

EASEMENT - DISTRIBUTION FACILITIES
(Lot and Block)

TO BE RECORDED: YES x NO

This instrument prepared by:

STATE OF ALABAMA }
COUNTY OF Shelby }
TAX ID #

W.E. No. 61700-06-00105 & 61700-06-00175
Parcel No. 70159608
Transformer No. 13684

Valerie J. Acocella
Alabama Power Company
P. O. Box 2641
Birmingham, Alabama 35291

A. GRANT KNOW ALL MEN BY THESE PRESENTS, That Foothill Partners LLC

as grantor(s), (the "Grantor", whether one or more) for and in consideration of One and No/100 Dollars (\$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 cross-hatching 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"):

Lots 12 & 13 of Foothills of Chelsea, 3rd Sector Subdivision as recorded in Map Book 33, page 82 and being located in the NE 1/4 of the SW 1/4 and the SE 1/4 of the NW 1/4, all being in Section 27, Township 19 South, Range 1 West and recorded in Deed Record 2000-24817 and 2000-25055 all being recorded in the Office of the Judge of Probate in said County.

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

(Grantor) (SEAL)

Witness

(Grantor) (SEAL)

Witness

By: _____ (SEAL)
As:

IN WITNESS WHEREOF, the said Grantor, has caused this instrument to be executed by William D. Acton
its authorized representative, as of the 4 day of AUGUST, 2005.

ATTEST (if corporation) or WITNESS:

FOOTHILL PARTNERS LLC
(Grantor - Name of Corporation/Partnership/LLC)

By: _____
Its: _____

By: William D. Acton (SEAL)
Its: PARTNER
[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 SHELBY }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that William D. Acton
whose name as PARTNER of FOOTHILL PARTNERS LLC
a _____ [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 PARTNER and with full authority, executed the same voluntarily for and as the
act of said FOOTHILL PARTNERS LLC [acting in such capacity as aforesaid].

Given under my hand and official seal, this the 4 day of AUGUST, 2005.

[SEAL]

