

At 500.00

Source of Title:

Deed Book \_\_\_\_\_, Page \_\_\_\_\_

EASEMENT - POLE LINE

Shelby County, AL 09/02/2010

STATE OF ALABAMA

} State of Alabama

COUNTY OF Shelby

} Deed Tax : \$.50

W.E. No. A6170-05-B910

APCO Parcel No. 70233544

Transformer No. S-17665

This instrument prepared by: Bill Childress

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



20100902000284330 1/4 \$21.50  
Shelby Cnty Judge of Probate, AL  
09/02/2010 01:39:31 PM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS, That Sherman Industries, LLC, a Delaware  
limited liability company

as grantor(s), (the "Grantor", whether one or more) for and in consideration of One and No/100 Dollar (\$1.00) and other good and valuable consideration paid to Grantor in hand 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 below.

The right from time to time to construct, install, operate and maintain upon, over and across the Property described below, all poles, towers, wires, fiber optics, cables, communication lines, transformers, anchors, guy wires and other facilities useful or necessary in connection therewith (collectively, the "Facilities") for the overhead transmission and distribution of electric power and communications, along a route selected by the Company which is generally shown on the Company's drawing attached hereto and made a part hereof and which is to be determined by the locations in which the Company's Facilities are installed, and also the right to clear and keep clear a strip of land extending fifteen feet (15') from each side of the center line of the Facilities; further, the right in the future to install and utilize intermediate poles and Facilities on said strip, 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 the Facilities that, in the sole opinion of the Company, may now or hereafter endanger, interfere with or fall upon any of the 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 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 or above said Facilities.

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

For legal description, see Exhibit "A", attached hereto and made a part hereof.

In the event it becomes necessary or desirable for the Company from time to time 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 said 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Witness

(Grantor)

(SEAL)

Witness

(Grantor)

(SEAL)

Witness

By:

(SEAL)

As:

**For Alabama Power Company Corporate Real Estate Department Use Only**

All facilities on Grantor: \_\_\_\_\_ Station to Station: Sta 1+00 to Sta 3+50, Guys at Sta 2+00, 3+00



IN WITNESS WHEREOF, the said Grantor, has caused this instrument to be executed by CLIFFORD HAHNE, its authorized representative, as of the 12th day of AUGUST, 2010.

ATTEST (if required) or WITNESS:

By: Clifford Hahne  
Its: LAND MANAGER

Sherman Industries LLC, a Delaware limited liability Co.  
(Grantor Name of Corporation/Partnership/LLC)

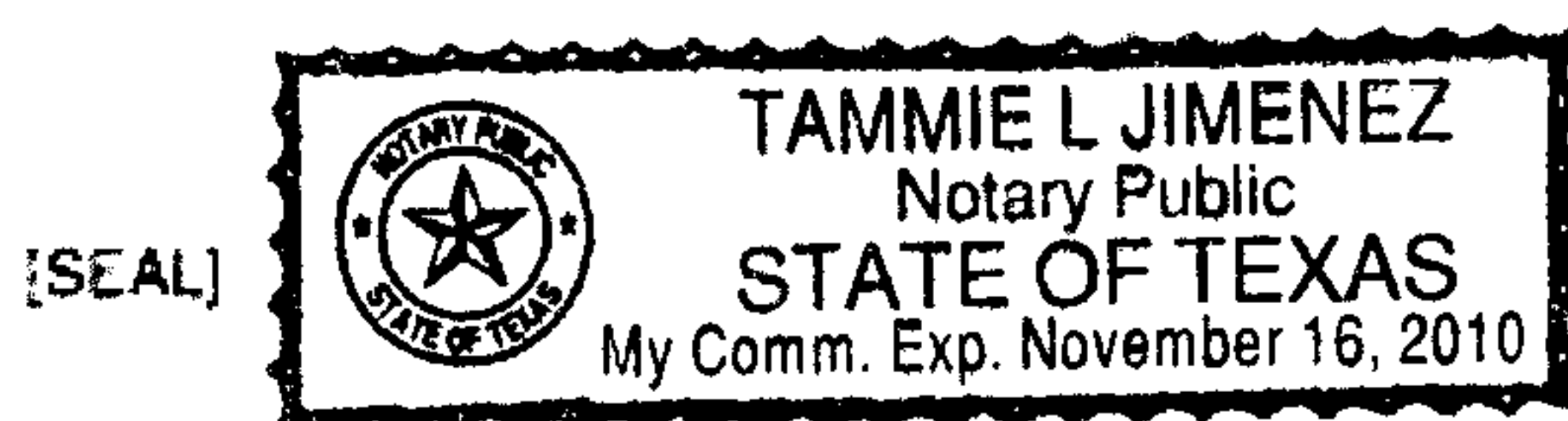
By: Clifford Hahne (SEAL)  
Its: PRESIDENT  
[indicate President, General Partner, Member, etc.]

# INDIVIDUAL NOTARIES

STATE OF ~~ALABAMA~~ TEXAS  
COUNTY OF Dallas

I, Tammie Jimenez, a Notary Public, in and for said County in said State, hereby certify that \_\_\_\_\_ whose name(s) [as \_\_\_\_\_] 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 [in such capacity as aforesaid] executed the same voluntarily.

Given under my hand and official seal this the 12th day of August, 2010.



Tammie L. Jimenez  
Notary Public  
My commission expires: November 16, 2010

STATE OF ALABAMA )  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public, in and for said County in said State, hereby certify that \_\_\_\_\_ whose name(s) [as \_\_\_\_\_] 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 [in such capacity as aforesaid] executed the same voluntarily.

