

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

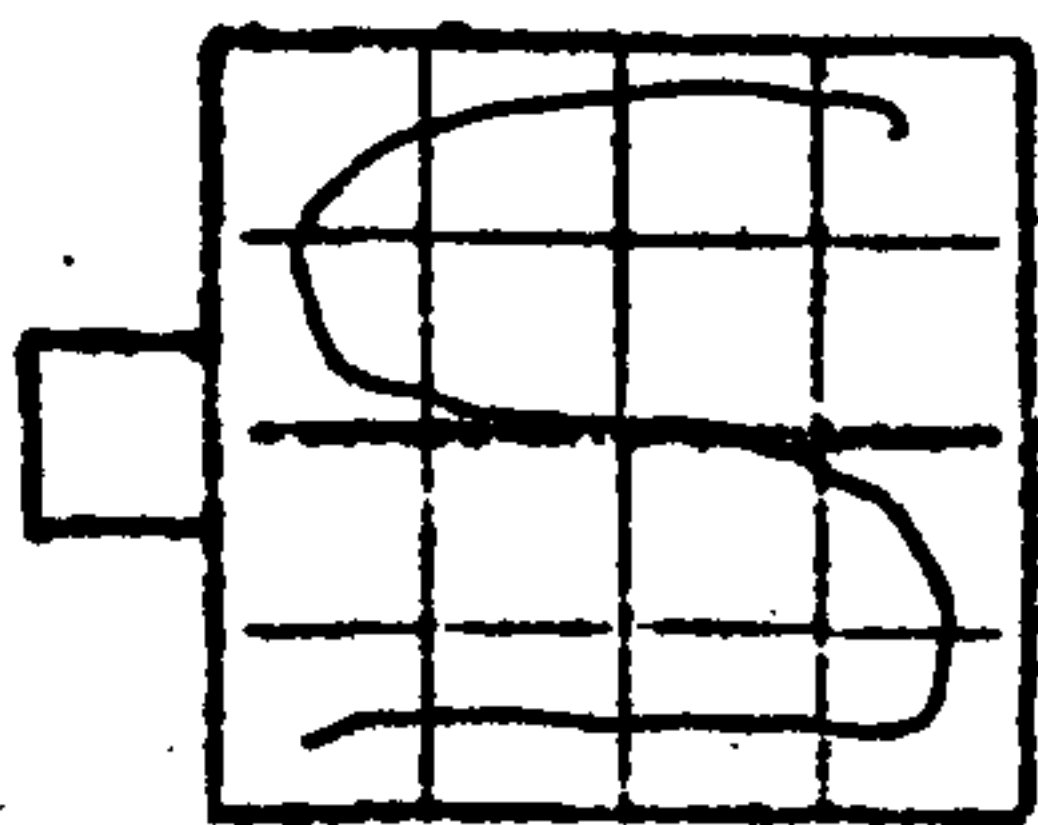
344
EASEMENT

443594

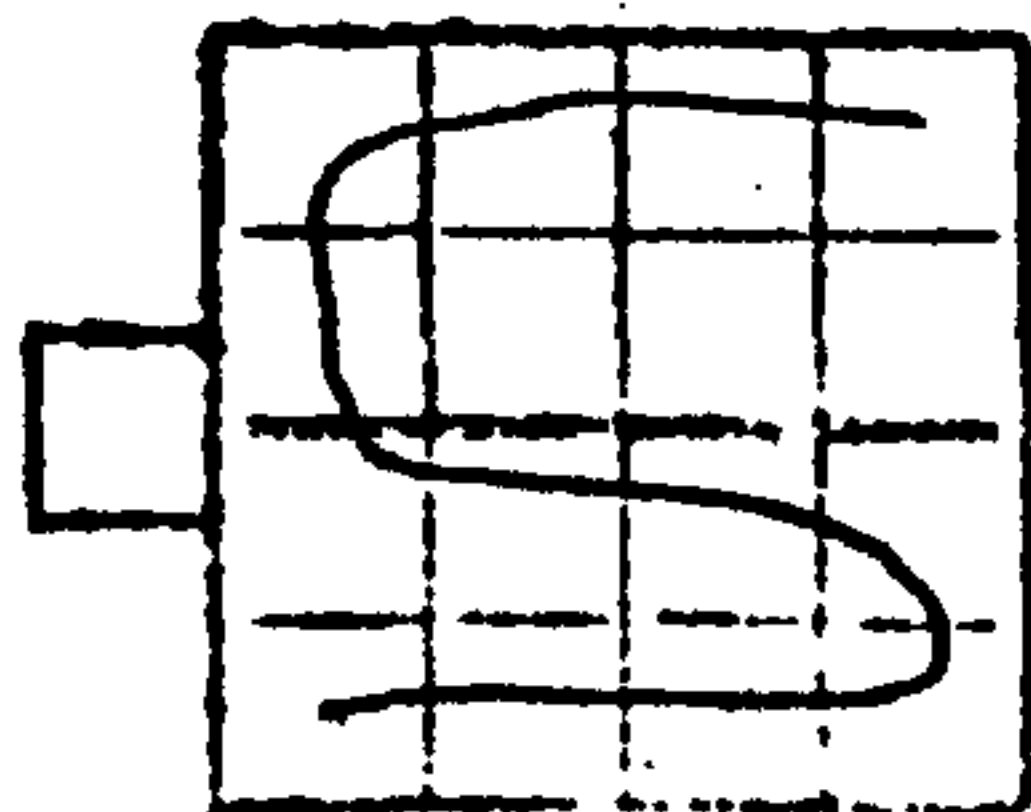
State of Alabama
County of Shelby

6010
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.



535 T18S R2W



536 T18S R2W

This instrument prepared in
the Office of the Real Estate
Department of the Alabama Power Co.
Birmingham, Ala.

By R. C. Caggin

John F. Powell, Jr. APCO (Pickup)

BOOK 327 PAGE 881

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 invitees, 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.

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. Jane Bue
Unofficial Witness

2154 TRADING CORPORATION

By: [Signature]

Title: VICE PRESIDENT

Attest: [Signature]

Title: Assistant Secretary

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

Walter Heglar
Unofficial Witness

ALABAMA POWER COMPANY

By: [Signature]

