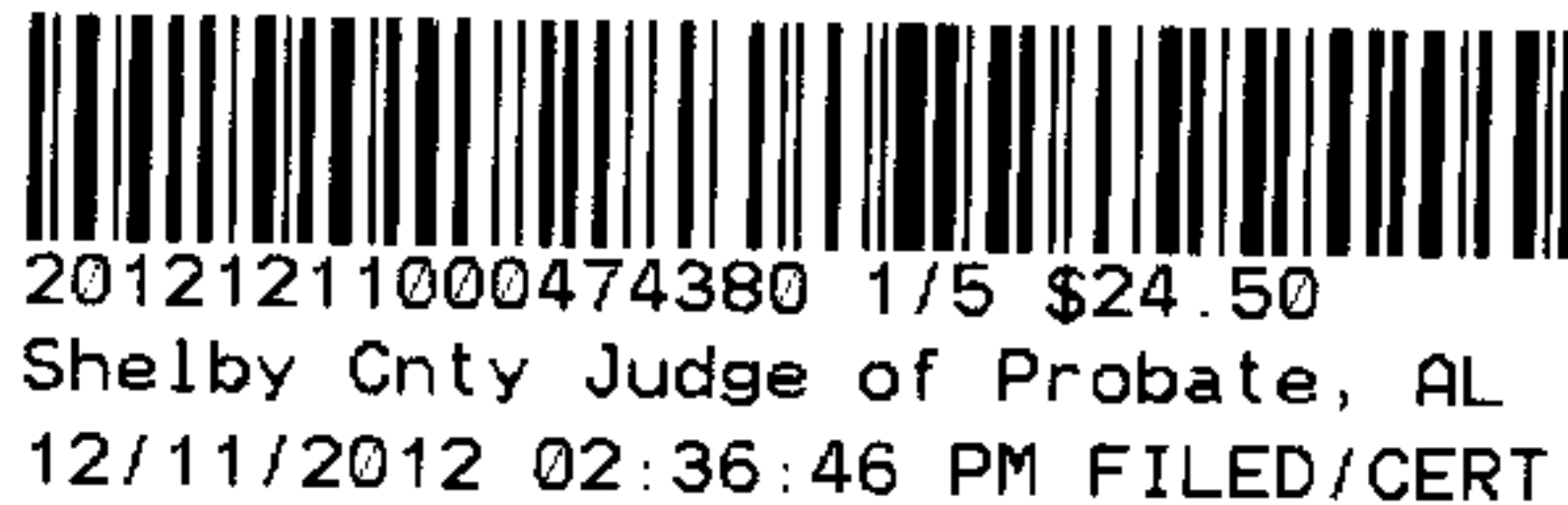


\$500.00

STATE OF ALABAMA)

COUNTY OF SHELBY)



Shelby County, AL 12/11/2012
State of Alabama
Deed Tax: \$.50

THIS INDENTURE made and entered into by and between Alabama Power Company, a corporation, hereinafter sometimes referred to as the Grantor, and Charles M. Tyndal and wife, Elveree C. Tyndal, hereinafter sometimes referred to as the Grantee.

WITNESSETH:

WHEREAS, Grantor has acquired and owns certain lands and interest in lands located in Section 13, Township 21 South, Range 3 West, and in Section 18, Township 21 South, Range 2 West, Shelby County, Alabama; and

WHEREAS, Grantee desires to acquire from Grantor an access road easement ("Easement") over and across portions of the lands and property owned by the Grantor and

WHEREAS, Grantor is willing to grant to Grantee the Easement for such purposes upon the terms and conditions stated herein:

NOW, THEREFORE, for and in consideration of the premises and of the covenants and agreements of Grantee as hereinafter set out, and in further consideration of the sum of One and No/100 Dollars (\$1.00) in hand paid to Grantor by Grantee, the receipt of which is hereby acknowledged, Grantor does hereby grant unto Grantee, to the extent of its interest, subject to the terms, conditions, reservations and limitations, all as hereinafter set forth, a 20 foot wide access road easement in Shelby County, Alabama; over and across the following described lands:

NE ¼ of the NE ¼ of Section 13, Township 21 South, Range 3 West and in the W ½ of the NW ¼ of Section 18, Township 21 South, Range 2 West, Shelby County, Alabama and limited to the area more particularly shown on Exhibit A attached hereto and made a part hereof.

