

20260409000105180
04/09/2026 09:40:26 AM
ESMTAROW 1/7



600 18th St N
Birmingham, AL 35203
205-257-6799 tel.
awbailey@southernco.com

March 24, 2026

Attn: Avadian Credit Union
Attn: Parker Steele
1 Riverchase Parkway South
Hoover, Alabama 35244

RE: Alabama Power Company Easement Containment Letter
APC Property ID # 70219142

Mr. Steele:

Alabama Power Company (APC) previously acquired and recorded the following in the Office of the Judge of Probate of Shelby County, Alabama:

Those certain instruments are recorded in Instrument number: 20090212000048780 and attached hereunto.

The above easement(s) was acquired to construct, operate, and maintain APC facilities. APC does not claim the right to construct additional facilities outside of the areas where such existing facilities exist (the "Existing Facilities Area"). APC does retain all rights and privileges associated with right(s)-of-way, which are located on or adjacent to said property as of the date of this letter. APC does hereby contain its rights, including but not limited to the right from time to time to construct, install, operate, and maintain facilities, to the Existing Facilities Area.

Land Description: Those certain distribution easements attached hereto and made a part hereof.

Please feel free to contact me at (205) 257-6799 if you have any questions or concerns.

Regards,

A handwritten signature in cursive script that reads "Adam W. Bailey".

Adam W. Bailey
Corporate Real Estate
Land Acquisition-Legal

/Enclosure

EASEMENT - DISTRIBUTION FACILITIES
(Metes and Bounds)

TO BE RECORDED: YES X NO _____

This instrument prepared by:

STATE OF ALABAMA)
COUNTY OF Shelby)
TAX ID # _____

W.E. No. 61700-06-0008-700
Parcel No. 70219142
Transformer No. _____

Samuel Smith
Alabama Power Company
P. O. Box 2641
Birmingham, Alabama 35291

A. GRANT KNOW ALL MEN BY THESE PRESENTS, That Calera Commons LLC

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:

- 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, translosures, 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.
- 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.
- 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 in the NE1/4 of the SE1/4 and the SE1/4 of the NE1/4 of Section 4, Township 22 South, Range 2 West as is recorded in Deed Record 20051102000570780, 20050215000075910 and 20050215000075900 in the office of the Judge of Probate of 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 13th day of February, 2008.

[Signature]
Witness
[Signature]
Witness
[Signature]
Witness

(Grantor) _____ (SEAL)
Calera Commons LLC (SEAL)
(Grantor)
By: *[Signature]* (SEAL)
As: _____

Manager
Calera Commons, LLC

20090212000048780 1/3 \$17.50
Shelby Cnty Judge of Probate, AL
02/12/2009 12:30:32PM FILED/CERT

Shelby County, AL 02/12/2009
State of Alabama
Deed Tax: \$.50

IN WITNESS WHEREOF, the said Grantor, has caused this instrument to be executed by _____ ^{is authorized}
representative, as of the _____ day of _____, 20_____.

ATTEST (if corporation) or WITNESS:

(Grantor - Name of Corporation/Partnership/LLC)

By: _____

By: _____ (SEAL)

Its: _____

Its: _____

[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 _____)

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 _____.

