

#1752

20061212000600930 1/3 \$17.50
Shelby Cnty Judge of Probate, AL
12/12/2006 10:27:25AM FILED/CERT

EASEMENT - DISTRIBUTION FACILITIES
(Metes and Bounds)

TO BE RECORDED: YES X NO _____

This instrument prepared by:
Matt Fields

STATE OF Alabama
COUNTY OF Shelby
TAX ID # _____

W.E. 61730-00-0157-6
Parcel No. 70178430
Transformer No. 515240

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

A. **GRANT** KNOW ALL MEN BY THESE PRESENTS, that The Board of Education of the State of Alabama (Jefferson State Community College) 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, 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 described and designated in Section B below.

B. **RIGHTS** The easements, rights and privileges granted hereby are as follows:

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 Company's final location drawing (which shows the general location of underground Facilities, if any, by indicating an area not greater than ten feet (10') in width), all poles, towers, wires, conduits, fiber optics, cables, 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 also the right to clear and keep clear a strip of land extending five feet (5') to either side of the center line of underground Facilities and fifteen feet (15') to either side of the center line of overhead Facilities; further, the right in the future to install and utilize intermediate poles in line for overhead Facilities and 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 for overhead Facilities that, in the sole opinion of the Company, might now or may hereafter endanger, interfere with or fall upon any of the overhead Facilities.

2. **Line Clearing.** The right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs, in the sole opinion of the Company, might now or may hereafter endanger, interfere with or fall upon the electric transmission or distribution lines, poles, towers or other Facilities now or hereafter located adjacent to the Property described in Section C below along a route to be selected by the Company generally shown on the Company's final location drawing, and also the right to clear and keep clear all trees, undergrowth, and other obstructions on property in which Grantor has an interest within fifteen (15') of the center line of the lines of such poles, towers or other Facilities.

3. **Guy Wire and Anchor.** The right to implant, install and maintain anchor(s) of concrete, metal or other material on and under the Property described in Section C below, and to construct, extend and maintain guy wires from such anchor(s) to structures now or hereafter to be erected on such Property or property adjacent thereto (collectively, "Guy Wire Facilities") along a route to be selected by the Company generally shown on the Company's final location drawing, and also the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs that, in the sole opinion of the Company, might now or may hereafter endanger, interfere with or fall upon any of the Guy Wire 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 the 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"):

A parcel of land in the NE 1/4 of NE 1/4 Section 15, Township 19 South, Range 2 West
Source of Title recorded in Deed Book 20051003000512110 in the office of the Judge of Probate of Shelby County, Alabama.
(See attached Map)

D. **ADDITIONAL PROVISIONS.** In the event it becomes necessary or desirable for the Company 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 the 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 Judy M. Merritt
authorized representative, as of the 25 day of August, 2006

ATTEST (if corporation) or WITNESS:

By: [Signature]
Its: DIRECTOR, LEGAL SERVICES

The Board of Education of the State of Alabama
Grantor - Name of Corporation/Partnership/LLC)
By: Judy M. Merritt (SEAL)
Its: President, Jefferson State Community College

20061212000600930 2/3 \$17.50
Shelby Cnty Judge of Probate, AL
12/12/2006 10:27:25AM FILED/CERT

INDIVIDUAL NOTARIES

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) 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 executed the same voluntarily, on the day the same bears date.
Given under my hand and official seal this the _____ day of _____, _____.

[SEAL]

Notary Public
My commission expires: _____

Shelby County, AL 12/12/2006
State of Alabama
Deed Tax: \$.50

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) 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 executed the same voluntarily, on the day the same bears date.
Given under my hand and official seal this the _____ day of _____, _____.

[SEAL]

Notary Public
My commission expires: _____

TRUSTEE/CORPORATION/PARTNERSHIP/LLC NOTARY

STATE OF ALABAMA }
COUNTY OF Shelby }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Judy M. Merritt
_____, whose name as President of Jefferson
State a Community College [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 25 day of August, 2006.

