33,53

GRANT OF LAND EASEMENT and RESTRICTIVE COVENANTS for

Underground Facilities in Subdivision

STATE OF ALABAMA

Shelby **COUNTY OF**

DOCUMENT TO BE RECORDED

(NOTE: DO NOT RECORD WITHOUT **ATTACHED PLAT OR DRAWING!)**

61700-08-0062-700 W.E. No.

This instrument prepared by:

Alabama Power Company Corporate Real Estate P. O. Box 2641

Birmingham, Alabama 35291

KNOW ALL MEN BY THI	ESE PRESENTS	S, THAT: WHEREAS, the	"Grantor", (whether one or more)	are owners of record of the following
described real estate inS	helby (County, Alabama, to wit: _	Silver Creek-Sector	3-Phase 2 _(the "Subdivision")
as shown on the plat or draw	ing attached an	d incorporated herein by	reference, which Grantor plans to	record in the Office of the Judge of
Probate, <u>Shelb</u>	<u>У</u> County, A	labama (the "Property") (_		¼ of Section
		, Range _		

WHEREAS, the said Grantor desires to grant to Alabama Power Company, (the "Company") an easement for underground electrical facilities and to establish and place the Subdivision under certain restrictive covenants to insure the use of the property for attractive residential purposes and thereby to secure to each lot owner the same advantages insured to other lot owners.

NOW, THEREFORE, The Grantor, for and in consideration of One and No/100 Dollars (\$1.00), and other good and valuable consideration, to Grantor in hand paid by the Company, the receipt of which is hereby acknowledged, does hereby grant to Company, its successors and assigns, the right to construct, install, operate, maintain and replace, along a route to be selected by the Company (generally shown on the attached drawing), its successors or assigns, all conduits, cables, transformers, and other appliances and facilities (above ground and below ground) useful or necessary in connection therewith, for the underground transmission and distribution of electric power upon, under and across the Property.

Together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof, including the right of ingress and egress to and from said facilities and the right to excavate for installation, replacement, repair and removal thereof; and also the right to cut and keep clear any and all obstructions or obstacles of whatever character on, under and above said facilities.

TO HAVE AND TO HOLD such easement to the Company, its successors and assigns, forever.

And, the undersigned Grantor further does hereby adopt the following conditions, restrictions, covenants and limitations which shall apply in their entirety to all lots in the said Subdivision and shall run with the title to said property, and which shall be included in any conveyance of title to any or all of said lots in said subdivision:

- 1. The owners of lots within the Subdivision will not erect or grant to any person, firm or corporation the right, license or privilege to erect or use or permit the use of overhead wires, poles or overhead facilities of any kind for electrical, telephone, or cable television service on said real estate (except such poles and overhead facilities as may be required at those places where distribution facilities enter and leave said subdivision, or existing and/or future overhead transmission or communication facilities on existing or future Alabama Power Company rights of way). Nothing herein shall be construed to prohibit overhead street lighting, or ornamental yard lighting, where serviced by underground wires or cables.
- 2. In order to beautify said Subdivision for the benefit of all lot owners and permit Alabama Power Company to install underground electric service to each house in said Subdivision for the mutual benefit of all lot owners therein, no owner of any lot within said Subdivision will commence construction of any house on any lot until such owner (1) notifies Alabama Power Company that such construction is proposed, (2) grants in writing to Alabama Power Company such rights and easements as Alabama Power Company deems necessary in connection with its construction, operation, maintenance, replacement and removal of underground service laterals of each lot, and (3) otherwise complies with the Rules and Regulations for Underground Residential Distribution on file with and approved by the Alabama Public Service Commission. Further, no plants, shrubs, fences, walls or other obstructions shall be placed in front of or within three (3) feet of any side of any pad-mounted equipment and Alabama Power Company shall not be liable for any damages to or destruction of any shrubs, trees, flowers, grass or other plants caused by the equipment or employees of the Company or its contractors engaged in the construction, operation, maintenance, replacement or removal of the Company's facilities. Appropriate meter locations must be obtained from Alabama Power Company prior to installing or relocating service entrance facilities and associated internal wiring. Owners must install meter sockets and service risers in accordance with the Company's specifications.
- 3. Alabama Power Company, its successors and assigns, will retain title to all underground facilities installed by the Company or its contractors, including but not limited to the service lateral serving each said house, and said service entrance facilities provided by Alabama Power 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 Alabama Power Company, its successors and assigns, and will be subject to removal by Alabama Power Company, its successors and assigns, in accordance with applicable Rules and Regulations filed with and approved by the Alabama Public Service Commission.
- 4. These covenants and restrictions touch and concern and benefit the land and shall run with the land and shall be binding on Alabama Power Company, the undersigned, their respective heirs, successors and assigns. Invalidation of any one of the foregoing covenants and restrictions shall in no way affect any other provision contained herein.