Title: Vice President

Attest: [Signature]

Title: Secretary

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

(Corporate Seal), , ,

[Signature]
me

EXISTING

2 RUNS

100
DOWN
TO
IN

CUS
5"
FROM
EXIST
PROB
FROM
EXIST
CUSTOM
AND SE
TO SEC
SEE D

CUSTOMER SPECIFIC UGD RESPONSIBILITIES

INSTALL MATERIALS

CONDUIT FOR U.G. SERVICE (CUST. PROVIDE PULL WIRE)	
CONDUIT FOR T.B. PRIMARY (CUST. PROVIDE PULL WIRE)	X
BENDS 5" PVC 90° 36" RADIUS (2694)	X
METER TRENCHES	X
METER RINGS AND COVERS	
SUPPLY & INSTALL MATERIALS	
OPEN AND DRESS TRENCHES PER APCO SPECIFICATIONS	X
CUSTOMER OWNED SERVICE CONDUIT & CONDUCTORS	X
CONCRETE SLABS FOR 3 PHASE TRANSFORMERS	
METER CONDUIT PER APCO SPECIFICATIONS	
CONCRETE SLABS FOR SECTIONALIZING DEVICES	
CONCRETE SLABS FOR TRANSFORMERS	
MANHOLE REVISIONS WHILE BOXES PER APCO SPECIFICATIONS	
PROTECTIVE BARRIERS FOR TRENCHES PER APCO SPECS	
CONTENT FOR B.B.C. AREA	

