

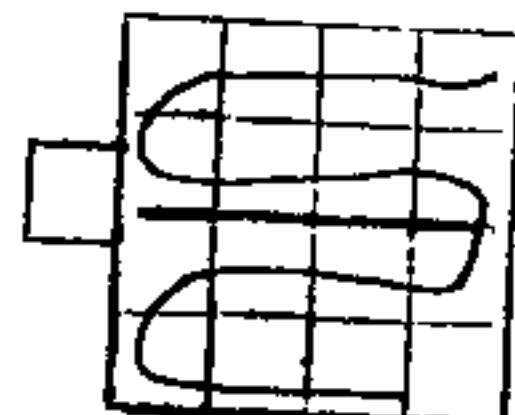
EASEMENT

1700-09-00001-305

66

State of Alabama

County of Shelby



S. 1 T. 19 S. R. 2 W.

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 DOLLARS (\$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 Section 1 of Township 19S, Range 2W of Shelby County, Alabama which portion is shown shaded in on the Exhibit "A" drawing, Sheet 1, attached hereto and made a part hereof, as furnished by ALABAMA POWER COMPANY, drawn by Knotts 3/18/83, approved by L. N. LeCroy 3/18/83, and approved by R. M. Waters 3/24/83, 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" drawing 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.

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.

Larry Gravitte Al. Power Co.

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OK
REC
7/13/83

OK

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 within 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 transmission 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 ten (10) foot wide strip as measured five (5) feet on each side of the centerline. The crossed area on Exhibit "A" drawing is a thirty (30) foot wide strip as measured fifteen (15) feet on each side of the centerline. The length of easement land is approximately 6,207 feet on Sheet 1. 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 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 set their hand and seals
on the 13th day of July, 1983.

As to 2154 TRADING CORPORATION:
Signed, sealed, and delivered
in the presence of:

Linda Lee Havin
Unofficial Witness

James H. Dunn
Notary Public

Notary Public, Georgia State at Large
My Commission Expires Dec. 7, 1986

2154 TRADING CORPORATION

By: Victor W. Turner

Title: VICE PRESIDENT

Attest: Christine M. Jones

Title: Assistant Secretary

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

Sara R. Parks
Unofficial Witness

Richard C. Blynn
Notary Public

ALABAMA POWER COMPANY

By: W. E. D.

Title: Vice President

Attest: Paul Bourn

Title: Secretary

APPROVED AS
TO TERMS AND
DESCRIPTION

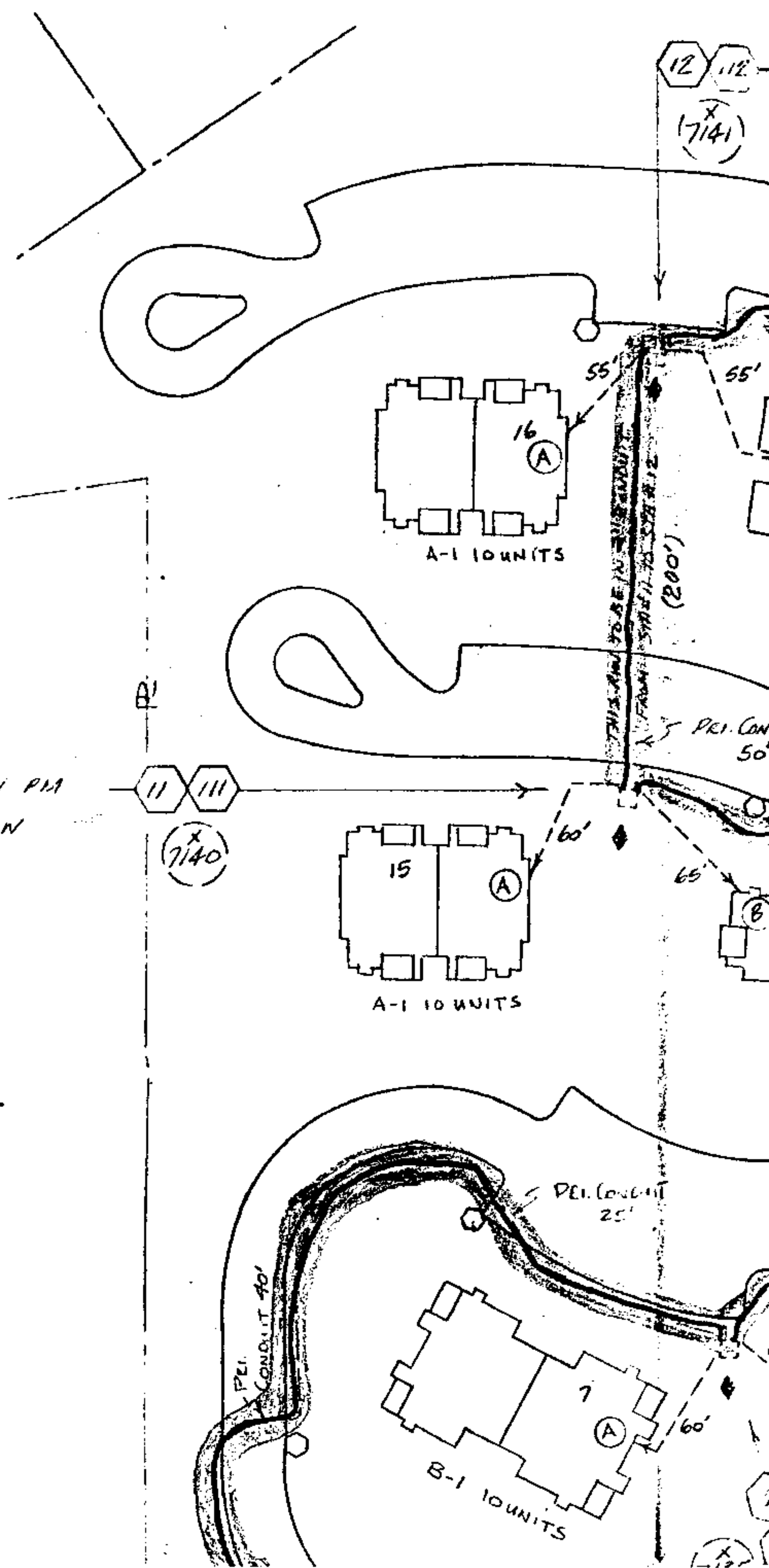
Richard C. Blynn
MANAGER, DISTRIBUTION
BY W. E. D.
MANAGER R/W AND LAND CO.,
CORPORATE REAL ESTATE

