

Source of Title:

Deed Book _____, Page _____

Case PR 2004-000371

\$ 500.00

EASEMENT - DISTRIBUTION FACILITIES

STATE OF ALABAMA }

COUNTY OF Shelby }

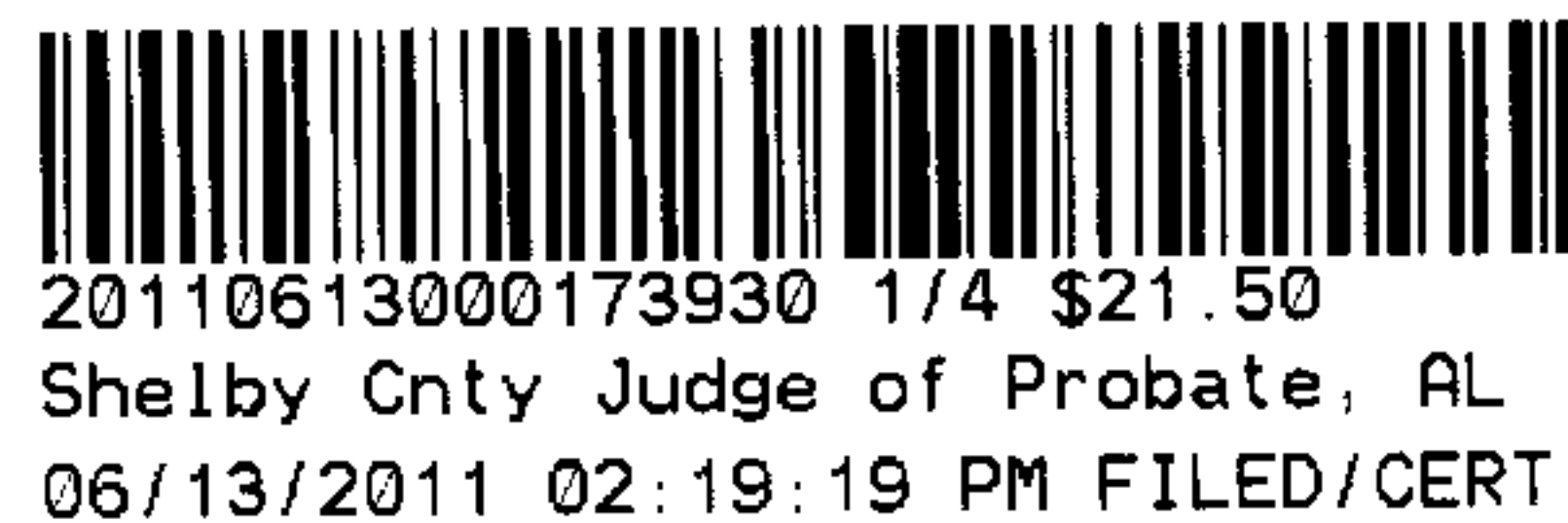
W.E. No. A6170-08-A411

APCO Parcel No. 70240550

Transformer No. S-17870-S-17871

This instrument prepared by: Larry D. Gravitt

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



KNOW ALL MEN BY THESE PRESENTS, That M. Brian Gordon Sr. a married man 1/2 interest

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, hereby grant to Alabama Power Company, its successors and assigns (the "Company"), the easements, rights and privileges below.

Overhead and/or Underground. The right from time to time to construct, install, operate and maintain, upon, over, under and across the Property described below, all poles, towers, wires, conduits, fiber optics, cables, communication lines, translosures, 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 communications, along a route selected by the Company, as generally shown on the Company's drawing attached hereto and made a part hereof, but which is to be determined by the actual location(s) in which the Company's facilities are installed. The width of the Company's easement will depend on whether the Facilities are underground or overhead: for underground, the easement will extend five (5) feet on each side of said Facilities as and where installed; for overhead Facilities, the easement will extend fifteen (15) feet on each side of the centerline of said Facilities as and where installed. The Company is granted the right to clear, and keep clear, all trees, undergrowth and other obstructions on a strip of land extending five (5) feet from each side of said underground Facilities, and to clear, and keep clear, all trees, undergrowth and other obstructions on a strip of land extending fifteen (15) feet from each side of the centerline of said overhead Facilities and the right in the future to install intermediate poles and facilities on said strip. Further, with respect to overhead Facilities, the Company is also granted the right to trim and cut, and keep trimmed and cut, all dead, weak, leaning or dangerous trees or limbs outside of the thirty (30) foot strip that, in the sole opinion of the Company, may now or hereafter endanger, interfere with, or fall upon any of said overhead 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 said 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, as applicable.