TRENCH 15701

五、六、七、八、九、十、十一、十二、十三、十四、十五、十六、十七、十八、十九、二十、二十一、二十二、二十三、二十四、二十五、二十六、二十七、二十八、二十九、三十、三十一、三十二、三十三、三十四、三十五、三十六、三十七、三十八、三十九、四十、四十一、四十二、四十三、四十四、四十五、四十六、四十七、四十八、四十九、五十、五十一、五十二、五十三、五十四、五十五、五十六、五十七、五十八、五十九、六十、六十一、六十二、六十三、六十四、六十五、六十六、六十七、六十八、六十九、七十、七十一、七十二、七十三、七十四、七十五、七十六、七十七、七十八、七十九、八十、八十一、八十二、八十三、八十四、八十五、八十六、八十七、八十八、八十九、九十、九十一、九十二、九十三、九十四、九十五、九十六、九十七、九十八、九十九、一百

SC-91B-3887

APR 29 1964

25-1105-1

1990

一、

COAST
FURN
11577
9700

THE

100

SEAT
CASH

100

FIVE FEET
UNDER

PLATE

卷一百一十五

記本

SWITCHGEAR
CUSTOMER TO
TOO ENGINEER
DIGGING UNDE

308

TO INSTALL 1 RUN
T IN MINIMUM 48" TRENCH
IDES. 2-90° BENDS 36" RADIUS
EUPHNET 81-9400-1-1

2577A 2212

TRANSFORMER TO PREPARE 72IN SITE

INSTALL SERVICE RACK
ENTRANCE CONDUCTORS
WATER TUBES OF TRANSFORMER

FUTURE SERVICE
FOI 2071759

EXP
SOIL
PRE
ROLLS

ANALYSIS

012 123456789

THE POWER COMPANY TAKING CARE OF YOUR RESPONSIBILITIES

0110 0118 0119

THE UNIVERSITY OF CHICAGO

THE UNIVERSITY OF CHICAGO PRESS

1954年11月1日

ICS 5-ND-CC-ER-50

STEEL MAT

ADMITTANCE TO THE COURSE

10758142P: 6741020R51E

CD, CASH, CREDIT TOTAL

LOREN TROTT

DEUS FLEXIBILIS
DEUS FLEXIBILIS

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----

240 VOL

100

1. DE SERVICE CONTINGENT ON INDENTURE
2. YOUNG

RECEIVED

PRELIMINARY

DETAILS
WOOD SPECIFICATIONS
SCHEDULE 5
92

92



ENGINEER PAUL
SWITCHGEAR
CUSTOMER TO
APCO ENGINEER BEFORE
DIGGING UNDER AND

FURNISHED BY APCO
INSTALLED BY CUSTOMER

5" PUG CONDUIT
FURNISHED BY APCO
INSTALLED BY CUSTOMER

[illegible]

