

1650
EASEMENT - DISTRIBUTION FACILITIES

All facilities on Grantor: ☒

W. E. No. 61500-00-06808-00

Parcel No. _____

STATE OF ALABAMA }

COUNTY OF SHELBY }

A. GRANT. KNOW ALL MEN BY THESE PRESENTS, That JAMES H. ISBELL AND WIFE

LINDA L. ISBELL

as grantor(s), (the "Grantor", whether one or more) for and in consideration of One and No/100 Dollars (\$1.00), and other good and valuable consideration, to Grantor in hand paid by Alabama Power Company (the "Company"), a corporation, the receipt and sufficiency of which are hereby acknowledged, does hereby grant to the Company, the easements, rights and privileges described and designated in Section B below, together with the right to permit other persons, partnerships and corporations to use and exercise such easements, rights and privileges in common with the Company.

B. RIGHTS The easements, rights and privileges granted hereby are as follows (if less than all of 1-3 are granted, then check and initial applicable paragraphs):

() 1. **Overhead and/or Underground.** The right from time to time to construct, install, operate and maintain, upon, over, under and across the Property described in Section C below, along a route to be selected by the Company which is generally shown on the attached drawing (which shows the general location of underground facilities, if any, by cross-hatching indicating an area not greater than ten feet (10') in width), all poles, towers, wires, conduits, fiber optics, cables, translosures, transformers, anchors of concrete, metal or other material, guy wires and other materials, appliances, facilities and other apparatuses of whatever type, whether now or in the future existing or known which are useful or necessary in connection therewith (collectively, "Facilities"), for the overhead and/or underground transmission and distribution of electric power and for overhead and/or underground communication service, and also the right to clear a strip extending fifteen feet (15') to either side of the center line of the lines of poles and keep it cleared of all trees, undergrowth or other obstructions; further, 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 which, in the sole opinion of the Company, might endanger, interfere with or fall upon the poles, lines, or other appliances of the Company.

() 2. **Line Clearing.** The right to cut and trim and to keep cut and trimmed, and remove all dead, weak, leaning or dangerous trees or limbs, which, in the Company's sole discretion, now or may hereafter endanger or interfere with the electric transmission lines, telephone lines, poles, towers or other facilities of the Company or others now constructed, or which may hereafter be constructed, on or adjacent to the Property described in Section C below, and also the right to clear a strip extending fifteen feet (15') to either side of the center line of the lines of poles and keep it cleared of all trees, undergrowth or other obstructions.

() 3. **Guy Wire and Anchor.** The right to implant, install and maintain anchor(s) of concrete, metal or other material at point(s) on the Property described in Section C below, and to construct, extend and maintain guy wires from such anchor(s) to structures now erected or hereafter to be erected on such Property or property adjacent thereto (collectively, "Guy Wire Facilities").

In addition to the easements, rights and privileges granted in all or any of 1, 2, or 3 above, 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 Company's Facilities and Guy Wire 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 and Guy Wire Facilities, as applicable.

C. **PROPERTY DESCRIPTION** 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"):

FOR LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND
MADE A PART HEREOF

THIS INSTRUMENT PREPARED
BY Robert Bowden
ALABAMA POWER COMPANY
P. O. BOX 2641
BIRMINGHAM, AL 35291

D. **GENERAL** In the event it becomes necessary or desirable for the Company to move any of its Facilities in connection with the construction or improvement of any public road or highway in proximity to its Facilities, Grantor hereby grants to the Company the right to relocate its Facilities on said Property, provided, however, the Company shall relocate its Facilities at a distance no 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. In the event that none of options 1 through 3 in Section B above are marked, then Grantor hereby grants all easements, rights and privileges described in such option 1. 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.

05/27/1999-22216
08:56 AM CERTIFIED

TO HAVE AND TO HOLD the foregoing easements, rights and privileges to the Company, its successors and assigns, forever.

004 MMS 16.50

[individuals and parties in representative capacity - indicate capacity]

IN WITNESS WHEREOF, the undersigned Grantor(s) has/have set his/her/their hand(s) and seal(s) this the 6th day of January, 1999.

Witness

Witness

Witness

Witness

Witness

Witness

(Grantor)

(Grantor)

By:

As:

By:

As:

By:

As:

By:

As:

(SEAL)

(SEAL)

(SEAL)

(SEAL)

[corporations, partnerships, L.L.C.'s, etc. - including in representative capacity]

IN WITNESS WHEREOF, the said Grantor, has caused this instrument to be executed by _____, its authorized representative, as of _____, 199____.

