

Source of Title:

INST # 20120522000181320

EASEMENT - DISTRIBUTION FACILITIES

STATE OF ALABAMA

COUNTY OF SHELBY

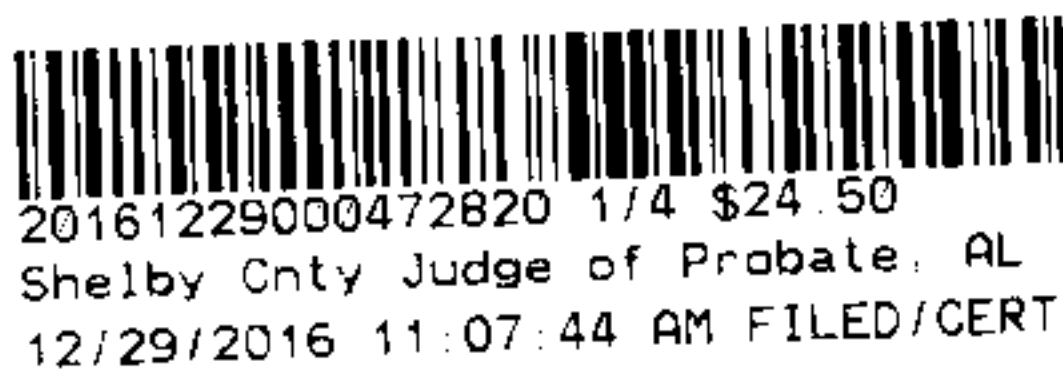
W.E. No. A6170-06-AF16

APCO Parcel No. 72223DLA-bdl

Transformer No. S80616

This instrument prepared by: Shannon Floyd

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



Shelby County, AL 12/29/2016
State of Alabama
Deed Tax \$.50

\$500⁰⁰

KNOW ALL MEN BY THESE PRESENTS, That Two Mountains LLC

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 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.

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 said Grantor, has caused this instrument to be executed by WILLIAM DAVID BROGDON,
its authorized representative, as of the 24TH day of AUGUST, 2016.

ATTEST (if required) or WITNESS:

By: Richard Welch

Its: CFO

Two Mountains LLC

By: William David Brogdon (SEAL)

Its: MANAGING MEMBER
[Indicate: Manager or Managing Member]

All facilities on Grantor: X

Station to Station: _____

WE# A617D-D6-AF1L6

CORPORATION 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 Two Mountains LLC, 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 this instrument, he as such _____ and with full authority, executed the same voluntarily for and as the act of said limited liability
 company.

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 Shelby

I, Karen M. Portwood, a Notary Public in and for said County in said State, hereby certify that William David Brogdon,
 whose name as Managing Member of Two Mountains, LLC, an Alabama 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/she, as such and with full authority, executed the same voluntarily,
 for and as the act of said Easement – Distributing Facilities [acting in such capacity as aforesaid].

Given under my hand and official seal this the 29th day of August, 2016

[SEAL]

KAREN M PORTWOOD
 Notary Public, Alabama State At Large
 My Commission Expires Aug. 24, 2019

Notary Public

My commission expires: 8-24-2019

20161229000472820 2/4 \$24.50
 Shelby Cnty Judge of Probate, AL
 12/29/2016 11:07:44 AM FILED/CERT

Exhibit "A"

WE#: A6170-06-AF16

Document # 71113069-001

A parcel of land located in the NW ¼ of the NE ¼ and in the NE ¼ of the NW ¼ of Section 6, Township 20 South, Range 1 West, more particularly described in that certain instrument recorded in instrument number 20120522000181320 in the office of the Judge of Probate of Shelby County, Alabama.



20161229000472820 3/4 \$24.50
Shelby Cnty Judge of Probate, AL
12/29/2016 11:07:44 AM FILED/CERT

SKETCH OF PROPOSED WORK - SIMPLIFIED W.E.

Map Case UTR: 1209021

Map Center Lat/Lon: 41.14 N, -80.84 W

Customer	Location	Division	Created	Sec Date	Estimate No
Highlands - Job Trailer	High Meadows in Park	Birmingham	8/13/16		AS170-06-AF16
Chase and	ACQUISITION AGENT	DATE ASSIGNED	DATE CLEARED		WBSALLP
Metro South	8/18/16	8-25-16			
<p>JOB NOTES</p> <p>Customer to pay for all materials and labor. Estimated time for trailer and materials 10-15 hours.</p>					
<p>Short Term Box</p> <p>LL LG LL LG LG-A [3710/3600/3213/3102/740]</p>					
<p>TERMINAL BOX</p> <p>Sub Right Out DS OC 8002R 4000000000 Phone Blue 3000 [Screen 100]</p>					
<p>TERMINAL BOX</p> <p>Sub Right Out DS OC 8002R 4000000000 Phone Blue 3000 [Screen 100]</p>					

LA3000	A	20	40.1	50	PH	50	100-140
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LA3002	A	20	40.1	50	PH	50	100-140
LA3003	A	20	40.1	50	PH	50	100-140
LA3004	A	20	40.1	50	PH	50	100-140
LA3005	A	20	40.1	50	PH	50	100-140
LA3006	A	20	40.1	50	PH	50	100-140
LA3007	A	20	40.1	50	PH	50	100-140
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LA3009	A	20	40.1	50	PH	50	100-140
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