

50411  
 CAHABA HEIGHTS-INVERNESS D.S.  
 115 KV. T.L. (RELOC. FOR INVERNESS  
 CORNERS) 37310-942-350  
 GWO # 9033 (89)

555277

STATE OF ALABAMA )  
 COUNTY OF SHELBY )

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that METROPOLITAN LIFE INSURANCE COMPANY, hereinafter referred to as Grantor, for and in consideration of the sum of One Dollar (\$1.00) to it in hand paid by Alabama Power Company, a corporation, hereinafter referred to as Grantee, the receipt whereof is acknowledged, does hereby grant to said Alabama Power Company, its successors and assigns, the right to construct, operate and maintain electric distribution, transmission and communication lines, and to construct, operate and maintain associated facilities, including conduits, conductors, cables, insulators, anchors, guy wires, counterpoise conductors and tap lines therefrom, as well as such appliances as may be necessary or convenient in connection therewith from time to time over, under and across, a strip of land of varying feet in width, as such strip is located by Grantee's final location survey thereof, over, under and across the lands of which it is hereinafter described as being a part, such survey to determine the boundaries of said strip, together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof for the purpose above described, including the right of ingress and egress to and from said strip and the right to cut, remove, or otherwise kill, and keep clear by any means, including chemicals, all trees and undergrowth and all other obstructions under, on or above said strip and danger trees adjacent thereto which now or may hereafter endanger or interfere with any of the works on said strip, provided, however, such cut trees shall be removed by Grantee, and the right to prevent the use of such strip as a road other than a road crossing such strip at reasonable intervals and at a location which does not endanger or interfere with works that are then constructed or then specifically planned on such strip at the time any such road is constructed.

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 Ala. Power Co.

Said strip is a part of a tract of land situated in Shelby County, Alabama, described as follows: South Half of the Southeast Quarter (S-1/2 of SE-1/4) and the Northeast Quarter of the Southeast Quarter (NE 1/4 of SE 1/4) of Section 36, Township 18 South, Range 2 West, also the Northwest Quarter of the Northeast Quarter (NW 1/4 of NE 1/4) of Section 1, Township 19 South, Range 2 West, Shelby County, Alabama, said strip of land is varying in width and is shown cross-hatched on the attached drawing marked Exhibit "A" and approximately described as follows:

To reach the point of beginning, commence at the northwest corner of the Northwest Quarter of the Northeast Quarter (NW 1/4 of the NE 1/4) of Section 1, Township 19 South, Range 2 West; thence run east along the north boundary line of said quarter-quarter section a distance of 459.86 feet to a point; thence turn an angle to the right of 119 degrees 17 minutes 20 seconds and run south 31 degrees 36 minutes west a distance of 111.12 feet to a point, such point being the point of beginning of the right-of-way herein described, thence turn an angle of 180 degrees 00 minutes; therefrom, the strip lies 15 feet southeast of a survey line and the continuations thereof and extends northwesterly to the right-of-way line of Valleydale Road; thence run north 31 degrees 36 minutes east a distance of 230.9 feet to a point; thence turn an angle to the left of 01 degree 17 minutes and run north 30 degrees 19 minutes east a distance of 202.5 feet to a point; thence turn an angle to the right of 06 degrees 37 minutes and run north 36 degrees 56 minutes east a distance of 249.0 feet to a point; thence turn an angle to the right of 09 degrees 21 minutes and run north 46 degrees 17 minutes east a distance of 245.1 feet to a point; thence turn an angle to the right of 09 degrees 36 minutes and run north 55 degrees 53 minutes east a distance of 311.3 feet to a point; thence turn an angle to the left of 07 degrees 05 minutes and run north 48 degrees 48 minutes east a distance of 256.9 feet to a point; thence turn an angle to the left of 09 degrees 38 minutes and run north 39 degrees 10 minutes east a distance of 303.2 feet to a point; thence turn an angle to the left of 09 degrees 19 minutes and run north 29 degrees 51 minutes east a distance of 3.0 feet to a point; therefrom, the strip continues to vary in width and is that portion of the Grantor's property that lies within a strip of land lying 15 feet southeast of a survey line and the continuations thereof, thence continue to run north 29 degrees 51 minutes east a distance of 295 feet, more or less, to a point on the easterly right-of-way line of Valleydale Road; therefrom, the strip lies 15 feet southeast of a survey line and the continuations thereof and extends northwesterly to the right-of-way line of Valleydale Road; thence continue to run north 29 degrees 51 minutes east a distance of 48.9 feet to a point, such point being the point of ending of the strip of land herein described.

