

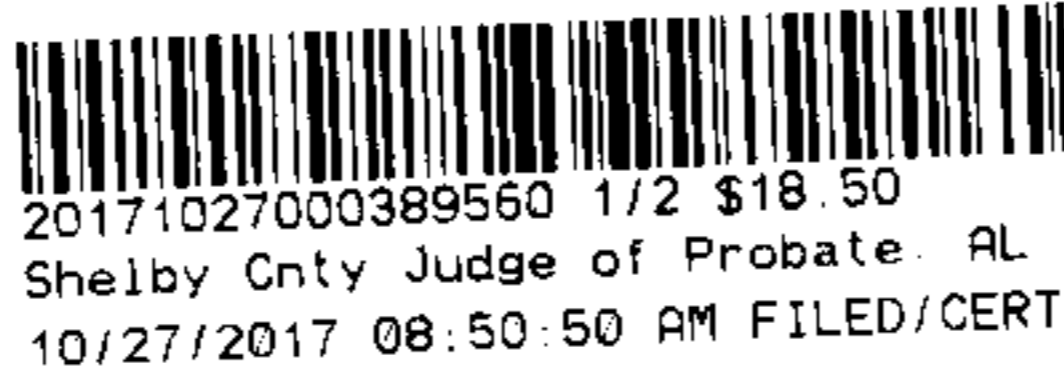
Source of Title:
Instrument Number 19920422000054671

EASEMENT - DISTRIBUTION FACILITIES

STATE OF ALABAMA
COUNTY OF SHELBY

This instrument prepared by: Shannon Floyd

Alabama Power Company
Attn: Corporate Real Estate/12N-0982
300 N. 18th St.
Birmingham, Alabama 35203



Shelby County, AL 10/27/2017
State of Alabama
Deed Tax: \$.50

KNOW ALL MEN BY THESE PRESENTS, That the undersigned J. D. Tumbleston and wife, Sally Beth Tumbleston (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, 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 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 **Instrument Number 19920422000054671**, 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 undersigned Grantors have executed this instrument on this the 19th day of Oct, 2017.

[Signature]
Witness Signature (non-relative)

WB Finkler

Print Name

[Signature]
Witness Signature (non-relative)

WB Finkler

Print Name

[Signature] (SEAL)
(Grantor) J.D. Tumbleston

J. D. TUMBLESTON

Print Name

[Signature] (SEAL)
(Grantor) Sally Beth Tumbleston

SALLY Beth Tumbleston

Print Name

For Alabama Power Company Corporate Real Estate Department Use Only

All facilities on Grantor: Yes Location to Location: _____

S $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 1, Township 22 South, Range 1 East

W.E. No. A6170-14-CK17

Transformer No. T006F9

SKETCH OF PROPOSED WORK - SIMPLIFIED W.E.

Map Center UTM: 1797069 12033808

Map Center Lat/lon: 33.148912 -86.488011

1 inch = 100 feet

Customer JD TUMBLESTON	Location 971 PARADISE POINT DR	Comtd. Svc Date	County Shelby	Section 1	Township 22S	Range 01E	Add'l Info.	Estimate No. A617014CK17
Division BIRMINGHAM	District METRO-SOUTH	Town COLUMBIANA	UserID jacofer	Created: 10/16/2017	Substation X-19436	Y- XD1417	MISSALL#	