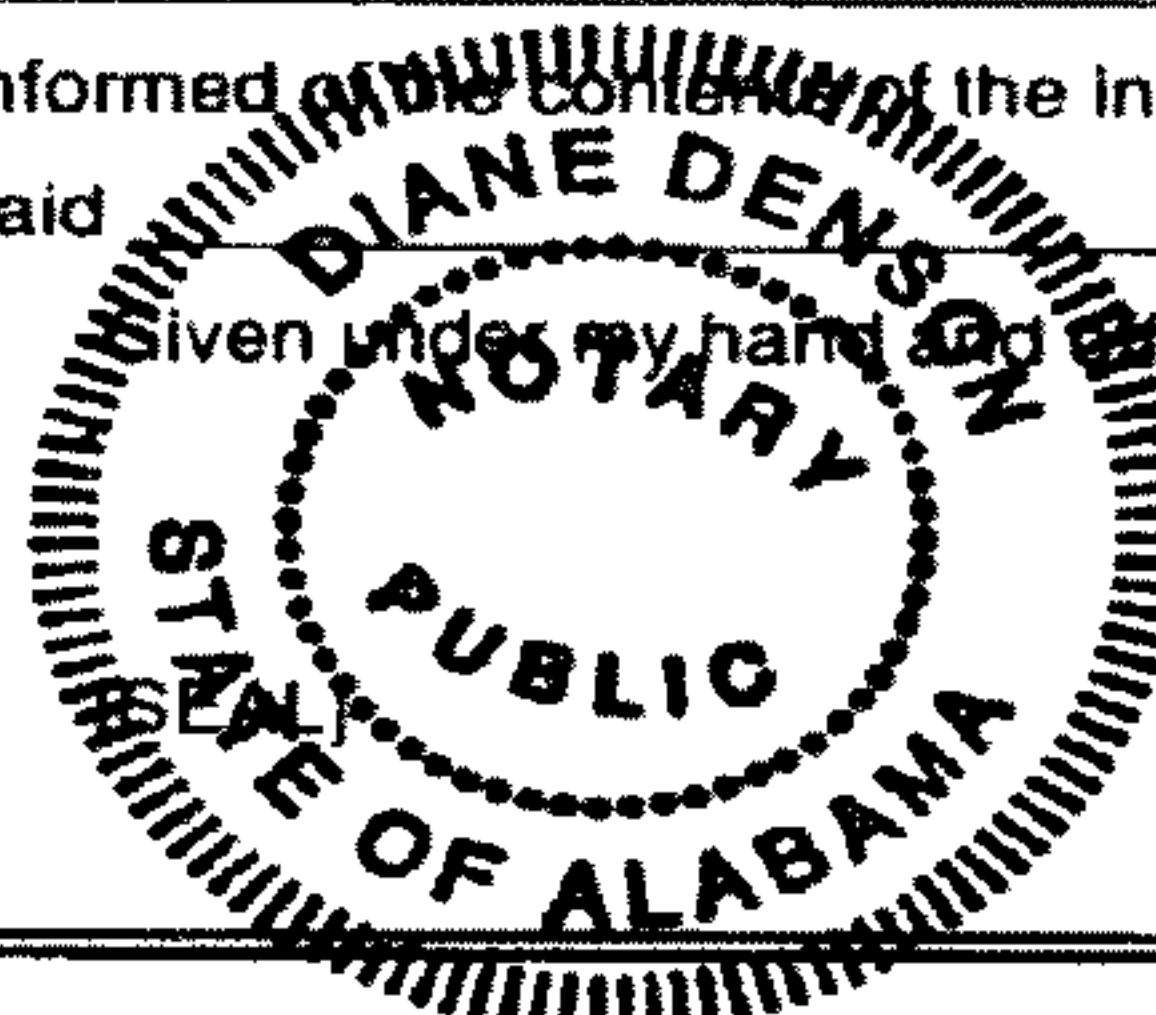
[SEAL]

Notary Public
My commission expires: _____

TRUSTEE/CORPORATION/PARTNERSHIP/LLC NOTARY

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Christopher W. Hoyt
whose name as Manager of Catara Commons
a _____ [as LLC]
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].



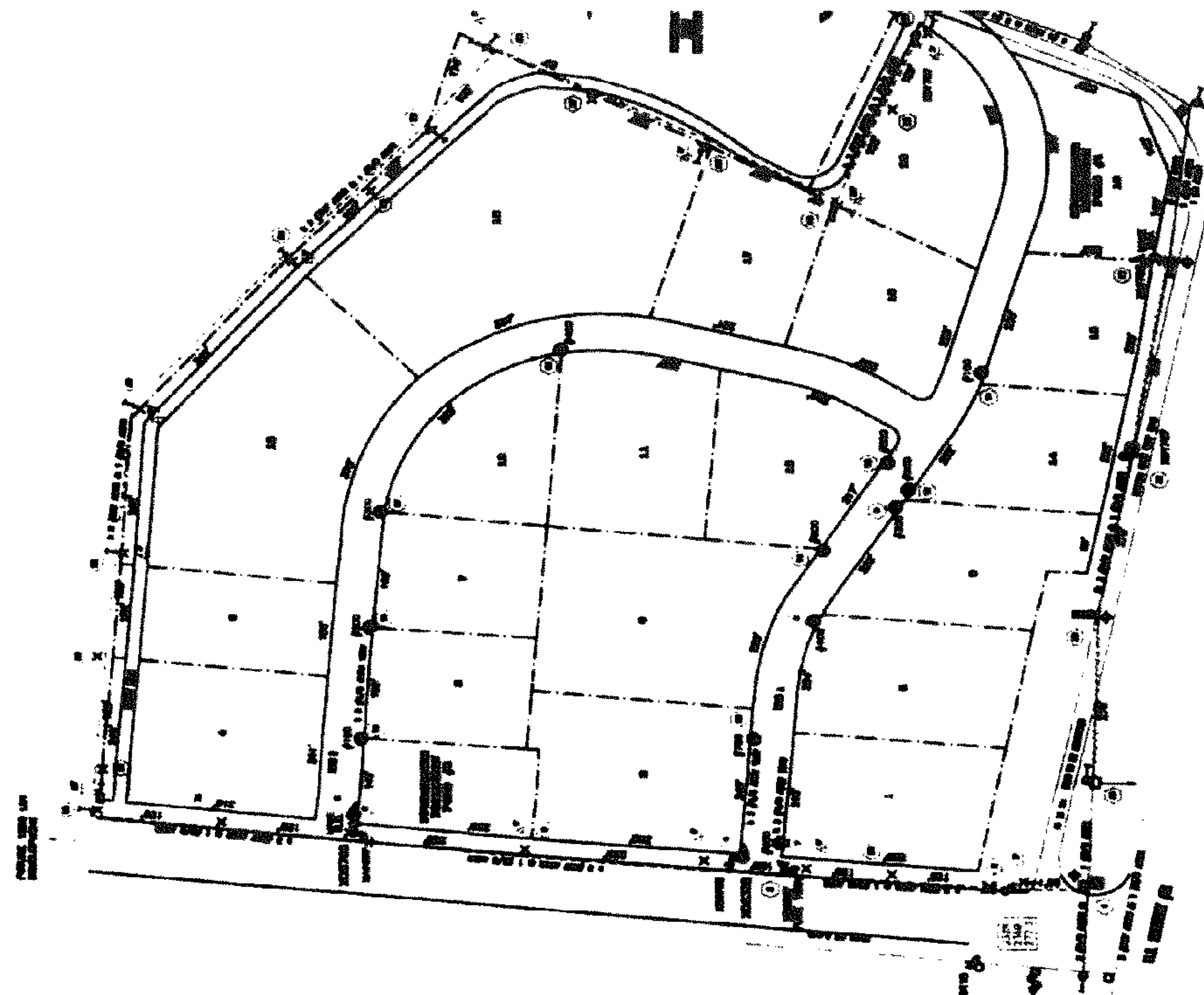
Given under my hand and official seal, this the 14th day of Feb., 2008.

Diane Denson
Notary Public
My commission expires: 3-11-08

For Alabama Power Company Corporate Real Estate Department Use Only

All facilities on Grantor: _____

Station to Station: Sta # 1100 to Sta # 2900
Sta # 300 Udg to Sta # 1200
Sta # 400 Udg to Sta # 600
Guys on Sta # 2, 12, 20, 22, 23, 24
25, 26, 28.

