

Source of Title:

Deed Book 227, Page 384

\$ 500.00

EASEMENT – DISTRIBUTION FACILITIES

STATE OF ALABAMA

COUNTY OF Shelby

W.E. No. A6170-14-B714

APCO Parcel No. **1026 2276**

Transformer No. 4567

This instrument prepared by: Larry D. Gravitt

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



20140425000122740 1/3 \$21.00
Shelby Cnty Judge of Probate, AL
04/25/2014 01:22:06 PM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS, That Shelby County Board of Education

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, 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 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 SE¼ of the SW ¼ of Section 21, Township 22 South, Range 3 West, more particularly described in that certain instrument recorded in Deed Book 227, Page 714 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

its authorized representative, as of the 19th day of March

2014

ATTEST (if required) or WITNESS:

Shelby County Board of Education

By: _____

By: Shelby County Board of Education (SEAL)

Its: _____

Its: _____

For Alabama Power Company Corporate Real Estate Department Use Only Parcel No: _____

All facilities on Grantor: _____

Station to Station: _____

CORPORATION NOTARY

STATE OF ALABAMA

COUNTY OF _____

I, _____, a Notary Public, in and for said County in said State, hereby certify that _____, whose name as _____ of _____, 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 _____ day of _____, 20____.

[SEAL]

Notary Public

My commission expires: _____



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CORPORATION/PARTNERSHIP/LLC NOTARY

STATE OF ALABAMA

COUNTY OF Shelby

I, Sharon A. Lee, a Notary Public in and for said County in said State, hereby certify that Thomas Ferguson, whose name as Asst. Superintendent of Shelby County Schools a Asst. Superintendent of Shelby County School, [acting in its capacity 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 Asst. Superintendent and with full authority, executed the same voluntarily, for and as the act of said Asst. Superintendent [acting in such capacity as aforesaid].

Given under my hand and official seal this the 19th day of March, 2014.

[SEAL]

Sharon A. Lee

Notary Public

My commission expires: 2-14-16

Gravitt, Larry D.

From: Douglass, LaClaire T.
Sent: Tuesday, March 18, 2014 12:34 PM
To: Gravitt, Larry D.
Subject: RE: Montevallo Elementary

Larry, The contractor said he could get you to the right people quickly. His name is Dan Jones of Stone & Sons. His phone number is ~~205-232-0000~~. His email address is ~~dan@stoneandsons.com~~.

From: Douglass, LaClaire T.
Sent: Tuesday, March 18, 2014 12:32 PM
To: Gravitt, Larry D.
Subject: Montevallo Elementary

Larry,

The contractors at the Montevallo Elementary, 171 Jeter Circle, project are looking to move a pole fairly quickly. There will not be a cost to the job so my next concern is Right of Way. The pole will be moved 25 feet in the direction away from the school. Below is a very rough sketch to give you an idea of the new location. The location is currently parking lot so I was not able to put a stake down. Do you think you could gather Right of Way from the appropriate authorities for this one as quickly as possible?