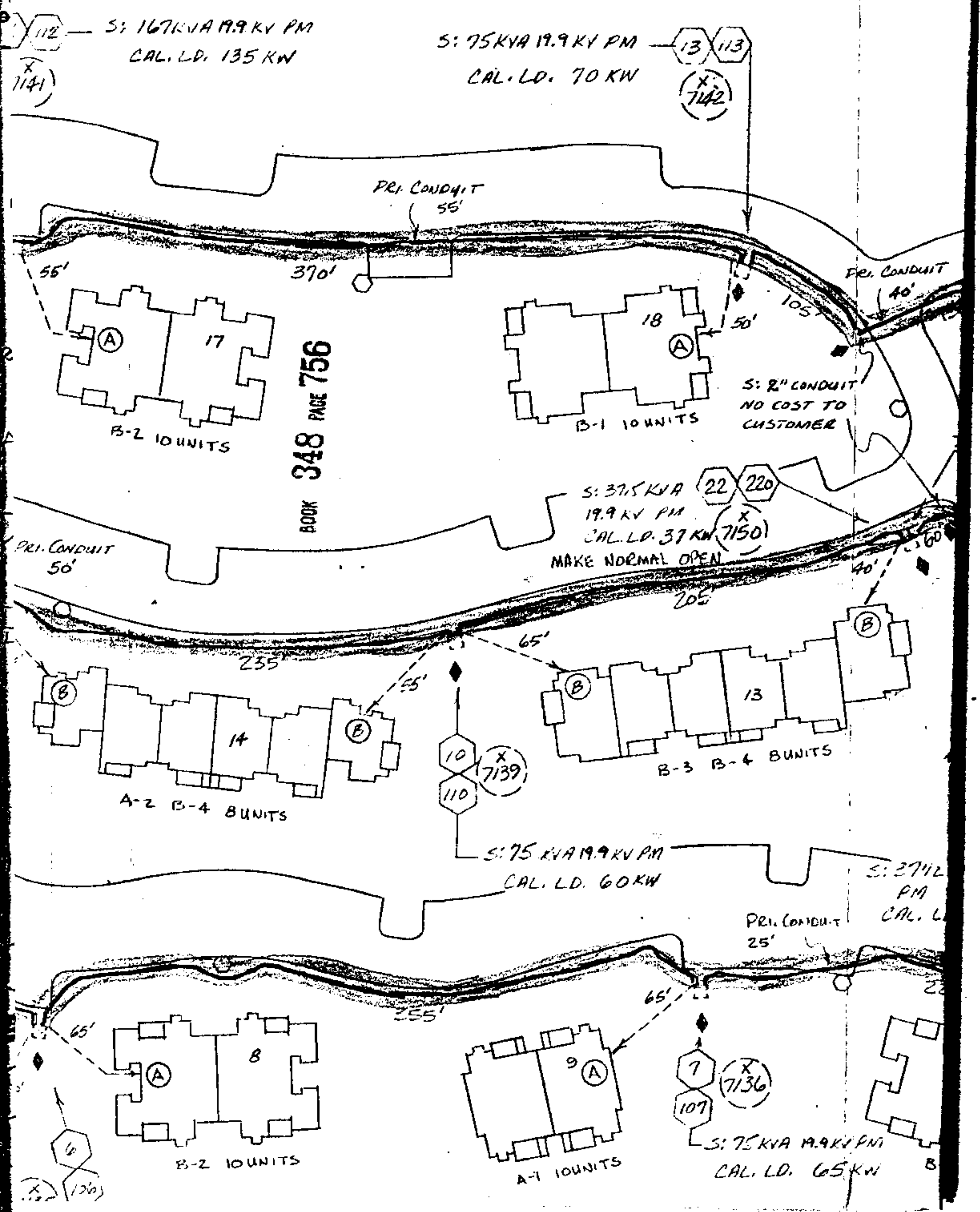
BOOK 340 PAGE 54

BOOK 348 PAGE 55

S: 100KVA 19.9KV PM
CAL. LD. 83KN

T. NIERKISS