Valerie J. Acocella
Notary Public
My commission expires: August 13, 2005

For Alabama Power Company Corporate Real Estate Department Use Only

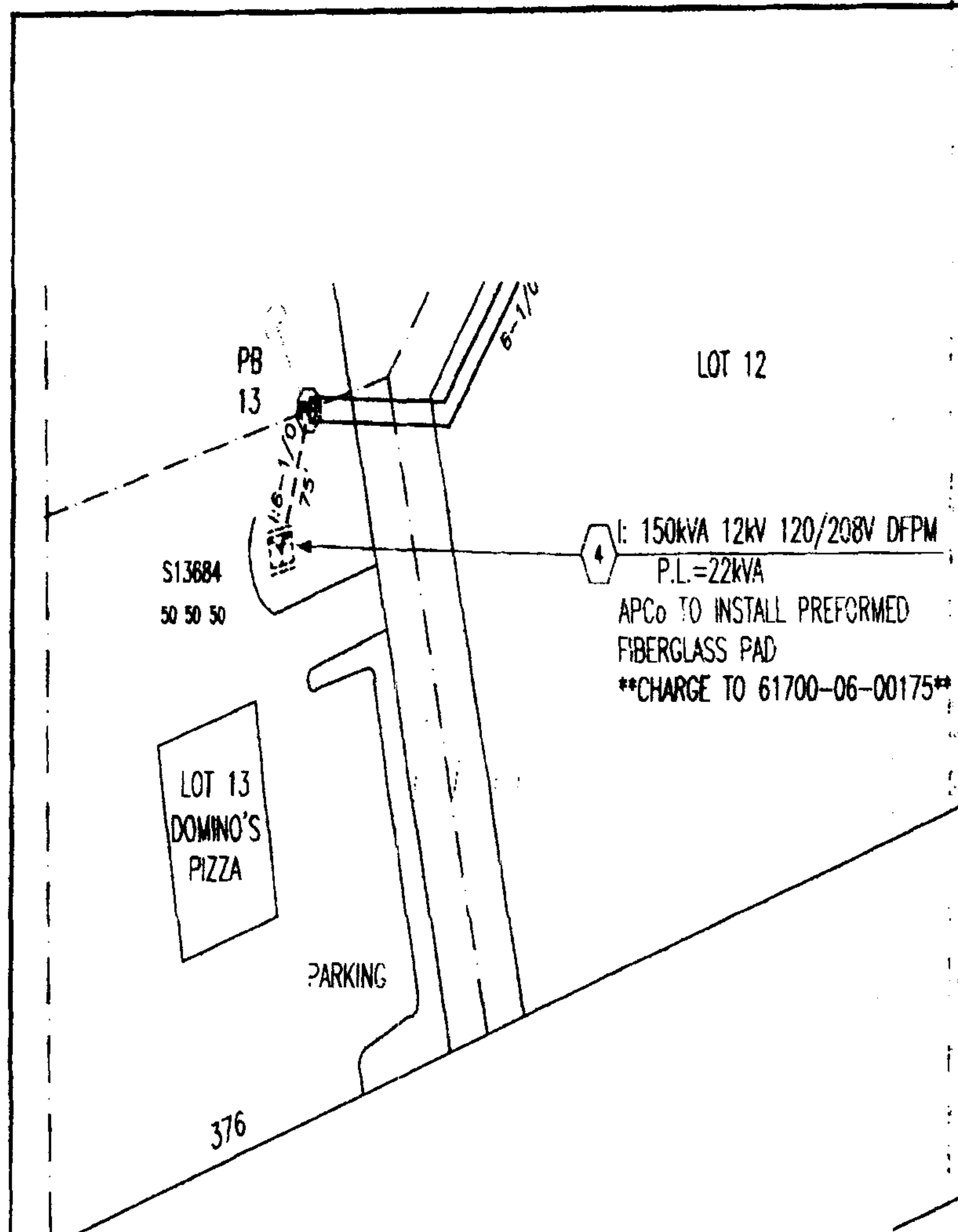
