

EASEMENT - DISTRIBUTION FACILITIES
(Metes and Bounds)

TO BE RECORDED: YES ☒ NO ☐

This instrument prepared by:

VALERIE ACOCELLA

Alabama Power Company

P. O. Box 2641

Birmingham, Alabama 35291

STATE OF ALABAMA }
COUNTY OF SHELBY }
TAX ID # 28-2-09-0-001-025.001

W.E. No. 61700-00-02715
Parcel No. 70162947
Transformer No. 14027

A. GRANT KNOW ALL MEN BY THESE PRESENTS, That FIRST METHODIST CHURCH OF CALERA, ALABAMA
a/k/a CALERA FIRST UNITED METHODIST CHURCH

as grantors (s), (the "Grantor", whether one or more) for and in consideration of One and No/100 (\$1.00) and other good and valuable consideration, to Grantor in hand paid 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 described and designated in Section B below.

B. RIGHTS The easements, rights and privileges granted hereby are as follows:

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 Company's final location drawing (which shows the general location of underground Facilities, if any, by indicating an area not greater than ten feet (10') in width), all poles, towers, wires, conduits, fiber optics, cables, 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 also the right to clear and keep clear a strip of land extending five feet (5') to either side of the center line of underground Facilities and fifteen feet (15') to either side of the center line of overhead Facilities; further, the right in the future to install and utilize intermediate poles in line for overhead Facilities and 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 for overhead Facilities that, in the sole opinion of the Company, might now or may hereafter endanger, interfere with or fall upon any of the overhead Facilities.
2. **Line Clearing.** The right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs that, in the sole opinion of the Company, might now or may hereafter endanger, interfere with or fall upon the electric transmission or distribution lines, poles, towers or other Facilities now or hereafter located adjacent to the Property described in Section C below along a route to be selected by the Company generally shown on the Company's final location drawing, and also the right to clear and keep clear all trees, undergrowth, and other obstructions on property in which Grantor has an interest within fifteen feet (15') of the center line of the lines of such poles, towers or other Facilities.
3. **Guy Wires and Anchors.** The right to implant, install and maintain anchor(s) of concrete, metal or other material on and under the Property described in Section C below, and to construct, extend and maintain guy wires from such anchor(s) to structures now or hereafter erected adjacent to such Property or property adjacent thereto (collectively, "Guy Wire Facilities") along a route to be selected by the Company generally shown on the Company's final location drawing; and also the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs that, in the sole opinion of the Company, might now or may hereafter endanger, interfere with or fall upon any of the Guy Wire 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 the 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 SITUATED IN THE SW 1/4 OF THE NE 1/4 OF SECTION 9, TOWNSHIP 22 SOUTH, RANGE 2 WEST AS RECORDED IN DEED RECORD 2000-18696 IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA.

D. **ADDITIONAL PROVISIONS.** In the event it becomes necessary or desirable for the Company 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 the 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 undersigned Grantor(s) has/have set his/her/their hand(s) and seal(s) this the _____ day of _____, 20____.

Witness Shelby County, AL 02/01/2006
State of Alabama

(Grantor)

Witness Deed Tax: \$.50

(Grantor)

Witness

By: _____ (SEAL)

As:

20060201000052470 1/3 \$17.50
Shelby Cnty Judge of Probate, AL
02/01/2006 12:39:33PM FILED/CERT

IN WITNESS WHEREOF, the said Grantor, has caused this instrument to be executed by TERRY HILL its authorized representative, as of the 17 day of October, 2005.

ATTEST (if corporation) or WITNESS:

FIRST METHODIST CHURCH OF CALERA, ALABAMA
a/k/a CALERA FIRST UNITED METHODIST CHURCH
(Grantor - Name of Corporation/Partnership/LLC)

By: Kate L Davis
Its: _____

By: Terry Hill (SEAL)
Its: Pastor
[indicate President, General Partner, Member, etc.]

INDIVIDUAL NOTARIES

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) 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 executed the same voluntarily, on the day the same bears date.

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

[SEAL]

Notary Public
My commission expires: _____

STATE OF ALABAMA }
COUNTY OF _____ }


20060201000052470 2/3 \$17.50
Shelby Cnty Judge of Probate, AL
02/01/2006 12:39:33PM FILED/CERT

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that _____ whose name(s) 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 executed the same voluntarily, on the day the same bears date.

