

EASEMENT -- DISTRIBUTION FACILITIES

STATE OF ALABAMA
COUNTY OF SHELBY

This instrument prepared by: Shannon Floyd

Alabama Power Company *\$500⁰⁰*
Attn: Corporate Real Estate
2 Industrial Park Drive
Pelham, AL 35124

20170314000086430
03/14/2017 02:38:35 PM
ESMTAROW 1/3

KNOW ALL MEN BY THESE PRESENTS, That the undersigned Two Mountains LLC (hereinafter known as "Grantors", whether one or more) for and in consideration of One and No/100 Dollar (\$1.00) and other good and valuable consideration paid to Grantors in hand by Alabama Power Company, a corporation, the receipt and sufficiency of which are hereby acknowledged, do hereby grant to said Alabama Power Company, its successors and assigns (hereinafter the "Company"), the following easements, rights, and privileges:

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, 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 communications, along a route selected by the Company, as determined by the location(s) in which the Company's facilities are to be installed. The width of the Company's right of way will depend on whether the Facilities are underground or overhead: for underground, the right of way will extend five (5) feet on all sides of said Facilities as and where installed; for overhead Facilities, the right of way will extend fifteen (15) feet on all sides of said Facilities as and where installed.

The Company is further granted all the rights or privileges necessary or convenient for the full enjoyment and use of said right of way for the purposes above described, including, without limitation, the right of ingress and egress to and from said Facilities, as applicable, the right to excavate for installation, replacement, repair and removal of said Facilities, the right in the future to install intermediate poles and facilities on said right of way, the right to install, maintain, and use anchors and guy wires on land adjacent to said right of way, and also the right to cut, remove, and otherwise keep clear any and all trees, undergrowth, structures, obstructions, or obstacles of whatever character, on, under and above said right of way, as applicable. 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 aforementioned right of way that, in the opinion of the Company, may now or hereafter endanger, interfere with, or fall upon any of said overhead Facilities.

The easements, rights and privileges granted hereby shall apply to, and the word "Property" as used in this instrument shall mean the real property more particularly described in that certain instrument recorded in Map Book 47 Page 17 and Instrument Number 2012522000181320, in the Office of the Judge of Probate of the above named County.

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, Grantors hereby grant 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 Grantors, the Company and each of their respective heirs, personal representatives, successors and assigns and the words "Company" and "Grantors" 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 Grantors have caused this instrument to be executed by WILLIAM DAVID BROGDON, its authorized representative, as of the 28TH of FEBRUARY, 2017.

ATTEST (if required) or WITNESS:

By: [Signature]
Its: CFO

Two Mountains LLC

By: [Signature] (SEAL)
Its: MANAGING MEMBER
(Indicate: Manager, Managing Member etc.)

For Alabama Power Company Corporate Real Estate Department Use Only

All facilities on Grantor: Yes

Location to Location: _____

NW 1/4 of the NE 1/4 of Section 6, Township 20 South, Range 1 West
W.E. No. A6170-06-A517

Transformer No. T002C0

APC Document #

71214904-001

REV 3/15/16

CORPORATION NOTARY

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STATE OF _____

COUNTY OF _____

I, _____, a Notary Public, in and for said County in said State, hereby certify that _____, whose name as _____

_____ of _____ a 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 this 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 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, a ALABAMA LLC, [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 MANAGING MEMBER and with full authority, executed the same voluntarily, for and as the act of said TWO MOUNTAINS, LLC [acting in such capacity as aforesaid].

Given under my hand and official seal this the 28th day of FEBRUARY, 2017.

[SEAL]

Notary Public

My commission expires: 8-24-2019

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

APCo # 71224904001

Range: 01/17

Filed and Recorded
Official Public Records
Judge James W. Fuhrm
County Clerk
Shelby County, AL
03/14/2017 02:38:35 PM
\$21.50 CHERRY
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RAW Agent William Ford
Date Assigned 2.14.17
Date Cleared 3.10.17
Parcel # 7774904-001

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Const. Completed By: