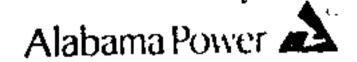
Agreement For Underground Residential Distribution



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(hereinafter	referred to as "Deve	eloper"), the Develo	per of Riverch	nase Country	Club, 5th Ad	dition, Lot 61-K,
Subdivision;	consisting of	lots.				-Joseph
WITNES	SSETH:					
						lectric utility service by means of
	-					said subdivision, and
	AS, the underground stormers, undergrou				ithin said subdivision	will include underground caples.
	_				d distribution system (provided Developer complies with
	id conditions herein	_		_		
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LJ A.	,		- -			I estate into lots and designating
						and drainage, minimum building _, Page, in the office of
-						s been lurnished Company to be
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[∑] B.			•	reclude the use of	option A.) Two copie	as of a plat for which preliminary
PAGE						veloper's real estate into lots and
_						ayouts for all utilities, sewers and
k.C⊃ ••c]t i	drainage, minimum	building set-back (dimensions, and pro	posed building lift	es, which said plat is a	ittached hereto and for which the
	plat of said subdivis	ion which is finally:	approved and record	ded≀n Map Book _	7Page/_2	in the office of the Judge of
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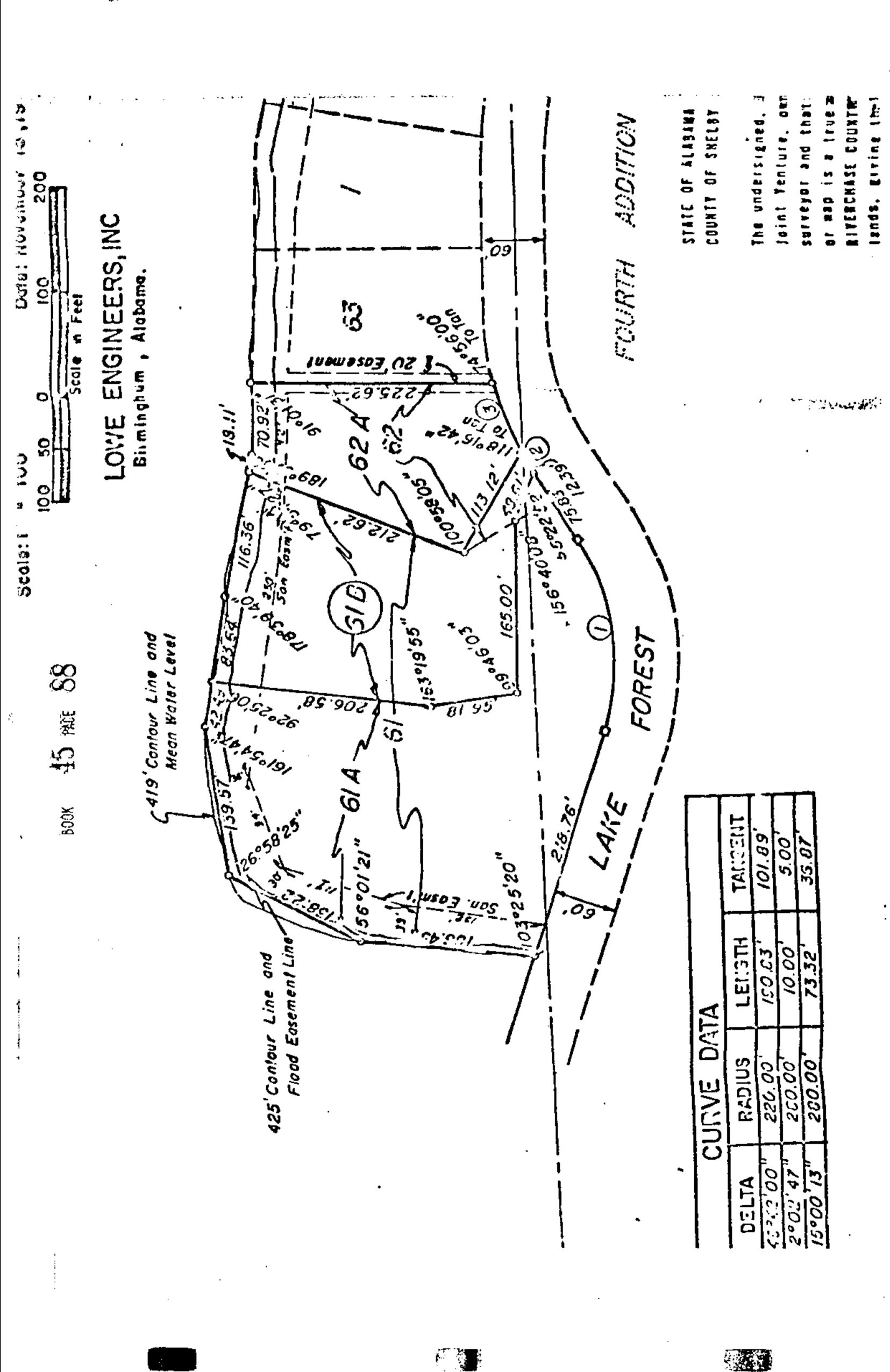
if the Developer has not paid to the Company the total amount of the installation payment, and if the Developer has not met the site preparation requirements as set forth herein and has not, in good faith, requested the Company to begin the construction of its facilities prior to the expiration of 160 days from the date of this Agreement, the Company will invoice the Developer for the total amount of the installation payment and the Developer shall pay the total amount of such invoice within 10 days thereafter, or the Company shall have the option to cancel this agreement However, if the Developer has not met the site preparation requirements as set forth herein and has not, in good faith, requested the Company to begin construction of its facilities prior to the expiration of 360 days from the date of this Agreement, the Company shall have the option to canciel this agreement and refund to the Developer any monies collected.

- 2. Company will own, install and maintain a single phase, underground electric distribution system, including surface mounted transformers. surface mounted enclosures which may contain electrical equipment such as sectionalizing devices, capacitors, regulators, etc., and underground cables and the 120/240 volt single phase service lateral to the meter socket or serice entrance for each residence in the said subdivision
- 3. Developer hereby grants to Company the right to construct, operate and maintain upon, over, under and across the above named Subdivision, including the service lateral on each lot, its conductors, facilities and appliances necessary or convenient in connection therewith for the transmission of electric power together with the rights of ingress and egress to and from said conductors and the right to keep clear any obstructions that might injure or endanger said conductors as set forth in exhibit "A" attached hereto and made a part hereof. The Developer further covenants that the Company shall not be liable for any damages or destruction of any shrubs, trees, flowers, grass or other plants caused by the Company's equipment or employees or the equipment or employees of any contractor or sub-contractor in the construction, operation, maintenance or removal of the Company's underground facilities.
- 4. The Developer shall advise each lot owner to obtain the meter location from the Company prior to the beginning of the installation of service entrance facilities and associated internal wiring.
 - 5. Modification to the underground system after initial installation shall be at the expense of the one requesting or causing the modification
- 6. The Developer shall give the appropriate Company District Superintendent a minimum of sixty days written notice prior to the commencement of the installation of any paving, streets, curbs, sidewalks, etc. After the expiration of 30 days from the date hereof this prior notice is reduced from 60 to 30 days. The Developer, prior to the Company's construction of the underground distribution system, shall make the easement in which the underground equipment or conductors are to be located accessible to the Company's equipment, remove all obstructions and grade to within four (4) inches of the final grade elevation. Streets, lot lines and easements shall be clearly marked by the Developer before Company's underground facilities are installed. All costs incurred by the Company due to improper or inadequate site preparation as stated above ينع shall be billed to the Developer as a separate item.
- 7. Company, its successors and assigns, will retain title to the underground distribution system, including the underground service lateral and outdoor metering trough serving each said residence, and said underground distribution system provided by Company will not in any way be considered a fixture or fixtures and thereby a part of said real estate but will remain personal property belonging to Company, its successors and assigns, and will be subject to maintenance and removal by Company, its successors and assigns, in accordance with the applicable Rules and Regulations approved by the Alabama Public Service Commission.
 - 8. The covenants set forth in paragraph three(3) and paragraph seven(7) above routines.

 and shall be binding on Company and Developer, their respective heirs, executors, administrators, successors and assigns.

 and and shall be binding on Company and Developer, their respective heirs, executors, administrators, successors and assigns. 8. The covenants set forth in paragraph three(3) and paragraph seven(7) above touch and concern and benefit the land and shall run with the
 - 9. Any written notice to the Company, except as noted in paragraph one (1) and six (6) above, shall be addressed to Alabama Power

Company, Division Manager-Energy Services, _	15 South 20th Street, Birmingham Alabama 35233
Any written notice to Developer provided for her	ein shall be addressed to Mr. Joseph E. McKay, Assistant Manager,
	ture, P. O. Box 1297, Birmingham, AL 35201
IN WITNESS WHEREOF, each of the parties	hereto have executed this agreement on the day and year first above written.
ATTEST/WITNESS:	
ALABÁMA POWER COMPANY	ALABAMA POWER COMPANY
	BY D. WBooker
ATTEST:	THE HARBERT-EQUITABLE JOINT VENTURE Under Joint Venture Agreement Dated January 30, 1974
In al & Man	AS MANAGING VENTURER
Charter of the section of the sectio	BY IIS: BX3CUTIUE VICE - PRESIDENT Developer's Authorized Agent



JEFFERSON COUNTY)			
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William A Cochran Jr		d for said County, in said	State, hereby cert
S. H. Booker			
of Alabama Power Company, a corporation, is signed to the f	whose name as foregoing agreement, and who is	known to me, acknowledg	ged before me on It
that, being informed of the contents of the agreement, he, as	such officer and with full authori	ty, executed the same volu	intarily for and as th
he corporation. Given under my hand and official seal, this the $\frac{22\pi}{3}$	d_day of April	1982	And the second second
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Edwin Dr. Nuxon	whose name as _ & CU	Tine Theel	Mesides
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and who is known to me, acknowledged before me on this dai ull authority, executed the same voluntarily for and as the a	te that, being informed of the cor	ntents of the agreement, hi	e, as such officer ai
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المسيرو	act of the corporation.	97	-
Given under my hand and official seal, this the $\frac{15}{1}$	day of Land	19 <u>8Z</u>	
Given under my hand and official seal, this the <u>151</u>	day of Assistant of the corporation.	19 <u>8Z</u>	
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