Given under my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

[SEAL]

Notary Public  
My commission expires: \_\_\_\_\_

# CORPORATION/PARTNERSHIP/LLC NOTARY

STATE OF ~~ALABAMA~~ TEXAS  
COUNTY OF Dallas

Tammie Jimenez  
Clifford Hahne  
Sherman Industries, LLC



20100902000284330 2/4 \$21.50  
Shelby Cnty Judge of Probate, AL  
09/02/2010 01:39:31 PM FILED/CERT

I, \_\_\_\_\_, a Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_ whose name as PRESIDENT of Sherman Industries, LLC, a Delaware limited liability Company, [acting in its capacity as \_\_\_\_\_] 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 PRESIDENT 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 12th day of August, 2010.



Tammie L. Jimenez  
Notary Public  
My commission expires: November 16, 2010

**Exhibit "A"**

**WE# A6170-05-B910**

**A parcel of land situated in the N1/2 of Section 14, Township 20 South, Range 3 West as is recorded in Deed Record 19930000825600000, dated March 23, 1993, in the office of the Judge of Probate, Shelby County, Alabama.**

**INDEMNIFICATION:**

**Grantee shall indemnify and hold Grantor harmless from any loss, damage or judgments incurred as a result of injury or damage to persons or property to the extent caused by Grantee's negligence in performing the above described work on the premises.**

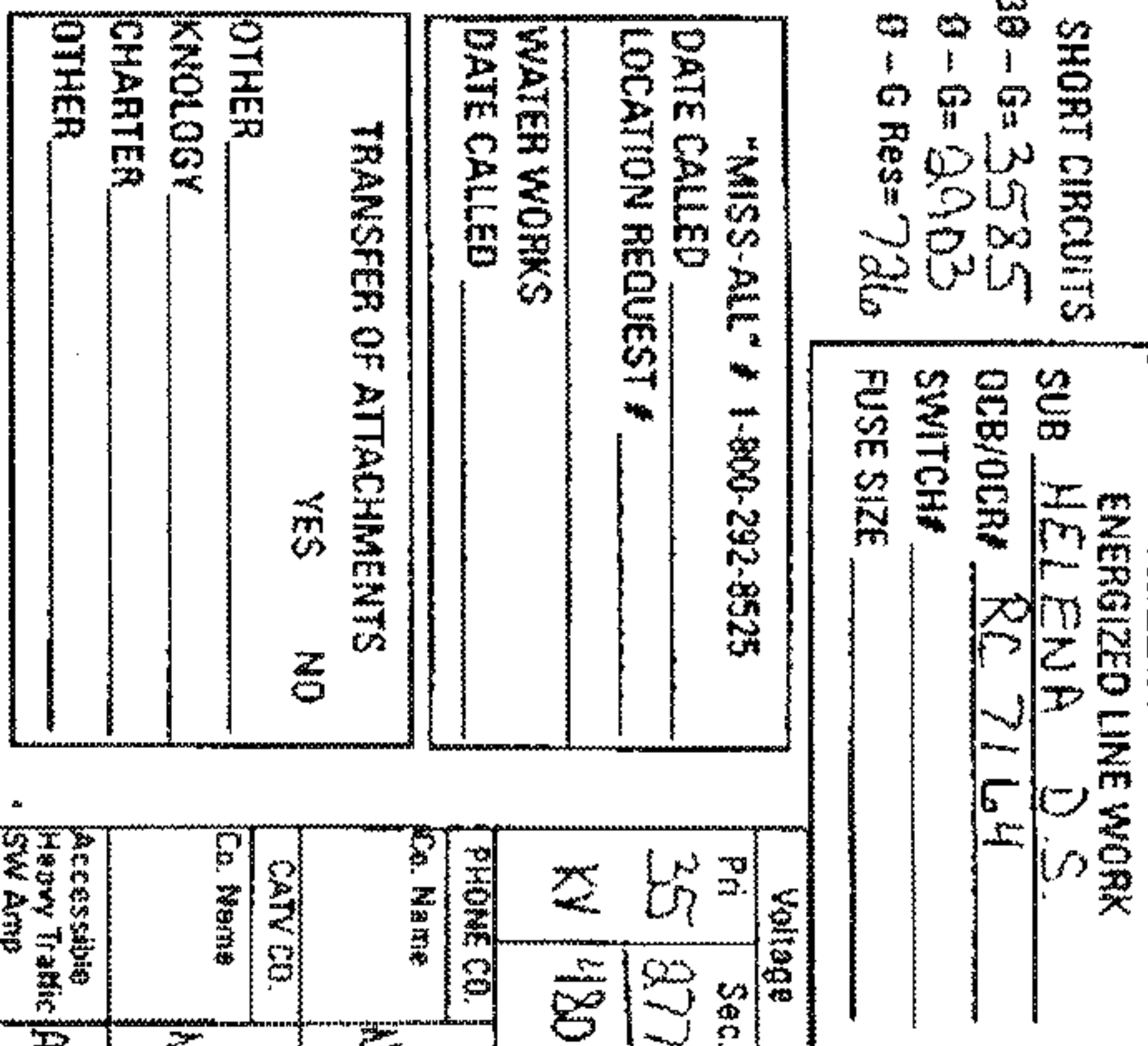


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Parcel-70233544

SHEET 1 of 3



*target*  
**ZERO**  
ONE DAY AT A TIME  
PERFORM  
JSA

Ph	Sec	Voltage
35	877	
KV	4180	
PHONE CO.		
Co. Name		
CITY CO.		
Co. Name		
Accessing Heavy Traffic SW Amp		
TREE CREW		
PERMITS REQUIRED		
ROW		
CITY		
COUNTY		
STATE		
OTHER		
SCALE		
NTS		
Ft. Per inch		

[illegible]