Easement is granted upon the express condition that the Grantee shall, and the Grantee by the acceptance of the grant hereby, does covenant and agree with Grantor as follows:

1. Grantee, its successors, assigns, agents, servants, and employees shall have the right and authority to enter upon the easement land for the purpose of constructing, repairing, replacing, and maintaining said communication, electric transmission and/or distribution facilities; provided, however, that Grantee shall and

hereby agrees that it will, at its sole expense, promptly restore the easement land to as near to the original condition as reasonably possible after any such maintenance, repair, or replacement of said electrical transmission distribution facilities and/or communication lines.

2. Grantee shall, upon the giving of written notice by Grantor, its heirs, representatives, successors, or assigns, as the case may be, move, relocate or modify any or all or any part of its electrical and communication facilities on the easement land to another mutually agreed to location; provided, however, that Grantor, its heirs, legal representatives, successors, or assigns, as the case may be, shall reimburse Grantee for any costs or expense incurred by Grantee in such relocation or modification, including any cost or expense of acquiring acceptable replacement right-of-way should the new location not be on the easement land described herein. Grantee agrees to commence relocation within one hundred eighty (180) days after the date of the giving of such written notice and to complete all work involved in such relocation within three hundred (300) days of said date.

3. Grantor shall have the right at any time, or from time to time, with the written approval of Grantee, to dedicate all or any portion of the easement land for purposes of a public road right-of-way and/or underground facilities, subject to Grantee's rights to construct and operate, repair, replace, and maintain its said electrical transmission and/or distribution facilities and/or communication lines in the future within the proposed public road right-of-way.

4. Subject to the other provisions of this document it is expressly understood and agreed by Grantor and Grantee that (i) the Easement is valid, binding, and enforceable only as it pertains to, and the rights granted herein to Grantee only permit, electrical transmission and/or distribution systems and communication lines, together with associated facilities specified on Page 1 hereof, within the easement land and (ii) the Grantor and its successors and assigns and others claiming under or through Grantor, and Grantor's agents, guests, and invitees, shall be permitted to use the easement land for all purposes (not including, however, activities prohibited in Paragraph 6 hereof) which are not

inconsistent or cause interference with said electrical transmission and/or distribution systems, and communication lines, together with associated facilities specified on Page 1 hereof, including, without limitation, road right-of-way and/or the installation of other utilities (which shall be processed according to the provisions of Paragraph 3 hereof), and a paved parking area as to which the owner thereof shall install curbs, barriers or other devices necessary in Grantee's opinion to protect its said electric facilities. It is anticipated that Grantee's said facilities will (at certain locations because of the narrow right of way which is being accepted to accommodate Grantor) overhang the expanded Valleydale Road easement which Grantor proposes to convey to Shelby County. Any such road easement conveyed shall be subject to Grantee's prior air rights for its aerial facilities as are involved in any such overhangs.

5. Grantee shall have the right of ingress and egress to said easement land by way of the easement granted herein, paved roadways, paved areas, or construction roadways across the lands owned by Metropolitan Life Insurance Company which lie adjacent to said easement land. Grantee shall be responsible for any damage done in using the areas outside the easement land for ingress and egress to said easement land.

6. Because of the narrow right of way being accepted by Grantee, to accommodate Grantor, (a) the line is designed without guys, (b) the easement therefor in part has in place thereon a thirty-six inch sanitary force main proposed by Grantor to be conveyed later to Shelby County, (c) Grantor must dedicate a portion of such easement to Shelby County for a widened Valleydale Road, and (d) other reasons. Therefore it is necessary, and Grantor does agree and covenant, which covenants shall run with the land, that:

A. A minimum separation of 10 feet will be maintained from Grantee's pole face to near edge of any ditch or excavation effected or authorized by Grantor, its successors or assigns, unless approved in writing in advance by Grantee.

B. Shoring shall be used in all ditches and excavations in the radial area from 10 to 25 feet from Grantee's pole surfaces. Such

shoring will extend a minimum of 10 feet either side of the center line of the pole.

