

APC Document #

12230814-001

Source of Title:

Map Book 48, Page 8 and

Instrument #1992-12198

TEMPORARY EASEMENT

EASEMENT – DISTRIBUTION FACILITIES

STATE OF ALABAMA

COUNTY OF SHELBY

This instrument prepared by: Shannon Floyd

Alabama Power Company

Attn: Corporate Real Estate

600 North 18th St

Birmingham, AL 35203

20171129000427170

11/29/2017 08:09:11 AM

ESMTAROW 1/3

KNOW ALL MEN BY THESE PRESENTS, That the undersigned EBSCO Industries, Inc. (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.

EASEMENT ABANDONMENT and TERMINATION

Upon removal of the electric distribution facilities built under authority of the easement hereby granted and abandonment of such easement, all rights granted hereby shall cease and revert to the Grantor, it being understood that six (6) months of continuous non-use of said easement after such removal shall constitute abandonment.

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 Map Book 48, Page 8 and Instrument #1992-12198, 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 said Grantors have caused this instrument to be executed by Brooks Knapp, its authorized representative, as of the 8th of November, 2017

ATTEST (if required) or WITNESS

EBSCO Industries, Inc.

By: Elizabeth Pharris

By: Brooks Knapp (SEAL)

Its: _____

Its: Vice President

For Alabama Power Company Corporate Real Estate Department Use Only

All facilities on Grantor: No
grantor.

Location to Location: Location 3+00 to Location 4+00 and Guys at Location 3+00 and Location 4+00 (northerly) on

SE of the NN of Section 32, Township 18 South, Range 1 West

W.E. No. CJO: 9B0394

Transformer No. _____

STATE OF ALABAMA 2/3COUNTY OF SHELBY

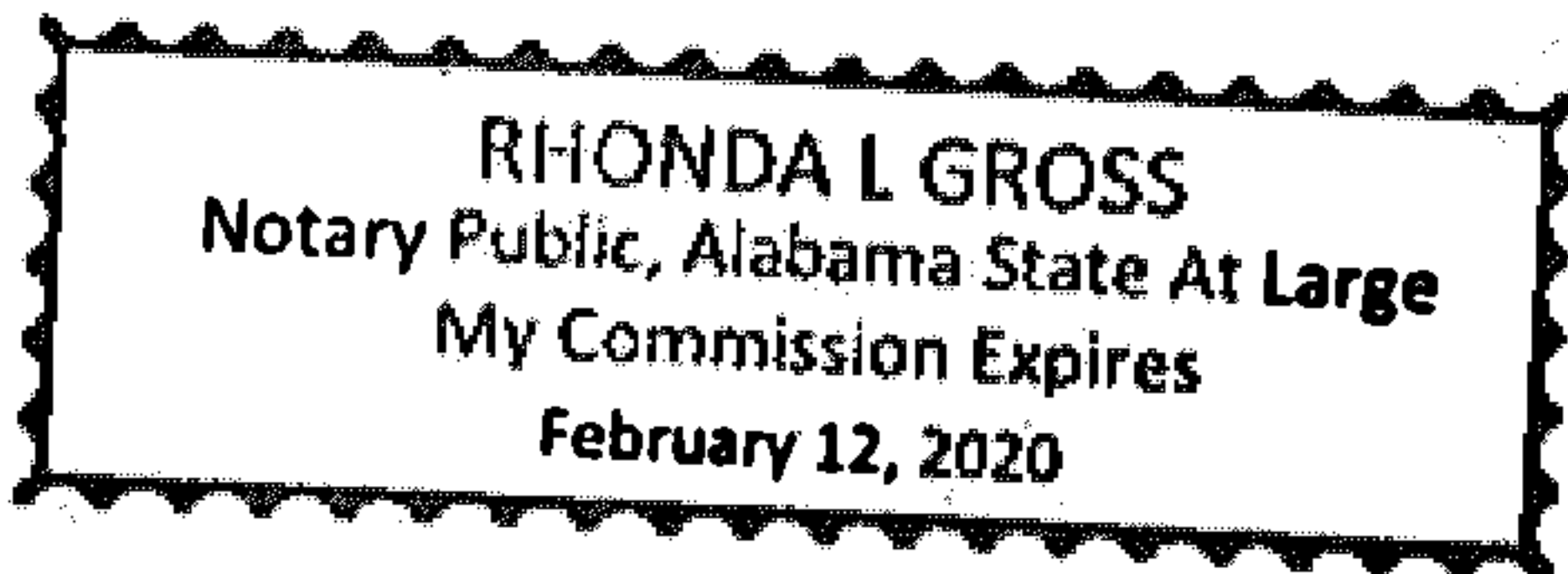
I, Rhonda L. Gross, a Notary Public, in and for said County in, said State, hereby certify that
Brooks Knapp, whose name as Vice President
of EBSCO Industries

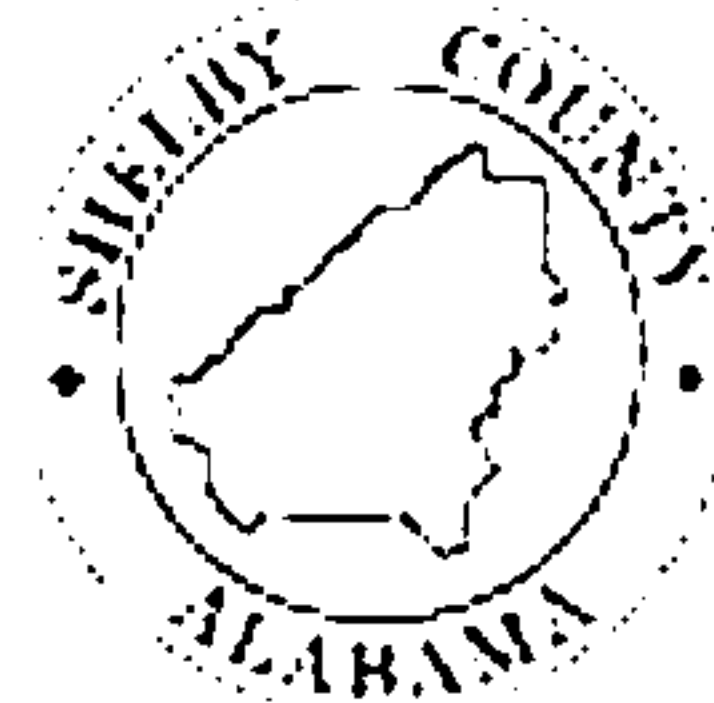
a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and official seal, this the 8th day of November, 2017.

[SEAL]