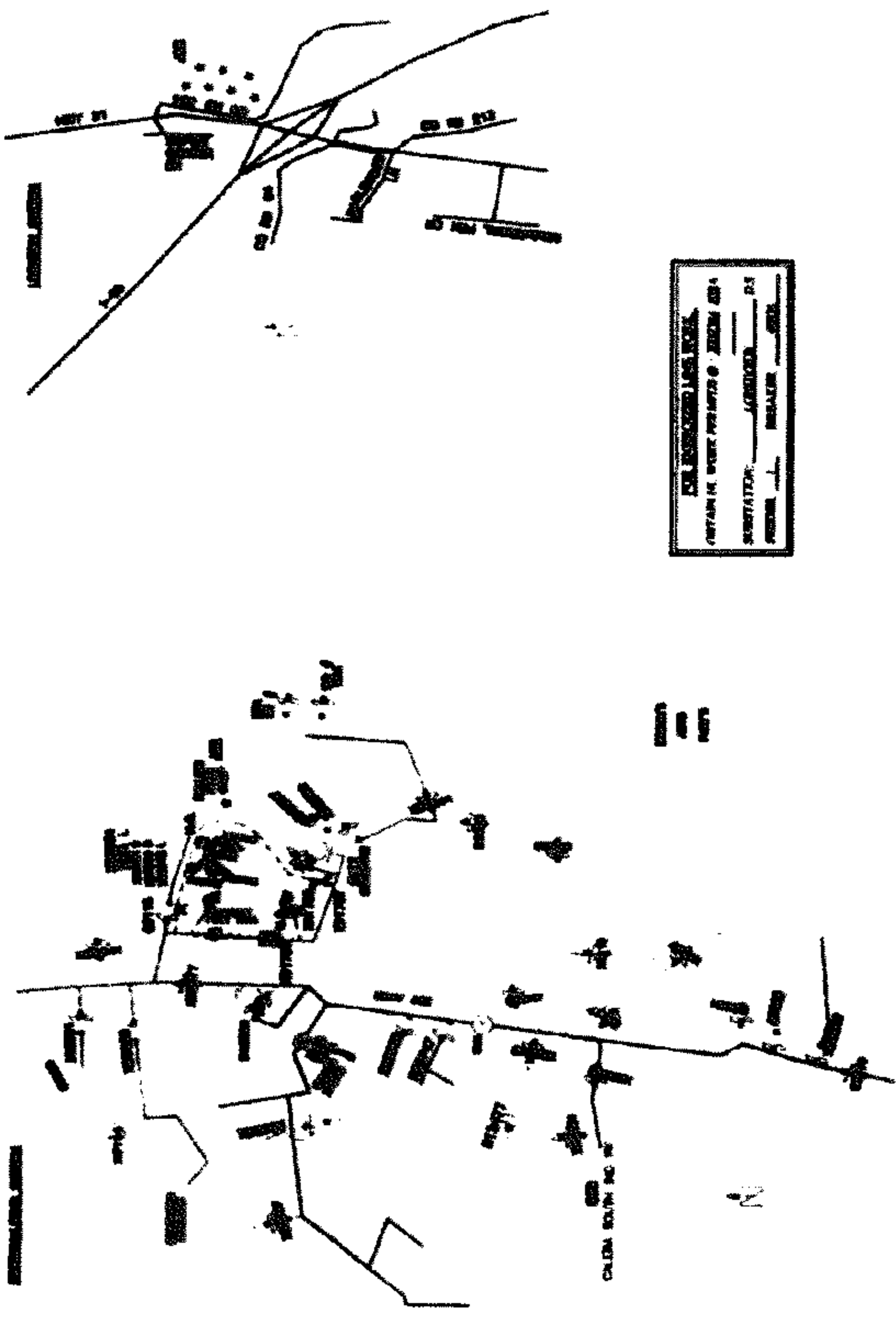


CONSTRUCT

DATE: _____

ANY CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF MEMPHIS ZONING ORDINANCES AND THE CITY ENGINEER'S REQUIREMENTS.

