

RECORDER'S MEMORANDUM
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction.

19800811000087650 Pg 1/11 .00
Shelby Cnty Judge of Probate, AL
08/11/1980 00:00:00 FILED/CERTIFIED

JUN 17 1980

344
EASEMENT

243594

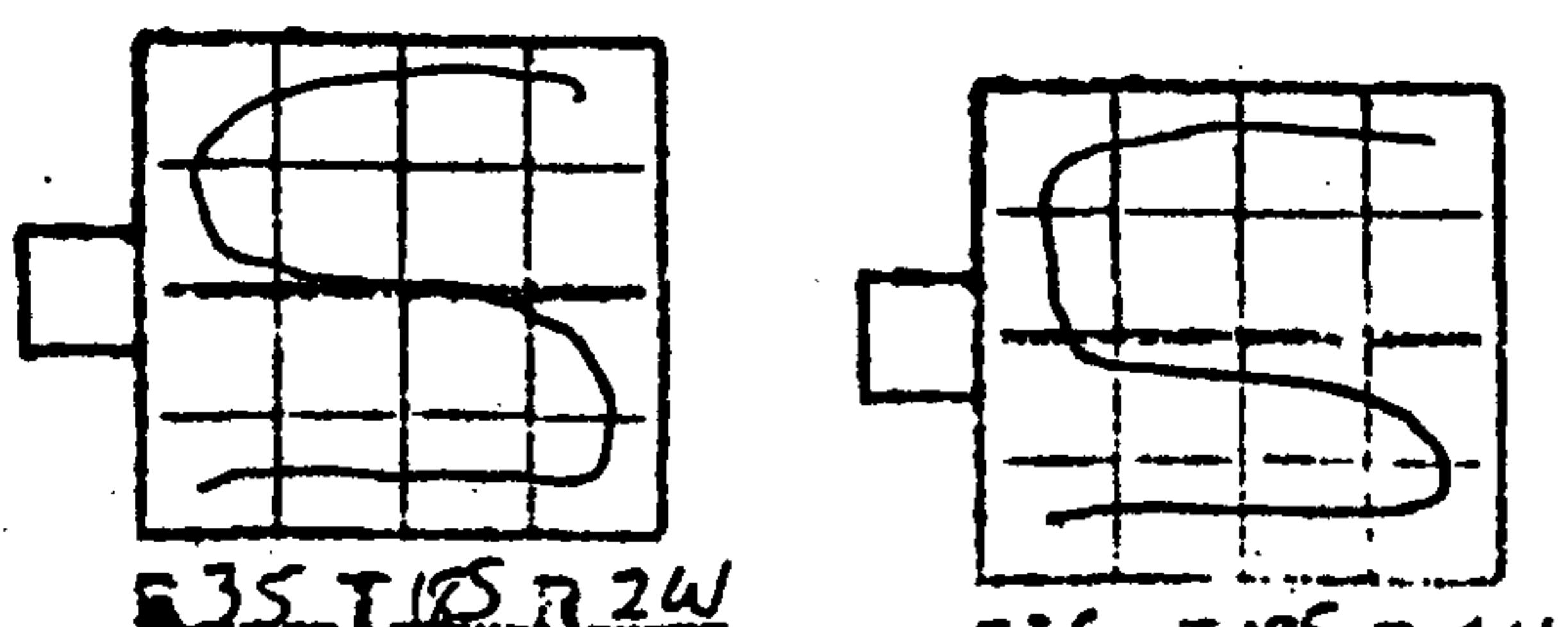
State of Alabama

6010

County of Shelby

Taylor & Mathis Lighting
Inverness

KNOWN ALL MEN BY THESE PRESENTS, that 2154 TRADING CORPORATION, a New York Corporation, doing business as INVERNESS whose address is P. O. Box 43328, Birmingham, Alabama (herein referred to as Grantor) for and in consideration of ONE and NO/100 DOLLAR (\$1.00) and other considerations, received from the Alabama Power Company, an Alabama Corporation (herein referred to as Grantee), the receipt and sufficiency of which are hereby acknowledged by Grantor, and in consideration of the covenants and agreements of the Grantee hereinafter set forth, does hereby grant and convey to Grantee, upon the conditions and subject to the limitations hereinafter set forth, an easement in, through, under, and upon that portion of that certain tract located in Sections 35 & 36 of Township 18S, Range 2W of Shelby County, Alabama which portion is shown shaded in on the Exhibit A drawings, Sheets 1 and 2, attached hereto and made a part hereof, as furnished by ALABAMA POWER COMPANY, drawn and traced by Young, approved on 4/8/80 by R. R. Moore, referenced F-0170505016000; said Easement is to be utilized for the purpose of constructing, using, maintaining, and repairing underground electrical transmission and/or distribution facilities consisting of wires, cables, equipment and other appurtenances as shown on said Exhibit A drawings for the purpose of transmitting and distributing electrical power under and through the easement land, together with the right to keep the wires, cables, and other appurtenances free of any obstructions which would interfere with the use, maintenance or operation of such equipment and appurtenances.



This Instrument prepared in
the Office of the Shelby County
Judge of Probate, AL
By R.C. Coggins

John F. Powell, Jr. APCO (Riley)

Grantor reserves to itself, its heirs, legal representatives, successors, assigns, tenants and others claiming under or through Grantor, as the case may be, the unrestricted use of the Easement Land, subject only to the rights of the Grantee as herein set forth. Grantor, itself, its heirs, legal representatives, successors, assigns, tenants, and others claiming under or through Grantor shall not cause any interference with Grantee's enjoyment of the rights granted herein.

TO HAVE AND TO HOLD the Easement unto said Grantee, its successor and assigns.

The 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 electrical 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 possible after any such maintenance, repair, or replacement of said underground electrical transmission and/or distribution facilities.

2. Grantee shall, upon the giving of written notice by Grantor, its heirs, legal representatives, successors, or assigns, as the case may be, move and relocate any or all or any part of its underground electrical facilities on the Easement Land to another 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, including any costs or expense of acquiring replacement right of way should the new location not be on the Easement Land described herein. Grantee agrees to commence relocation with sixty (60) days after the date of the giving of such written notice and to complete all work involved in such relocation within one hundred twenty (120) days of said date.

3. Grantee will protect, defend, hold harmless, and indemnify Grantor, its heirs, legal representatives, successors, and assigns, as the case may be, from and against any and all claims for death of or injury to person or damage to property, and from all actions of every kind and nature which may arise out of or in connection with or by reason of the negligent installation, operation, maintenance, or use of any of said electrical facilities by Grantee, its successors, assigns, agents, or employees, upon or adjacent to the Easement Land; provided, however, nothing contained in this paragraph shall be construed to mean that Grantee will protect, defend, hold harmless, and indemnify Grantor, its heirs, legal representatives, successors, and assigns from and against any claims of every kind and nature which may arise out of or in connection with or by reason of their own negligence, sole or concurrent.

4. In the event Grantee removes its facilities from the Easement Land or no longer requires the use of all or any part of the Easement herein granted, Grantee, upon written request of Grantor, shall execute a written instrument in recordable form releasing the Easement or such rights herein granted or such part hereof which Grantee no longer requires.

5. Grantor shall have the right at any time, or from time to time, without the consent or approval of Grantee, to dedicate all or any portion of the Easement Land for purposes of a public road right-of-way, subject to Grantee's rights to construct, repair, replace, and maintain its electrical transmissions and/or distribution facilities within the proposed public road right-of-way.

6. Notwithstanding anything hereinabove contained to the contrary, 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, an underground electrical transmission and/or distribution system 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 invitess, shall be permitted to use the Easement Land for all purposes which are not inconsistent or cause interference with said electrical transmission and/or distribution system, including, without limitation, a paved parking area or road right -of-way and/or the installation of other utilities.

7. It is further understood that the Easement Land as shown shaded on the Exhibit A drawing is a 10 foot wide strip as measured 5 feet on each side of the centerline with a length of approximately 300 feet on sheet 1 of 2 and of a length of approximately 15 feet on sheet 2 of 2. Grantee shall have the right of ingress and egress to said Easement Land by way of the paved roadways, paved areas, or construction roadways across the lands owned by 2154 TRADING CORPORATION which lie adjacent to said Easement Land. Grantee shall be responsible for any damage done by it in using the areas outside the Easement Land for ingress and egress to said Easement Land.

