

1400

THIS INSTRUMENT PREPARED

EASEMENT - DISTRIBUTION FACILITIES

BY Larry Gravitt

All facilities on Grantor:



W. E. No. 61700-06-0012-800

Parcel No. _____

STATE OF ALABAMA

} P. O. BOX 2641

COUNTY OF Shelby

} BIRMINGHAM, AL 35291

A. GRANT KNOW ALL MEN BY THESE PRESENTS, That The American Village Public Educational Building Authority Of The City Of Montevallo, an Alabama public corporation

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 (the "Company"), a corporation, the receipt and sufficiency of which are hereby acknowledged, does hereby grant to the Company, the easements, rights and privileges described and designated in Section B below, together with the right to permit other persons, partnerships and corporations to use and exercise such easements, rights and privileges in common with the Company.

B. RIGHTS The easements, rights and privileges granted hereby are as follows (if less than all of 1-3 are granted, then check and initial applicable paragraphs):

- () 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 attached drawing (which shows the general location of underground facilities, if any, by cross-hatching indicating an area not greater than ten feet (10') in width), all poles, towers, wires, conduits, fiber optics, cables, trans closures, transformers, anchors of concrete, metal or other material, guy wires and other materials, appliances, facilities and other apparatuses of whatever type, whether now or in the future existing or known which are useful or necessary in connection therewith (collectively, "Facilities"), for the overhead and/or underground transmission and distribution of electric power and for overhead and/or underground communication service, and also the right to clear a strip extending fifteen feet (15') to either side of the center line of the lines of poles and keep it cleared of all trees, undergrowth or other obstructions; further, 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 which, in the sole opinion of the Company, might endanger, interfere with or fall upon the poles, lines, or other appliances of the Company.
- Initial _____
- () 2. **Line Clearing.** The right to cut and trim and to keep cut and trimmed, and remove all dead, weak, leaning or dangerous trees or limbs, which, in the Company's sole discretion, now or may hereafter endanger or interfere with the electric transmission lines, telephone lines, poles, towers or other facilities of the Company or others now constructed, or which may hereafter be constructed, on or adjacent to the Property described in Section C below, and also the right to clear a strip extending fifteen feet (15') to either side of the center line of the lines of poles and keep it cleared of all trees, undergrowth or other obstructions.
- Initial _____
- () 3. **Guy Wire and Anchor.** The right to implant, install and maintain anchor(s) of concrete, metal or other material at _____ point(s) on the Property described in Section C below, and to construct, extend and maintain guy wires from such anchor(s) to structures now erected or hereafter to be erected on such Property or property adjacent thereto (collectively, "Guy Wire Facilities").
- Initial _____

In addition to the easements, rights and privileges granted in all or any of 1, 2, or 3 above, 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 Company's 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 NW1/4 of Section 11, Township 22 South,
Range 3 West as is recorded in Deed Record 1998-25230 in the office
of the Judge of Probate of Shelby County, Alabama.

D. GENERAL In the event it becomes necessary or desirable for the Company to move any of its Facilities in connection with the construction or improvement of any public road or highway in proximity to its Facilities, Grantor hereby grants to the Company the right to relocate its Facilities on said Property, provided, however, the Company shall relocate its Facilities at a distance no 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. In the event that none of options 1 through 3 in Section B above are marked, then Grantor hereby grants all easements, rights and privileges described in such option 1. 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 foregoing easements, rights and privileges to the Company, its successors and assigns, forever.

10/28/1999-44326
10:00 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 CJ1 14.00

Inst # 1999-44326

[individuals and parties in representative capacity -- indicate capacity]

IN WITNESS WHEREOF, the undersigned Grantor(s) has/have set his/her/their hand(s) and seal(s) this the _____ day of _____, 199____.

Witness _____
Witness _____
Witness _____
Witness _____
Witness _____
Witness _____

(Grantor) _____
(Grantor) _____
By: _____ (SEAL)
As: _____
By: _____ (SEAL)
As: _____
By: _____ (SEAL)
As: _____
By: _____ (SEAL)
As: _____

[corporations, partnerships, L.L.C.'s, etc. -- including in representative capacity]

IN WITNESS WHEREOF, the said Grantor, has caused this instrument to be executed by _____, its authorized representative, as of January 27th, 1999.

ATTEST (if corporation) or WITNESS: The American Village Public Educational Building Authority Of The City Of Montevallo, an Alabama Public corporation

By: _____
Its: Secretary
By: Thomas E. Walker Jr. (SEAL)
Its: Executive Director
[indicate President, General Partner, Member, etc.]

ATTEST (if corporation) or WITNESS:

By: _____
Its: Secretary
By: _____ (SEAL)
Its: _____
[indicate President, General Partner, Member, etc.]

[individuals and parties in representative capacity]

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) [as _____ respectively] 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 [in such capacity as aforesaid] executed the same voluntarily, on the day the same bears date.

Given under my hand and official seal, this the _____ day of _____, 199____.

[SEAL]

Notary Public
My commission expires: _____

[corporations, partnerships, L.L.C.'s, etc. -- including in representative capacity]

STATE OF ALABAMA }
COUNTY OF Shelby }

The American Village Public Educational Building Authority Of The City Of Montevallo, an Alabama Public corporation.

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Thomas E. Walker Jr. whose name as Executive Director of _____ [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 Executive Director 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 27th day of January, 1999.

[SEAL]

Larry D. Smith
Notary Public
My commission expires: 2-6-2002

