

EASEMENT - DISTRIBUTION FACILITIES

STATE OF ALABAMA

COUNTY OF

Shelby

W.E. No. A6170-05-B8-09

APCO Parcel No. 70224387

Transformer No. 5-17429

This instrument prepared by: Larry P. Grovitt

Alabama Power Company
P. O. Box 2641
Birmingham, Alabama 35291

#500.00



20090817000316200 1/4 \$20.50
Shelby Cnty Judge of Probate, AL
08/17/2009 02:06:04 PM FILED/CERT

Shelby County, AL 08/17/2009

State of Alabama

Deed Tax : \$.50

A. GRANT KNOW ALL MEN BY THESE PRESENTS, That Leonard M. Mattox and wife Norma J. Mattox

as grantors (s), (the "Grantor", whether one or more) for and in consideration of One and No/100 (\$1.00) and other good and valuable consideration, to Grantor in hand paid by Alabama Power Company, a corporation, the receipt and sufficiency of which are hereby acknowledged, does hereby grant to Alabama Power Company, its successors and assigns (the "Company"), the easements, rights and privileges described and designated in Section B below.

B. RIGHTS The easements, rights and privileges granted hereby are as follows:

1. **Overhead and/or Underground.** The right from time to time to construct, install, operate and maintain, upon, over, under and across the Property described in Section C below, along a route selected by the Company which is generally shown on the Company's drawing, attached hereto and made a part hereof, (which shows the general location of underground Facilities, if any, by indicating an area not greater than ten feet (10') in width), all poles, towers, wires, conduits, fiber optics, cables, trans closures, transformers, anchors, guy wires and other Facilities useful or necessary in connection therewith (collectively, "Facilities"), for the overhead and/or underground transmission and distribution of electric power, and also the right to clear and keep clear a strip of land extending five feet (5') to each side of the center line of underground Facilities and fifteen feet (15') to each side of the center line of overhead Facilities; further, the right in the future to install and utilize intermediate poles in line for overhead Facilities and the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the thirty foot (30') strip for overhead Facilities that, in the sole opinion of the Company, might now or may hereafter endanger, interfere with or fall upon any of the overhead Facilities.

2. **Line Clearing.** The right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs that, in the sole opinion of the Company, might now or may hereafter endanger, interfere with or fall upon the electric transmission or distribution lines, poles, towers or other Facilities now or hereafter located adjacent to the Property described in Section C below along said route as selected by the Company generally shown on said drawing, and also the right to clear and keep clear all trees, undergrowth, and other obstructions on property in which Grantor has an interest within fifteen feet (15') of the center line of the lines of such poles, towers or other Facilities.

3. **Guy Wires and Anchors.** The right to implant, install and maintain anchor(s) of concrete, metal or other material on and under the Property described in Section C below, and to construct, extend and maintain guy wires from such anchor(s) to structures now or hereafter erected adjacent to such Property or property adjacent thereto (collectively, "Guy Wire Facilities") along said route selected by the Company generally shown on said drawing; and also the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs that, in the sole opinion of the Company, might now or may hereafter endanger, interfere with or fall upon any of the Guy Wire Facilities.

Grantor hereby grants to the Company all easements, rights and privileges necessary or convenient for the full enjoyment and use thereof, including without limitation the right of ingress and egress to and from the Facilities and Guy Wire Facilities, as applicable, and the right to excavate for installation, replacement, repair and removal thereof; and also the right to cut, remove and otherwise keep clear any and all structures, obstructions or obstacles of whatever character, on, under and above said Facilities and Guy Wire Facilities, as applicable.

C. **PROPERTY DESCRIPTION.** The easements, rights and privileges granted hereby shall apply to, and the word "Property" as used in this instrument shall mean, the following described real property situated in Shelby County, Alabama (the "Property"):

See Exhibit "A" attached hereto and made a part hereof for a legal description of the property involved.

D. **ADDITIONAL PROVISIONS.** In the event it becomes necessary or desirable for the Company to move any of the Facilities in connection with the construction or improvement of any public road or highway in proximity to the Facilities, Grantor hereby grants to the Company the right to relocate the Facilities and, as to such relocated Facilities, to exercise the rights granted above; provided, however, the Company shall not relocate the Facilities on the Property at a distance greater than ten feet (10') outside the boundary of the right of way of any such public road or highway as established or re-established from time to time. This grant and agreement shall be binding upon and shall inure to the benefit of Grantor, the Company and each of their respective heirs, personal representatives, successors and assigns and the words "Company" and "Grantor" as used in this instrument shall be deemed to include the heirs, personal representatives, successors and assigns of such parties.

TO HAVE AND TO HOLD the same to the Company, its successors and assigns, forever.

IN WITNESS WHEREOF, the undersigned Grantor(s) has/have set his/her/their hand(s) and seal(s) this the 28th day of July, 2009.

Witness

(Grantor)

Witness

(Grantor)

Witness

By:

As:

For Alabama Power Company Corporate Real Estate Department Use Only

All facilities on Grantor: X

Station to Station:

IN WITNESS WHEREOF, the said Grantor, has caused this instrument to be executed by _____ its authorized representative, as of the _____ day of _____, 20_____.

ATTEST (if corporation) or WITNESS:

By: _____
Its: _____

(Grantor - Name of Corporation/Partnership/LLC)
By: _____ (SEAL)
Its: _____
[indicate President, General Partner, Member, etc.]