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

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 hereunder set their hands and seals on the 29th day of July, 1980.

As to 2154 Trading Corporation:
Signed, sealed, and delivered
in the presence of:

M. Irene Buse
Unofficial Witness

2154 TRADING CORPORATION

By: _____

VICE PRESIDENT

Title: _____

Judith J. Ross
Notary Public
Notary Public Georgia State at Large
My Commission Expires: 9-26-82

Attest: _____

Title: Assistant Secretary

As to Alabama Power Company:
Signed, sealed, and delivered
in the presence of:

Walter Heglar
Unofficial Witness

ALABAMA POWER COMPANY

By: _____

Title: Vice President

Dan L. Hardwick III
Notary Public
Notary Public Alabama State at Large
My commission expires 1/27/82

Attest: _____

Title: Secretary

(Corporate Seal)

W. Murphy

EXISTENCE

ARUNS

100
50

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ACU 57
MAY 10 1958
TODAY'S
SEE IT

**CUSTOMER-SPECIFIC
ICG® REQUESTS**

INSTEAD OF MATERIALS

CONDUIT FOR HIGH SERVICE CUSTOM PROVIDER PLATE
CONDUIT FOR HIGH PRIMARY CUSTOM PROVIDER PLATE
BENDS 15° & 90° 30° & 90° RADUIS (2648)
SLOPED TRENCHES

卷之三

**OPEN SIGHTS 1056' PER CHESPERA CO. SPECIFICATIONS
CIS, COKE & SERIC CONDUIT END TOWER
CONCRETE PADS FOR 3 PHASE TRANSFORMERS
METER HORN DOOR PER SURFACE SPECIFICATIONS**

CONGRESS OF FRANCE FOR THE FORMATION OF A FEDERATION
OF ALL THE NATIONS OF THE EARTH.

POWER CENTER

TRENCHES

CIRCUIT BREAKERS

SWITCHGEAR

CUSTOMER DOOR

TRENCH ENGINEER

DIGGING LINES

300

TO INSTALL 1 RUN
T. IN MINIMUM 18" TRENCH
IDES. 2-90° BENDS 36" RADIUS
FURNISHED BY CONTRACTOR

25KV 2.25KA
TRANSFORMER
TO PREPARE JOB SITE

INSTALL SERVICE RACK
ENTRANCE CONDUCTORS
INTERMEDIATE TRANSFORMER

POWER COMPANIES
CIRCUIT BREAKERS

SWITCHGEAR

CONTINGENT ON INDUS

GATE VALVE YOUNG

TRENCH & PAD INSPECTION

POTENTIAL TRANSFORMERS

EST. BLDG. 240

POW. SERV.

CIRCUIT BREAKERS

CONVENTUS
SCEP. V. KST. 1573. 10. 11.
1573. 11. 15. 1573. 11. 15.

10 ROCK 121532/5

**WILHELM DEDDE
SULTCHEAR
CUSTAER: TO GANTZ
APLID: ENGINEER BEFORE
DUGING U. 2052 M.**

卷之三

150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1040 1041 1042 1043 1044 1045 1046 1047 1048 1049 1040 1041 1042 1043 1044 1045 1046 1047 1048 1049 1050 1051 1052 1053 1054 1055 1056 1057 1058 1059 1050 1051 1052 1053 1054 1055 1056 1057 1058 1059 1060 1061 1062 1063 1064 1065 1066 1067 1068 1069 1060 1061 1062 1063 1064 1065 1066 1067 1068 1069 1070 1071 1072 1073 1074 1075 1076 1077 1078 1079 1070 1071 1072 1073 1074 1075 1076 1077 1078 1079 1080 1081 1082 1083 1084 1085 1086 1087 1088 1089 1080 1081 1082 1083 1084 1085 1086 1087 1088 1089 1090 1091 1092 1093 1094 1095 1096 1097 1098 1099 1090 1091 1092 1093 1094 1095 1096 1097 1098 1099 1100 1101 1102 1103 1104 1105 1106 1107 1108 1109 1100 1101 1102 1103 1104 1105 1106 1107 1108 1109 1110 1111 1112 1113 1114 1115 1116 1117 1118 1119 1110 1111 1112 1113 1114 1115 1116 1117 1118 1119 1120 1121 1122 1123 1124 1125 1126 1127 1128 1129 1120 1121 1122 1123 1124 1125 1126 1127 1128 1129 1130 1131 1132 1133