Notary Public

My commission expires: 2-12-2020



K ORDER DRAWING

Map Center UTM: 1741540 1213880
Map Center Lat / Long: 33.424846 -86.668456

Created: 11/1/2017

Customer	COVENANT CLASSICAL	Location	6801 TATTERSALL WAY	Town	BIRMINGHAM	County	Shelby	Substation	GREYSTONE	Feeder	49222			
District	h/Varnons	Section	32	Township	18S	Range	01W	UserID	LINC: 10*1303	W.O. Statement / Add'l Info.	notes			
4.5	Secondary Voltage	FL	VD	Tree Trimming Req'd	Y/N	MISSALL	Y/N	MISSALL NUMBER:	JOINT USE	NOTICE BILLING	PHONE	CABLE	BILLING	\$
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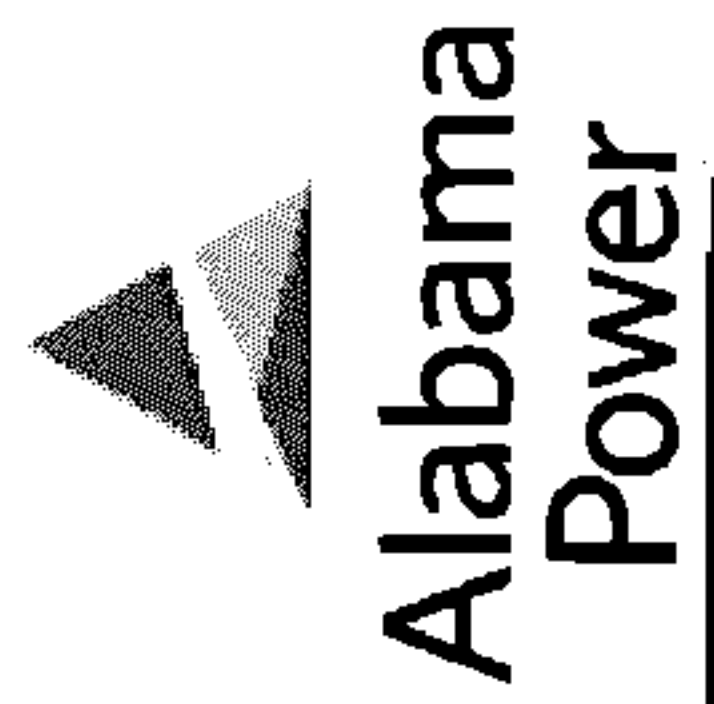
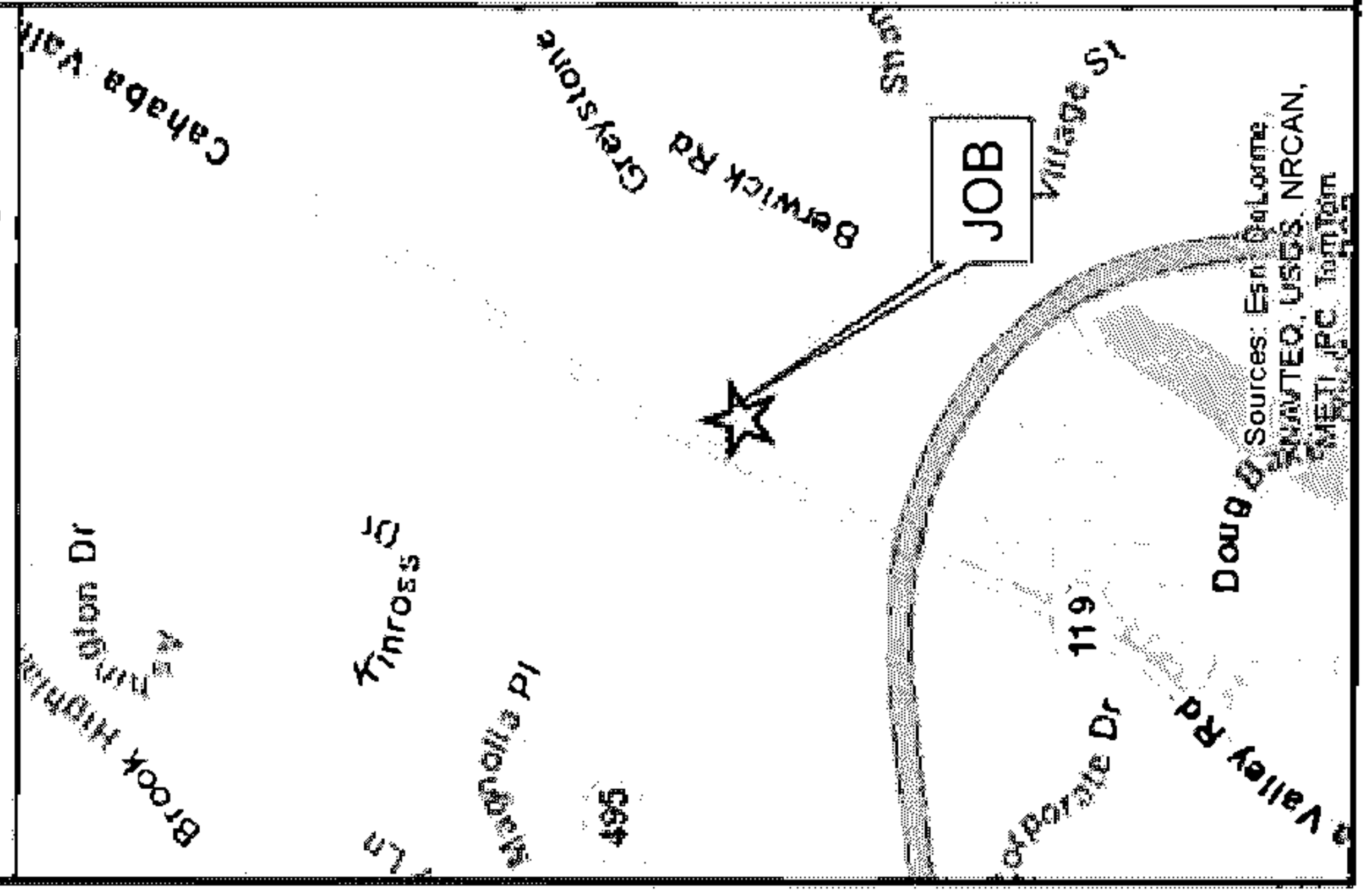
4.5	Secondary Voltage	FL	VD	Tree Trimming Req'd	Y/N	MISSALL	Y/N	MISSALL NUMBER:	JOINT USE	NOTICE BILLING	PHONE	CABLE	BILLING	\$
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<BOL><UND>NOTES:</UND></BOL>
THIS CJO WILL PROVIDE TEMP CONSTRUCTION SERVICE TO COVENANT CLASSICAL SCHOOL & GOOCH DENTISTRY.
THIS CJO SHOULD BE WORKED WITH JOB A6170-05-B017

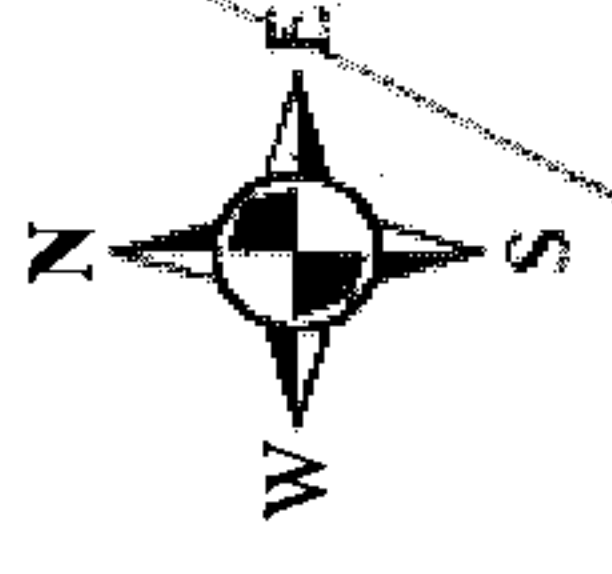
RW Agent *Shawn Pitt*
Date Assigned *11.1.17*
Date Cleared *11.20.17*
Parcel # *72230814001*
72230815-001

Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
11/29/2017 08:09:11 AM
\$21.50 DEBBIE
20171129000427170

WORK LOCATION



GREYSTONE WAY



CUSTOMER CONTACT:
SCHOEL ENGINEERING
JOHN JETT
ANDREW PHILLIPS

I: 40/5 POLE CCA
FRAME 1-PH P&N DE
I: 25 KVA, 19.9 KV, 120/240V TRANSFORMER
[STA#]
I: (2) 5/16" DOWNGUYS & (2) 8" ANCHORS
I: 220' 1/0 TPX SECONDARY

I: 40/5 POLE CCA
I: SEC DE
I: 5/16" DOWNGUYS & 8" ANCHORS

FUTURE
COVENANT
CLASSICAL
SCHOOL

FUTURE
GOOCH
DENTISTRY

I: 40/5 POLE CCA
FRAME 1-PH P&N DDE
I: 5/16" DOWNGUY & 8" ANCHOR
I: 160' 1-#2ACSR PRI & #2ACSR NEUT
I: 160' 1/0 TPX SECONDARY
GOOCH TEMP DROP WILL COME FROM THIS POLE

FRAME 1-PH P&N DE
I: 40' 1-#2ACSR PRI & #2ACSR NEUT
[SLACK SPAN]
I: 15A FUSE
[SW#]

CB0733
1200KV
50/3

ST #
25 KVA
19.9KV

160' 1-#2ACSR PRI & #2ACSR NEUT
160' 1/0 TPX SECONDARY

30/6

HWY 119

495
CBA