Source of Title:

Instrument # 1992-29845 & 20121003000377020

EASEMENT - DISTRIBUTION FACILITIES

STATE OF ALABAMA
COUNTY OF SHELBY

W.E. No. A6170-06-AG14

APCO Parcel No. 70267756

Transformer No. XA3599

This instrument prepared by: Dean Fritz

KNOW ALL MEN BY THESE PRESENTS, That Indian Springs School

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, transclosures, 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 fifteen (15) 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.

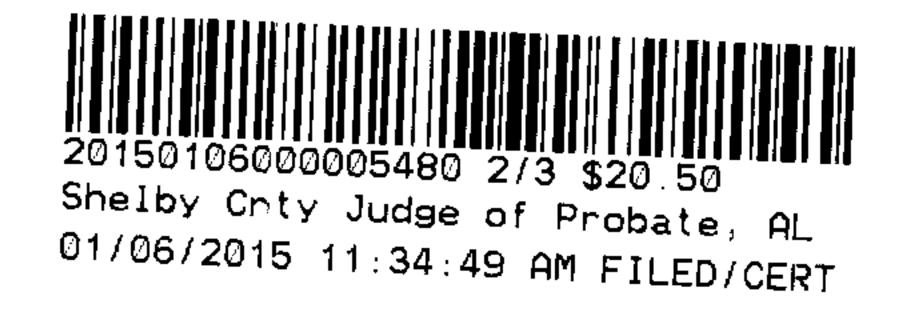
The easements, rights and privileges granted hereby shall apply to, and the word "Property" as used in this instrument shall mean, the following described real property situated in Shelby County, Alabama (the "Property"): two parcels of land located in the W½ of the NE¼ and in the E½ of the NW¼ of Section 32, Township 19 South, Range 2 West, more particularly described in that certain instrument recorded in Instrument # 1992-29845 & 20121003000377020, in the office of the Judge of Probate of said 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, 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	
IN WITNESS WHEREOF, the said Grantor, has caused this instrument to be exe	ecuted by GARETH VAUGHAN
its authorized representative, as of the 12 day of DECEMBER	<u> </u>
ATTEST (if required) or WITNESS:	Indian Springs School (Grantor - Name of Corporation/Partnership/LLC)
By: Danzeyege	By:
Its: Duch of There	Its: President [indicate: President, General Partner, Member, etc.]

Shelby County, AL 01/06/2015 State of Alabama Deed Tax:\$.50

For Alabama Power Company Corpo	orate Real Estate Department Use Only Parcel No: 70267756	
All facilities on Grantor: Station to Stat	tion:	
		<u></u>
CORPORATION NOTARY		
STATE OF ALABAMA		
COUNTY OF Shelby		
Marilyn Ann Hamner	, a Notary Public, in and for said County in said State, hereby certif	fy that
Careth Vaushan	, whose name as <u>President</u>	_ of
Indian Springs School , 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 in	strument, 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	ay of December, 2014.	
[SEAL]	Marilyon ann Hannes	
	Notary Public V	
	My commission expires: 9-11-3016	





COUNTY STATE ĊŢ व A617006AG1 3902 3682 3379 3214 739 ä V5791 100A SL Range 02W Substation Created: 12/3/2014 CONDUIT AND PB'S WILL BE THE SECOND PHASE OF TH CUST TO INSTALL PRI COMBUT & 48" DEPTH APCO TO PULL WRIE AND MAKE CONNECTION CUST TO INSTALL 1-5" CONDUIT W SPANE CB0548 1200 This LIX RISER ASSLY 35KV AXNJ PRI 335' 35KV CA w/ #6 Cu ENH (SSR P/N DDE PRI GW SUBSTATION 8 an S Date Assigned Date Cleared R/W Agent Parce # This Job and The Advances and This Highland Spring 20150106000005480 3/3 \$20.50 Shelby Cnty Judge of Probate, AL Indian Springs Sch Indian Spring Lake 01/06/2015 11:34:49 AM FILED/CERT