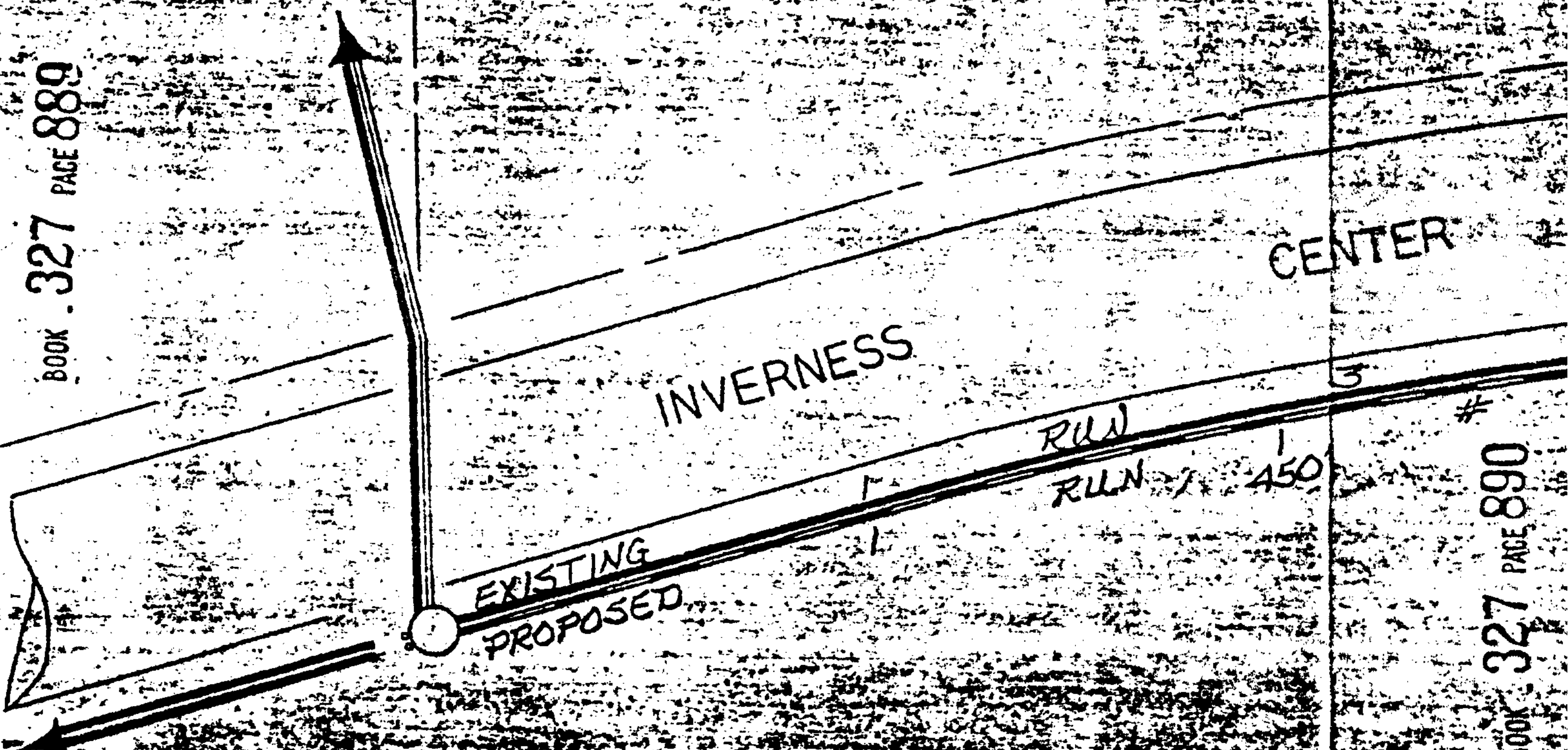
SERVICE CONTINGENT ON OBTAINING NECESSARY RIGHTS OF WAY
 R. YOUNG, JR. OF ALABASTER DISTRICT PHONE 251-2061 EXT. 252
 IN HIS CAPACITY AS DISTRICT ENGINEER
 R. TO RICK BPT MATERIALS PROVIDED BY COMPANY AT PEIHAM, ALABAMA
 SPECIFICATIONS AND COST ARE VALID FOR 180 DAYS AFTER APPROVAL BY
 COMMIT TO DIST. SUPPLY AFTER THIS TIME LAPSE
 ED

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 EUS AS SHOWN IN DETAIL "A".

BUILDING # 31

BOOK 327 PAGE 889



BOOK 327 PAGE 890

CUSTOMER SPECIFIC UCD RESPONSIBILITIES

POWER SPECIFIC UCD

INSTALL MATERIALS

SUPPLY MATERIALS

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

CONDUIT FOR U.G. SERVICE	☒
CONDUIT FOR UNDERGROUND PRIMARY	☒
BENDS 5" PVC 1-45° & 1-90° 36" RADII	☒
METER TROUGHS	☒
MANHOLE RINGS AND COVERS	☒

SUPPLY & INSTALL MATERIALS

SUPPLY & INSTALL MATERIALS

OPEN AND CLOSE TRENCHES PER APCO SPECIFICATIONS	☒
CUSTOMER OWNED SERVICE CONDUIT & CONDUCTORS	☒
CONCRETE PADS FOR 3 PHASE TRANSFORMERS	☒
METER CONDUIT PER APCO SPECIFICATIONS	☒
CONCRETE PADS FOR SECTIONALIZING DEVICES	☒
CONCRETE PADS FOR TRANSFERENCE	☒
MANHOLES AND PULL BOXES PER APCO SPECIFICATIONS	☒
PROTECTIVE DEVICES FOR CONDUITS	☒