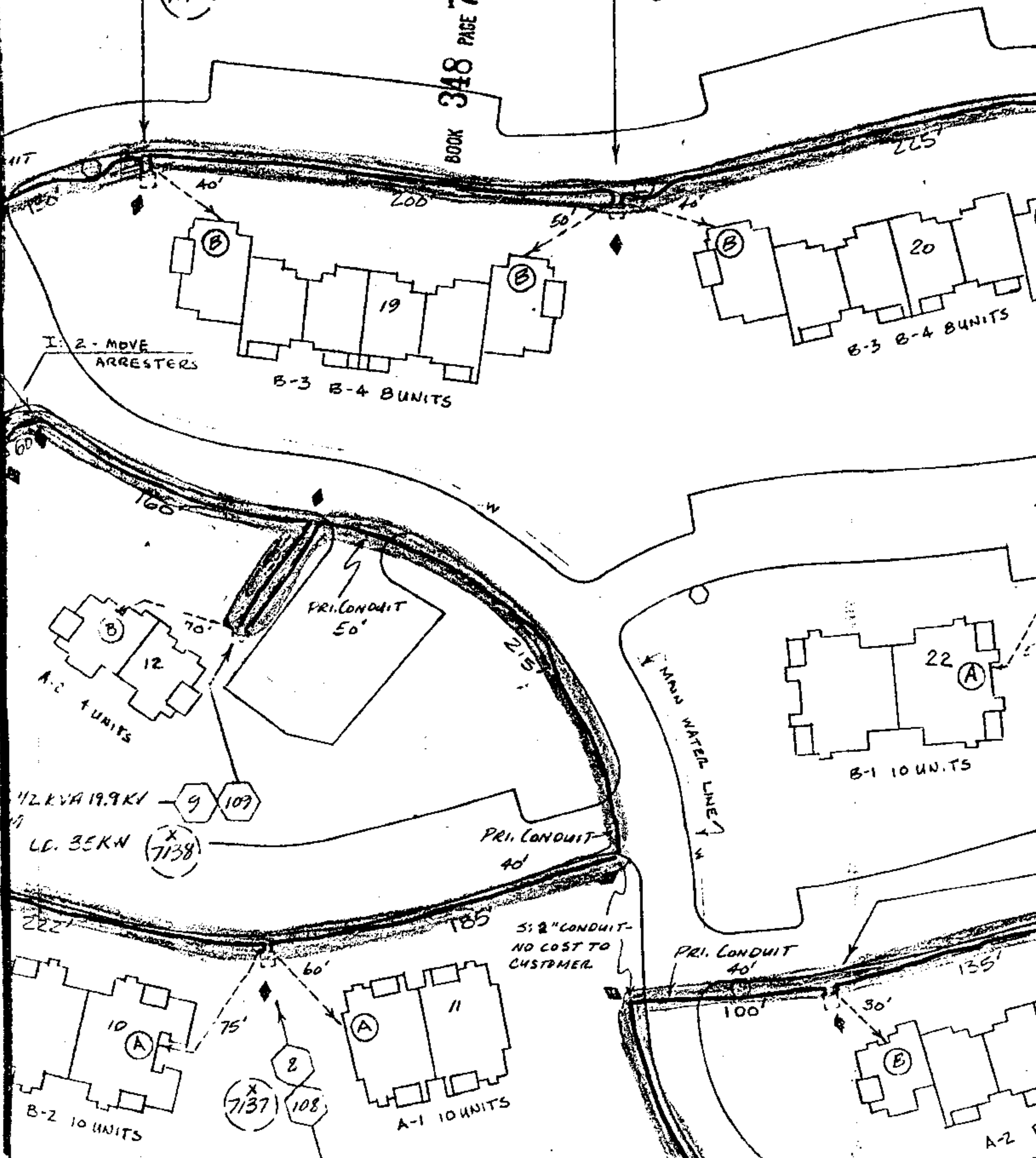


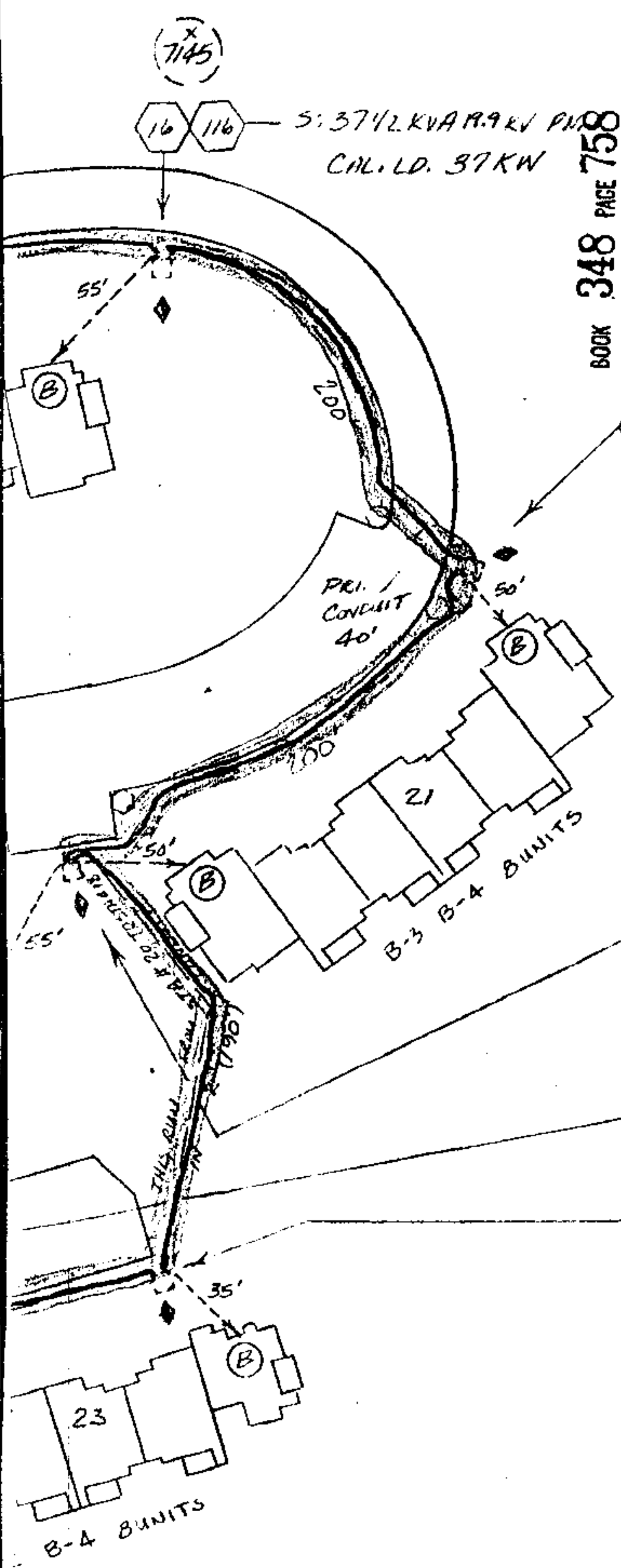


14 114 S: 37 1/2 KVA 19.9 KV PM
CAL. LD. 37 KW
(X 7143)