All facilities on Grantor: _____

Station to Station: STA 1+00 to STA 3+00



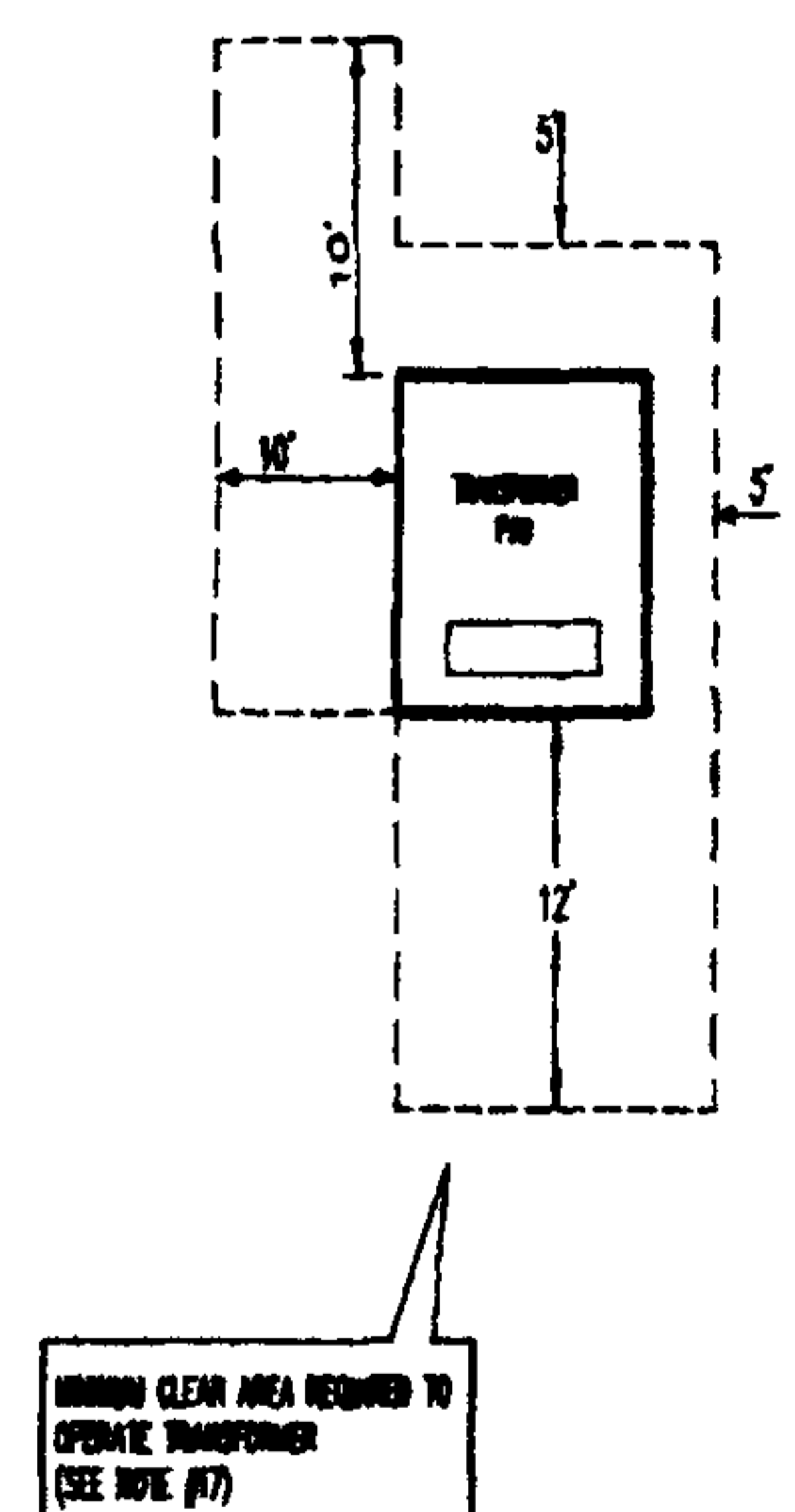
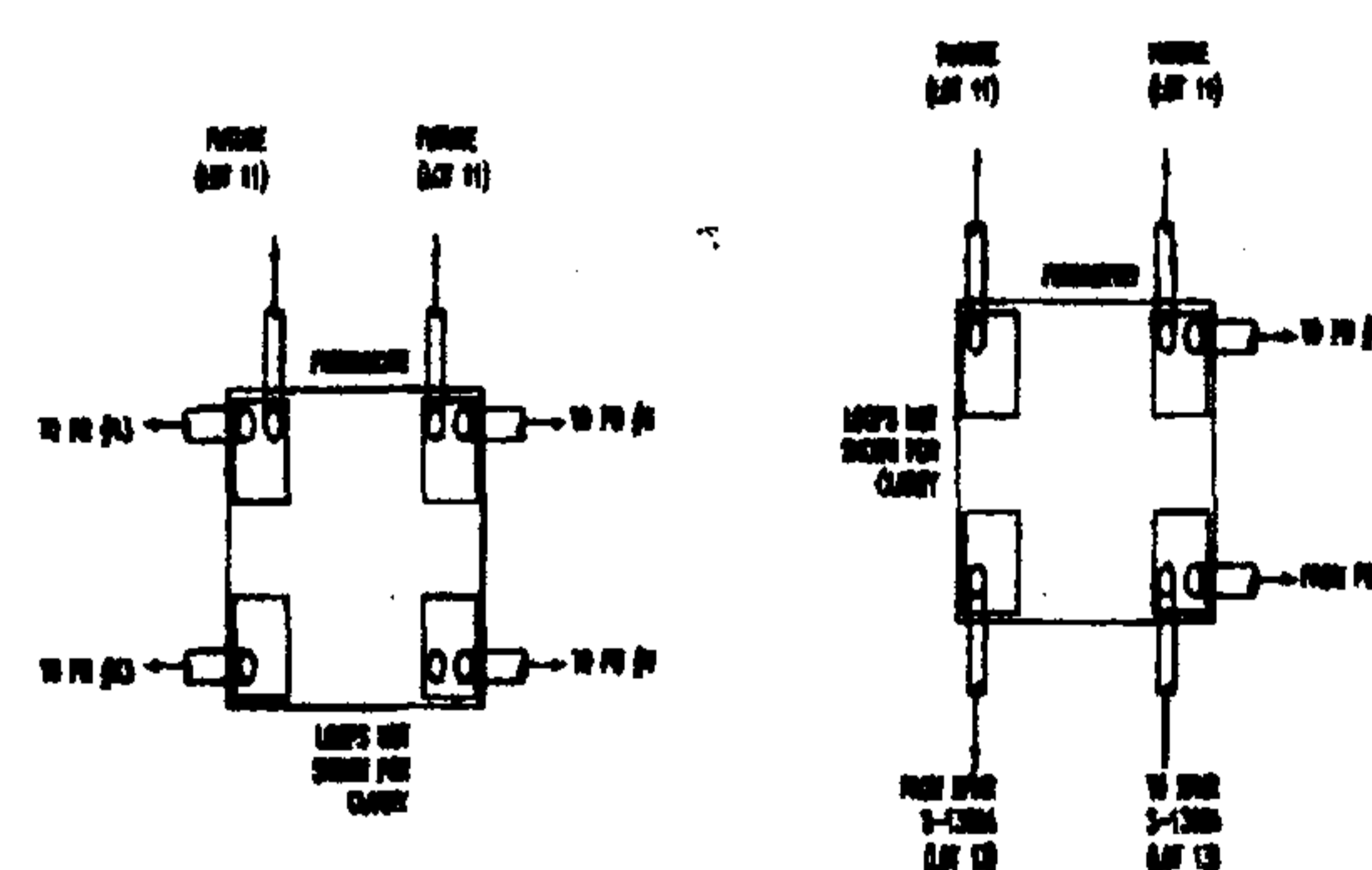
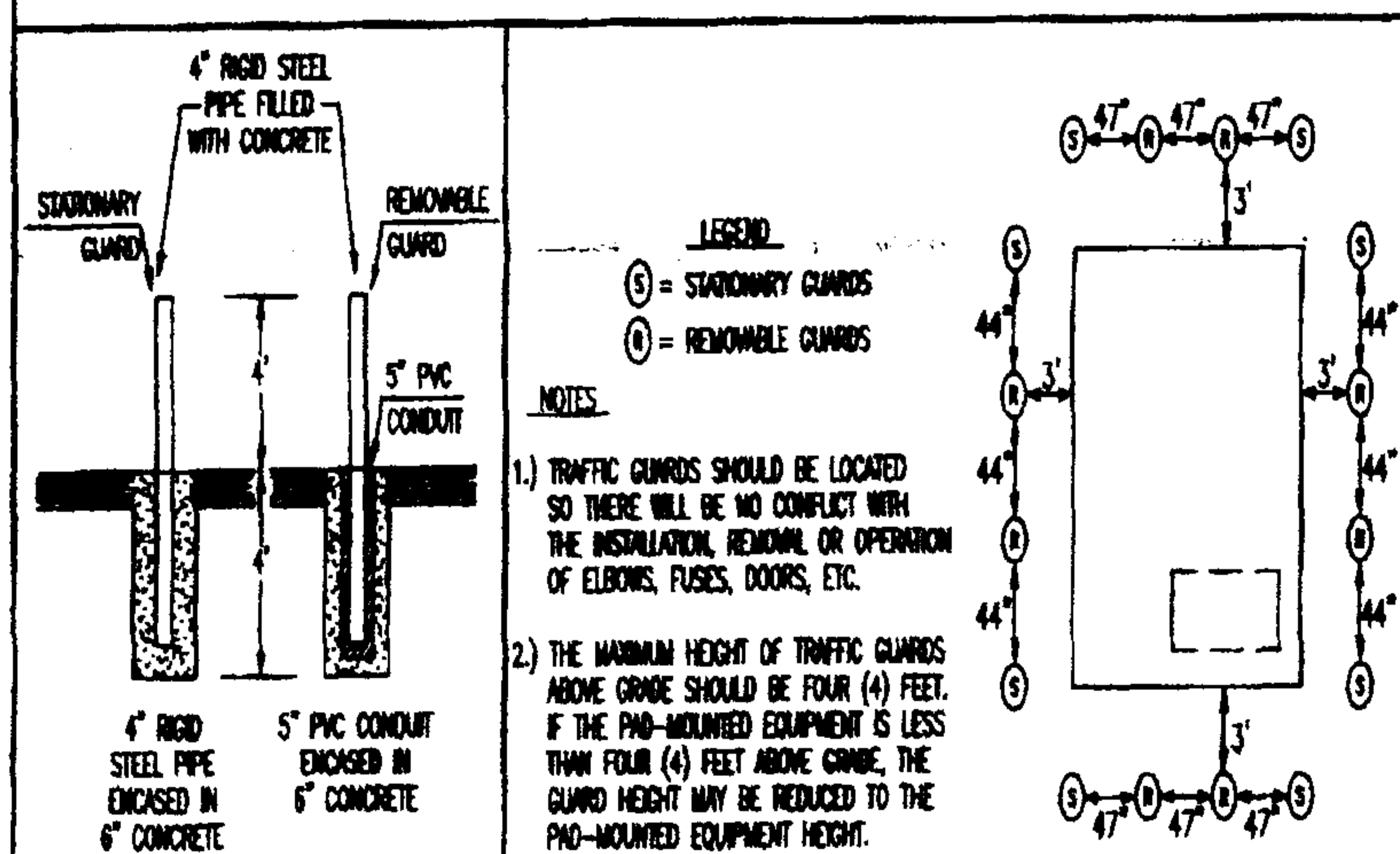
00543343037110

20051031000564160 3/4 \$20.50
Shelby Cnty Judge of Probate, AL
10/31/2005 12:34:27PM FILED/CERT



1. PAD SHOULD BE 8 IN. THICK, HAVE A 1 IN. BEVEL, AND BE POURED ON MINIMUM COMPACTED GRAVEL FILL THAT IS PLACED ON WELL COMPACTED
2. CONCRETE TO DEVELOP 3000 PSI COMPRESSIVE STRENGTH WITHIN 28 D. 1 IN. BEVEL ON ALL EDGES FLUSH WITH OTHER CONCRETE WORK.
3. PAD SHALL BE CURED AT LEAST 72 HOURS BEFORE TRANSFORMER IS IN
4. REINFORCE WITH NO. 4 BARS WITH A 12" X 12" GRID, 4 INCHES BELOW (EXCEPT AS SHOWN ON PAD DRAWING)
5. ALL CONDUIT TO EXTEND 1 IN. ABOVE TOP OF PAD.
RE-BAR NOT TO BE INSTALLED IN PRIMARY AND SECONDARY OPENINGS.
6. SECONDARY DUCTS SHALL BE LOCATED IN THE EXTREME RIGHT SIDE OF SECONDARY COMPARTMENT.
7. TWO 5/8 IN. X 10 FEET COPPER CLAD GROUND RODS & #2 SOLID CU TO BE FURNISHED BY ALABAMA POWER COMPANY AND INSTALLED BY THE
8. LEAVE A NYLON PULL CORD IN PRIMARY AND METERING CONDUIT.
9. CONTRACTOR SHOULD INSTALL A SPARE SECONDARY CONDUIT FOR FUTURE (3 IN. MIN.) FOR EVERY FOUR RUNS. _____ RUN(S) OF SPARE CONDUIT
10. METERING CONDUIT SHALL BE 1-1/4 IN. RIGID GALVANIZED CONDUIT OR 40 PWC WITH #8 CU GROUND WIRE, AND MUST BE INSTALLED WITHIN BOUNDS OF SECONDARY COMPARTMENT.
11. EXACT LOCATION OF APD METER SOCKET IS TO BE DETERMINED BY AP ENGINEER OR SERVICE SUPERVISOR. MINIMUM HEIGHT = 48 IN. AND 16 HEIGHT = 60 IN. ABOVE FINAL GRADE.
12. TRENCH FOR PRIMARY CONDUIT TO BE A MINIMUM OF 42 IN. DEEP WITH MINIMUM CLEARANCE FROM OTHER UTILITIES.
13. PAD FORMING AND CONDUIT TRENCH MUST BE INSPECTED BY APD ENG BEFORE CONCRETE IS POURED.
14. LEAVE _____ FEET OF SERVICE ENTRANCE CONDUCTORS FOR CONNECTING APD TO TRANSFORMER TERMINALS.
15. PROTECTIVE BARRIERS FOR TRANSFORMER SHALL BE 4 IN. MIN. RIGID GF PIPE 8 FT. LONG, FILLED WITH CONCRETE, EXTENDING 4 FT. BELOW AND FINAL GRADE LOCATED ADJACENT TO PAD AS SHOWN (IF APPLICABLE).
16. OWNER WILL BE REQUIRED TO FURNISH NECESSARY RIGHTS-OF-WAY FOR FACILITIES INCLUDING INGRESS AND EGRESS.
17. THERE SHALL BE NO ABOVE GROUND OBSTRUCTIONS SUCH AS FENCES, PLANTS, AIR CONDITIONERS, ETC. WITHIN 12 FEET OF THE FRONT, 10 FT. SIDE AND BACK OF THE TRANSFORMER AND WITHIN 5 FEET OF THE REAR (SEE CLEARANCE DIAGRAM)

12-V TRAFFIC GUARD ARRANGEMENT



CUSTOMER RESPONSIBILITY

INSTALL MATERIAL TO BE FURNISHED BY A.P.C.O.