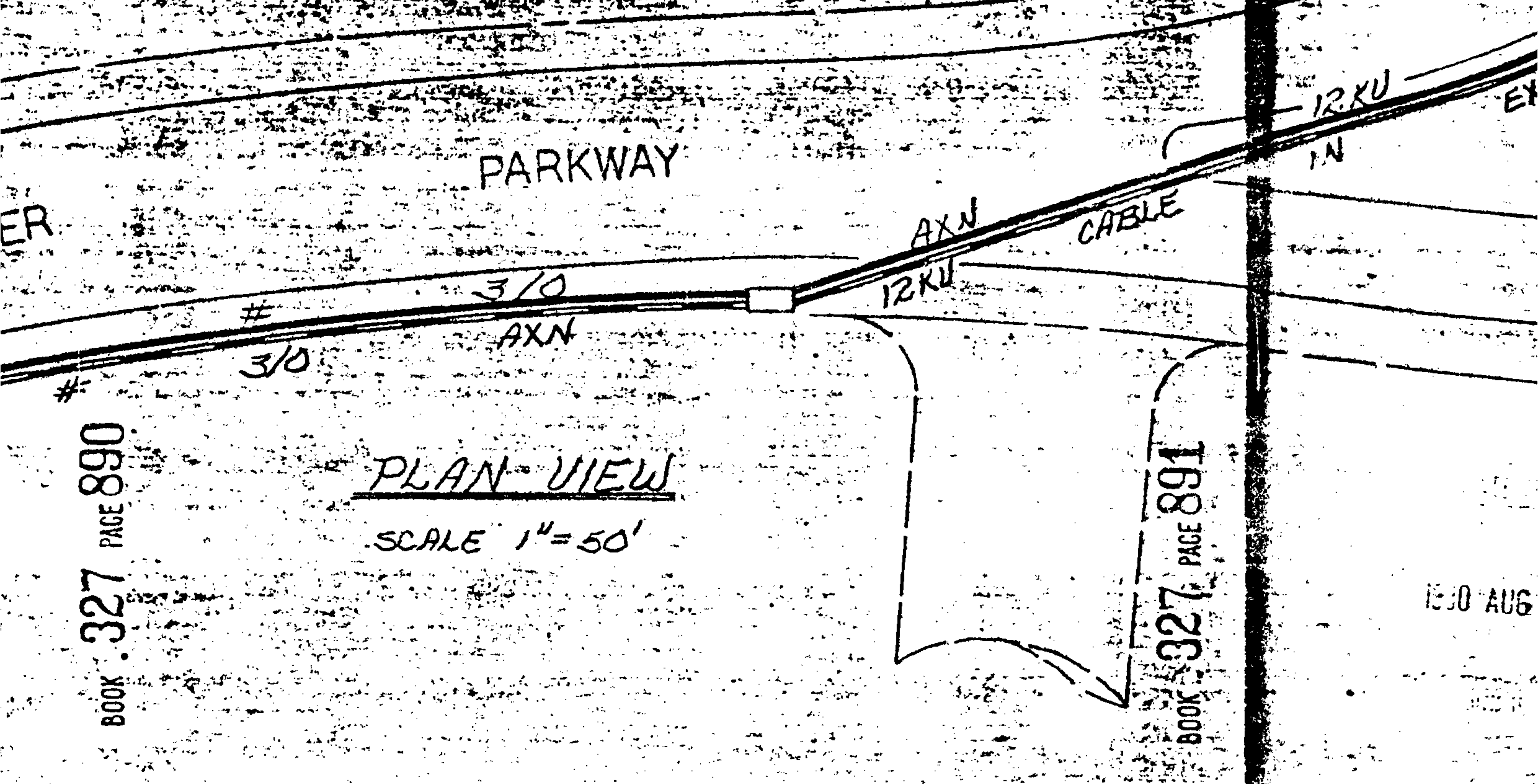
CONCRETE PADS FOR 10' UNDERGROUND SERVICE	☒
UNDERGROUND PRIMARY	☒
LOW VOLTAGE CABLE C	☒
METERS, SERVICE RISERS	☒
PRIMARY RISERS	☒

