

EASEMENT - DISTRIBUTION FACILITIES

STATE OF ALABAMA

COUNTY OF SHELBY

W.E. No. A6170-06-AQ15

APCO Parcel No. 10273077

Transformer No. XA3655

This instrument prepared by: Shannon Floyd

Alabama Power Company
2 Industrial Park Drive
Pelham, AL 35124



20150916000323970 1/3 \$20.50
Shelby Cnty Judge of Probate, AL
09/16/2015 08:27:50 AM FILED/CERT

Shelby County, AL 09/16/2015
State of Alabama
Deed Tax: \$.50

KNOW ALL MEN BY THESE PRESENTS, That Pelham Board of Education, an Alabama public entity,

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, 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 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 five (5) 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"): a parcel of land located in the SE ¼ of the SW¼, the SW ¼ of the SE ¼, and the NW ¼ of the SE ¼, all in Section 19, Township 20 South, Range 2 West, more particularly described in Statutory Warranty Deed recorded in instrument number 20150128000028490, and Statutory Warranty Deed recorded in instrument number 20141230000409170, and in Final Plat recorded in Map Book 45, Page 9, 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, forever.

IN WITNESS WHEREOF, the said Grantor, has caused this instrument to be executed by Scott Coefield

its authorized representative, as of the 31 day of July, 2015.

ATTEST (if required) or WITNESS:

By: _____

Its: _____

Pelham Board of Education
an Alabama public entity

By: Scott Coefield (SEAL)

Scott Coefield

Its: Superintendent

Superintendent

All facilities on Grantor: ☒

Station to Station: _____

STATE OF ALABAMA

COUNTY OF Shelby

I, Pam Crotwell Phifer, a Notary Public, in and for said County in said State, hereby certify that Scott Coefield, whose name as Superintendent of Pelham Board of Education, an Alabama public entity, 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 as such officer and with full authority, executed the same voluntarily for and as the act of said public entity.

Given under my hand and official seal, this the 31 day of July, 2015.

[SEAL]

Notary Public

My commission expires: _____


Pam Crotwell Phifer

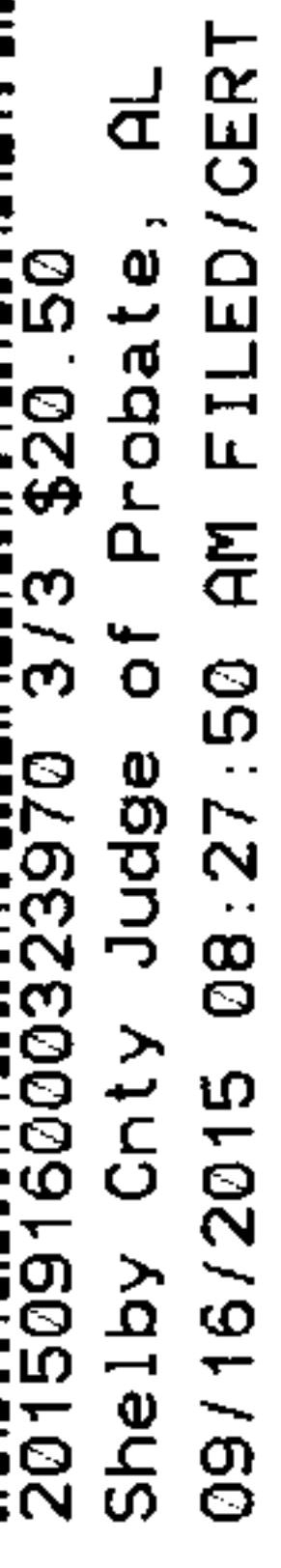
Notary Public - Alabama State At Large

My Commission Expires

October 2, 2017

Bonded Thru Notary Public Underwriters


20150916000323970 2/3 \$20.50
Shelby Cnty Judge of Probate, AL
09/16/2015 08:27:50 AM FILED/CERT








ALABAMA POWER

Pelham Elem Temp
Division
Birmingham

Short-Circuit Box

44 110 12 10 10A
 2941 2660 2547 2063 880

C S C C L   +   

1: 250' 3-1/4"X19.9KV UG
Pri Cable in customer installed
5" conduit w/5" spare

I: 2000KVA 19.9kV Pad XFMR
277/480V Wye
I: (3) Elbows, (3) Elbow Arrestors
I: Term 11 Runs of #500MCM
I: Bushing CT's 4000:5, CT Meter
Pad to be inspected and approved
prior to customer pouring pad w/
Enhanced Grounding installed

52

Parkview Dr

Location

Work Locations

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Foreman: _____ Date: _____
Cnst Completed By: _____ Date: _____
ENGINEER: Frank Browne LINC: 10*471

ENGINEER: Frank Browne LINC: 10*471