CONDUIT FOR U.G. SERVICE (CUSTOMER PROVIDE FULL WIRE)
CONDUIT FOR U.G. PRIMARY (CUSTOMER PROVIDE FULL WIRE)
2 EACH - 5/8" x 10' GROUND RODS
METER TROUGH
PULL BOX(ES) PER A.P.C.O. SPECS.
#2 SOLID CU GROUND BUS

SUPPLY AND INSTALL MATERIALS

OPEN & CLOSE TRENCHES PER A.P.C.O. SPECS.
CUSTOMER OWNED SERVICE CONDUIT & CONDUCTORS
CONCRETE PADS FOR 3ø TRANSFORMERS
METER CONDUIT & PULL WIRE PER A.P.C.O. SPECS.
CONCRETE PADS FOR TUNNISCLOSURES
PROTECTIVE BARRIERS FOR EQUIPMENT PER A.P.C.O. SPECS.
CONDUIT FOR BUILDING RISER
GROUND ROD & GROUND WIRE
5' SCHEDULE 40 PVC CONDUIT, BENDS & COUPLINGS

APCO RESPONSIBILITY

SUPPLY MATERIALS

CONDUIT FOR U.G. SERVICE (EXCLUDES BUILDING RISER)
CONDUIT FOR U.G. PRIMARY & BELL END
2 EACH - 5/8" x 10' GROUND RODS
METER TROUGH
PULL BOX(ES)
#2 SOLID CU GROUND BUS

SUPPLY AND INSTALL MATERIALS

CONCRETE PADS FOR 10 TRANSFORMERS
UNDERGROUND SERVICE CONDUCTORS
UNDERGROUND PRIMARY CONDUCTORS
LOW VOLTAGE CABLE CONNECTORS AT TRANSFORMERS
METER, METER CABLE, G.T.'S () & P.T.'S ()
SERVICE RISERS
PRIMARY RISERS
PAD MOUNTED 10 TRANSFORMERS
PAD MOUNTED 30 TRANSFORMERS
TRANSFORMER & TRANS-CLOSURE(S)

* CHECK BOX IF C.T.'S & P.T.'S TO BE MOUNTED IN SECONDARY COMPARTMENT

UNIT COST TO CUSTOMER = TOTAL FIXED COST + NORMAL DIST. COST + SPECIAL DIST. COST + COST OF MATERIAL FURNISHED BY APCO

SIZE OF CUSTOMER MAIN	ESTIMATED CUSTOMER DEMAND (KVA)	U.G. PRIM. OR SERVICE LENGTH (FT.)	U.G. PRIMARY CONDUCTOR	U.G. SERVICE CONDUCTOR	SIZE - PAD MOUNTED TRANSF. (KVA)	TOTAL FIXED COST	NORMAL DISTANCE COST	SPECIAL DISTANCE COST	COST OF MATERIAL FURNISHED BY APCO	TOTAL CUSTOMER COST
200	27	25	1/000AL	N/A	150					

200	22	15	1/2 inch	4
SERVICE TO BE 120/208 VOLTS 3 PHASE 4 WIRE				

POINT OF SERVICE CONTINGENT ON OBTAINING NECESSARY RIGHTS-OF-WAY.

FOR TRENCH & PAD INSPECTION
CALL ERIC BRUSHER OF METRO SOUTH REGION, PHONE 226-1780

CALL ENGINEER AT ABOVE NUMBER FOR MATERIAL REQUESTION.