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

[SEAL]

Notary Public
My commission expires: _____

TRUSTEE/CORPORATION/PARTNERSHIP/LLC NOTARY

STATE OF ALABAMA }
COUNTY OF Shelby }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Terry Hill whose name as Terry Hill of Calera First MNC a Pastor [as Pastor], 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 Pastor and with full authority, executed the same voluntarily for and as the act of said signature of authorization [acting in such capacity as aforesaid].

Given under my hand and official seal, this the 17 day of October, 2005.

[SEAL]

Karen L Christe
Notary Public
My commission expires: February 18, 2008

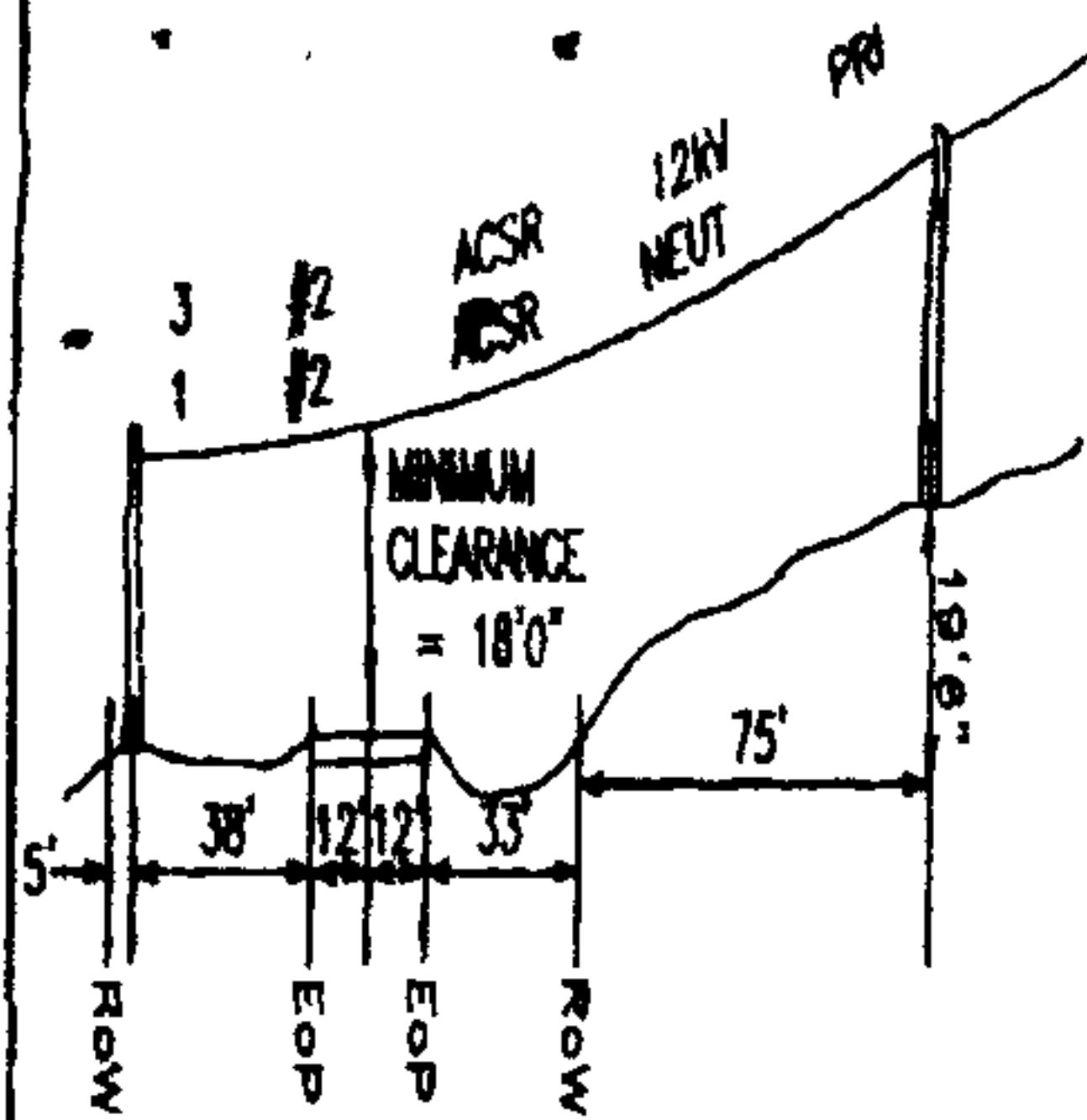
For Alabama Power Company Corporate Real Estate Department Use Only