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15 115 S: 75 KVA 19.9 KV PM
CAL. LD. 61 KW
(X 7144)





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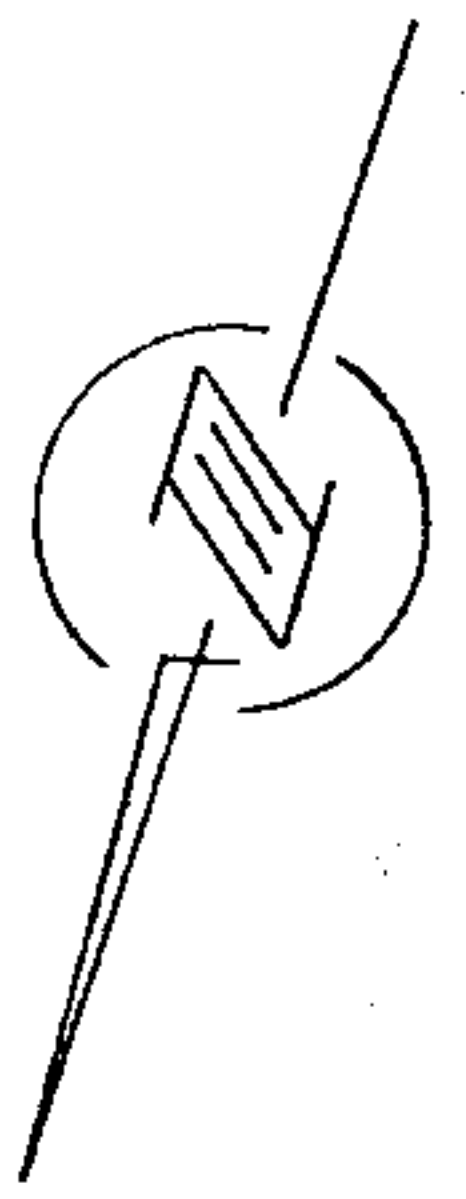
(X)
(7145)
16 116 — S: 37 1/2 KVA 19.9 KV PM
CAL. LD. 37 KW

(X)
(7146)
17 117 — S: 37 1/2 KVA 19.9 KV PM
CAL. LD. 37 KW

(X)
(7147)
18 118 — S: 100 KVA 19.9 KV PM
CAL. LD. 86 KW

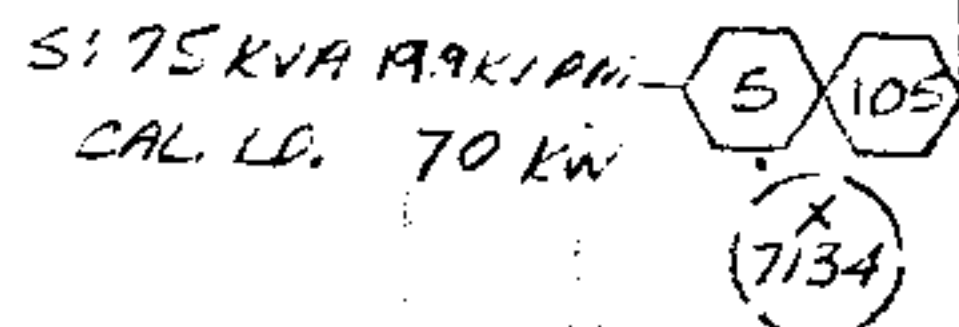
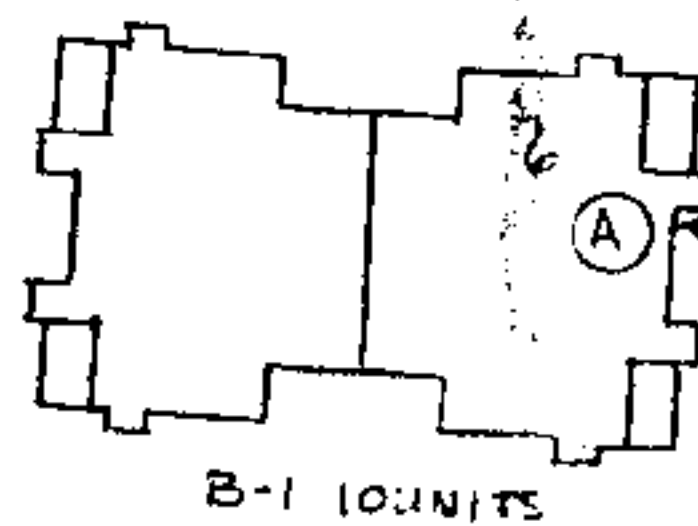
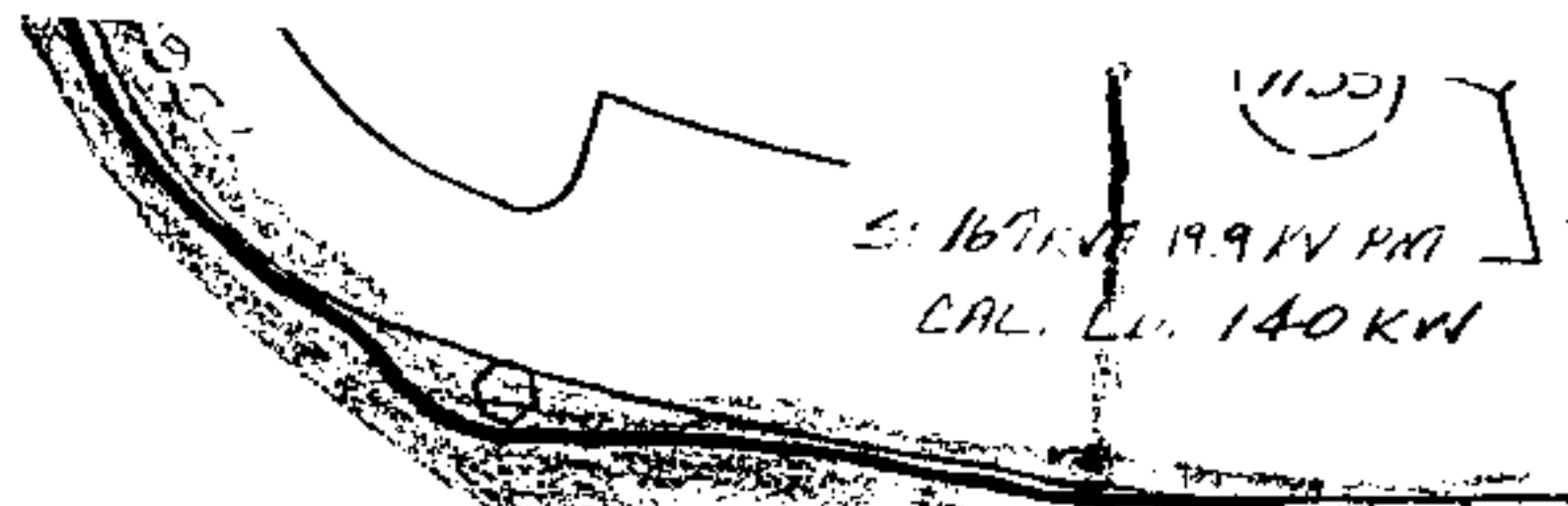
(X)
(7148)
19 119 — S: 37 1/2 KVA 19.9 KV PM
CAL. LD. 36 KW