CUSTOMER TO PICK UP MATERIALS PROVIDED BY COMPANY AT VARIOUS WAREHOUSE

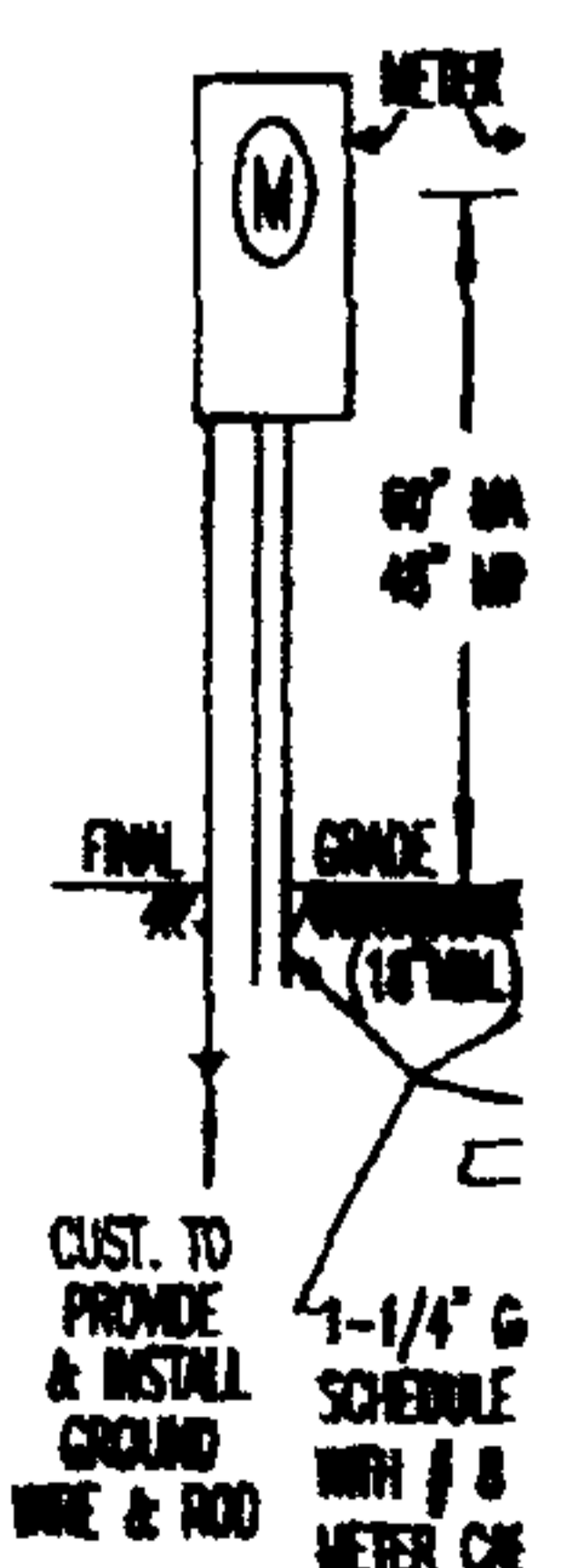
THESE SPECIFICATIONS AND COSTS ARE VALID FOR 90 DAYS AFTER APPROVAL BY COM
RE-SUBMIT TO MANAGER OF OPERATIONS AFTER THE TIME PERIOD FOR RE-APPROVAL.

THE SERVICE PROPOSAL DOES NOT INCLUDE MOTOR START LIMITATIONS.

AUXILIARY POWER SUPPLY ☐ NO ☐ YES

IF YES, THE FOLLOWING MUST BE PROVIDED TO APCO.

- 1-SINGLE LINE DIAGRAM OF CUSTOMER WIRING INCLUDING TRANSFER SWITCH AND POWER SUPPLY.
- 2-TRANSFER SWITCH MUST BE ELECTRICALLY AND MECHANICALLY INTERLOCKED AND LISTED BY UNDERWRITERS LAB.
- 3-TRANSFER SWITCH CATALOG NO. AND MANUFACTURER.
- 4-APCO MAY REQUIRE A VISIBLE DISCONNECT BETWEEN UTILITY SYSTEM AND CUSTOMERS GENERATING SYSTEM.

