

STATE OF ALABAMA)

JEFFERSON COUNTY)

This instrument prepared in
the Corporate Real Estate
Dept. of Alabama Power Co.
Birmingham, Ala.

By Larry D. Smith

1051
THIS AGREEMENT, made and entered into on this 19th day of

November, 1979, by and between Alabama Power Company, a corpora-
tion, hereinafter sometimes called the "Company", and Outreach Baptist
Church, hereinafter sometimes called the "Church";

WITNESSETH:

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Shelby Cnty Judge of Probate, AL
07/31/1981 12:00:00 AM FILED/CERT

WHEREAS. the said Alabama Power Company is the owner of certain
lands and land rights in Shelby County, Alabama, described as follows:

DS
FAW
The northeast quarter of the northeast
quarter, the southeast quarter of the
northeast quarter, the southwest quarter
of the northeast quarter, the southeast quarter
of the northwest quarter of Section 32,
Township 21 South, Range 2 West.

WHEREAS, the Church desires to acquire an easement for the
purposes hereinafter set out upon or along, over, through and across a
part of said lands and land rights; and

WHEREAS, Alabama Power Company is willing to grant such easement
upon the terms and conditions hereinafter set out;

NOW, THEREFORE:

In consideration of the premises and the further consideration
of the sum of One and No/100 (\$1.00), in hand paid to Company by the Church,
receipt of which is hereby acknowledged, the said Alabama Power Company
does hereby grant, to the extent of its interest and right to do so, to
The Outreach Baptist Church, subject to the terms and conditions herein-
after set forth, an easement of sufficient width for the purpose of con-
structing, operating, maintaining, repairing, replacing and removing one
8 inch underground pipeline for the transmission of water. The said ease-
ment shall be at the location shown in red on sketch marked Exhibit "A"
attached hereto and made a part hereof.

The Church shall intall and maintain its said pipeline and
appurtenant facilities in connection therewith on the said easement hereby
granted in accordance with the following:

- (a) In the event the said pipeline of the Church, as constructed,
maintained and operated hereunder, shall at any time interfere with
the full enjoyment by the Company of any uses of said land by the
Company, the Church shall remedy such interference within thirty

(30) days from the date of notice from the Alabama Power Company of

BARRY C. LEAVELL

ATTORNEY AND COUNSELLOR AT LAW
SUITE 304 CORPORATE SQUARE
555 SOUTH PERRY STREET
MONTGOMERY, ALABAMA 36104

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such interference; but if the Church fails to remedy such interference within thirty (30) days from the date of written notice thereof, the Alabama Power Company may remove or otherwise remedy such interference at the expense of the Church which expense the Church agrees to pay within ten (10) days after receipt of statement of such expense from the Alabama Power Company. The Alabama Power Company shall be the sole judge of what constitutes interference.

- (b) The Alabama Power Company expressly reserves for itself and its successors and assigns the right to cross said pipeline and easement, both above and below the surface of the ground, with wires, conduits, and other appurtenances used or useful in connection with the use by the Company of said land for an electric substation or the distribution of electricity, and in the event the cost to the Company in its operation, maintenance, reconstruction or new construction, upon, over, under and across the easement herein conveyed is increased by reason of the presence or existence of Church's said pipeline and/or appurtenances used in connection therewith above what the cost of the operation, maintenance, reconstruction or new construction on said lands would have been in the absence of such pipeline, the Church agrees for itself, and its successors and assigns, that it or they will at such time, upon bill rendered therefore by Alabama Power Company, reimburse Company to the extent of such increase of operation, maintenance, reconstruction or new construction cost which Alabama Power Company may incur by reason of the existence or presence of said pipeline and/or appurtenances.
- (c) The said pipeline shall be constructed, operated and maintained in accordance with the adopted procedure of well-regulated businesses and undertakings of the same or similar kind, and in such manner as not to cause the facilities of Alabama Power Company to be in conflict with the specifications of the National Electric Safety Code, the amendments to and revisions thereof in effect from time to time or any other specifications now or hereafter prescribed by laws of the United States or of the State of Alabama, or any regulatory body having jurisdiction with respect to such facilities. Such construction, operation and maintenance shall, in addition to compliance with said specifications, be done in a manner satisfactory to the Company's Montevallo District