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. Will Case#
2004-000371. See EXHIBIT "B" attached hereto and made a part
hereof for the only work allowed by this permit.

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 said 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 26th day of May, 2011.

Witness

M. Brian Gordon Sr. (SEAL)
(Grantor)

Witness

(Grantor)

Witness

By: _____ (SEAL)

As: _____

For Alabama Power Company Corporate Real Estate Department Use Only

All facilities on Grantor: _____

Station to Station: Sta # 1+80 to Sta # 2+00 (Overhead)
Sta # 2+00 to Sta # 3+00 (Underground)
Sta # 3+00 to Sta # 3+475 (Underground)

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 required) or WITNESS:

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

INDIVIDUAL NOTARIES

STATE OF ALABAMA }
COUNTY OF Shelby }

I, Larry D. Gravitt, a Notary Public, in and for said County in said State, hereby certify that H. Brion Gordon Sr. whose name(s) [as 1/2 sole owner interest] is/~~he~~ 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 26th day of May, 2011.

[SEAL]

Larry D. Gravitt
Notary Public
My commission expires: 2-5-14

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

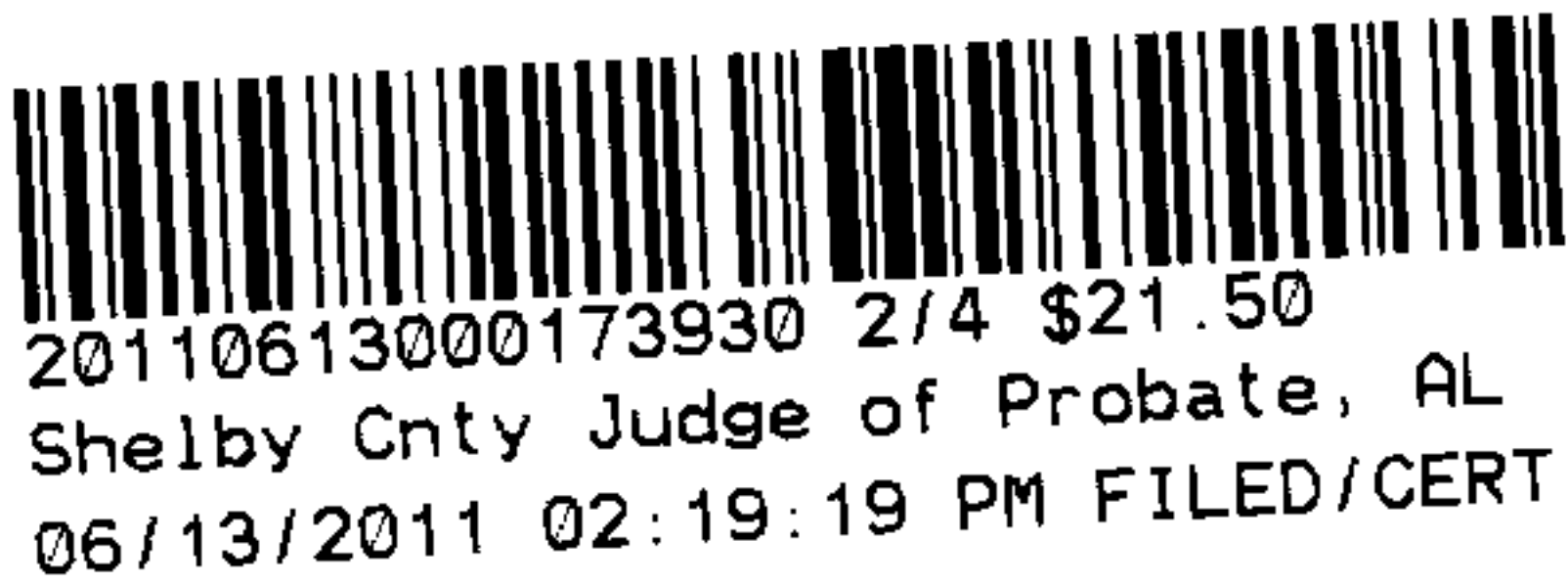
STATE OF ALABAMA }
COUNTY OF _____ }

I, _____, a Notary Public in and for said County in said State, hereby certify that _____ whose name as _____ of _____, a _____, [acting in its capacity as _____ of _____] 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 _____, 20____.

[SEAL]

Notary Public
My commission expires: _____



POOR QUALITY

EXHIBIT "A"

(T31 Part)

An undivided one-half interest in and to:

The West half of the Southeast Quarter of the Northwest Quarter, the Northeast Quarter of the Southwest Quarter, and the south Half of the Southwest Quarter north of old Mardis Ferry Road of Section 16, and that part of the Northeast Quarter of the Northwest Quarter of Section 21, north of the center line of the old Mardis Ferry Road; all in Township 21, Range 1 East, including the following described realty;