All facilities on Grantor: _____

Station to Station: STA 1+100 to STA 5+00

ROAD RIGHT OF WAY - 1/2 MI. HWY 31 100 FEET
STA 1400 to STA 14100

○	POLE
	Company
X	POLE
	Company
—	GUY
	Down Guy
—	GUY
	Down Guy

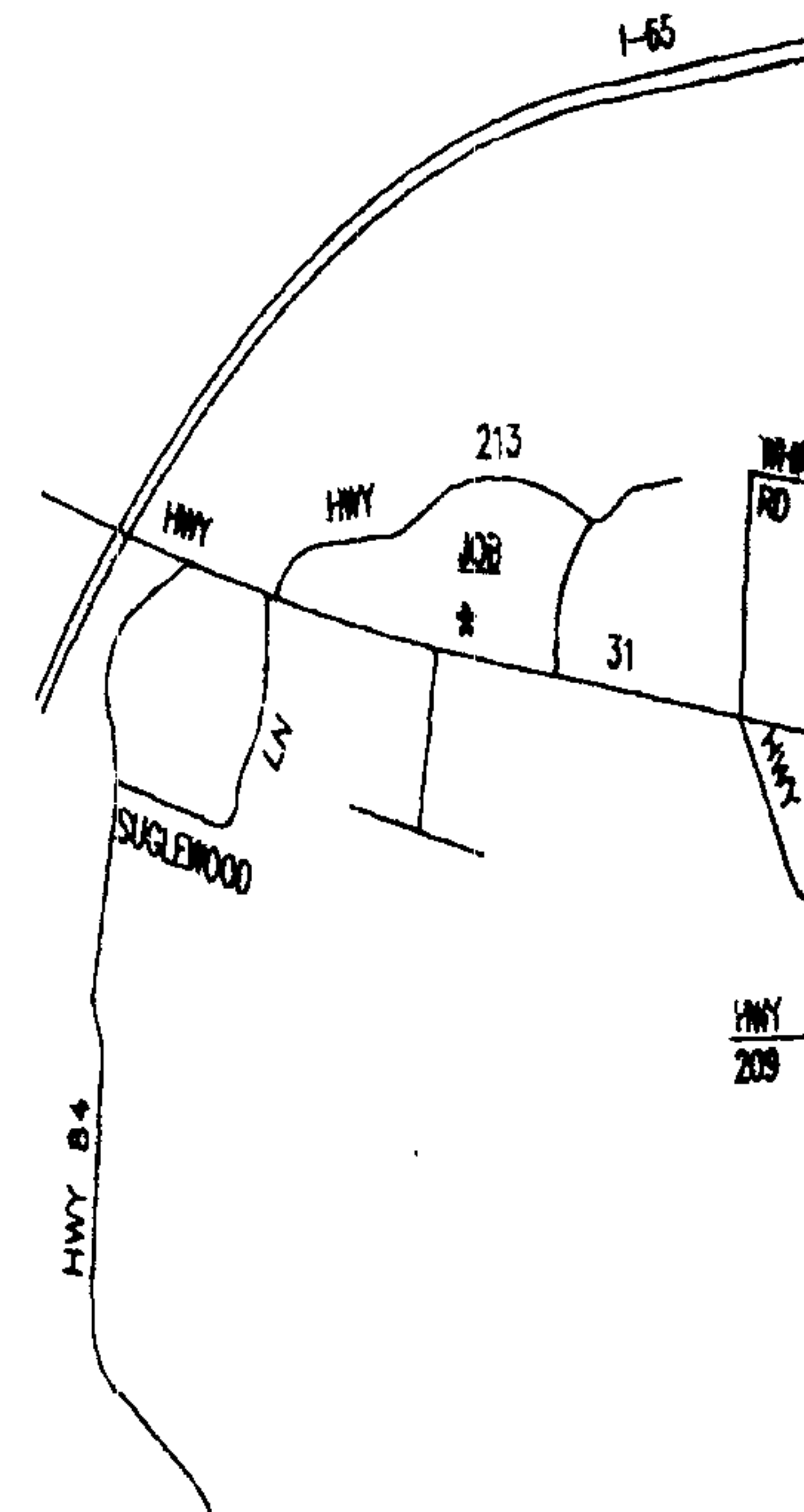


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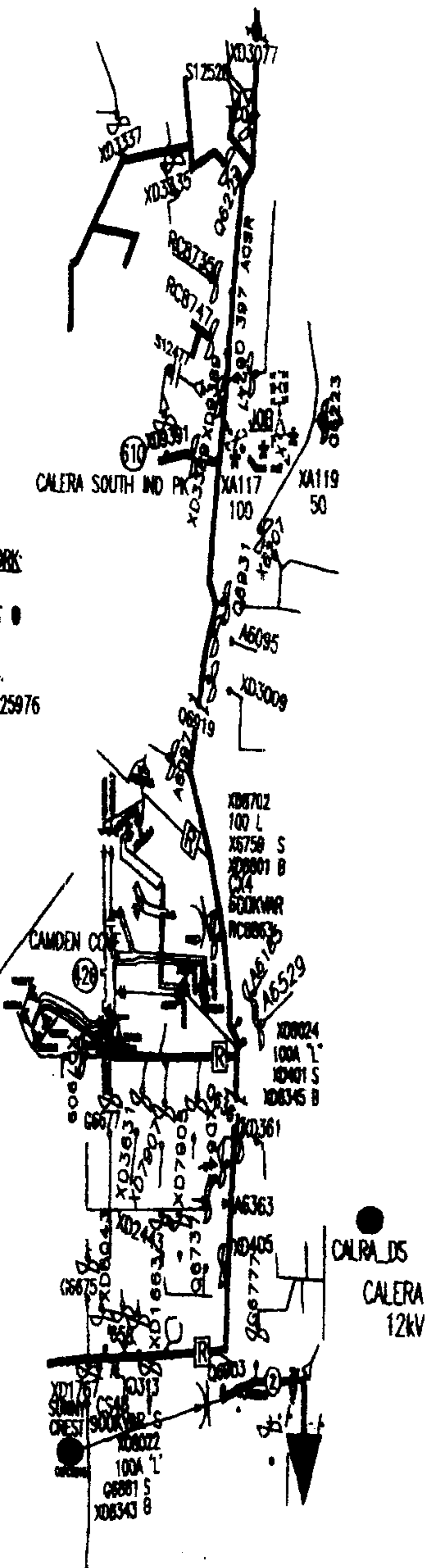
LOCATION SKETCH



70162
70163



SECTIONALIZING SKETCH



FOR ENERGIZED LINE WORK:
OBTAIN ALL WORK PERMIT #
SUBSTATION: CALERA D.S.
FEEDER #2 BREAKER #25976

NOTE: ON PUBLIC RIGHTS-OF-WAY
TRAFFIC CONTROL IN WORK AREAS WILL COMPLY WITH ALABAMA
MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS
AND HIGHWAYS (MUTCD), SECT. 6-10.1, VOL. 1.



CONSTRUCTION

ANY CONSTRUCTION FIELD CHANGES ARE SHOWN IN RED ON 1

0 50 100

PLAN SCALE

TOWNE: CALERA COUNTY: SHELBY

MAP REF: 2W-22-S-1 SEC- 9, TP-22S,R-2W