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BOOK

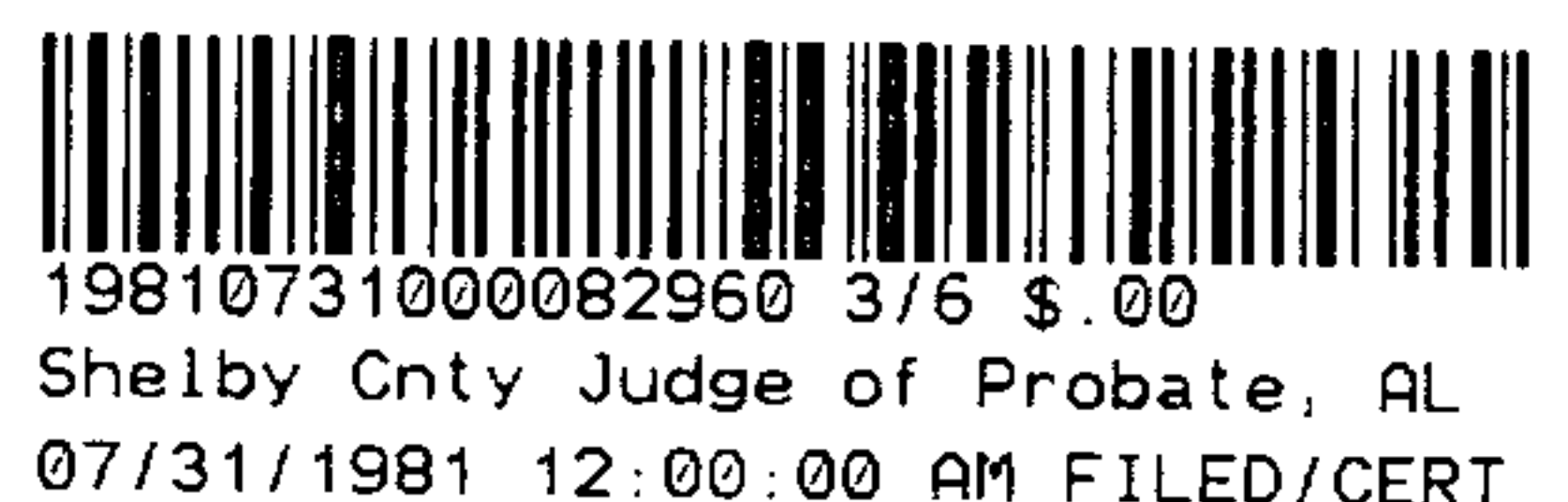


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Superintendent. At any time specifications are not being met because of the construction, operation and maintenance of said pipeline, then the Church shall within thirty (30) days after notice that such specifications are not being met, construct, operate and maintain its pipeline in accordance with such specifications. In the event it may now be or may hereafter become necessary to reconstruct the power lines of the Company or to make any changes therein, in order to comply with any of the aforementioned specifications, such reconstruction or change shall be made at the expense of the Church, if the situation of its pipeline is the underlying cause for the necessary reconstruction or change to meet such specifications, and the Church will promptly reimburse the Company for any expenses incurred in connection therewith.

