

Source of Title:

Deed Book 25, Page 210

Deed Book 193, Page 28

\$500.00

EASEMENT – DISTRIBUTION FACILITIES

STATE OF ALABAMA

COUNTY OF Shelby

W.E. No. A6170-05-AB12

APCO Parcel No.

Transformer No. S18028

This instrument prepared by: Larry D. Gravitt

Alabama Power Company

P. O. Box 2641

Birmingham, Alabama 35291



20120327000104100 1/3 \$18.50
Shelby Cnty Judge of Probate, AL
03/27/2012 08:37:57 AM FILED/CERT

Shelby County: AL 03/27/2012

State of Alabama

Deed Tax: \$.50

KNOW ALL MEN BY THESE PRESENTS, That The University of Montevallo

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 NE ¼ of the SW ¼ and the NW ¼ of the SE ¼ of Section 20, Township 22 South, Range 3 West, more particularly described in that certain instrument recorded in deed book 25, page 210 and deed book 193, page 28 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 John W. Stewart III,

its authorized representative, as of the 12th day of March, 20 12.

ATTEST (if required) or WITNESS:

By: _____

Its: _____

The University of Montevallo
(Grantor - Name of Corporation/Partnership/LLC)

By: John W. Stewart III (SEAL)

Its: President

[Indicate: President, General Partner, Member, etc.]

All facilities on Grantor: ☒

Station to Station: _____

CORPORATION NOTARY

STATE OF ALABAMA

COUNTY OF Shelby

I, Lois R. Cooper, a Notary Public, in and for said County in said State, hereby certify that
John W. Stewart, III, whose name as President of
Univ of Montevallo, 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 12th day of March, 2012

[SEAL]

Lois R. Cooper
Notary Public

My Commission Expires January 6, 2014

My commission expires: _____



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CORPORATION/PARTNERSHIP/LLC 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 _____, [acting in its capacity as
_____ of _____, a _____
_____] 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 _____ 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 _____ day of _____, 20____.

[SEAL]

Notary Public

My commission expires: _____

Customer	Location	Cmtd. Svc Date	County	Section	Township	Range	Add'l Info.	Estimate No.
UNIV. of MONTREALLO	240 UNIVERSITY LAKE RD	3-30-12	Shelby	20	22S	03W		AL170-05AB12
Division	District	Town	UserID	Created:	Substation			MISSALL#
BIRMINGHAM	METRO-SOUTH	MONTREALLO	wbphili	2/28/2012	X-49472	Y-XA3165		

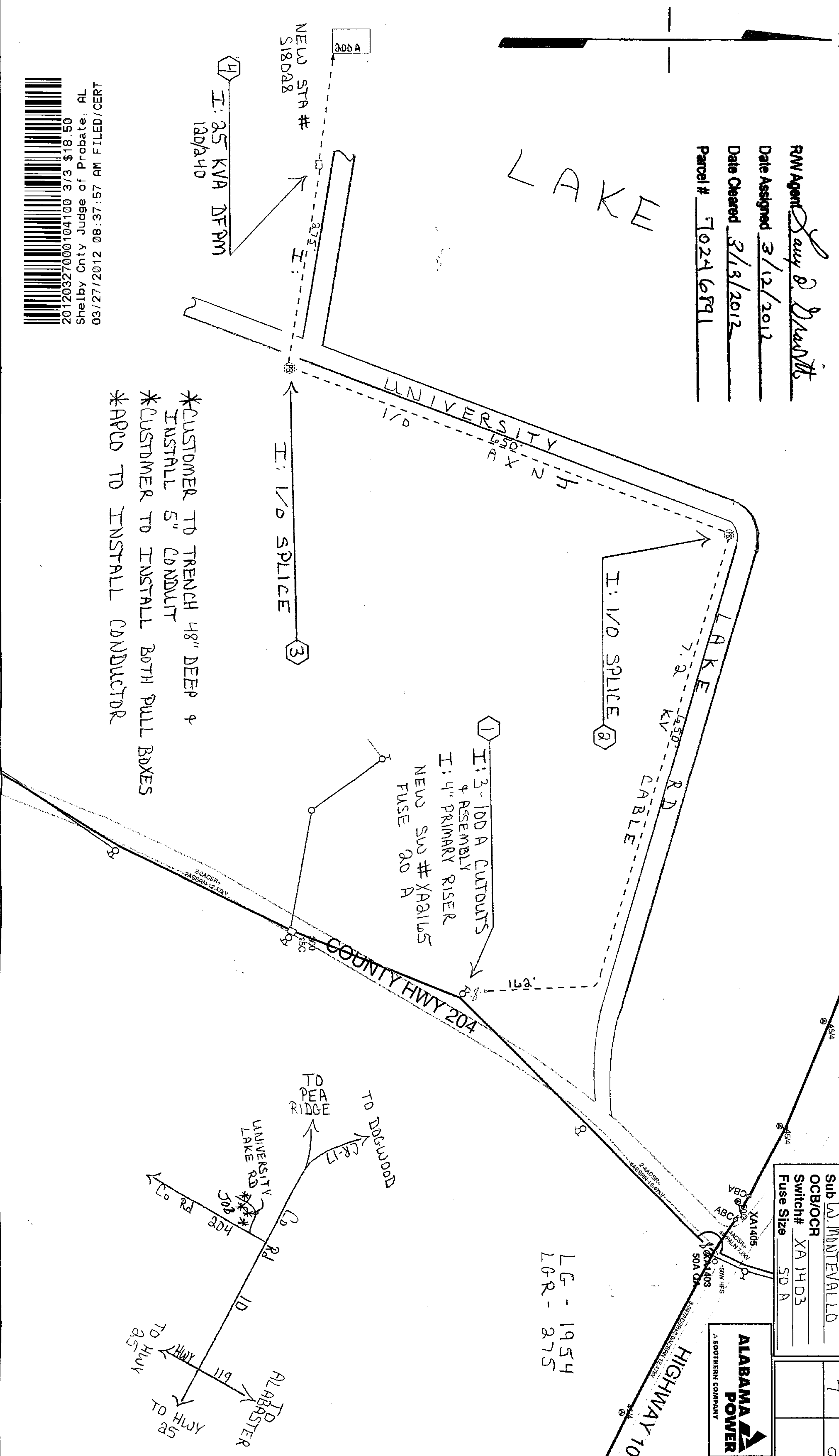
SHEET 1 of 2

R/W Agent Jay B. Davis
Date Assigned 3/12/2012
Date Cleared 3/13/2012
Parcel # 70246F91

ENERGIZED LINE WORK
Sub L. MONTREALLO
OCB/OCR Switch# XA1403
Fuse Size SD A



Voltage		Pri	Sec
		7.2 KV	120 240
Phone Co.		N	
Cable Co.		N	
Accessible		Y	
Tree Crew		N	
Rock Hole		N	
Permits			
R/W		Y	
CITY		N	
COUNTY		N	
STATE		N	
OTHER			



- *CUSTOMER TO TRENCH 48" DEEP & INSTALL 5" CONDUIT
- *CUSTOMER TO INSTALL BOTH PULL BOXES
- *APRD TO INSTALL CONDUCTOR

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