5-5897 Rev. 4/05

20071114000522120 1/6 \$26.50 Shelby Cnty Judge of Probate, AL 11/14/2007 10:45:47AM FILED/CERT

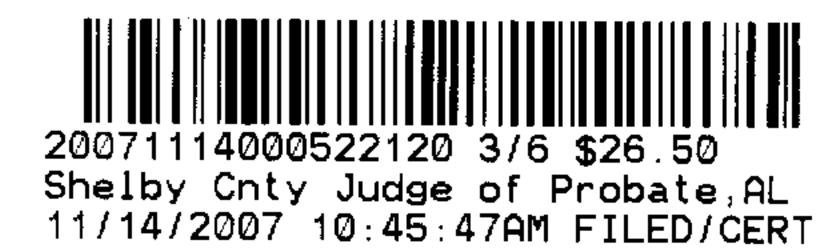
All facilities on Grantor:	Station to Station:	·	·		
		·····			
INI WITNIESS WHEDEOE this in str		20±1-			
IN WITNESS WHEREOF, this instri	ament has been executed this t	he <u>20tn</u>	_ day of	September	, 20 <u>07</u> .
W!TNESS/ATTEST		GRANTOR:			
				Development	LLC
		Name of Individua	al/Compan	y/Partnership/LLC	
		1/1,00	1 The	Mense	
		Signature of Indiv	idual/Offic	er/Partner	
======================================	======================================	=======================================	=======		
STATE OF ALABAMA	}			20071114000522	120 2/6 \$26.50
County of Shelby	· 			Shelby Chty Ju	dge of Probate, AL 45:47AM FILED/CERT
1, Larry P. Gravill		a Notany Dublic	in and fo	ar coid County in co	ial Chaha Ibanahan asasita
that, Michael D. Green	whose r	_, a Notary rublic name as ໄປ ເພ	t	o Salu County in Sa	id State, hereby certify
of Silver Creek Developm			• • • •	is signed to the for	egoing instrument, and
who is known to me, acknowledged	before me on this day that	being informed	of the co	ntents of the instru	nent, he/she, as such
officer/partner and with full authority, exe	ecuted the same voluntarily for a	and as the act of sa	aid corpora	ation/partnership.	
Given under my hand and official se	eal, this the 20 th day of	Stambar		, 20_ <i>0</i> 7	
		,			
			my) (Notary Public	······································
		My comp	niccion av	oires: 2-6-70	
~=====================================) 	
INDIVIDUAL ACKNOWLEDGMENT					
STATE OF ALABAMA	}				
County of	}				
l,		, a Notary Public	in and for	said County, in sa	d State, hereby certify
that					g instrument, and who
(is/are) known to me, acknowledged be same voluntarily on the day the same be		ng informed of the	contents	of the agreement, (h	nas/have) executed the
Given under my hand and official se	al, this the day of	· · · · · · · · · · · · · · · · · · ·	· · · ·	, 20	
Shelby County, AL 11/14/2007 State of Alabama					
Deed Tax:\$.50			······································	Notary Public	······································
		My comm	nission exp	ires:	
		-	•	· · · · · · · · · · · · · · · · · · ·	