AUTOMATED DRAWING - MAKE NO

ALABAMA POWER (

JOB POWER DELIVERY - BIRM

DETAIL CALERA FIRST UNITED MET

6107 HWY 31

3# = 3071
#-G = 2082
#-Gr = 275.8

EXISTING 45/4 CCA POLE (1996)
(5' INSIDE R.O.W.)

E 3# DE ON STEEL X-ARM
E (3) 100A CUTOOUT & LAs ON TR-MT BKT
E 10'HELIX, 1'ROD, (2) 3/8"STR

MMERIAL PARK DR

0.6 mi TO HWY 31
POSTED SPEED LIMIT = 45 mph

PROPOSED MINIMUM
CLEARANCE = 18'0"

U.S. HWY 31

EDGE OF ROAD R.O.W.

EDGE OF PAVEMENT

EDGE OF PAVEMENT

EDGE OF ROAD R.O.W.

3-3/8" ACSR 12W PIN & 1-2/0 ACSR NEUT

3-3/8" ACSR 12W PIN & 1-2/0 ACSR NEUT

XA117 100

45/4

E 45/4 CCA POLE

E 3# LANG ON 20 BKT & PCP

E 10'HELIX, 1'ROD, (2) 3/8"STR

XA119 50

45/4

E 45/4 CCA POLE

E 3# DE ON STEEL X-ARM

E (3) 100A CUTOOUT & LAs

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XA119 50

45/4

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