This agreement is subject to the following terms and conditions:

1. The easement herein granted is made subject to all easements and rights of way for roads or other public utilities, which are now located on the easement area herein granted, and there are excepted from this grant the facilities, lines and appurtenances attached thereto.
2. The present road shall be operated and maintained in accordance with the adopted procedure of well-regulated business and undertakings of the same or similar kind, and in such manner as not to be in conflict with, or cause the facilities of the Grantor or its successors, lessees and assigns to be in conflict with, (a) the specifications of the National Electric Safety Code, the amendments to and revisions thereof in effect from time to time,

or hereafter prescribed, (b) nor any law, regulations or ordinances of any federal, state or local government, or of any regulatory agency, having jurisdiction with respect to such facilities. At any time such specifications are not being met because of the maintenance and/or presence and/or removal of said road, then Grantee shall within thirty (30) days after notice that such specifications are not being met, proceed to revise, alter or remove said road and/or utility facilities in accordance with such specifications. In the event it may now be or may hereafter become necessary to reconstruct the power lines of Grantor or to make any changes therein, in order to comply with any of the aforementioned specifications, such reconstruction or change shall be made at the expense of Grantee if the situation or its facilities are the underlying cause for the necessary reconstruction or change to meet such specifications, and Grantee will promptly reimburse Grantor for any expense incurred in connection therewith.

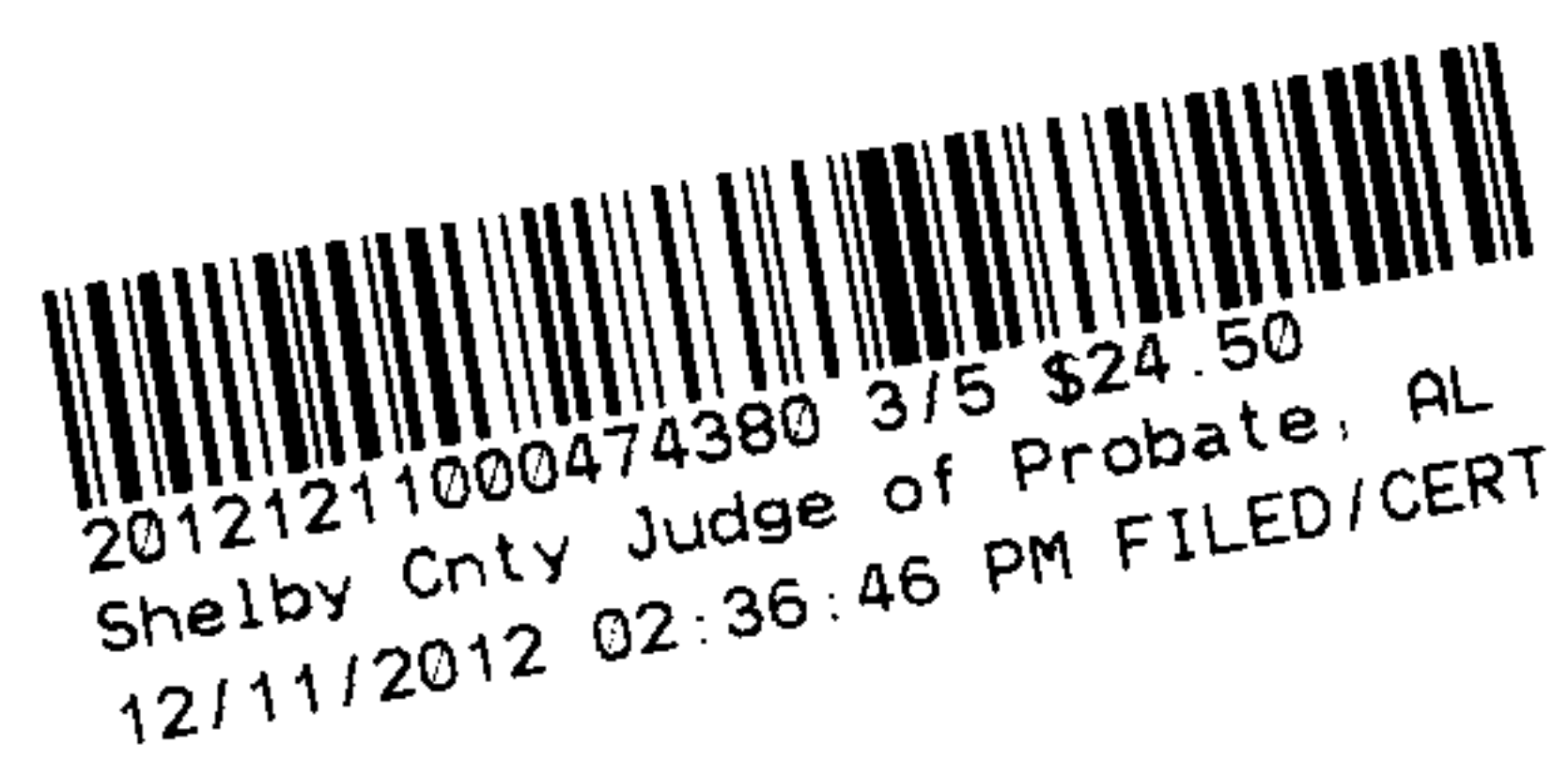
3. Grantee is responsible for the maintenance of the existing road at the specified location shown on the attached Exhibit A (the "Road"). The Road shall not exceed 20' in width. Any improvements to the Road by Grantee must be approved by Grantor in writing in advance.
4. The Grantor reserves unto itself, its successors and assigns, the right to construct, operate and maintain on the easement herein granted by it to Grantee, lines and poles and towers and appliances necessary therewith for the transmission of electric power as may become necessary or desirable in the future and the right to permit other corporations and persons to attach wires to said poles and towers. Such use will, however, be in accordance with the provisions of the State of Alabama Highway Department Standards for Accommodating utilities on Highway Rights of Way.
5. Grantee will at all times hereafter, to the full extent of the law, indemnify, protect and forever hold Grantor, and its agents and assigns, harmless from and against any and all liability, obligations, costs, claims, loss, damage, expense (including, without limitation, court costs and attorney's fees and expenses) and liability which Grantor may incur, suffer, sustain or be subject to, resulting from or arising out of the operation, maintenance and use or presence of the road herein granted.
6. Grantor specifically reserves unto itself the right of ingress and egress to and from its facilities at all times and should Grantee's road as constructed hinder or interfere with