(X)
(7149)
20 120 — S: 37 1/2 KVA 19.9 KV PM
CAL. LD. 36 KW



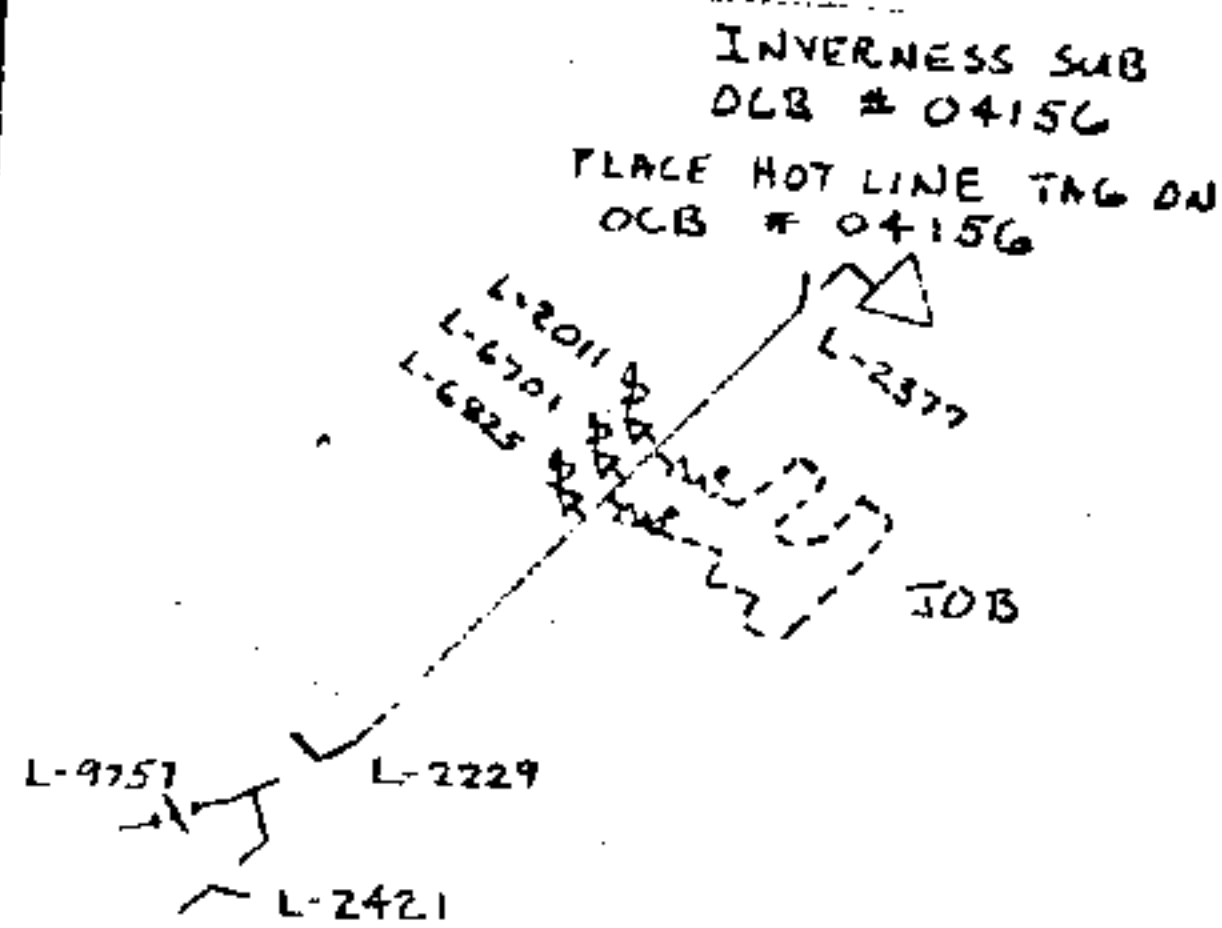
ELEMENTARY
SCHOOL

BOOK 348 PAGE 759



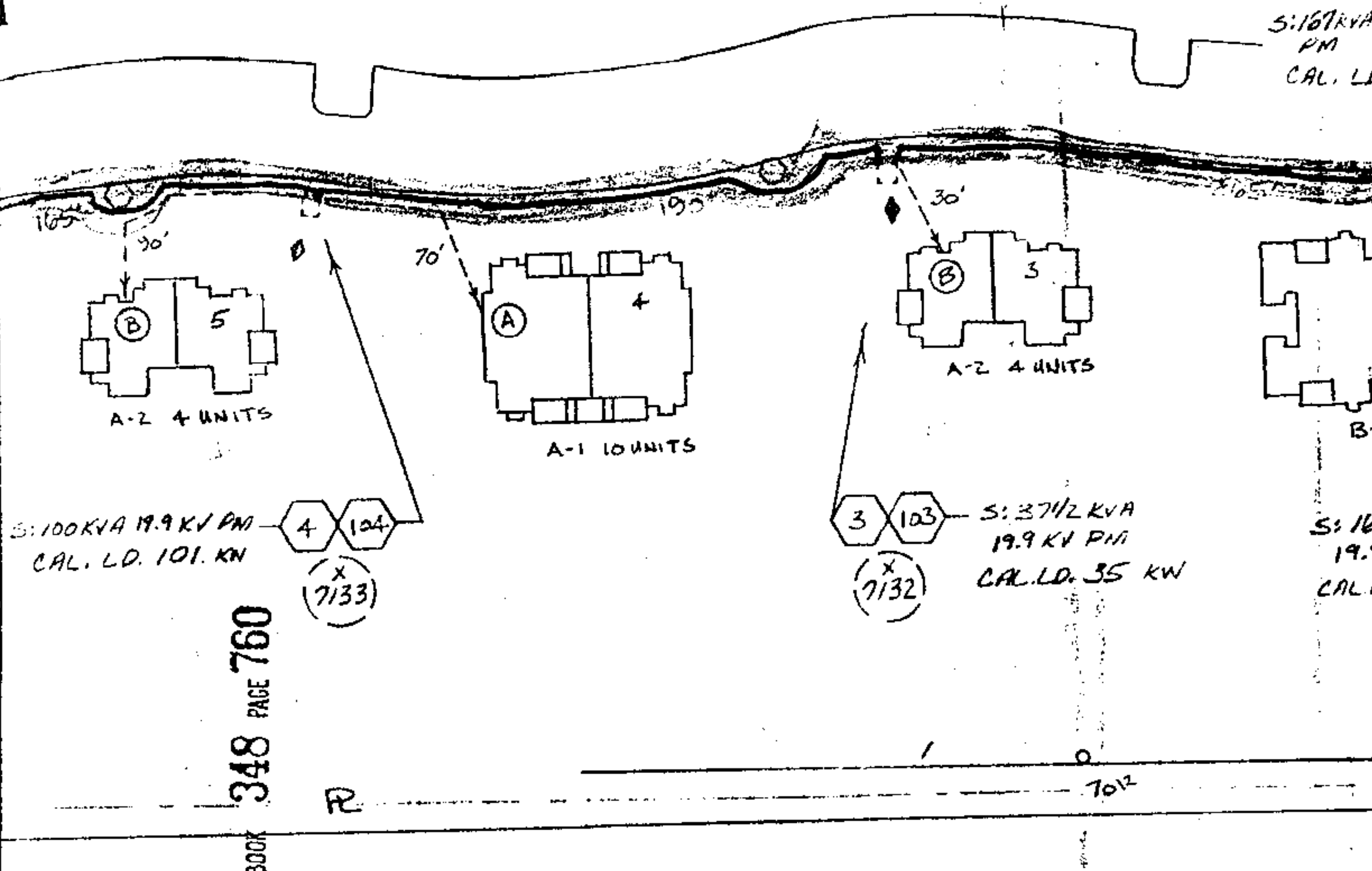
VALLEYDALE RD.

SECTIONALIZING



LEGEND-SYMBOLS

- PRI. CONDUCTOR 1# 1/0 AYN
- EICPT WHERE INDICATED IN
- - - SECONDARY & SERVICE LATERAL
- (A) 1# 4/0 & 2# 500 KCM AL 60
- (B) 1# 4/0 & 2# 500 KCM AL 60
- * CUSTOMER TO DO ALL SERV
- PROVIDE & INSTALL ALL SE
- STORM SEWER LOCATIONS
- [] PROPOSED PAD MOUNTED
- ◆ PRIMARY DISTANCE MARKER



110 35KV CABLE DIRECT BURIED
 IN 2" CONDUIT. (INSTALLED BY APCO)
 LATERAL CONDUCTOR (INSTALLED BY APCO)
 - 600V CABLE (2 RUNS)
 - 600V CABLE (1 RUN)
 SERVICE LATERAL TRENCHING AND
 - SERVICE LATERAL CONDUIT.
 DNS
 TRANSFORMER LOCATIONS
 MARKERS

RISER LOADING:

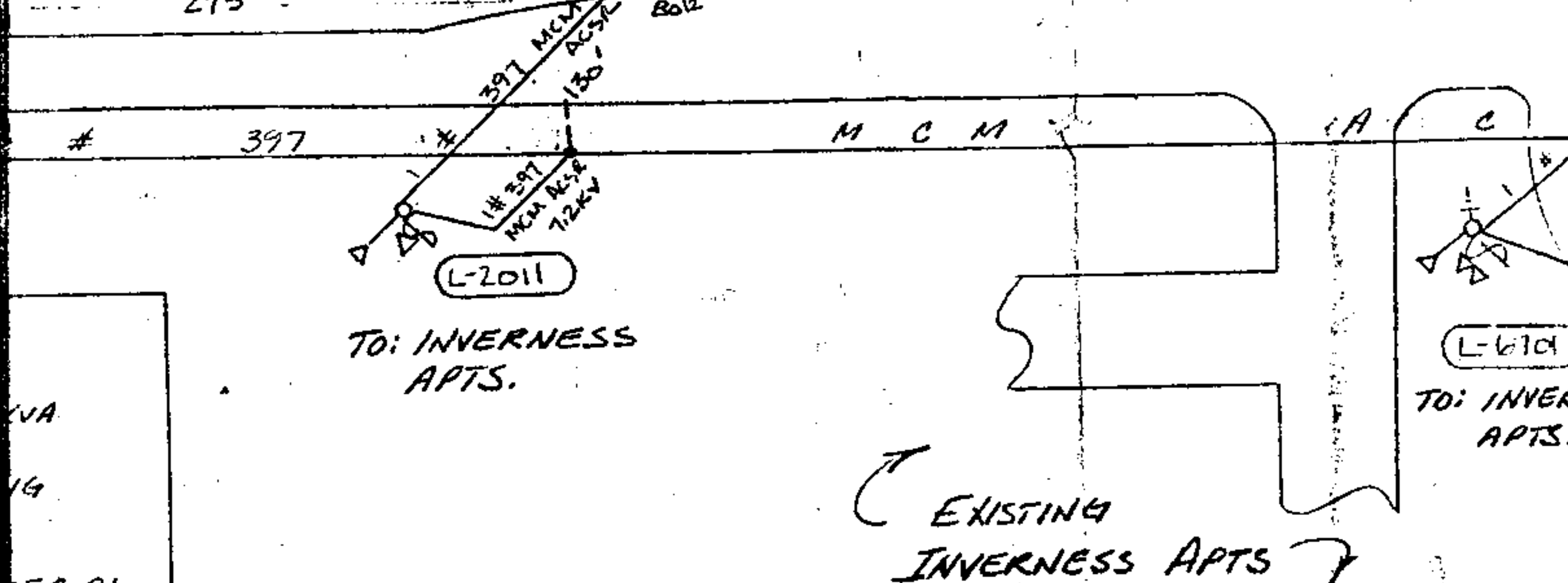
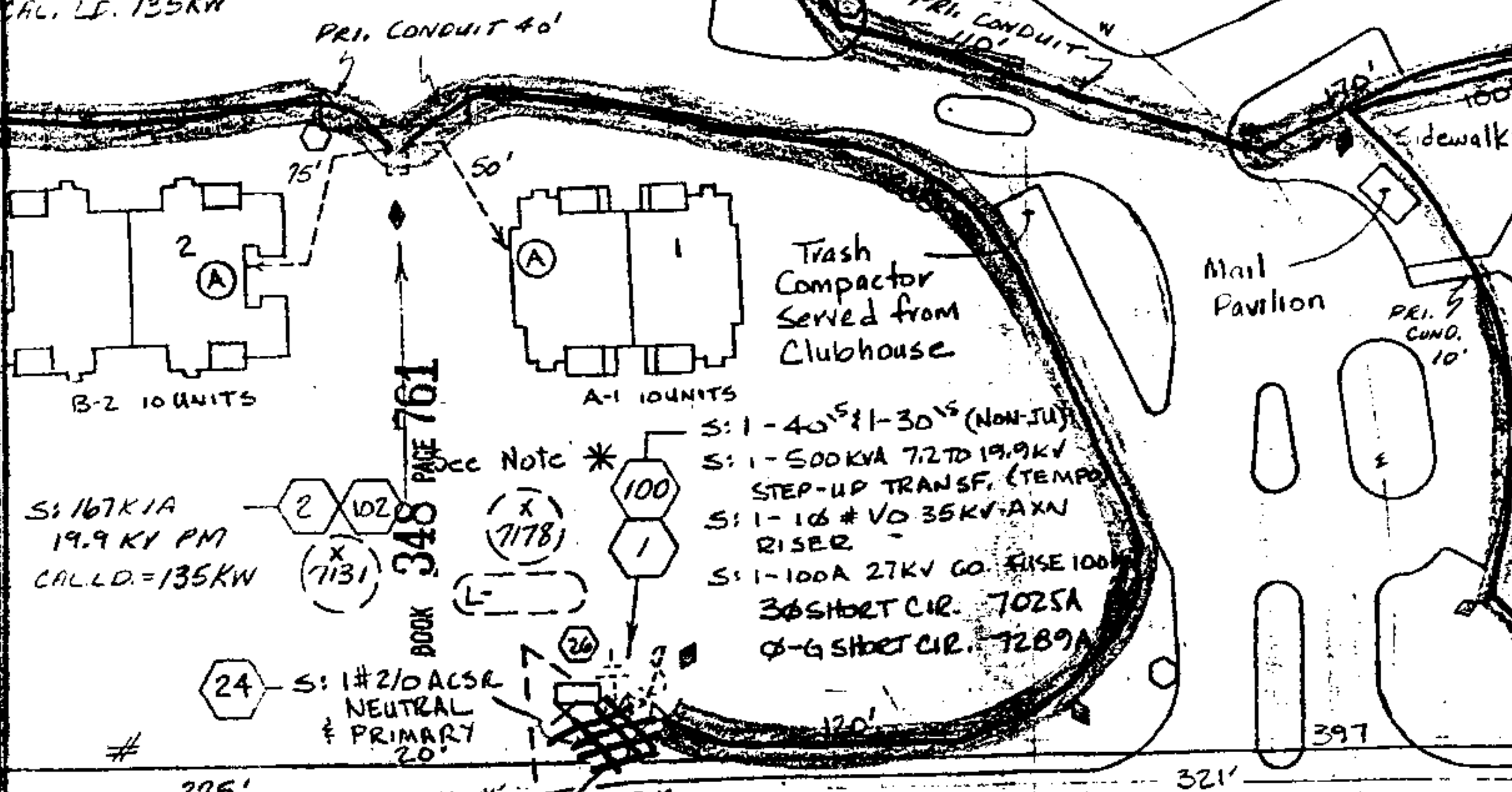
TOTAL CONNECTED - 1693 KVA