C. No blasting shall be performed within a 50-foot radial distance of any pole.

D. A 5-foot minimum separation will be maintained between all curbing and roads, roadways, etc., and Grantee's poles.

E. No buildings, poles or structures will be located on the transmission line right-of-way.

Grantee agrees to consider for approval all reasonable requests for exceptions to the above five conditions.

7. This Easement is subject to the mineral and mining rights not owned by Grantor.

8. In the event Grantee removes all its facilities from the easement land, and does not for a period of one year from the date of such removal, install additional electrical facilities thereon, Grantee upon written request of Grantor, shall execute a written instrument in recordable form releasing the easement rights.

This Agreement shall be binding upon the parties hereto, their respective heirs, legal representatives, successors, and assigns, as the case may be.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the 28<sup>th</sup> day of March, 1991.

As to METROPOLITAN LIFE INSURANCE COMPANY  
Signed, sealed, and delivered  
in the presence of:

Patricia A. Proctor  
Unofficial Witness

By: Victor W. Turner  
Title: Vice President

Arden R. Nauman  
Notary Public

Attest: Yancy G. Hammer  
Title: Assistant Secretary

As to ALABAMA POWER COMPANY  
Signed, Sealed, and delivered  
in the presence of:

Greg Johnson  
Unofficial Witness

ALABAMA POWER COMPANY

By: Randy S. Hardin  
Title: Vice President

M. J. Johnson  
Notary Public

Attest: Carl P. Butler  
Title: Secretary

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, MILTON J. JOHNSON, a Notary Public, in and for said County, in said state, hereby certify that RAUDY S. HARDIGREE, 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 this 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 19<sup>th</sup> day of April, 1991.

Milton J. Johnson  
Notary Public

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Georgia  
STATE OF ALABAMA )  
DeKalb  
COUNTY OF JEFFERSON )

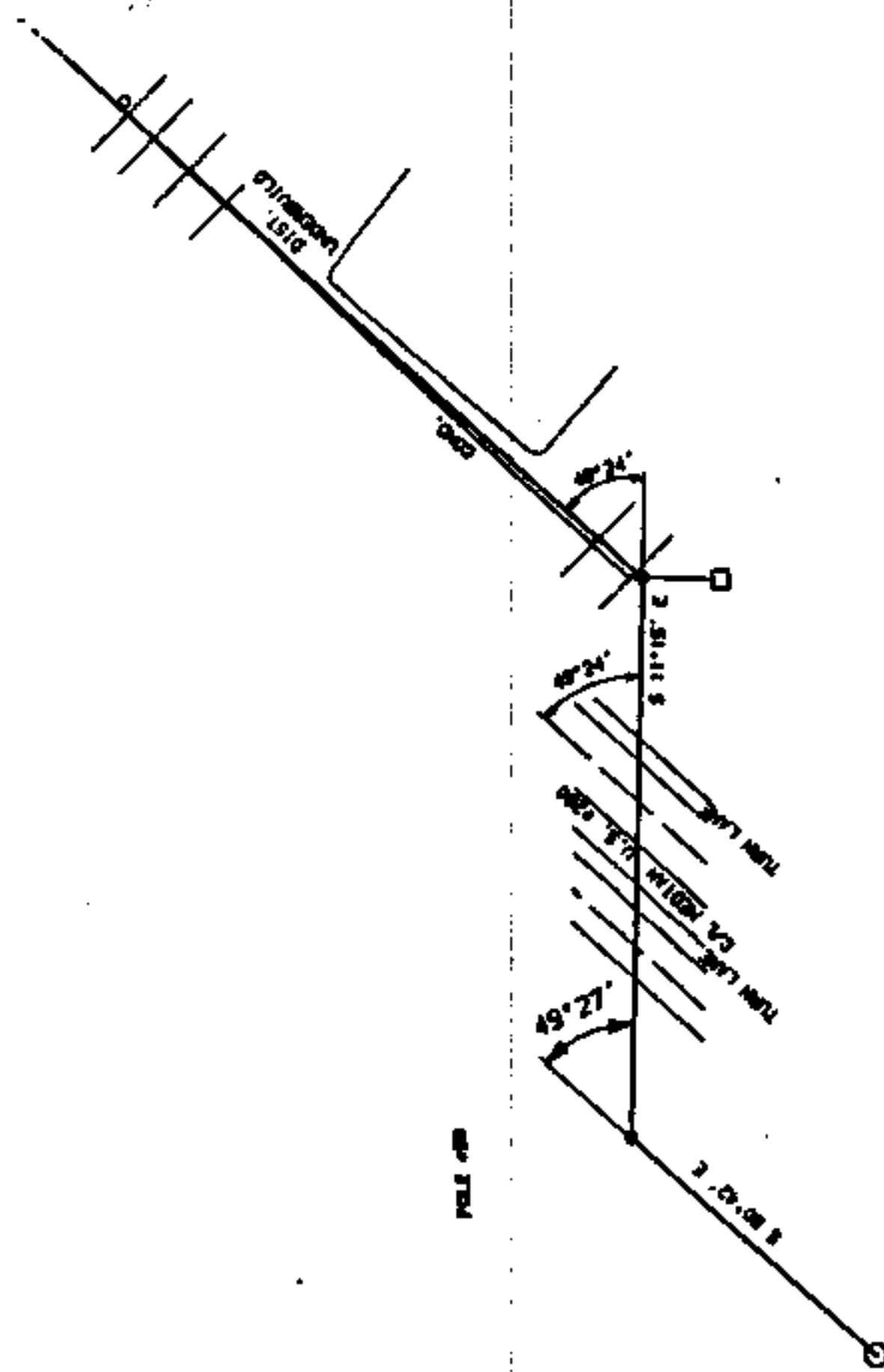
I, Sandra R. Nauman, a Notary Public, in and for said County, in said state, hereby certify that Victor W. Turner, whose name as Vice President of Metropolitan Life Insurance Company, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this 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 28<sup>th</sup> day of March, 1991.