- (d) No trenching shall be done within five (5) feet of any pole, anchor or any other facility of Alabama Power Company.
- (e) The Church shall notify its contractor that the transmission line is 115,000 volts and that extreme care should be taken to avoid contacting these lines.
- (f) The Church will at all times hereafter indemnify, protect and save Alabama Power Company harmless from any and all claims, loss, damage, expense and liability which Alabama Power Company may incur, suffer, sustain, or be subject to, resulting from or arising out of the construction, maintenance, use or presence of the pipeline of the Church upon the easement herein granted; provided, further that the Church shall indemnify and save Alabama Power Company harmless against such claims, damage, expense and liability to the extent the same may be caused by Alabama Power Company's acts of negligence, sole or concurrent, or that of its employees, or agents so long as such claim or loss involves in any way the construction, operation, maintenance or presence of the Church's pipeline.
- (g) The Church shall promptly notify the Company of any unusual or hazardous condition relating the construction, maintenance or existence of its said pipeline.

TO HAVE AND TO HOLD, the same to the said Outreach Baptist Church, its successors and assigns, forever.



IN WITNESS WHEREOF, the parties hereto have caused this
ment to be executed the day and year first above written.

ALABAMA POWER COMPANY

ATTEST:

R. A. Bourn
Secretary

BY [Signature]
Vice President

APPROVED AS TO FORM
L.D.S. } BALCH, BINGHAM, BAKER,
HAWTHORNE, WILLIAMS & WARD
By Flanck Williams
APPROVED AS TO TERMS AND DESCRIPTION } By [Signature]
LAND MANAGEMENT MANAGER
CORPORATE REAL ESTATE

OUTREACH BAPTIST CHURCH

WITNESS:

Ann P. Crouse

BY James L. Butcher
Its PASTOR

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STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Larry D. Dravitt, a Notary Public, in and for said County, in said State, hereby certify that Ollie D. Smith, whose name as Vice President of Alabama Power Company, 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 the instrument, he, 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 19th day of November, 1979.

Larry D. Dravitt
Notary Public

19810731000082960 5/6 \$.00
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STATE OF ALABAMA)

Shelby COUNTY)

I, Ann P. Crouse, a Notary Public in and for said County, in said State, hereby certify that James L. Brittain, whose name as pastor of Outreach Baptist Church, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said Church.

Given under my hand and official seal this the 15 day of October, 1979.

Ann P. Crouse
Notary Public
Notary Public, State of Alabama at Large
My Commission Expires November 13, 1980
Bonded by Western Surety

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Notes:

1. Waterline to be TYPE 40 PVC 8 INCH Diameter PIPE, INSTALLED A MINIMUM OF 3' DEEP.
2. Waterline will be a minimum of 10' FROM ANY POLE OR ANCHOR LOCATION.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1981 JUL 31 AM 9:25

Thomas A. Snowling Jr.
JUDGE OF PROBATE

Rec 9.00
Ind. 1.00
10.00

REFERENCES:

PROPERTY MAP- AX-194770

NW 1/4 of NE 1/4
APCO (fee)

NE 1/4 of NE 1/4
APCO (fee)

APCO (fee)
SW 1/4 of NE 1/4

SE 1/4 of NE 1/4

LONGVIEW D.S.

STA. 38+75±

GRAVEL R.O.W.

Proposed Waterline

EDGE APCO R.O.W. = SECTION LINE

P#10

P#9

P#8

P#7

P#6

P#5

P#4

P#3

P#2

P#1

Parcel # 325614
Parcel # 325615

CHAIN LINK FENCE

Barb Wire Fence

STA. 8+99

Parcel # 327771
Parcel # 325613

SE 1/4 of NW 1/4

I-65

Location of Water-
Line Changes

NE 1/4 of NW 1/4

ALABAMA POWER COMPANY

SUBJECT LONGVIEW D.S. 115 KV T.L.

DETAIL OUTREACH BAPT. CH. ENCROACHMENT

DR. Howton

TR

CK

APP

DATE 7-20-79

NO. DATE REVISION

1 8-17-79 Location of Waterline
Added Note 2

SUPERSEDES

SCALE

SH.

1

OF

1

SHEET

A-490-542



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