Grantor's ingress or egress for the proper construction, operation and maintenance of its structures and installations, then Grantee, upon receipt of notice from Grantor, shall immediately proceed to make the necessary provisions to eliminate such hindrance or interference.

7. In the event Grantor's facilities are expanded, Grantor reserves the right to change the location of the road.
8. Grantee understands and agrees that Grantee's use of the easement for commercial purposes is specifically prohibited.
9. In the event that during operation, maintenance and/or removal of the road herein authorized to be built on said easement there occur any damages to Grantor's facilities, Grantee shall reimburse Grantor the cost of repairing or relocating such facilities, including anchor and guy work necessary for operation of such facilities along said road.
10. Grantee is to notify Grantor prior to any work being performed on the right of way or in close proximity to the substation.
11. Grantee shall use extreme caution in operating machinery and equipment across said easement in order to assure adequate clearance between the machinery and the dangerous electric high voltage conductors at the site, if any.
12. The easement provided for herein is for an access road easement only and should said easement be abandoned or cease to be used for such purposes, this indenture is then to be held null and void forthwith, and all rights, title and interest granted hereby shall without notice revert to and become property of Grantor's, its successors and assigns.

THIS AGREEMENT shall inure to and be binding upon the respective successors, lessees and assigns of the parties hereto.

TO HAVE AND TO HOLD unto the Grantee, forever subject to the reservation and conditions herein stated.



IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed on the day and year first above written.

GRANTOR:

ALABAMA POWER COMPANY

By: [Signature]
Its: Land Manager

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Joy Jennings, whose name as Land Manager of **ALABAMA POWER COMPANY** 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 officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 28th day of November, 2012.

[Signature]
NOTARY PUBLIC
My Commission expires: 12-12-2012

[Notarial Seal]

GRANTEE:

[Signature]
Charles M. Tyndal

[Signature]
Elveree C. Tyndal

STATE OF ALABAMA)
COUNTY OF) Jefferson

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Charles M. Tyndal and Elveree C. Tyndal, whose name are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, executed the same voluntarily

Given under my hand this 30 day of November, 2012.