Agreement For Underground Residential Distribution in Subdivisions

STATE OF ALABAMA	n	100-		Ti tan
Shelby COUNTY)	10	1992	43	
THIS AGREEMENT made and entered into as a and between Alabama Power Company, a corporation (the Silver Creek Developm	of this the 20 ereinafte <u>r</u> referre		September y"), and	, 20 <u>0 7</u> , by
		· - · · · · · · · · · · · · · · · · · ·	(to as "Developer"), the developer of
Silver Creek Sector 3 Developer is the owner of the subdivision descridistribution facilities for homes to be constructed on all lots. The underground distribution system required to	bed below and to be develope	wants to obtain eled within this subd	lectric utility service by livision; and	
transformers, underground service laterals and outdoor me Company is willing to provide electric service by	etering troughs;	and		
and conditions of this Agreement. NOW THEREFORE, in consideration of the pr	emises and the	e mutual obligation	ons contained in this A	Agreement, the Developer and the
Company agree as follows:	and and accept	odi (Chooli (A) on i	(D) which a least the many line	i_l _ i
 Description of Subdivision: Company has received. A. Two copies of a plat approved by appropriate grammes and a number for each lot, dedicated dimensions, and proposed building lines, which Probate of	povernmental au easement with said plat is reco	Ithority subdividing layouts for all ut orded in Map Book	g Developer's real est ilities, sewers and dra k, Page	tate into lots and designating street ainage, minimum building set-back
□ B. {To be utilized only when governmental require has been received from appropriate government numbers, street names and a number for each building set-back dimensions, and proposed but and the Company agree that, following the execution approved by the appropriate governmental author Alabama and that the recorded plat will be subtrained approved and recorded subdivision plat contains changes in the electric system, the Developer shapes in the electric system.	ntal authority for holding lines, a coution of this According to the office of the holding lines from all pay for any in the lines.	the subdivision of easements with opy of which is a greement, Develope of the Judge of the preliminary plat a moreases in the concreases in the concreases in the concreases.	of Developer's real est layouts for all utilitie ttached as an exhibit per shall record the place Probate ofas an exhibit to this A y plat originally attach ost of the required inst	tate into lots and designating block s, sewers and drainage, minimum to this Agreement. The Developer lat for this subdivision that is finally County, greement. In the event the finally led to this Agreement that require allation, as provided in Section 2.
2. <u>Cost of Installation</u> : For the installation of under	ground distributi	on facilities provid	ded in this Agreement,	Developer agrees to pay
\$\\$ 20,280 , which represents the Company's everhead distribution system, with both of said cost calculates system will include any conduit required for primary, second	ations including	individual lot serv	ice (the "Installation C	
The Installation Cost is based on: (i) the description of the remove rocks during trenching and to obtain required back Section 9 below. The Developer shall be billed as a sep costs, including without limitation, costs resulting from: (changes in the electric system; (y) debris removal requirer seeding and/or reseeding, sodding and/or resodding, or recompany for underground residential trenching; and (z) the Installation Cost at the time the Company incurs any payment of the Installation Cost. If Developer already has additional cost shall be due and payable within ten (10) days. Payment of Installation Cost: {Check applicable}	changes from off-site parate item for a (x) changes from ments, trench de equirements for additional cost so paid the Instants of the line	and (iii) Developed any other costs in the preliminary epth requirements the use of boring the to comply with allation Cost at the allation Cost at the second cost a	er's compliance with the curred by the Company plat originally attached different from that get or additional equipment of this Agreement cost shall be included time the Company in the c	he site preparation requirements of my over and above the anticipated led to this Agreement that require merally employed by the Company, lent not generally employed by the eement. If Developer has not paid uded in the Company's invoice for
Developer has paid Company the total amount of	of the Installation			
Developer agrees to pay Company (at the addition of the date of Company's written invoice to facilities, whichever occurs first. If Developer hat understands and agrees that Company will not Installation Cost.	Developer that s not paid Comp	t payment is due pany by the time (e, or by the time Con Company completes in	npany completes installation of its stallation of its stallation of its facilities, Developer
4. <u>Cancellation of Agreement</u> : The Company may of	—			
 (a) Upon the expiration of 180 days from the date of (ii) has not begun construction of any house within the sub (iv) has failed to pay the Company's invoice for the total an 	division, (iii) ha	s not requested th	as not met the site prepared company to begin t	paration requirements of <u>Section 9,</u> the construction of its facilities; and
(b) Upon the expiration of 360 days from the date of	this Agreement	t, Developer: (i) ha	as not met the site pre	paration requirements of Section 9,
(ii) has not begun construction of any house within the subdivision, and (iii) has not requested the Company to begin the construction of its facilities. If the Developer has paid part or all of the Installation Cost, the Company shall refund to the Developer any monies collected. Any delay by the Company to cancel this Agreement at the end of 360 days shall not be considered a waiver of the Company's right to cancel at a later time.				
 Installation of System: Company will install a 	nd maintain a s	single phase, und	derground electric dist	ribution system, including surface
mounted transformers, surface mounted enclosures which etc., and underground cables and the 120/240-volt single page 120/240-volt single single single single single single single single single sin	n may contain e	lectrical equipmen	nt such as sectionalizi	ng devices, capacitors, regulators,