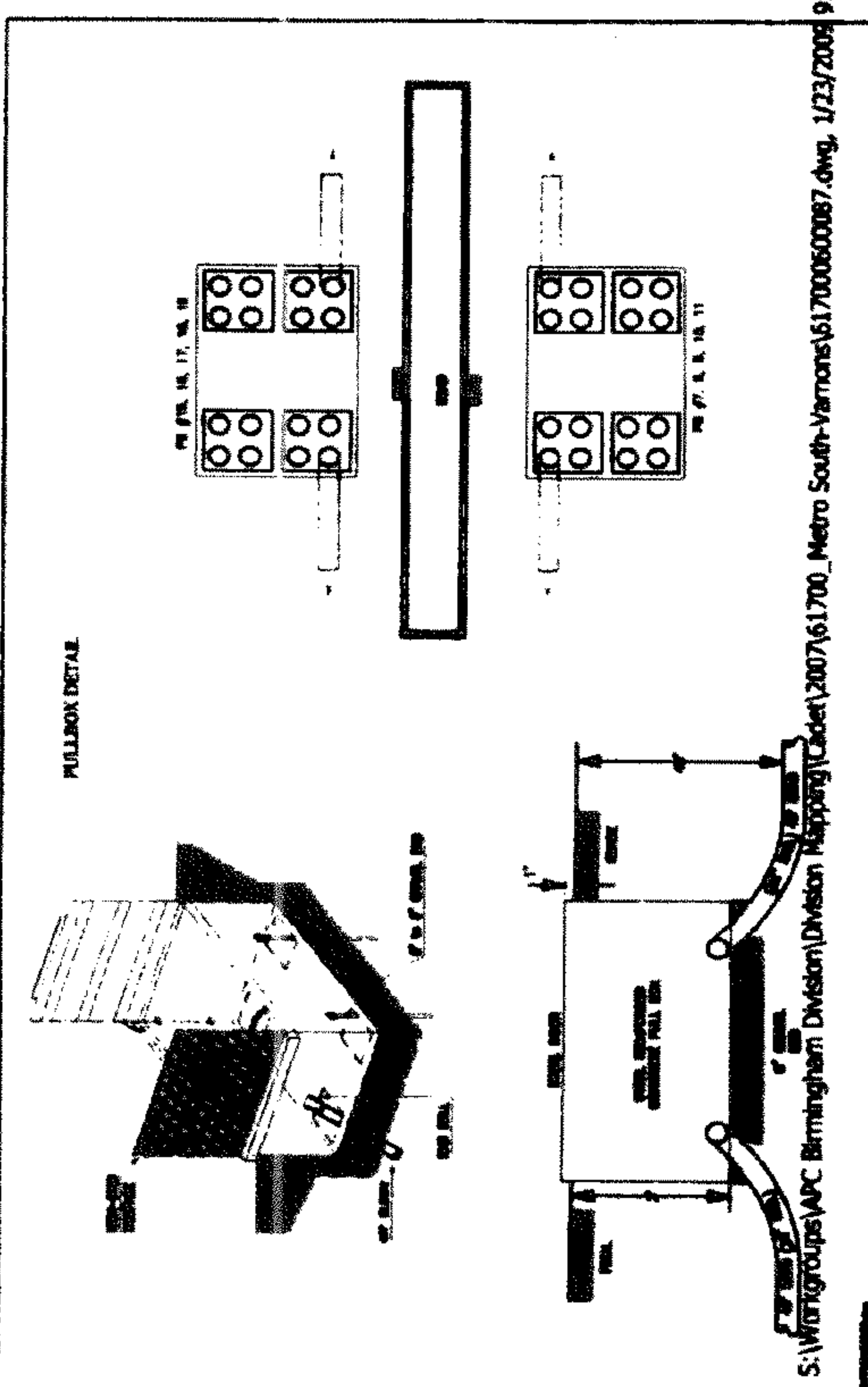
ENGINEER: BOB JORDAN
RADIO ENGINEER



CABLE TELEVISION

TYPE	DATE	BY
AS-BUILT	11/11/09	WJ
AS-BUILT	11/11/09	WJ
AS-BUILT	11/11/09	WJ

- 1. ALL UTILITIES TO BE SHOWN AS-BUILT OR AS SHOWN ON THE CITY RECORDS.
- 2. ALL UTILITIES TO BE SHOWN AS-BUILT OR AS SHOWN ON THE CITY RECORDS.
- 3. ALL UTILITIES TO BE SHOWN AS-BUILT OR AS SHOWN ON THE CITY RECORDS.
- 4. ALL UTILITIES TO BE SHOWN AS-BUILT OR AS SHOWN ON THE CITY RECORDS.
- 5. ALL UTILITIES TO BE SHOWN AS-BUILT OR AS SHOWN ON THE CITY RECORDS.
- 6. ALL UTILITIES TO BE SHOWN AS-BUILT OR AS SHOWN ON THE CITY RECORDS.
- 7. ALL UTILITIES TO BE SHOWN AS-BUILT OR AS SHOWN ON THE CITY RECORDS.
- 8. ALL UTILITIES TO BE SHOWN AS-BUILT OR AS SHOWN ON THE CITY RECORDS.
- 9. ALL UTILITIES TO BE SHOWN AS-BUILT OR AS SHOWN ON THE CITY RECORDS.
- 10. ALL UTILITIES TO BE SHOWN AS-BUILT OR AS SHOWN ON THE CITY RECORDS.



