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20070517000229600 1/2 \$20.00  
Shelby Cnty Judge of Probate, AL  
05/17/2007 10:00:39AM FILED/CERT

Right of Way  
NORTH HELENA TS-VALLEYDALE DS 2ND 115 KV TL (RELOC) (TL-17-2-11)  
BIRMINGHAM DIVISION  
37111195-300

**70157719**  
This instrument prepared in the  
Corporate Real Estate Office  
Alabama Power Company  
P.O. Box 2641  
Birmingham, AL 35291  
By: Haynie/Callicott

STATE OF ALABAMA }  
COUNTY OF SHELBY }

PELHAM RETAIL INVESTMENTS, LLC

[hereinafter known as Grantor(s)], for and in consideration of the sum of FIVE THOUSAND SEVEN HUNDRED SEVENTY-FIVE Dollars (\$ 5775.00 ) to ME 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 Northwest Quarter of the Southwest Quarter (NW¼ of SW¼) of Section 31 Township 19 South, Range 02 West, Shelby County, Alabama.

To reach the point of beginning, commence at the Southwest corner of Section 31, Township 19 South, Range 2 West; thence run East along the South boundary line of said section a distance of 1055.86 feet to a point; thence turn a deflection angle to the left of 83°55'33" and run N07°44'06"E a distance of 1157.42 feet to a point; thence turn a deflection angle to the right of 00°06'52" and run N07°50'58"E a distance of 226.92 feet to a point; thence turn a deflection angle to the left of 01°27'43" and run N06°23'15"E a distance of 274.27 feet to a point; thence turn a deflection angle to the left of 06°59'05" and run N00°35'50"W a distance of 389.12 feet to a point; thence turn a deflection angle to the left of 15°07'39" and run N15°43'29"W a distance of 306.93 feet to a point; thence turn a deflection angle to the left of 11°36'23" and run N27°19'52"W a distance of 79.96 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 5 feet left of and up to road right of way right of a surveyline and the continuation thereof which begins at such point of beginning and continues N27°19'52"W a distance of 156 feet, more or less, to a point, such point being the point of ending.

WM  
AC

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.

*GRANTEE AGREES THAT NO ADDITIONAL POLES WILL BE LOCATED ON PROPERTY*  
It is agreed by the parties hereto that the clause hereinabove addressing parking within the easement area is specifically intended for future additions and the parking areas developed at the time of execution of this instrument are acceptable to Grantee. Grantee also agrees to the advertising signs presently in place within the right of way area with the understanding and agreement that no additional signs will be installed in said area.

msj

IN WITNESS WHEREOF, the said PELHAM RETAIL INVESTMENTS, LLC has caused this instrument to be executed in its name by LEN SHANNON, as its MANAGING MEMBER, and attested by \_\_\_\_\_, its \_\_\_\_\_, and its corporation seal to be affixed, on this the 31 day of January, 2007.

ATTEST: [Signature]  
Its: \_\_\_\_\_

Pelham Retail Investments, LLC  
BY: Shannon Investment Realty, LLC  
Its: managing member  
by [Signature]  
Len Shannon  
its managing member

1/3/07



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

STATE OF ALABAMA }  
COUNTY OF SHELBY }

I, JEFF J. CALLICOTT, a Notary Public in and for said County in said State, hereby certify that LEN SHANNON, whose name as MANAGER MEMBER of PELHAM RETAIL INVEST. LLC, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily, for and as the act of said corporation.

Given under my hand and official seal this the 3<sup>RD</sup> day of JANUARY, ~~2007~~ 2007

Jeff J. Callcott  
My Commission Expires: 11-17-07

STATE OF }  
COUNTY OF }

I, \_\_\_\_\_, a Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of \_\_\_\_\_, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily, for and as the act of said corporation.

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

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

STATE OF }  
COUNTY OF }

I, \_\_\_\_\_, a Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of \_\_\_\_\_, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily, for and as the act of said corporation.

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

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

STATE OF }  
COUNTY OF }

I, \_\_\_\_\_, a Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of \_\_\_\_\_, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily, for and as the act of said corporation.

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

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