2" UNDER
EQUATE
O MAKE
S OF
E SOCKET
CONNECT
CUSTOMER
PCO.
20' OF
O TO BE
BY CUSTOMER

LOT #5

APCO TO FURNISH
INSTALL 12KV CABLE

LOT #6



BOOK 327 PAGE 890

BOOK 327 PAGE 891

POWER COMPANY
ELECTRIC UCD RESPONSIBILITIES

APPLY MATERIALS

UG SERVICE (EXCLUDES BLDG RISER)	
UNDERGROUND PRIMARY	☒
W/ 1-45° & 1-90° 3/4" RADIUS	☒
W/ HS	☒
UGS AND COVERS	

INSTALL MATERIALS

S. FOR 10 TRANSFORMERS	☒
SERVICE CONDUCTORS	
PRIMARY CONDUCTORS	☒
CABLE CONNECTORS AT TRANSFORMER	☒
AND STANDARD W/	☒
ERS	
ERS	
1 PHASE TRANSFORMERS	☒
3 PHASE TRANSFORMERS	
SECTIONALIZING	
RE AND TRANSFORMERS	

UCD COST TO CUST. TO

SIZE OF CUST. MAIN	ESTIMATED CUST. DEMAND KW	UG PRIOR SERV. LENGTH (FT)	UG PRIMARY COND.	UG SERVICE COND.
200A	7.0	840	1/0 AXN	
SERVICE TO BE 240V			1 PHASE	3 W

POINT OF SERVICE CONTINGENT ON OBTAINING NEEDED
CALL MR. YOUNG 4805 AABASTER DIST.
FOR TRENCH & PAD INSPECTION
CUSTOMER TO PICK UP MATERIALS PROVIDED BY CO.
THESE SPECIFICATIONS AND UCCS ARE VALID FOR
RE-SUBMIT TO DIST. SUPT. AFTER THIS TIME