Notary Public, Georgia, State at Large  
My Commission Expires Jan. 29, 1994

Sandra R. Nauman  
Notary Public

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SHELBY COUNTY

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T-18 & 19-S, R-2-W

SECTION 36

NOTE #1

R.T. CHANGES FROM  
100' TO 55' AT  
THIS POINT

POLE 405

51.60

VALLEY

57.80

POLE 40

DALE

57.05

POLE 40

POLE 40

58.0

ROAD

POLE 40

12.6



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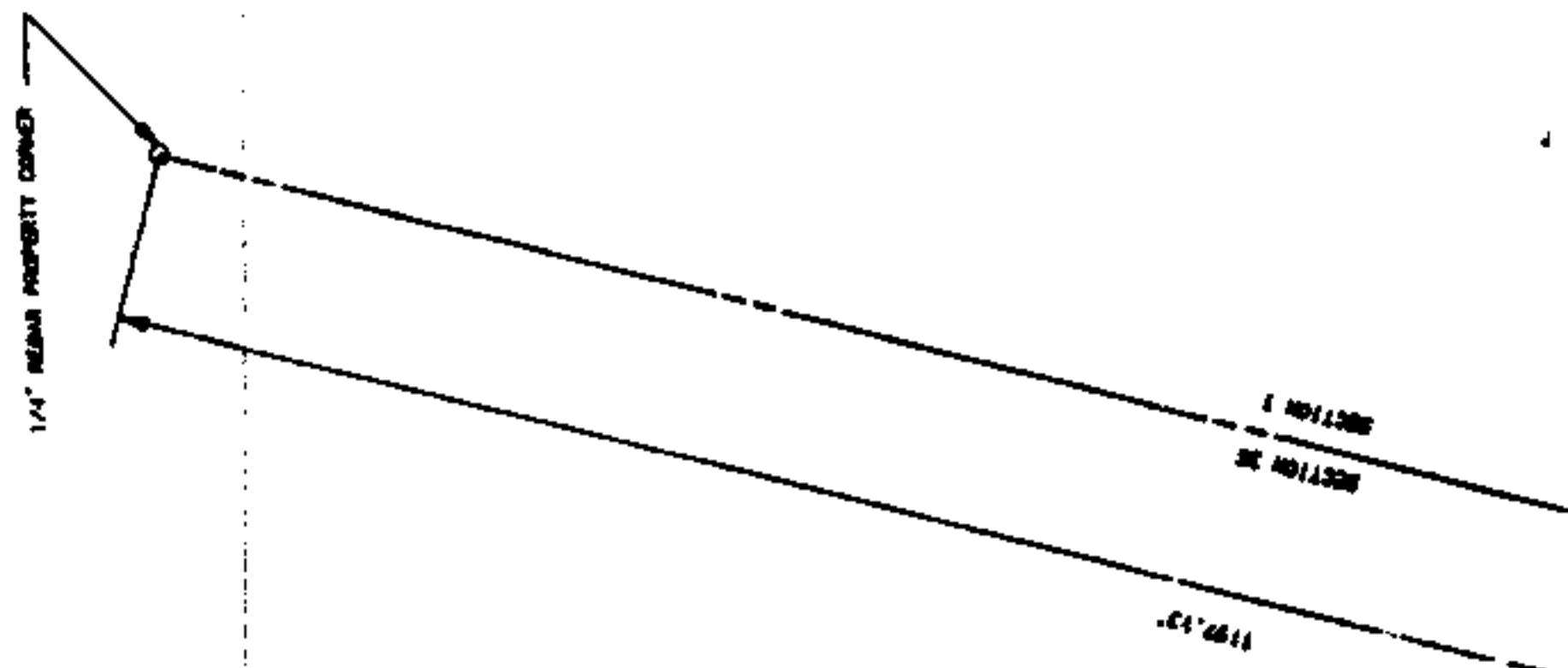
182+10.4 - C/L 115 KYTL POLE #57 110/SP ANGLE -08°30' RT  
8 4.5 FT RT ROAD R/W