[SEAL]

Judith C. Howell
Notary Public
My commission expires: 5/08

For Alabama Power Company Corporate Real Estate Department Use Only

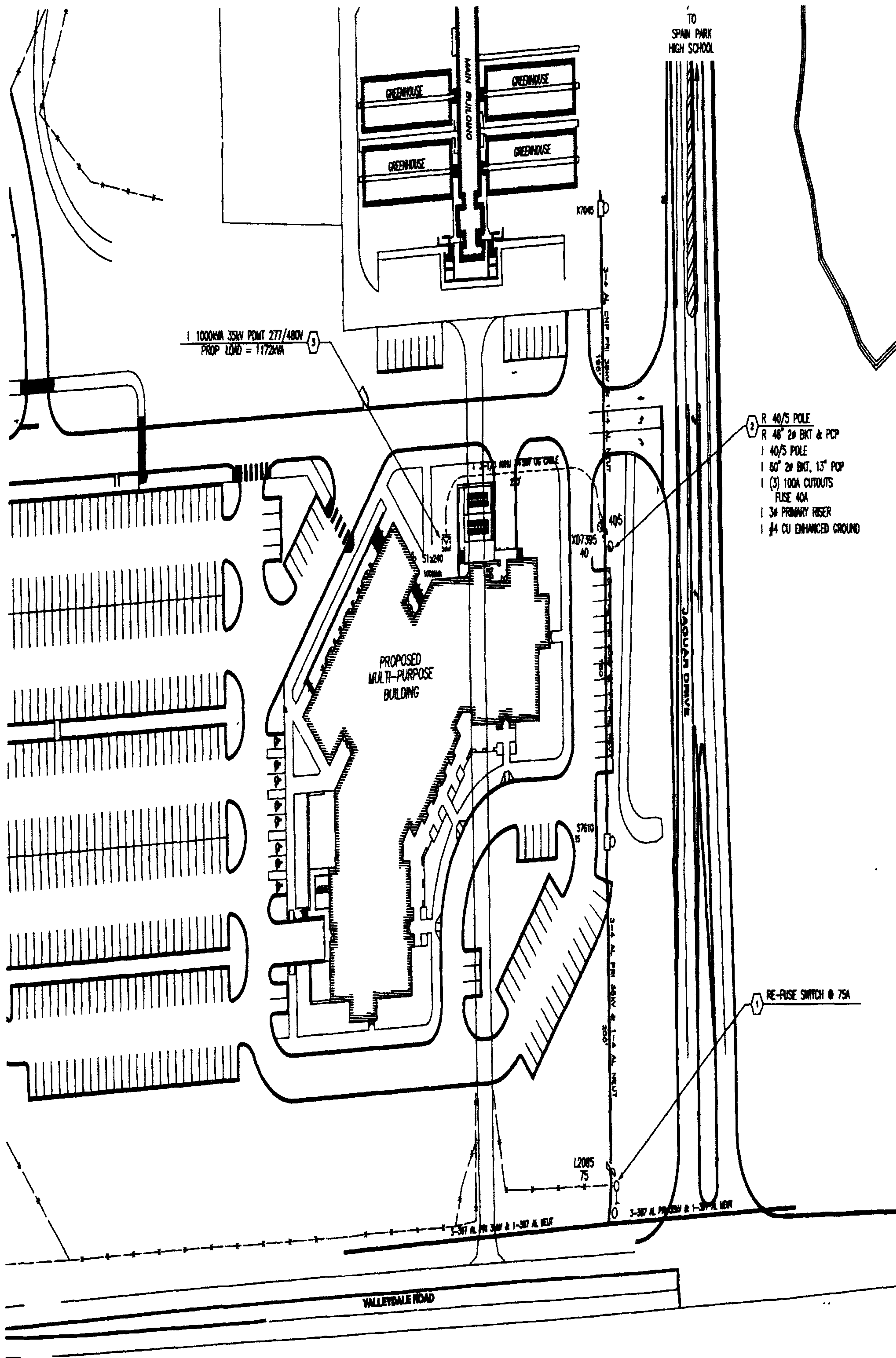
All facilities on Grantor: X