RECEIVED
RETURNED BY PERIODIC
INSTANTANEOUS

FELTIRENSERVICE

FIRMI COMPACTED
SOIL SITE
REPORTED BY
CLINTON

5. PUC CONDUIT
FURNISHED BY PRO
INSTALLED BY CUSTOMER

REGISTRAZIONE STABILIMENTO

RECEIVED BY AGENT FOR MARBLE DISTRICT APPROVAL
IR 12/12/1961 EX 125
IN THE NAME OF THE STATE OF CALIFORNIA
RECORDED IN THE OFFICE OF THE CLERK OF THE
CITY OF LOS ANGELES, CALIFORNIA
ON THIS 12TH DAY OF DECEMBER, 1961
FOR THE USE OF THE
SPECIFICATIONS AND COST ARE VALID FOR 180 DAYS AFTER APPROVAL BY
SUBMIT TO DIST. SUP'T. AFTER THIS TIME EXPIRED

NOTES

1. CUSTOMER TO OPEN 48" TRENCH, INSTALL CONDUIT, AND CLOSE TRENCH AFTER INSPECTION BY APCO ENGINEER.
2. CUSTOMER TO LEAVE A NYLON PULL CORD IN PRIMARY CONDUIT.
3. APCO CABLE MUST PASS AT LEAST 12" UNDER ALL WATER, GAS, PHONE, ETC.
4. ELECTRICAL CONTRACTORS TO LEAVE ADEQUATE CABLE LENGTHS (4' MIN.) FOR APCO TO MAKE CONNECTIONS TO LOW SIDE TERMINALS OF TRANSFORMER.
5. METER TROUGH TO BE 200AMP 3 WIRE SOCKET MOUNTED WITH CUSTOMER OWNED DISCONNECT AT A HEIGHT BETWEEN 48" AND 72". CUSTOMER SERVICE RISER TO BE APPROVED BY APCO.
6. TRANSFORMER TO BE LOCATED WITHIN 20' OF PAVED AREA ACCESSIBLE TO TRUCKS.
7. ONE 3/4" X 10' GALVANIZED GROUND ROD TO BE FURNISHED BY APCO AND INSTALLED BY CUS AS SHOWN IN DETAIL "A"

BUILDING # 31

BOOK 888 PAGE 327

ROTOR CO

CENTER

BOOK 888 PAGE 327

INVERNESS

RUN 1
RUN 2 450

EXISTING
PROPOSED

CUSTOMER SPECIFIC
UCD - RESPONSIBILITIES

POWER
SPECIFIC UCDs

INSTALLED MATERIALS

SUPPLY & INST

CONDUIT FOR U.G. SERVICE (CUST. PROVIDE PULL WIRE)	CONDUIT FOR U.G. SERVICE (CUST. PROVIDE PULL WIRE)
CONDUIT FOR U.G. PRIMARY (CUST. PROVIDE POLE WIRE)	CONDUIT FOR UNDERGROUND PRIMARY (CUST. PROVIDE POLE WIRE)
BENDS 5" PVC 1-45° 1-90° 36" RADIUS	BENDS 5" PVC 1-45° 1-90° 36" RADIUS
METER TROUGHS	METER TROUGHS
MANHOLE RINGS AND COVERS	MANHOLE RINGS AND COVERS

OPEN AND CLOSE TRENCHES PER APCO SPECIFICATIONS	CONCRETE PADS FOR 100% UNDERGROUND SERVICE
CUSTOMER OWNED SERVICE CONDUIT & CONDUCTORS	UNDERGROUND PRIMARY
CONCRETE PADS FOR 3 PHASE TRANSFORMERS	LOW VOLTAGE CABLE C
METER CONDUIT PER APCO SPECIFICATIONS	METERS
CONCRETE PADS FOR SECTIONALIZING DEVICES	SERVICE RISERS
CONCRETE PADS FOR TRANSLOCATION	PRIMARY RISERS
MANHOLES AND PULL BOXES PER APCO SPECIFICATIONS	
PROTECTIVE COVERS FOR EQUIPMENT	