ATTEST (if corporation) or WITNESS:

By:

Its: Secretary

(Grantor)

By:

Its:

[indicate President, General Partner, Member, etc.]

(SEAL)

ATTEST (if corporation) or WITNESS:

By:

Its: Secretary

By:

Its:

[indicate President, General Partner, Member, etc.]

(SEAL)

[individuals and parties in representative capacity]

STATE OF ALABAMA }

COUNTY OF _____ }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that _____ whose name(s) [as _____ respectively] 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, on the day the same bears date.

Given under my hand and official seal, this the _____ day of _____, 199____.

[SEAL]

Notary Public

My commission expires: _____

[corporations, partnerships, L.L.C.'s, etc. - including in representative capacity]

STATE OF ALABAMA }

COUNTY OF _____ }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that _____ whose name as _____ of _____ [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 _____ 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 _____, 199____.

[SEAL]

Notary Public

My commission expires: _____

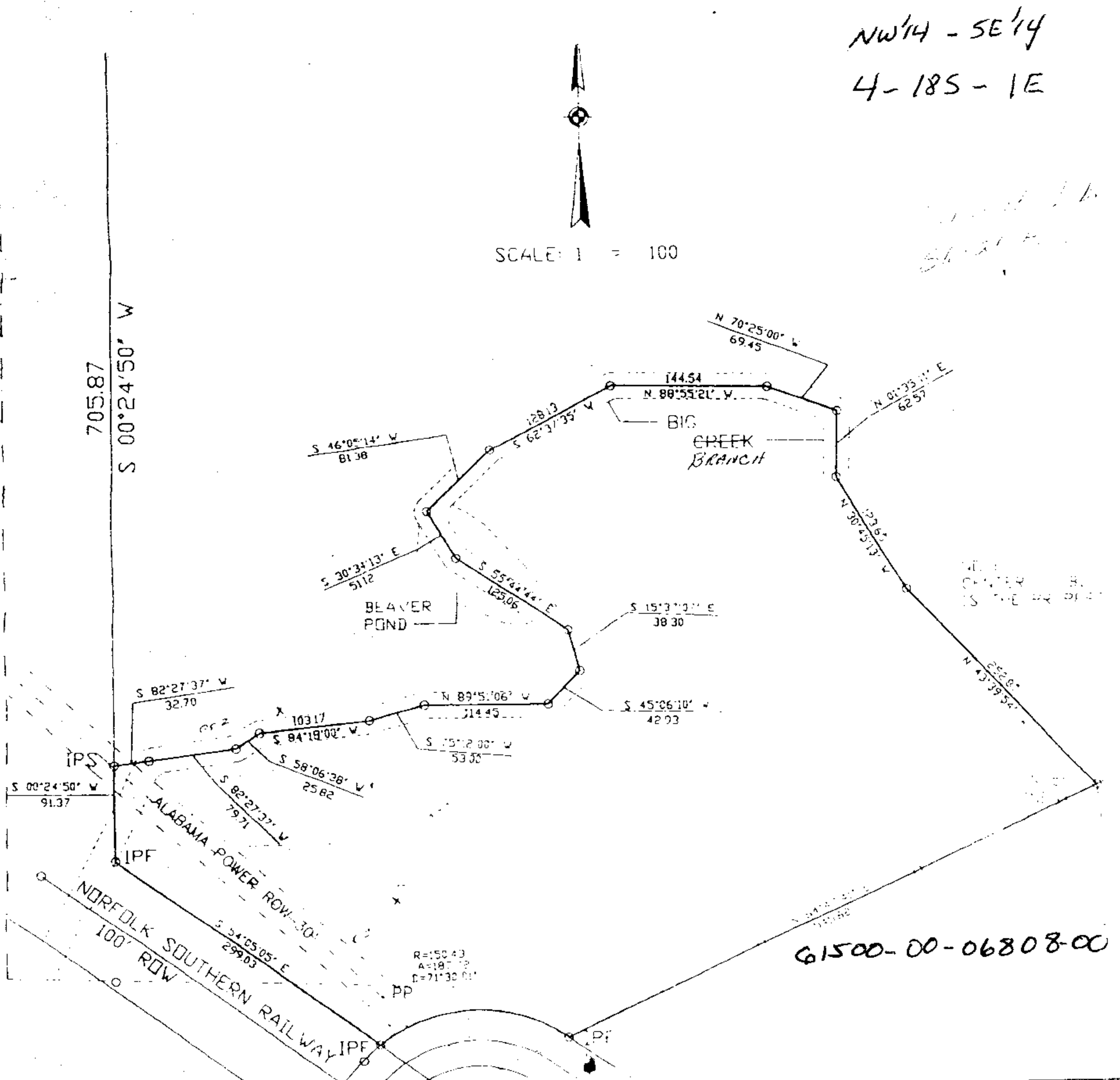
STATE of ALABAMA:
COUNTY of SHELBY:

EXHIBIT "A"

I, James A. Riggins, a registered Land Surveyor in the State of Alabama, hereby state that the foregoing is a true and correct map of a parcel of land situated in the S.E. 1/4 of Section 4, Township 18 South, Range 1 East, described as follows:
Commence at the N.W. Corner of the N.W. 1/4 of the S.E. 1/4 of Section 4 go South 13 Degrees 36 Minutes 45 Seconds East for 412.34 feet to an existing iron pin; thence South 00 Degrees 24 Minutes 50 Seconds West for 705.87 feet to the Point of Beginning; thence continue South 00 Degrees 24 Minutes 50 Seconds West for 71.37 feet to an existing iron pin on the North Boundary of the Norfolk Southern Railway; thence South 54 Degrees 05 Minutes 05 Seconds East along the North Boundary of said railway for 299.03 feet to an existing iron pin on the North Boundary of Alabama Highway No. 25, said iron pin being on a curve to the right, having a central angle of 71 Degrees 30 Minutes 01 Seconds and a radius of 150.43 feet; thence Southeasterly along said curve and said North Boundary for 187.72 feet to the Point of Tangent; thence North 64 Degrees 47 Minutes 47 Seconds East for 545.62 feet to the center of Big Creek;

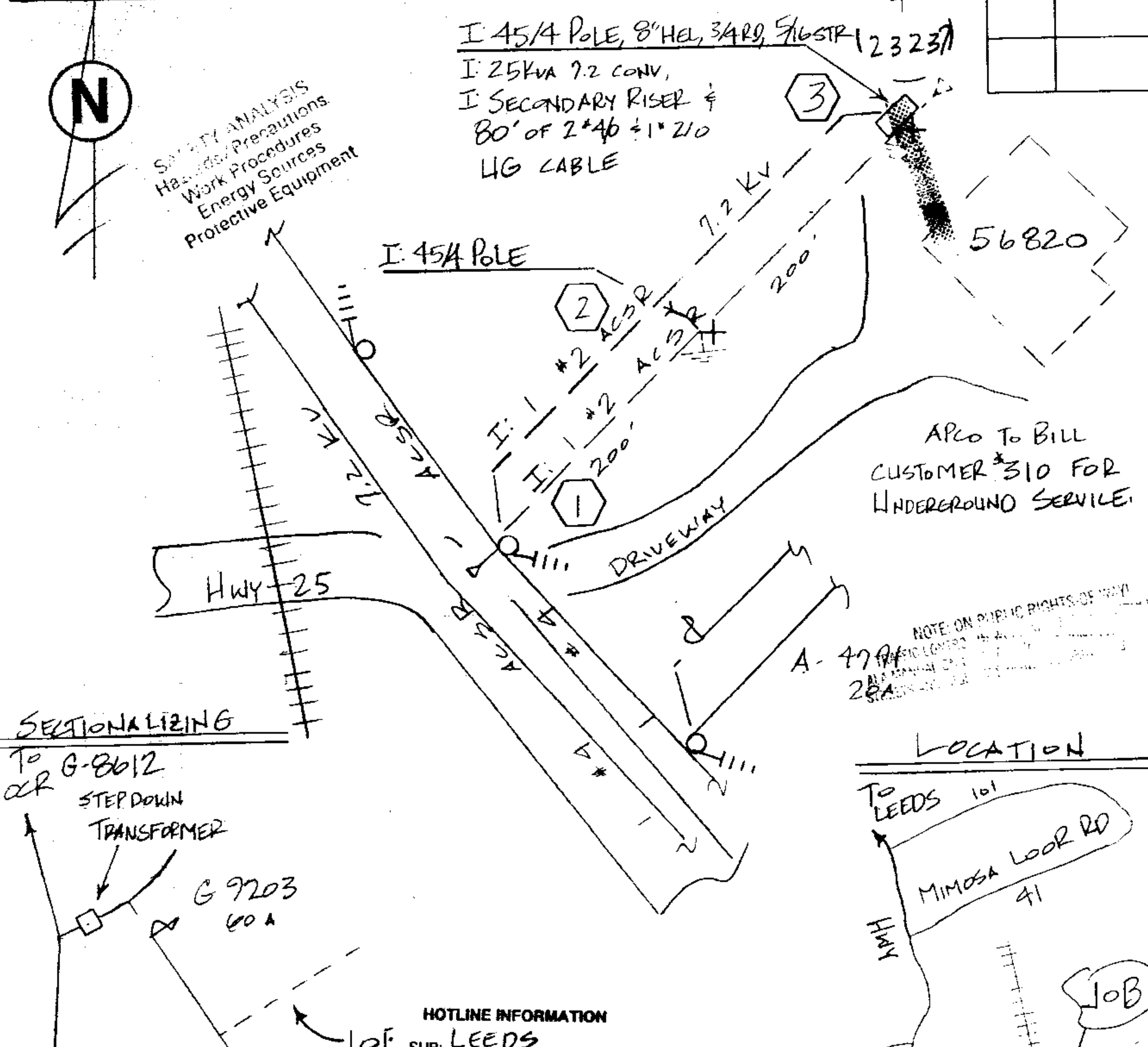
thence Sixteen Courses (16) along said center as follows.