S:\WJ\Groups\APC Birmingham\Division\Happing\Cadet\2007\61700_Metro South-Varnon\617000600087.dwg, 1/23/2009 9:22:57 AM

Source of Title:

Deed Book _____, Page _____ Deed Record 20051102000570780
20050215000075910
20050215000075900

EASEMENT - DISTRIBUTION FACILITIES

STATE OF ALABAMA)
COUNTY OF Shelby)

\$ 500.00

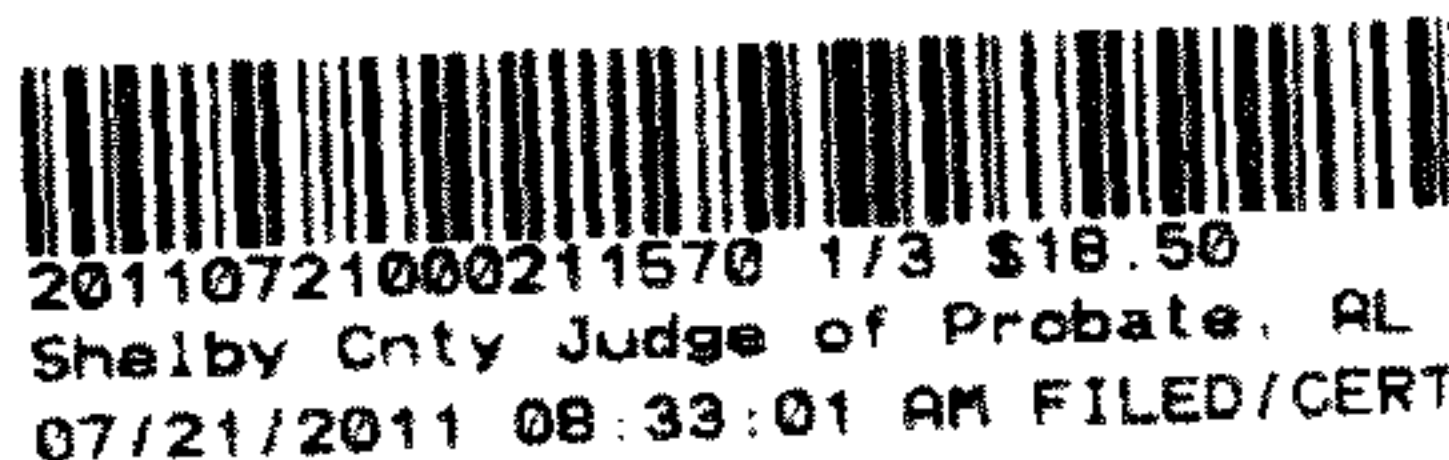
W.E. No. A6170-60-A211

APCO Parcel No. 70241195

Transformer No. S80044

This instrument prepared by: Larry D. Gravitt

Alabama Power Company
P. O. Box 2641
Birmingham, Alabama 35291



Shelby County, AL 07/21/2011
State of Alabama
Deed Tax: \$.50

KNOW ALL MEN BY THESE PRESENTS, That Calera Commons, LLC

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, 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, translosures, 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 in the NE1/4 of the SE1/4 and the SE1/4 of the NE1/4 of Section 4, Township 22 South, Range 2 West as is recorded in Deed Record 20051102000570780, 20050215000075910 and 20050215000075900 in the office of the Judge of Probate of Shelby County, Alabama.

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 undersigned Grantor(s) has/have set hereunto hand(s) and seal(s) this the 24 day of June, 20 11.