[Signature]
NOTARY PUBLIC
My Commission expires: MY COMMISSION EXPIRES JULY 27, 2016

[Notarial Seal]


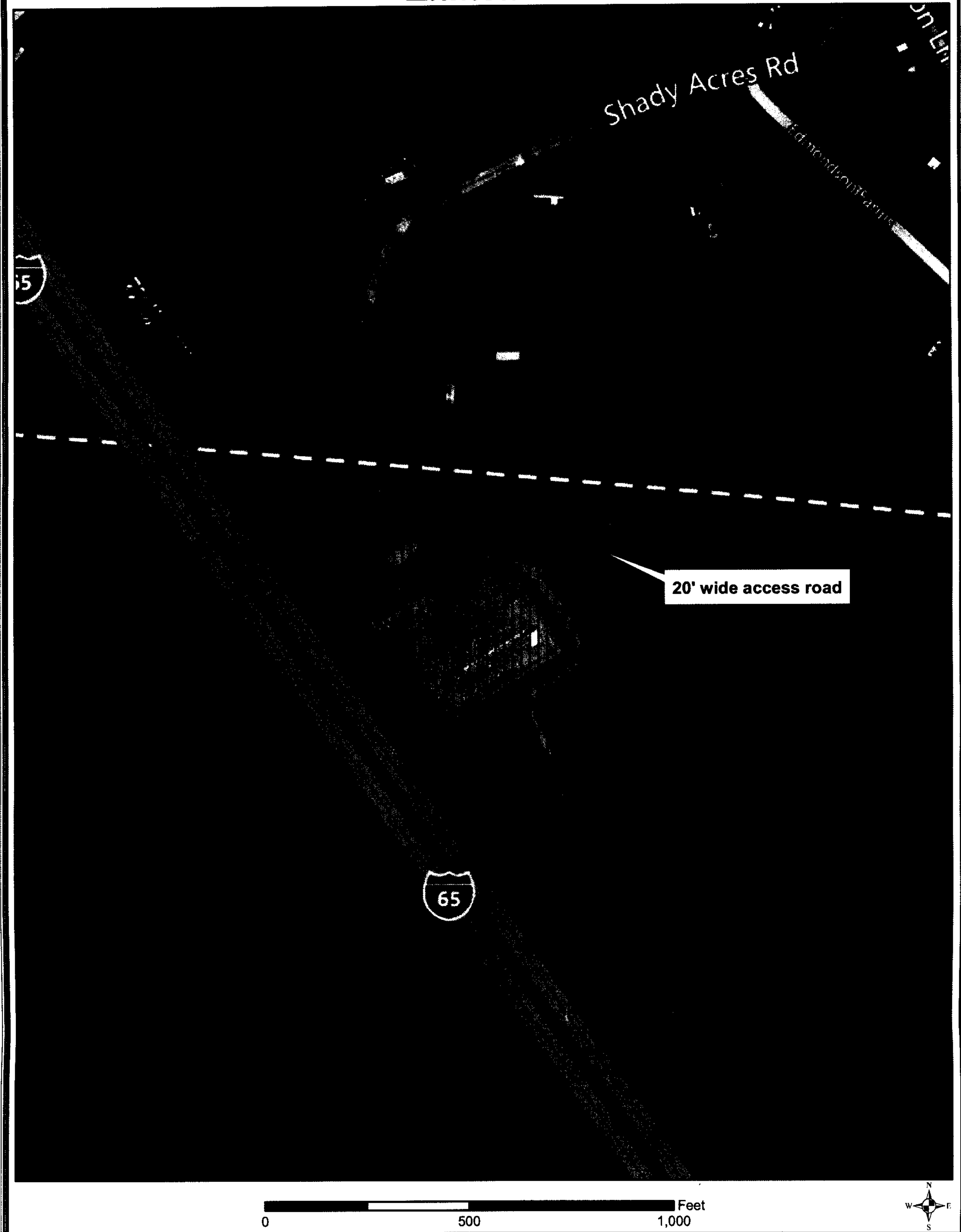

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Shelby Cnty Judge of Probate, AL
12/11/2012 02:36:46 PM FILED/CERT

Exhibit A



20121211000474380 5/5 \$24.50
Shelby Cnty Judge of Probate, AL
12/11/2012 02:36:46 PM FILED/CERT