go North 43 Degrees 39 Minutes 54 Seconds West for 252.87 feet; thence North 30 Degrees 45 Minutes 13 Seconds West for 123.65 feet; thence North 01 Degrees 35 Minutes 11 Seconds East for 62.57 feet; thence North 70 Degrees 25 Minutes 00 Seconds West for 69.45 feet; thence North 88 Degrees 55 Minutes 21 Seconds West for 144.54 feet; thence South 62 Degrees 37 Minutes 35 Seconds West for 128.13 feet; thence South 46 Degrees 05 Minutes 14 Seconds West for 81.38 feet; thence South 30 Degrees 34 Minutes 13 Seconds East for 51.13 feet; thence South 55 Degrees 44 Minutes 44 Seconds East for 125.06 feet; thence South 15 Degrees 37 Minutes 07 Seconds East for 38.30 feet; thence South 45 Degrees 06 Minutes 10 Seconds West for 42.93 feet; thence North 89 Degrees 51 Minutes 06 Seconds West for 114.45 feet; thence South 15 Degrees 12 Minutes 00 Seconds West for 53.00 feet; thence South 84 Degrees 18 Minutes 00 Seconds West for 103.17 feet; thence South 58 Degrees 06 Minutes 38 Seconds West for 25.82 feet; thence South 82 Degrees 27 Minutes 37 Seconds West for 32.70 feet to the Point of Beginning, containing 6.84 Acres, more or less.



SKETCH OF PROPOSED WORK — SIMPLIFIED W. E.

Customer JAMES H. ISBELL		Location 56820 HWY 25		Agreed Serv. Date		Estimate No. 41500-00-04208-00	
Division BHAM		District HUFFMAN		Town DUNNAVANT		Drawn by BRASHER	
County SHELBY		Section 4		Township 18-S		Range 1-E	
Acquisition Agent BOWDEN		Date R/W Assigned 1-4-99		Date R/W Cleared 1-7-99		Map Reference	
						LOC	Transformer Loading



Voltage	
Pri	Sec.
7.2	120 240
PHONE CO.	
Co. Name ALTELL	
CATV CO.	
Co. Name	
ACCESSIBLE <input checked="" type="checkbox"/>	
TREE CREW	
ROCK HOLE	
PERMITS REQ'D	
R/W	
CITY	
COUNTY	
STATE	
MISSALL <input checked="" type="checkbox"/>	
OTHER	
SCALE N.T.S.	
Ft. Per Inch	

HOTLINE INFORMATION
SUB: **LEEDS**
FDR #: **326 #3**
BREAKER #: **G-8612**
PROTECTING SW: **G-9203**
FUSE SIZE: **60**
BLUE PLATE?: **60**
LOC. NO.(S)

TO SMYER LAKE
Hwy 41
Inst # 1999-22216
05/27/1999-22216
08:56 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MMS 16.50

Cnst. Completed By

Date