INDIVIDUAL NOTARIES

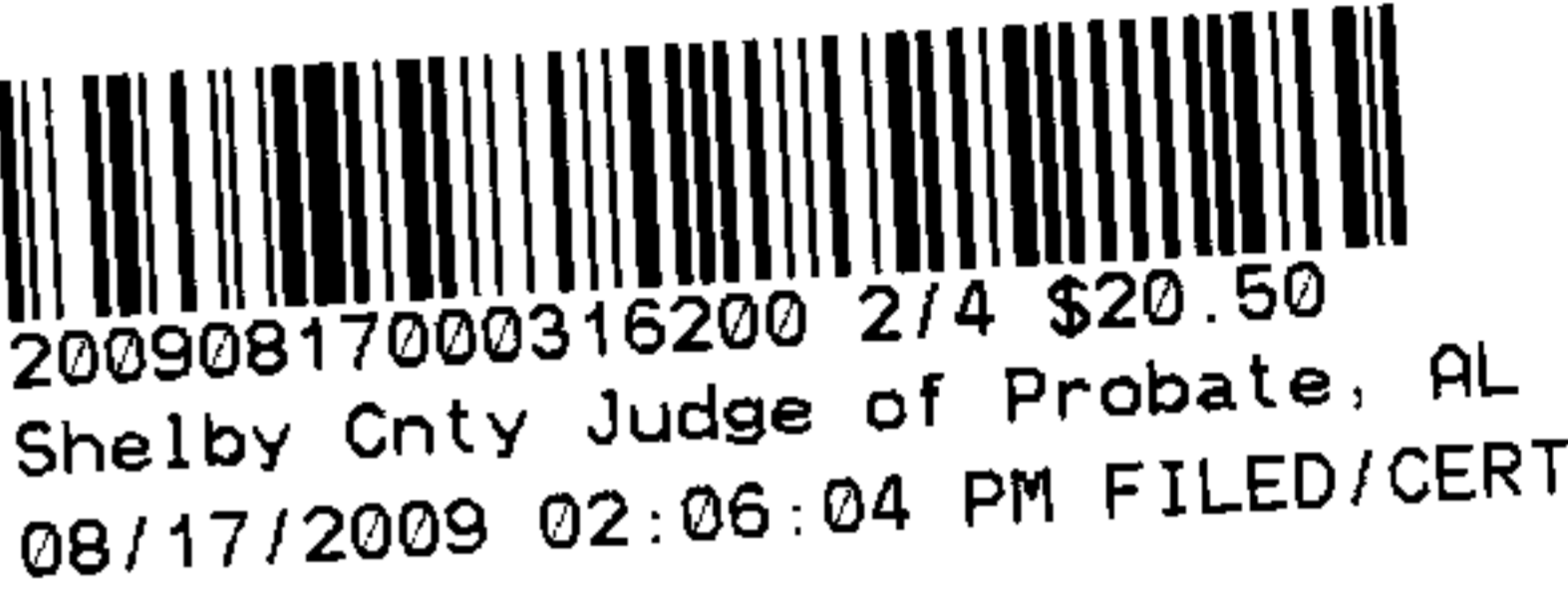
STATE OF ALABAMA }
COUNTY OF Shelby }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Leonard M. Mattox and wife
Norma J. Mattox whose name(s) ~~is~~ are signed to the foregoing instrument and who ~~is~~ are known to me, acknowledged before me on this day that being informed of the contents of the instrument, ~~he~~ ~~she~~ they executed the same voluntarily, on the day the same bears date.

Given under my hand and official seal this the 20th day of July, 2009.

[SEAL]

Lang D. Smith
Notary Public
My commission expires: 2-6-10



STATE OF ALABAMA }
COUNTY OF _____ }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that _____
_____ whose name(s) is/are signed to the foregoing instrument and who is/are known to me, acknowledged before me on this day that being informed of the contents of the instrument, he/she/they executed the same voluntarily, on the day the same bears date.

Given under my hand and official seal this the _____ day of _____, _____.

[SEAL]

Notary Public
My commission expires: _____

TRUSTEE/CORPORATION/PARTNERSHIP/LLC NOTARY

STATE OF ALABAMA }
COUNTY OF _____ }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that _____
_____, whose name as _____ of _____
_____ a _____, 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/she, as such _____ and with full authority, executed the same voluntarily for and as the act of said _____ [acting in such capacity as aforesaid].

Given under my hand and official seal, this the _____ day of _____, _____.

[SEAL]

Notary Public
My commission expires: _____

EXHIBIT A

Lot 2, according to the recorded map of WEAVER FARMS, as recorded in Map Book 13, Page 38, in the Probate Office of Shelby County, Alabama.

Also, a parcel of land lying in the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 1, Township 22 South, Range 1 West, Shelby County, Alabama, described as follows:

Commence at the Northeast corner of said $\frac{1}{4}$ - $\frac{1}{4}$ Section, thence run West along the North $\frac{1}{4}$ - $\frac{1}{4}$ line 611.49 feet to a point on the East right of way of the Old L & N Railroad spur; thence turn left 108 degrees 22 minutes 59 seconds and run Southeast along said right of way 743.01 feet to the point of beginning; thence continue last course 62.70 feet; thence turn left 106 degrees 52 minutes 52 seconds and run Northeast 230.73 feet to a point on the West right of way of Shelby County Highway #47; thence turn left 82 degrees 40 minutes 21 seconds and run Northwest along said highway right of way 60.49 feet; thence turn left 97 degrees 19 minutes 39 seconds and run Southwest 220.24 feet to the point of beginning. Situated in Shelby County, Alabama.

According to the survey of Amos Cory, P.L.S., #10550, dated March 21, 1988.

Together with all rights acquired by Weaver Land Co. by virtue of permit by and between Alabama Gas Corporation and Weaver Land Co., dated February 13, 1989, recorded in Real Record 226, Page 469, in Probate Office.

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