such strip being  
more particularly described as follows:

To reach the point of beginning, commence at the Southwest Corner of  
Section 2, Township 20 South, Range 02 West; thence run N11°00'50"E a  
distance of 298.92 feet to a point; thence turn a deflection angle to the right  
and run N70°04'23"E a distance of 378.68 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 up to road right of way right of and 20 feet left of a  
survey line and the continuations thereof which begins at such point of  
beginning and continues N70°04'23"E a distance of 240 feet, more or less, to a  
point, such point being the centerline of Wild Timber Parkway; such point also  
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, We have hereunto set OUR hand 5 and seal 5, this  
the 1 day of Aug 2006.

WITNESS:  
[Signature]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Ronald D. Morgan (SEAL)  
Brenda S. Morgan (SEAL)  
\_\_\_\_\_  
\_\_\_\_\_ (SEAL)

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



20061212000603890 2/2 \$27.50  
Shelby Cnty Judge of Probate,AL  
12/12/2006 02:44:11PM FILED/CERT

STATE OF }  
COUNTY OF }

I, \_\_\_\_\_, a Notary Public in and for said County  
in said State, hereby certify that \_\_\_\_\_, whose  
name \_\_\_\_\_ 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 the same  
voluntarily, on the day the same bears date.

Given under my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF }  
COUNTY OF }

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before me on this day that, being informed of the contents of the instrument \_\_\_\_\_ executed the same  
voluntarily, on the day the same bears date.

Given under my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

Shelby County, AL 12/12/2006  
State of Alabama  
  
Deed Tax:\$13.50

\_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF }  
COUNTY OF }

I, \_\_\_\_\_, a Notary Public in and for said County  
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whose name \_\_\_\_\_ 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 the same voluntarily, on the day the same bears date.

Given under my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
My Commission Expires: \_\_\_\_\_