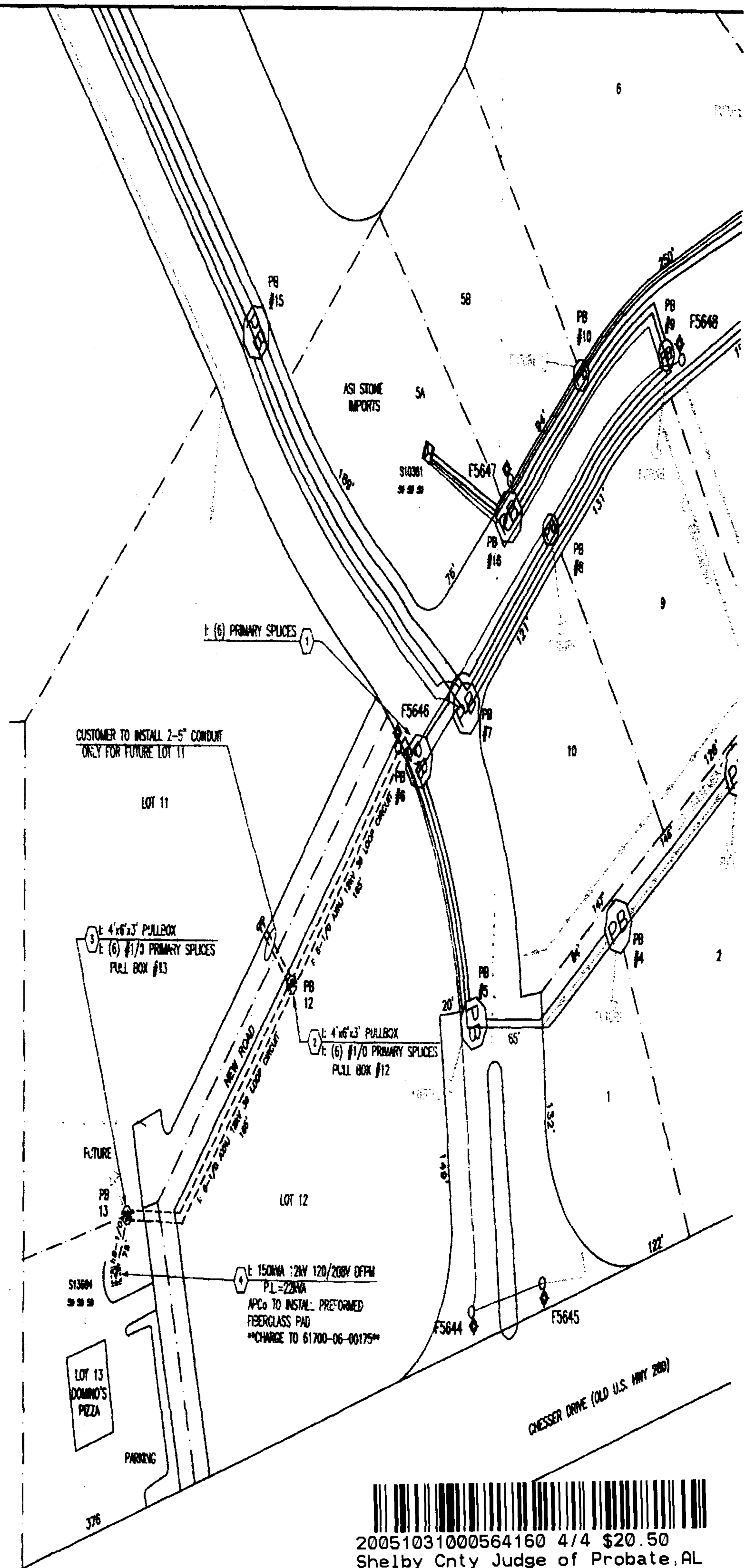
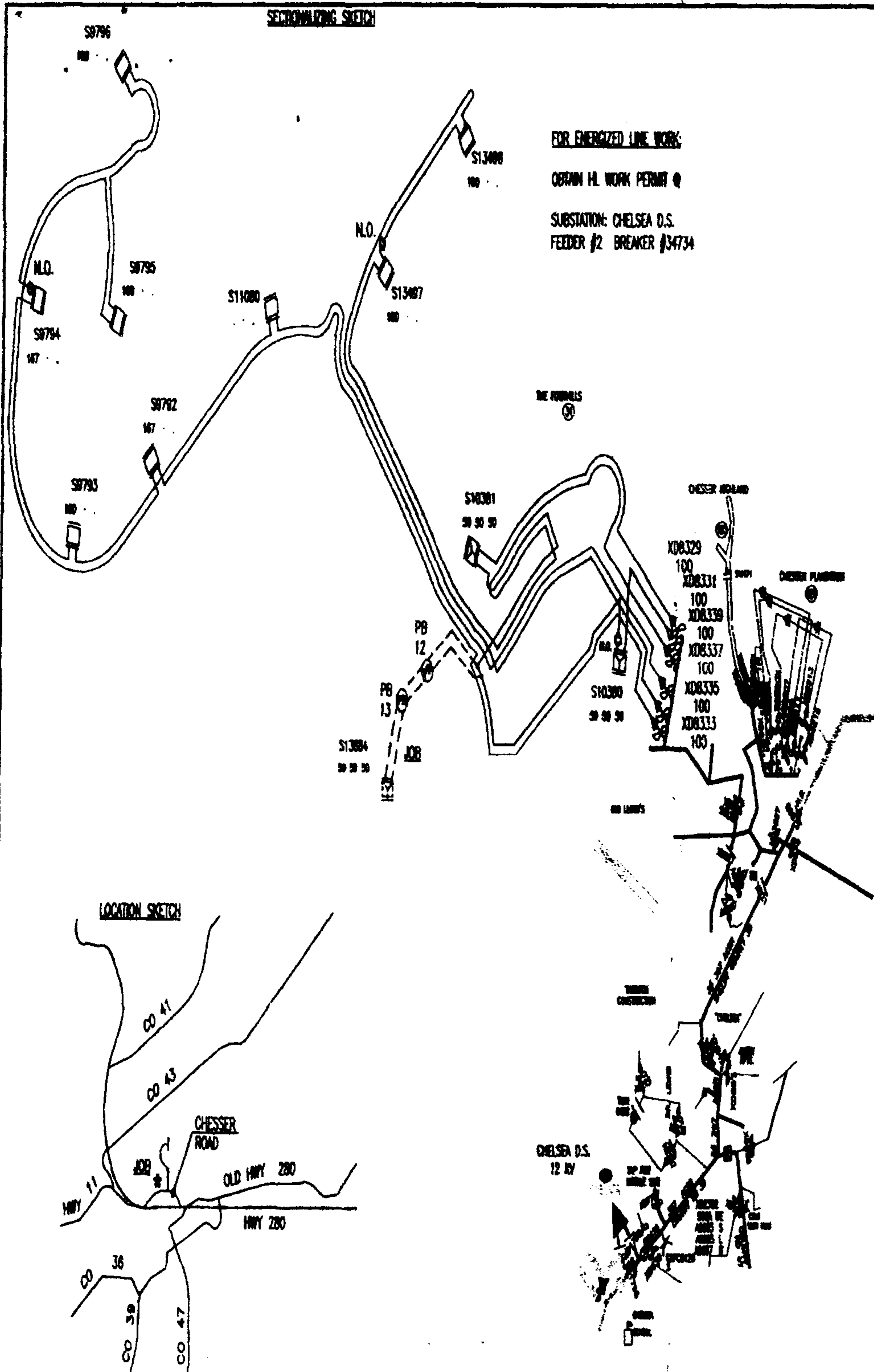


ALABAMA POWER C

JOB POWER DELIVERY - BURME
 DETAIL THE FOOTHILLS
COMMERCIAL DEVELOPME

W.E. # 61700-06-00175

MAP REF: C6C1703 #6	SEC-27.TP-19S.R-1W
---------------------	--------------------



Shelby County, AL 10/31/2005
State of Alabama

Deed Tax: \$.50

Job Notes (61700-06-00105)