Station to Station: Sta. 2+00 to 2+250

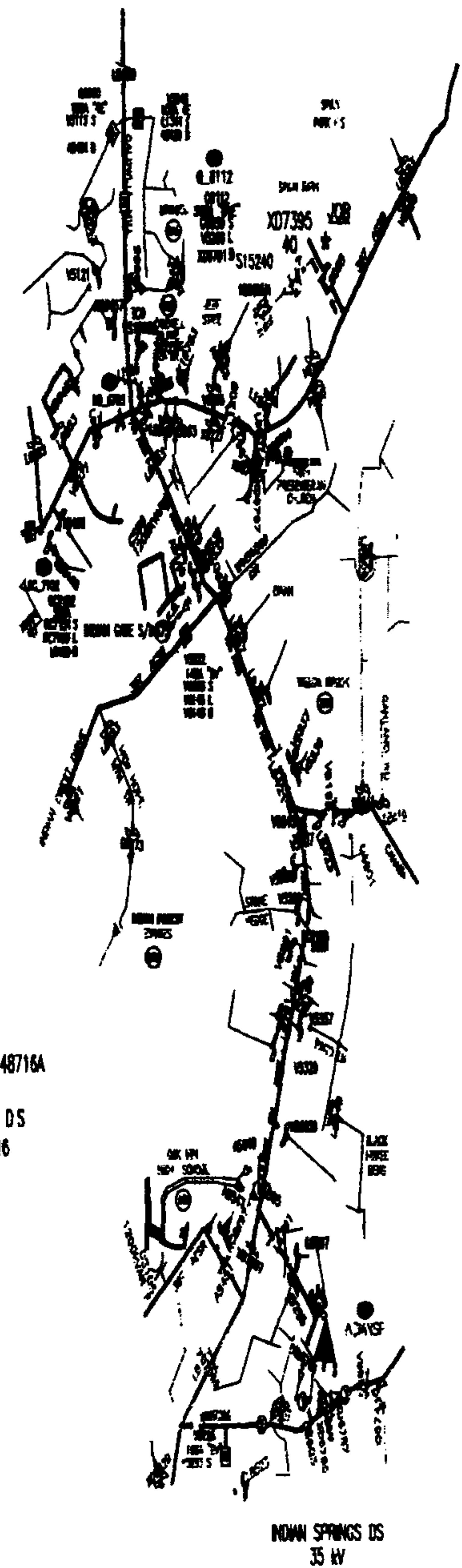


20061212000600930 3/3 \$17.50
Shelby Cnty Judge of Probate, AL
12/12/2006 10:27:25AM FILED/CERT