184+67.3 - C/L 115 KYTL POLE #58 110/SP ANGLE -08°05' RT  
8 9.1 FT RT ROAD R/W

187+78.6 - C/L 115 KYTL POLE #59 110/SP ANGLE -08°36' LT  
8 6.35 FT RT ROAD R/W

170+23.7 - C/L 115 KYTL POLE #60 110/SP ANGLE -08°21' LT  
8 6.95 FT RT ROAD R/W

172+72.7 - C/L 115 KYTL POLE #61 110/SP ANGLE -08°37' LT  
8 9.4 FT RT ROAD R/W



141+83.9 - FROM HUB  
- C/L 115 KYTL P.I.P. +50 100/1  
ANGLE 48°27' RT  
DESIGN RELOCATION

144+40 - EDGE OF PAVEMENT

144+50 - C/L WEST BOUND LANE U.S. 285

144+93 - EDGE OF PAVEMENT

145+16 - EDGE OF PAVEMENT

145+40 - C/L EAST BOUND LANE U.S. 260

145+78 - EDGE OF PAVEMENT

146+88.2 - C/L 115 KYTL CONC. POLE 1 LANE ANGLE 48°24' LT  
8.44 FT RT STEEL STUD

146+79 - BACK CURB

147+02 - BACK CURB

147+50 - 17.5 FT RT BACK CURB

149+17 - 10.5 FT RT BACK CURB

149+88 - BACK CURB

150+18 - BACK CURB

150+43 - BACK CURB

150+63 - BACK CURB

150+88.2 - 4.0 FT RT C/L 115 KYTL P.O.L. W/C/105 FT  
SWITCH L 1081

151+82 - 18 FT RT TEL PEDESTAL

154+10.7 - FROM PIN 13.25 FT RT (ANGLE 44°58'13" RT)



158+04.2 - N/A CHANGES FROM 100' TO 95'  
- 0.15 FT LT ROAD R/W  
2.485 FT AT ROAD R/W  
C/L 115 KYTL POLE #56 110/50° ANGLE -09.19° RT  
2.485 FT RT ROAD R/W

156+09.8 - 0.1 FT AT COR. TO 17 N/W  
E STUB POLE 85/C 238 FT LT  
155+00.3 - C/L 115 KYLL POLE # 119/SP ANGLE = 90° 30' W