#110 AXN AMPACITY RATING
IN RISER - 151A

	RISER 1	RISER 2
KVA	863.5	829.5
@ 712KV ①	119.9A	115.2A
@ 19.9KV	43.4A	41.7A

① THE 712KV LOADING WOULD BE LIMITED TO 100A DUE TO FUSE

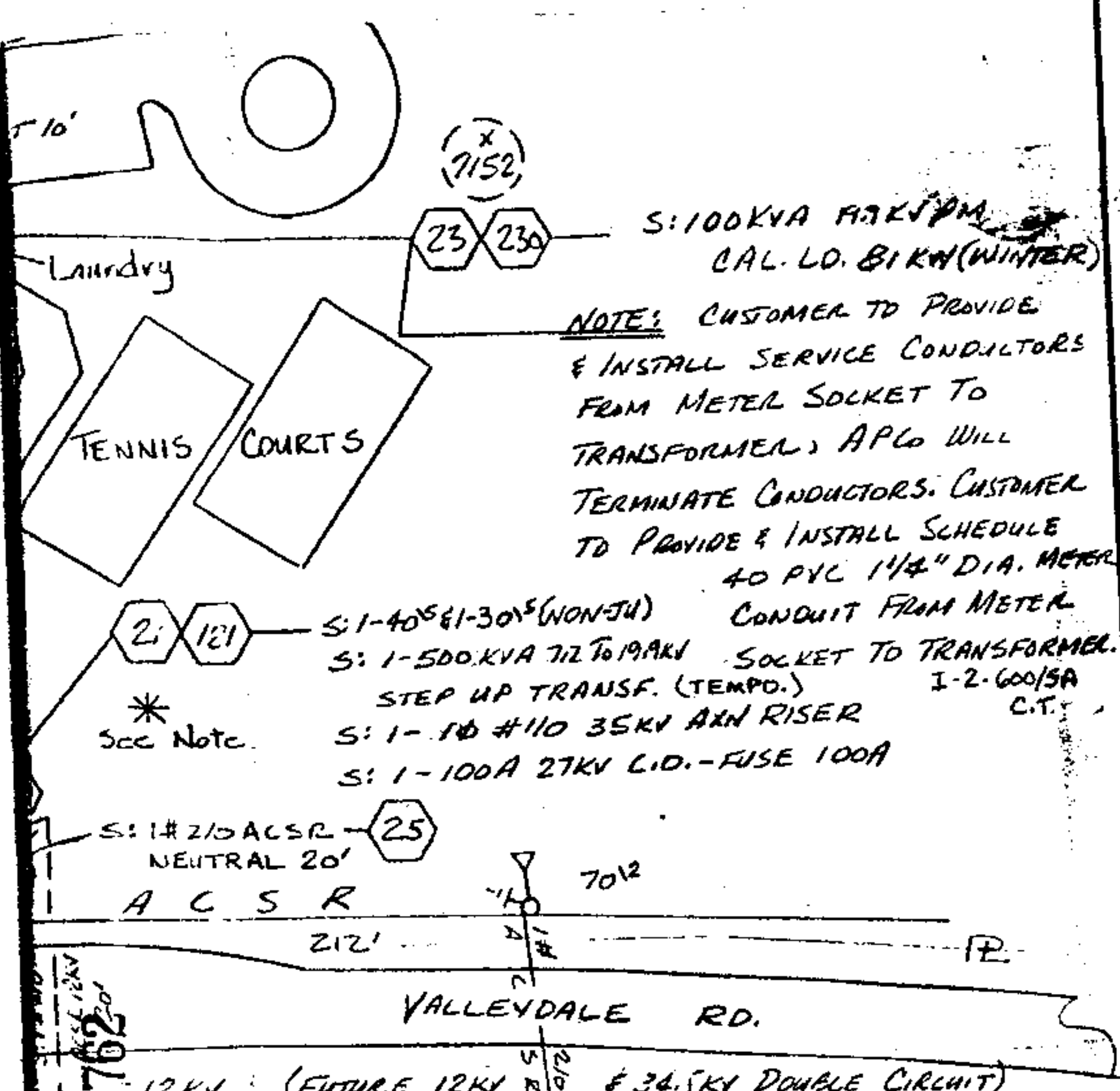
167KVA 19.9KV
CAL. LD. 135KW



VA
14
SER 21
29.5
15.2A
41.7A
D BE
FUSE REQ.

NOTES
* 1) TEMPORARY STEP UP TRANSFORMERS TO BE REMOVED WHEN 34.5 IS COMPLETED
2) WORK WITH 1700-40-00016-300

DRAWN E.W. KNOTTS CHECKED
APPROVED [Signature]
APPROVED R.M. Water



*
See Note

S: 1# 210 ACSR - (25)
NEUTRAL 20'
A C S R

VALLEYDALE RD.

12KV (FUTURE 12KV & 34.5KV DOUBLE CIRCUIT)

(L-6825)

TO: LA PETITE
ACADEMY

STATE OF ALA. SHELLEY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1983 AUG -1 AM 10:59

Thomas A. Shoultz
JUDGE OF PROBATE

and tax \$0
Rec. -18.00
11.00
19.50

BOOK 348 PAGE 702
PETITE
DENY

MAP REFERENCE <u>71845 Sh. 50</u>	
SECTION <u>1</u> TOWNSHIP <u>19S</u> RANGE <u>2W</u>	
ALABAMA POWER COMPANY	
JOB <u>ALABASTER 12 KV DISTRIBUTION</u>	
DETAIL <u>PROVIDE SERVICE TO 200 NEW UNITS FOR</u>	
<u>INVERNESS APTS - 44 120/240V</u>	
SCALE <u>N.T.S.</u>	B/M <u> </u>
SHEET <u>1</u> OF <u>1</u> SHEETS	
SUPERSEDES <u>NONE</u>	
C-1700-09-000013	

8.93
4.83