70170430



SECTIONALIZING SKETCH



FOR ENERGIZED LINE WORK

OBTAIN FL WORK PERMIT @ 48716A

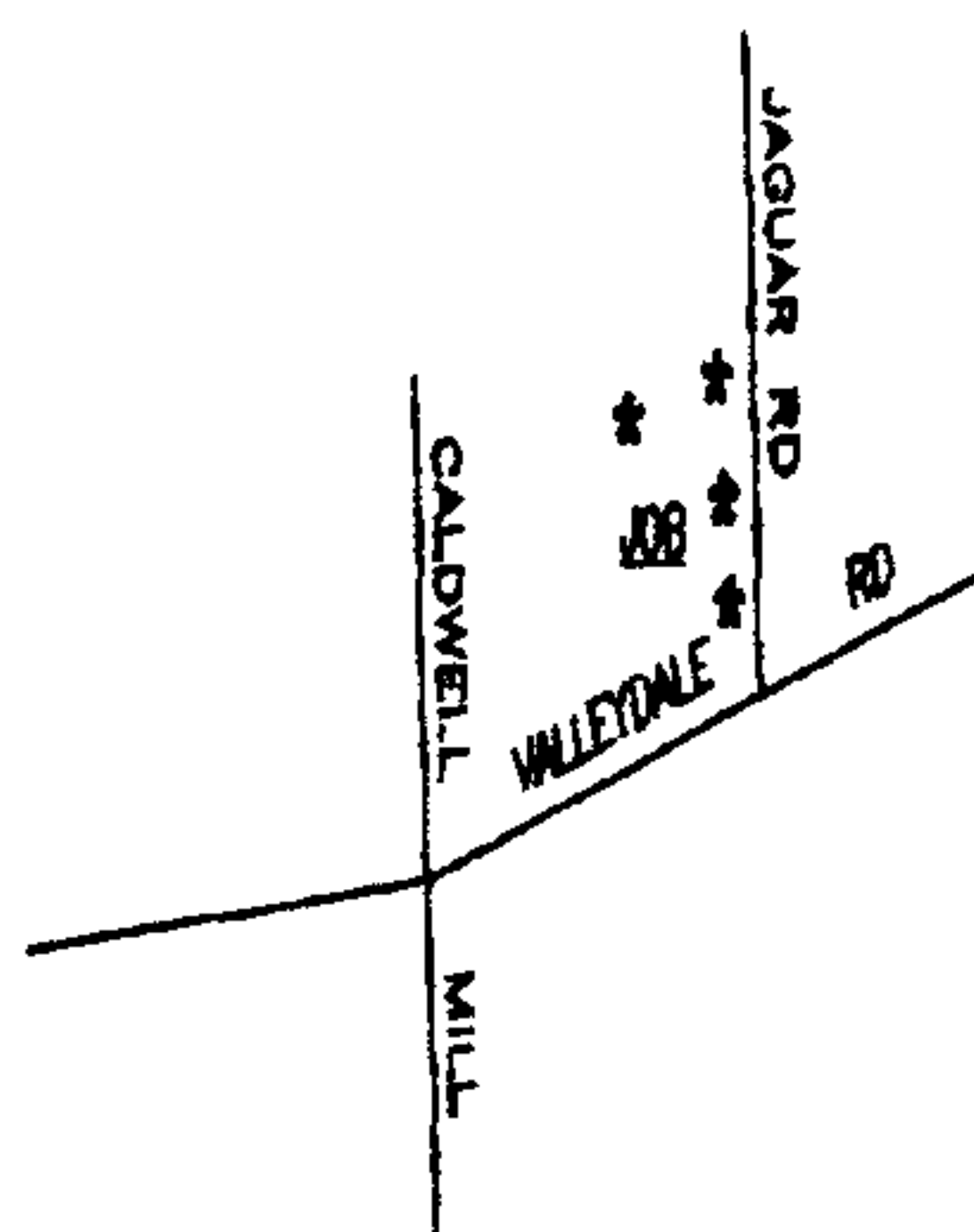
SUBSTATION INDIAN SPRINGS D.S.
FEEDER #1 BREAKER #48716

FAULT CURRENT = 3333 A

INDIAN SPRINGS D.S.
35 KV

RE-FUSE SWITCH @ 75A

LOCATION SKETCH



CONSTRUCTION COMPLETE:

DATE: _____

**ANY CONSTRUCTION FIELD CHANGES
ARE SHOWN IN RED ON THIS PRINT.**

AUTOMATED DRAWING - MAKE NO MANUAL REVISIONS

ALABAMA POWER COMPANY

JOB POWER DELIVERY - BIRMINGHAM SOUTH
DETAIL JSCC - SHELBY CAMPUS
MULTI-PURPOSE BUILDING

0 50 100
PLAN SCALE

TOWN COUNTY

MAP REF

SEC- TP- R-

- NOTES
1. CUSTOMER TO PERFORM ALL DITCHING, INSTALL (2) 5" CONDUITS, GROUND RODS, & POUR TRANSFORMER PAD
 2. PRIMARY CABLE TO BE 3 #1/0 ALUM 35KV CABLE 48" DEEP IN 5" CONDUIT
 3. CUSTOMER TO PROVIDE SERVICE CONDUCTORS FROM TRANSFORMER TO BUILDING