155+51 - BACK CURB  
155+03 - BACK CURB  
154+95 - BACK CURB  
154+55 - BACK CURB

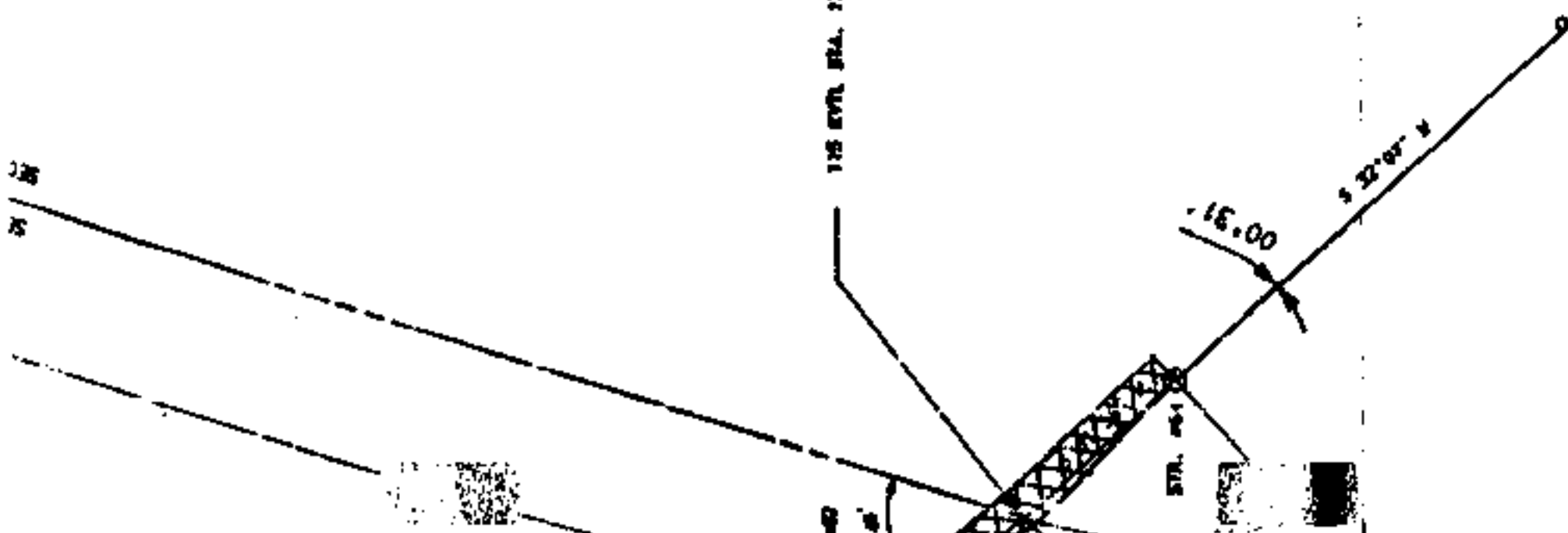
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91 MAY - 1 AM 11:32

1. Deed Tax	50
2. S.T. Tax	50
3. Recording Fee	3000
4. Indexing Fee	300
5. No. of Pages	100
6. Carriage Fee	100
<b>Total</b>	<b>3450</b>

JUDGE OF PROBATE

115 KVL STA. 372+04.50



172+72.7 - C/L 115 KVL POLE #61 110/SP ANGLE 405°37' LT  
8 9.4 FT RT ROAD R/W

174+75.2 - C/L 115 KVL POLE #62 110/SP ANGLE 401°17' RT  
8 12.45 FT RT ROAD R/W

STATE OF ALA. JEFFERSON CO.  
I CERTIFY THIS INSTRUMENT  
WAS FILED ON  
1991 APR 24 PM 12:35  
RECORDED  
DEED  
JUDGE OF PROBATE

179+87.50 - 3.5 FT LT C/L 115 KVL POLE

REFERENCES:  
T-4131 - SURVEY NOTES  
A-174081 - PROPERTY MAP

EXHIBIT A



COMPUTER PREPARED DRAWING  
MAKE NO MANUAL CHANGES  
RETURN TO POWER DELIVERY TRANSMISSION

ALABAMA POWER COMPANY

JOB	CHANCE MOUNTAIN - PROJECT 23. 110 KVL REVISION FOR SUBMITTAL CHANGES
DETAIL	LOCATION & LAND TIE
SCALE	1"=100' R/W (POLE #50 TO POLE #64)

DRAWN BY CK CHECKED BY James H. DATE 7-11-90

REVISION  
R/W CHANGED SEE NOTE #1

154+10.7 - 100' PIN 19.25 FT RT ANGLE 44°58' RT