2" UNDER

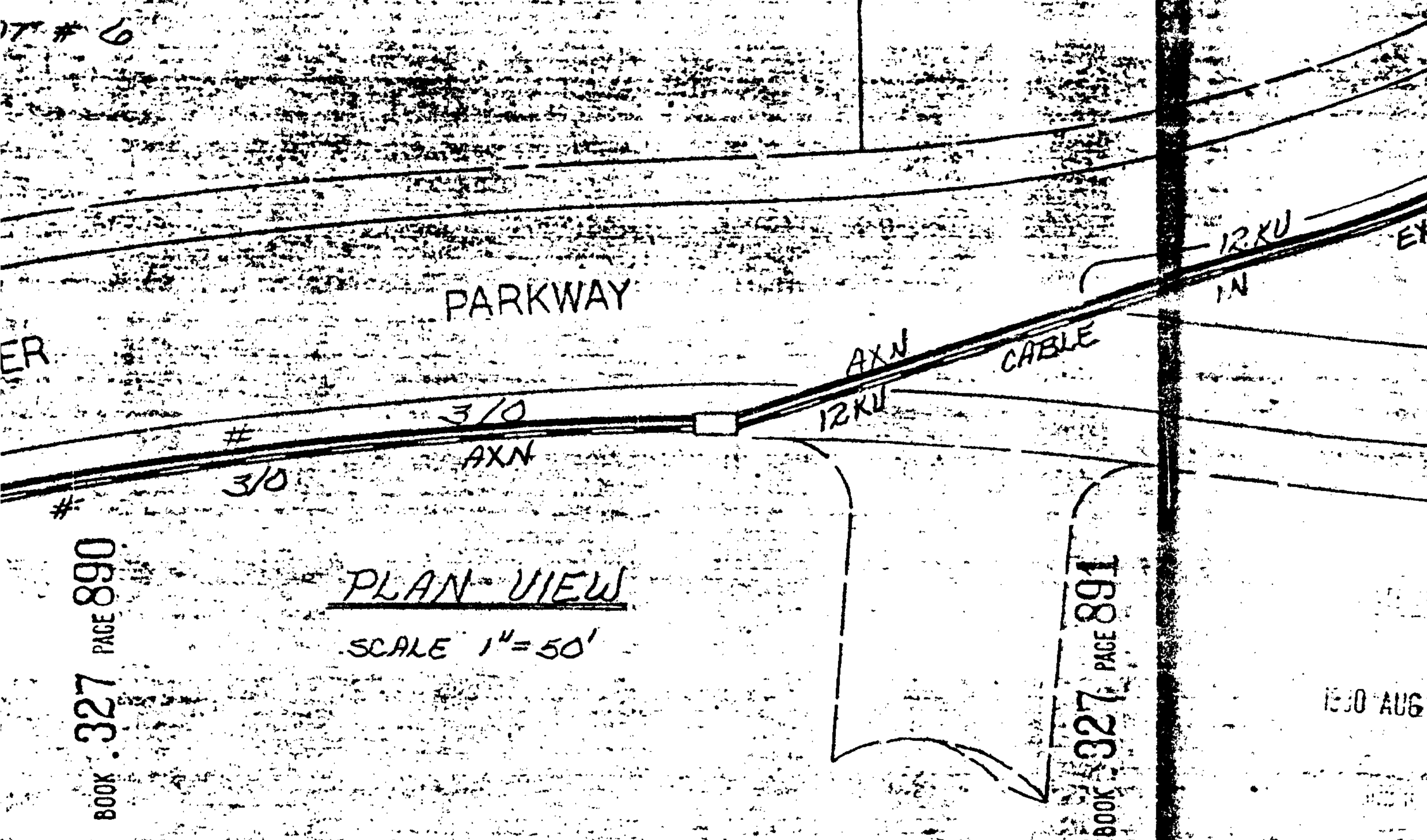
EQUATE
TO MAKE
5 OF

3 SOCKET
DISCONNECT
CUSTOMER
PCO.
20' OF

D TO BE
BY CUSTOMER

LOT #5

APCO TO FURNISH
INSTALL 12KU CAP



BOOK 327 PAGE 890

BOOK 327 PAGE 891

150 AUG

POWER COMPANY UCD RESPONSIBILITIES

SUPPLY MATERIALS

UG. SERVICE (EXCLUDES BLDG. RISER)