APPROVED _____ OWNER OR CONSULTANT _____ DATE _____

APPROVED R.R. MOORE 4-8-80
DISTRICT SUPT. DATE

CHANGED KW DEMAND
TO _____ DEMAND

DRAWN YOUNG CHECKED R.R. MOORE 4-8-80
APPROVED _____

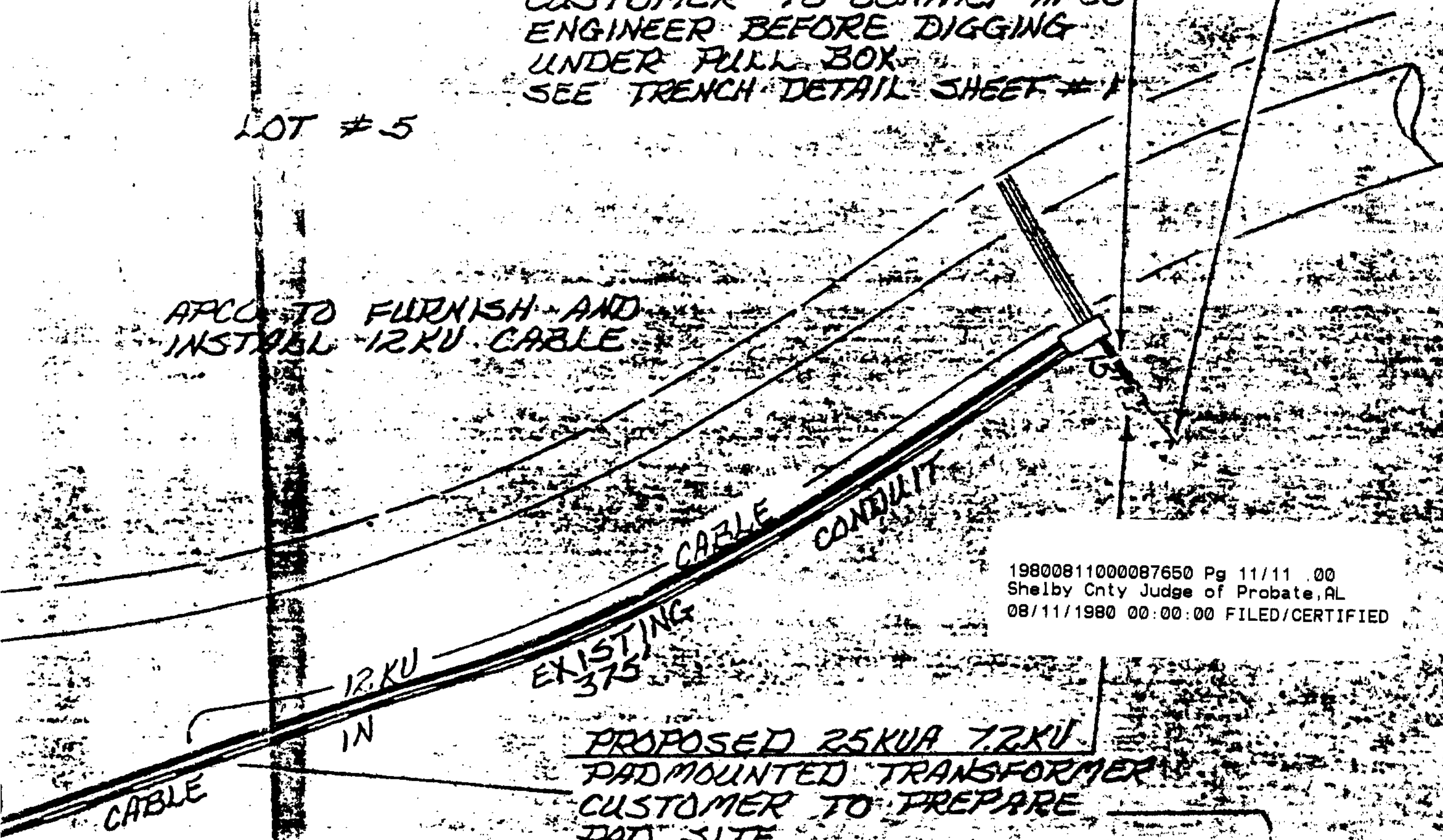
CUSTOMER TO INSTALL
5" PVC 45° BEND AT
PULL BOX AND 1-5" PVC
90° BEND AT TRANSFORMER

CUSTOMER TO INSTALL SERVICE
RISER AND SERVICE ENTRANCE
CONDUCTORS TO SECONDARY
TERMINALS OF TRANSFORMER

CUSTOMER TO INSTALL 1-RUN
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 12KV CABLE



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

PROPOSED 25KVA 7.2KV
PAD MOUNTED TRANSFORMER
CUSTOMER TO PREPARE
PAD SITE
SEE DETAIL "A" SHEET #1

BOOK 327 PAGE 891

STATE OF ALABAMA, SHELBY COUNTY
JUDGE OF PROBATE

AREA 'D'

Rec'd tax 150
Rec'd 1650
Set 4-00
1800

1980 AUG 11 PM 1:11

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

MATED	UG	UG	UG	SIZE	PAD	TOTAL	NORMAL	SPECIAL	TOTAL
ST. 3	PRIOR	SERV	COND	TRANS	MOUNTED	FIXED	DIST	DIST	CUSTOMER
LAND	LENGTH	(FT.)	COND	(KVA)		COST	COST	COST	COST
0	840	3/0AXN		25		\$2959.55			\$2959.55

240 VOLTS 1 PHASE 3 WIRE

CE. 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
ATIONS 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

VIAD & MATHIS RE ALABAMA