Witness _____
Witness _____
Witness _____

(Grantor) _____ (SEAL)
Calera Commons LLC (SEAL)
(Grantor) [Signature]
By: _____ (SEAL)
As: Manager, Calera Commons LLC

For Alabama Power Company Corporate Real Estate Department Use Only

All facilities on Grantor: _____ Station to Station: Sta # 7400 to Sta # 8450 "Southside"
"Underground"

IN WITNESS WHEREOF, the said Grantor, has caused this instrument to be executed by _____, its authorized representative, as of the _____ day of _____, 20____.

ATTEST (if required) or WITNESS:

(Grantor - Name of Corporation/Partnership/LLC)

By: _____

By: _____ (SEAL)

Its: _____

Its: _____

[indicate President, General Partner, Member, etc.]

INDIVIDUAL NOTARIES

STATE OF ALABAMA }
COUNTY OF _____ }

I, _____, a Notary Public, in and for said County in said State hereby certify that _____ whose name(s) [as _____] 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.

Given under my hand and official seal this the _____ day of _____, 20____.

[SEAL]

Notary Public
My commission expires: _____

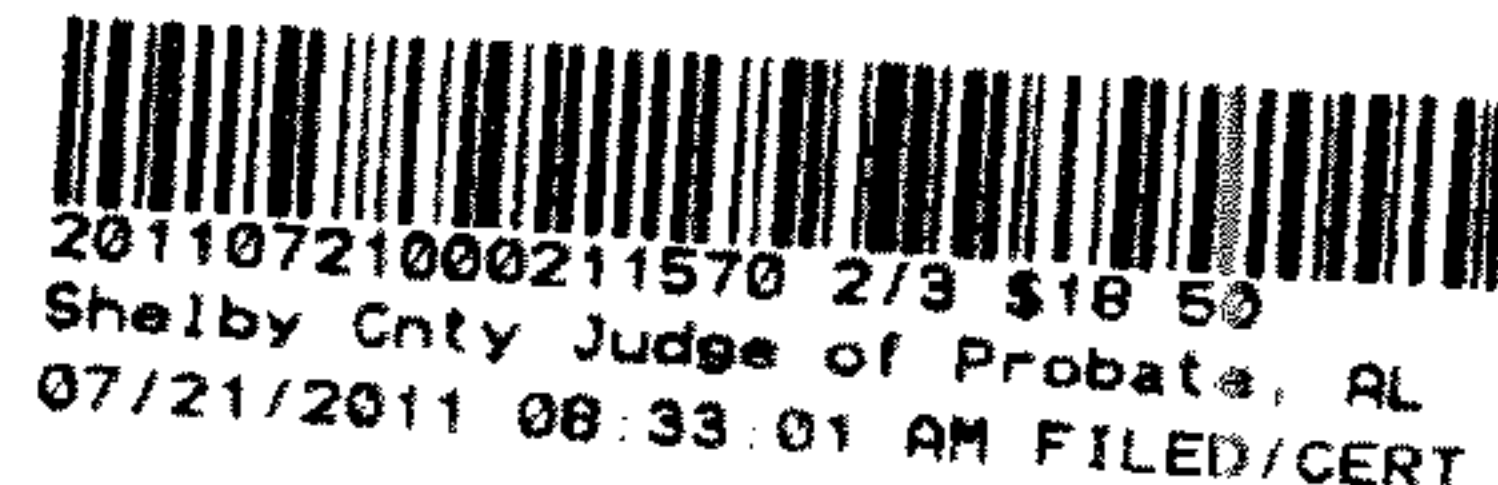
STATE OF ALABAMA }
COUNTY OF _____ }

I, _____, a Notary Public, in and for said County in said State, hereby certify that _____ whose name(s) [as _____] 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.

Given under my hand and official seal this the _____ day of _____, 20____.

[SEAL]

Notary Public
My commission expires: _____



CORPORATION/PARTNERSHIP/LLC NOTARY

STATE OF ALABAMA }
COUNTY OF Shelby }

I, Diane Denson, a Notary Public in and for said County in said State, hereby certify that Chris Hoyt whose name as Member of Calera Commons, LLC, a LLC, [acting in its capacity 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 _____ and with full authority, executed the same voluntarily, for and as the act of said _____ [acting in such capacity as _____]

Given under my hand and official seal this the 24th day of June, 2011.

[SEAL]

Diane Denson
Notary Public
My commission expires: 3-11-12