UNDERGROUND "PRIMARY"

PVC 1-45° & 1-90° 36" RADIUS

GHS

GS. AND COVERS

TRANSFORMERS & CABLE CONNECTORS AT TRANSFORMER

WIRE STANDARDS

ERS

ERS

1 PHASE TRANSFORMERS

3 PHASE TRANSFORMERS

SECTIONALIZING

RE AND TRANSFORMERS

UCD COST TO CUST. TO

SIZE OF CUST MAIN	ESTIMATED CUST DEMAND KVA	UG PRIOR SERV LENGTH (FT.)	UG PRIMARY COND.	UG SERVICE COND.
200A	7.0	840	1/0 AXN	1/0 AXN

SERVICE TO BE 240 FT. MOET 1 PHASE 3 W

POINT FOR SERVICE CONTINGENT OBTAINING NEED
CALL MR. YOUNG 105 AABASTER DIS

FOR TRENCH & PAD INSPECTION

CUSTOMER TO PICK UP MATERIAL PROVIDED BY CO
THESE SPECIFICATIONS AND CCS ARE VALID FOR
RE-SUBMIT TO DIST. SUPT. AFTER THIS TIME

APPROVED

OWNER OR CONSULTANT DATE

APPROVED

R.R. MOORE
DISTRICT SUPERVISOR

1880

DATE

CHANGED KW DEMAND
TO KW DEMAND

DRAWN YOUNG CHECKED R. R. MOORE APPROVED
48-66

APPROVED

CUSTOMER TO INSTALL
 -5" PUC 45° BEND AT
 PULL BOX AND 1-5" PUC
 90° BEND AT TRANSFORMER.
 CUSTOMER TO INSTALL SERVICE
 RISER AND SERVICE ENTRANCE
 CONDUCTORS TO SECONDARY
 TERMINALS OF TRANSFORMER

CUSTOMER TO INSTALL I-RILIN
 5" CONDUIT (FURNISHED BY
 APCO) IN MINIMUM 48" TRENCH
 CUSTOMER TO CONTACT APCO
 ENGINEER BEFORE DIGGING
 UNDER PULL BOX.
 SEE TRENCH DETAIL SHEET #1

LOT #5

APCO TO FURNISH AND
 INSTALL 12KU CABLE

12 KU EXISTING
 IN 375 PROPOSED 25KVA 7.2KU
 PAD MOUNTED TRANSFORMER
 CUSTOMER TO PREPARE
 PAD SITE
 SEE DETAIL SHEET #1

19800811000087650 Pg 11/11 .00
 Shelby Cnty Judge of Probate, AL
 08/11/1980 00:00:00 FILED/CERTIFIED

AREA 'D'
 Deed Tax \$50
 Rec'd \$50
 Sale 4-00
 -18.00

327 168 891
 BOOK

TO CUST. TOTAL FIXED COST NORMAL DIST. COST SPECIAL DIST. COST

MATED ST. & LAND NAME	UG PRIOR SERV LENGTH (FT.)	UG PRIMARY COND.	UG SERVICE COND.	SIZE PAD MOUNTED TRANS (KVA)	TOTAL FIXED COST	NORMAL DIST. COST	SPECIAL DIST. COST	TOTAL CUST. COST
0	840	3/0 AXN		251	\$2959.55			\$2959.55

240 VOLTS 1 PHASE 3 WIRE

BE CONTINGENT ON OBTAINING NECESSARY RIGHTS OF WAY.
 UNG. OF ALABASTER DISTRICT PHONE 251-2061 EXT. 252

PAD INSPECTION
 PICK UP MATERIAL PROVIDED BY COMPANY AT PELHAM WAREHOUSE.
 CONDITIONS AND COST ARE VALID FOR 100 DAYS AFTER APPROVAL BY COMPANY
 DIST. SUPT. AFTER THIS TIME PERIOD.

ER OR CONSULTANT DATE

FORM F-BD-12043