All that part of the following described property which lies North of the centerline of the Old Mardis Ferry Road:

Commence at the Northeast corner of the Northeast Quarter of the Northwest Quarter of Section 21, Township 21 South, Range 1 East, Shelby County, Alabama, thence run South along the East line of said Quarter-quarter Section a distance of 43.80 feet to the South right-of-way line of Shelby County Highway No. 30, and the point of beginning; thence continue South along the East line of said Quarter-quarter Section a distance of 376.20 feet; thence turn an angle of 90 degrees 38 minutes to the right and run a distance of 251.25 feet; thence turn an angle of 52 degrees 35 minutes 32 seconds to the right and run a distance of 251.78 feet; thence turn an angle of 52 degrees 35 minutes 32 seconds to the left and run a distance of 217.80 feet; thence turn an angle of 52 degrees 35 minutes 37 seconds to the right and run a distance of 105.84 feet; thence turn an angle of 13 degrees 36 minutes 32 seconds to the left and run along the Northeast right of way line of a County Road a distance of 170.97 feet to the South right of way line of Shelby County Highway No. 30; thence turn an angle 142 degrees 06 minutes 10 seconds to the right and run along said Shelby County Highway No. 30 right of way a distance of 815.19 feet to the point of beginning. Situated in the Northeast Quarter of Section 21, Township 21 South, Range 1 East, Huntsville Meridian, Shelby County, Alabama, being situated in Shelby County, Alabama.



20110613000173930 3/4 \$21.50
Shelby Cnty Judge of Probate, AL
06/13/2011 02:19:19 PM FILED/CERT

EXHIBIT "B"

Parcel # 70240550



20110613000173930 4/4 \$21.50
Shelby Cnty Judge of Probate, AL
06/13/2011 02:19:19 PM FILED/CERT