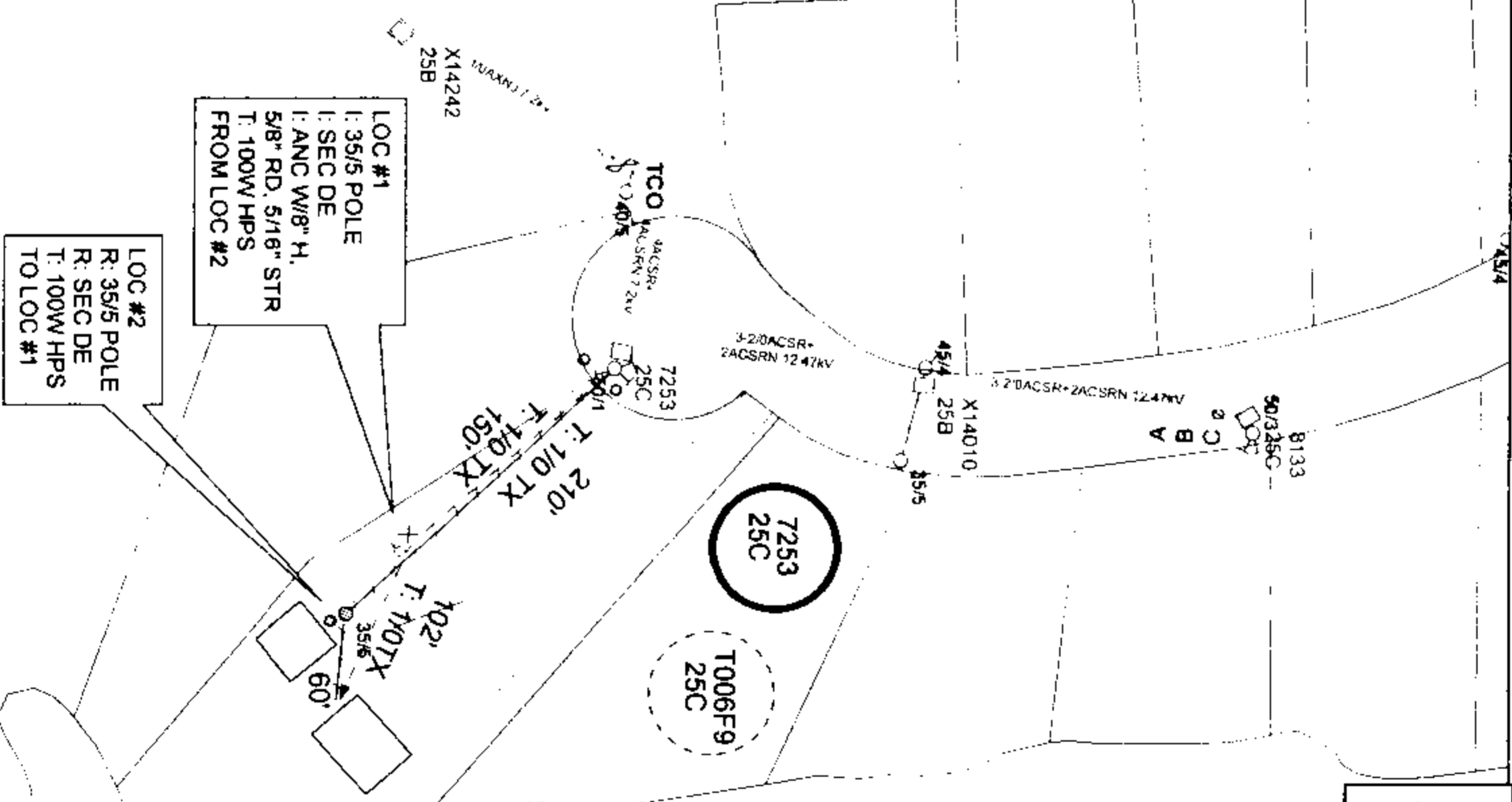
R/W Agent: Warren Jgo
 Date Assigned: 10.16.17
 Date Cleared: 10.24.17
 Document ID #: 72229711001

SHELBY CO HWY 28

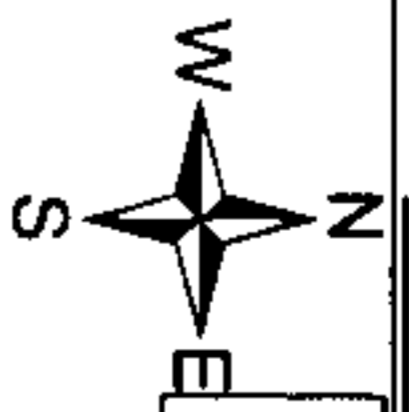
WATERVIEW DR
MURPHY LN

PARADISE POINT MARINA
PARADISE POINT DR

JOB *



SHORT CIRCUIT INFORMATION
 @XD3231
 LG = 552
 LGr = 215



ENERGIZED LINE WORK
 Sub COLUMBIANA DS
 OCB/OCR 08070
 Scheme NO
 Scheme Name

NOTE:
 1. CUSTOMER IS ADDING A GARAGE/SHOP AND SECONDARY POLE AND ANCHOR ARE IN THE WAY.
 2. CUSTOMER IS ADDING 2 KW WORTH OF LOAD.

Voltage	
Pri	Sec
12KV	120/240
Phone Co.	
Cable Co.	
Accessible	Y
Tree Crew	N
Rock Hole	N
Permits	
R/W	Y
CITY	N
COUNTY	N
STATE	N
OTHER	