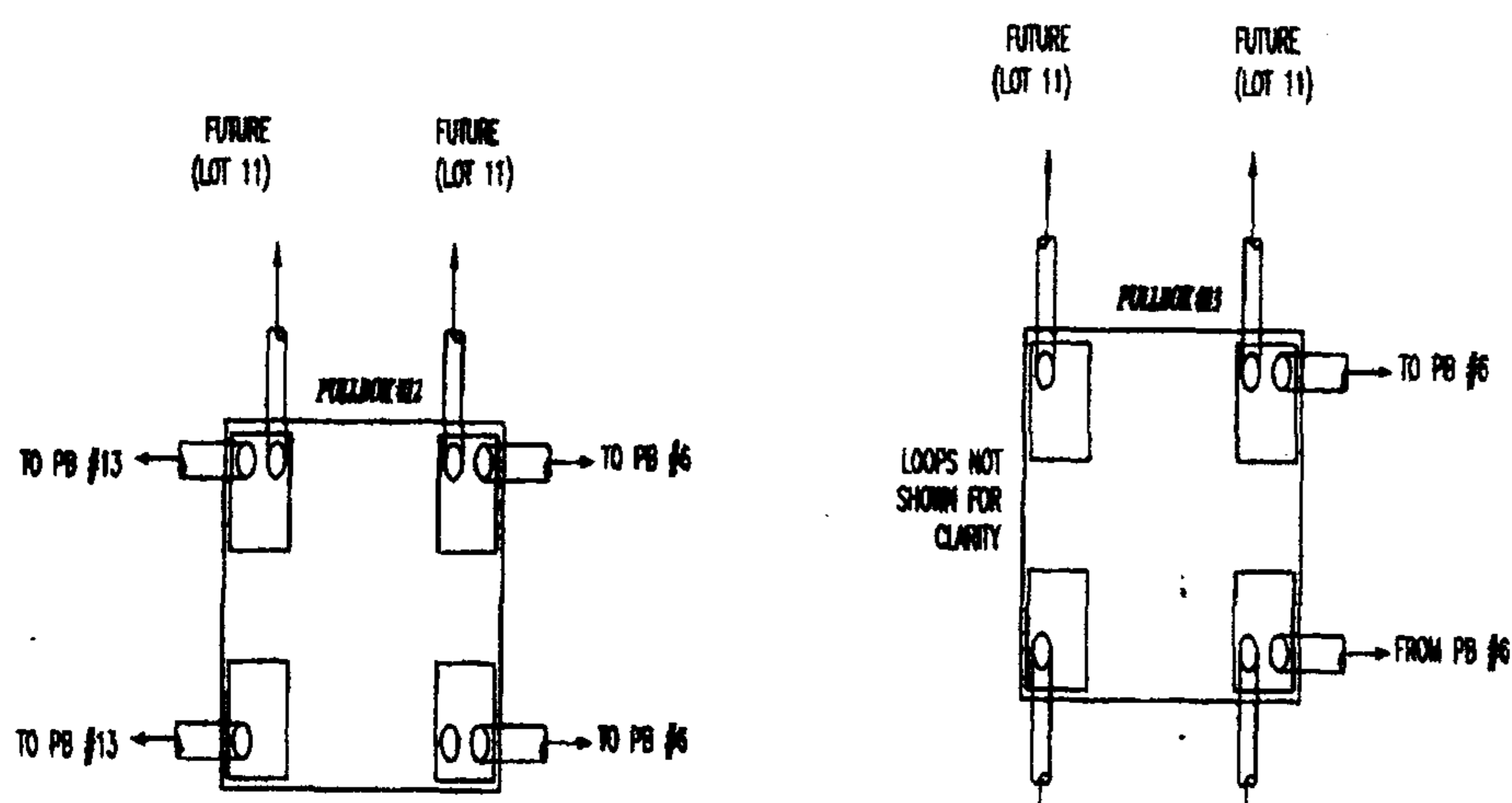
Developer Responsibilities:

- The Developer is responsible to install 2-4" x 4" concrete pull boxes with lids as specified on the drawing.
- The developer is responsible to install 2-5" schedule 40 PVC electrical conduit with a nylon pull string at a depth of 42" from existing pull box 6 to a new pull box to be installed approximately in the middle of lot 12 (numbered #12 on drawing) to a new pull box to be installed on the lot line between lots 13 & 11 (numbered #13 on drawing).
- There will also be 2 runs of 5" Schedule 40 PVC electrical conduit with a nylon pull string from new pull box #12 across the new street to Lot 11 for future service. No conductors will be installed in this conduit at this time.

Job Notes (61700-06-00175)

Customer Responsibilities:

- The customer at Domino's Pizza will be responsible for 2 runs of 5" schedule 40 PVC electrical conduit with a nylon pull string at a depth of 42" from new pull box #13 to the transformer location for Domino's Pizza.
- All conductors and conduit from the APCO transformer to the Domino's Pizza building will be the responsibility of the customer.



20051031000564160 4/4 \$20.50
Shelby Cnty Judge of Probate, AL
10/31/2005 12:34:27PM FILED/CERT

ANY CONSTRUCTION FIELD CHANGES ARE SHOWN IN RED ON T1

0 50 100
PLAN SCALE

TOWN: CHELSEA COUNTY: SHELBY
MAP REF: C-61703 #6 SEC-27,TP-19S,R-1W

ALABAMA POWER CO
JOB: POWER DELIVERY - BIRMINGHAM
DETAIL: THE FOOTHILLS COMMERCIAL DEVELOPMENT