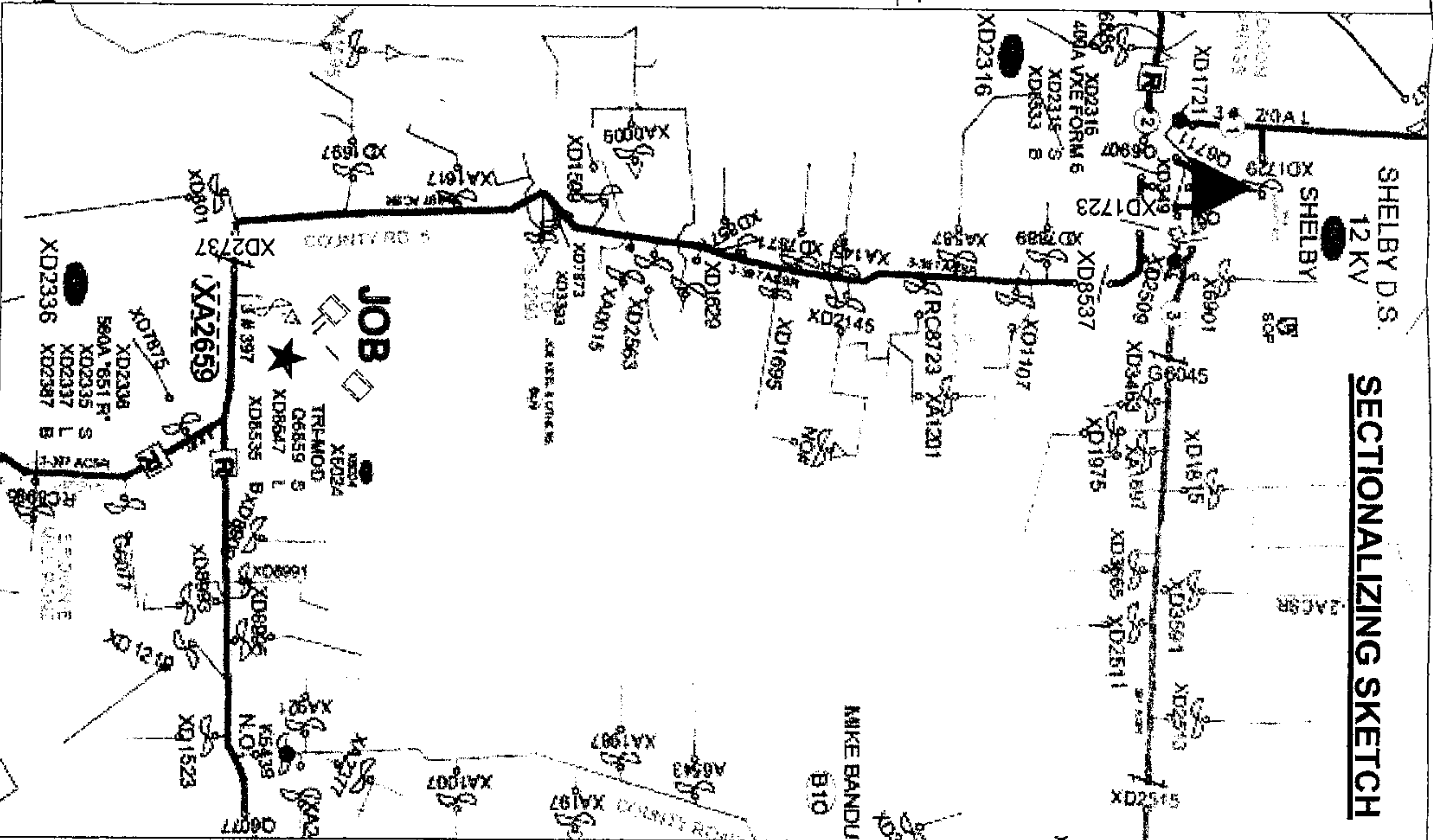
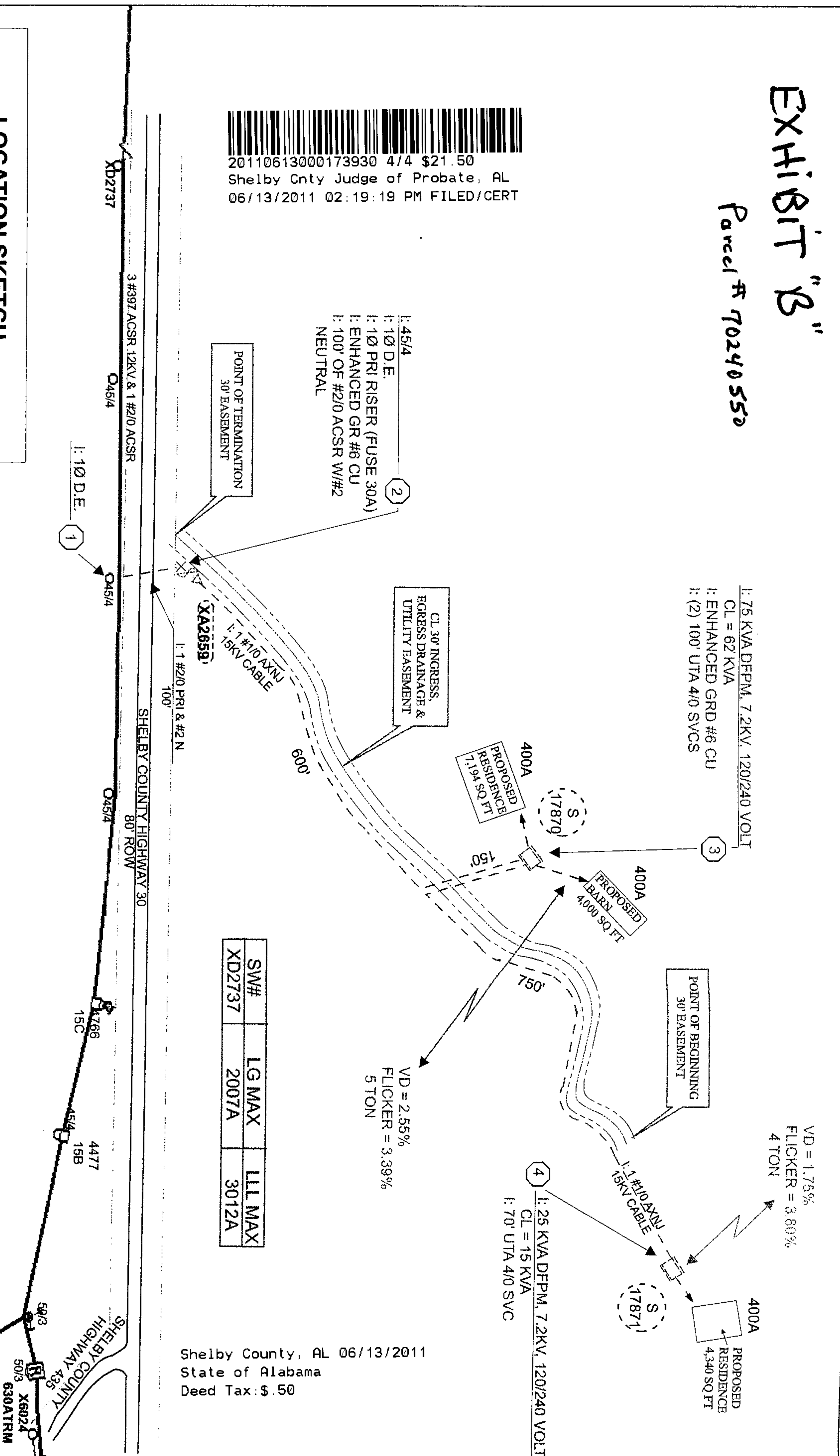
- I: 45/4
- I: 10 D.E.
- I: 10 PRI RISER (FUSE 30A)
- I: ENHANCED GR #6 CU
- I: 100' OF #2/0 ACSR W/#2 NEUTRAL

- I: 75 KVA D.F.P.M. 7.2KV, 120/240 VOLT
- CL = 62 KVA
- I: ENHANCED GRD #6 CU
- I: (2) 100' UTA 4/0 SVCS

VD = 1.75%
FLICKER = 3.80%
4 TON

SW#	LG MAX	LLL MAX
XD2737	2007A	3012A

Shelby County, AL 06/13/2011
State of Alabama
Deed Tax: \$.50



SHELBY COUNTY HIGHWAY 30
80' ROW
SHELBY COUNTY HIGHWAY 438
50/3 X6024
630A1TRM

3-397 ACSR 12KV & 1 #2/0 ACSR

210 ACSR 12KV

45/4

18C

4477

15B

59/3

50/3

630A1TRM

JUNK

45/4

18C

4477

15B

59/3

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