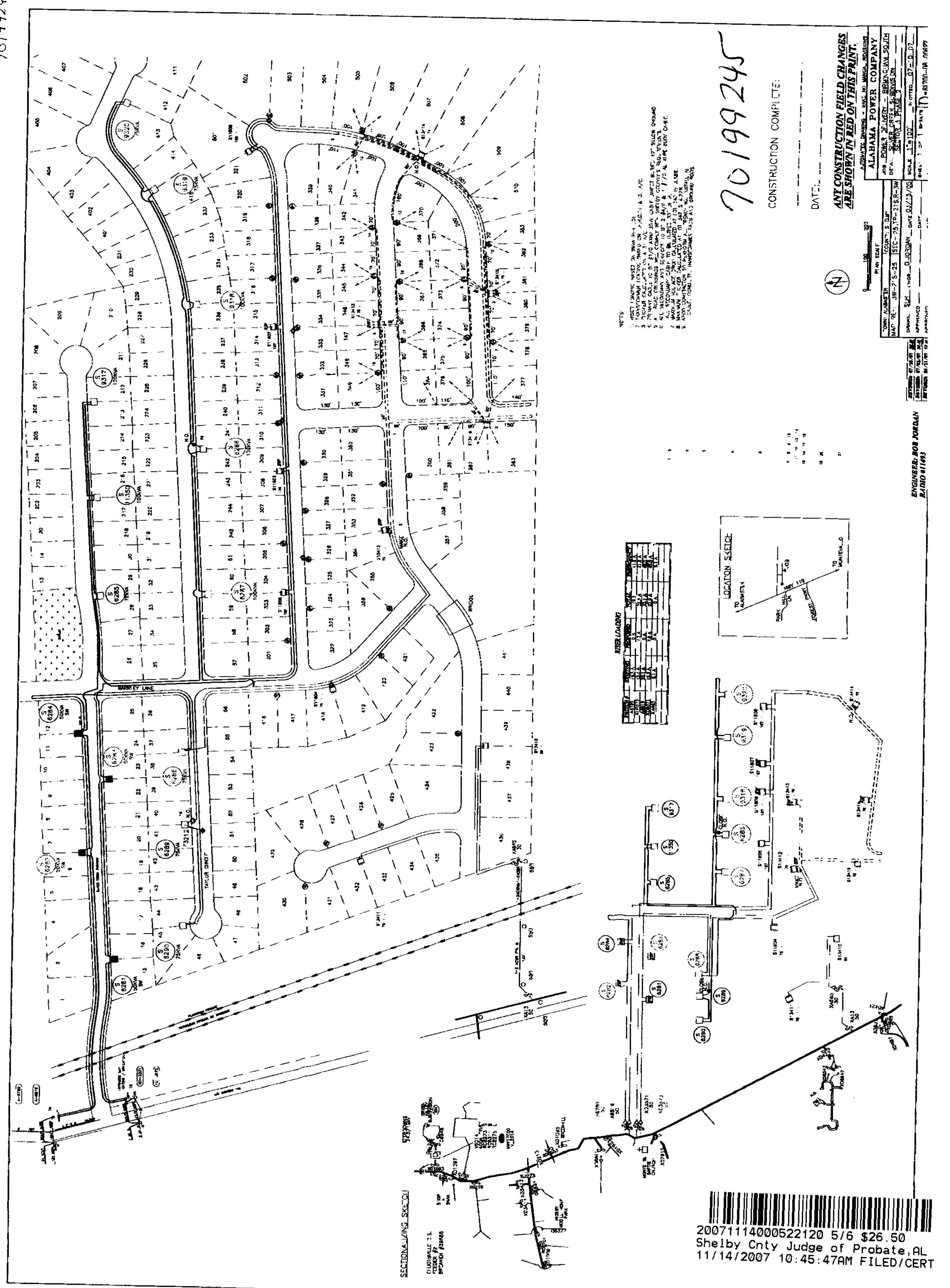
6. <u>Company's Ownership of System</u>: Company, its successors and assigns, will retain title to the underground distribution system, including the underground service lateral and outdoor metering trough serving each residence in the subdivision, and this underground distribution system provided by Company will not in any way be considered a fixture or fixtures and shall not become a part of any 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.



subdivision.

- 7. Right-of-Way: Developer hereby grants Company right-of-way for the construction, operation, maintenance and removal of its facilities together with the right to ingress and egress to and from such facilities and the right to keep clear any obstruction that might injure or endanger said facilities.
- 8. <u>Developer's Obligations With Respect to Lot Owners</u>: Developer has filed and recorded restrictive covenants requiring all lot owners to install electric service in accordance with the Underground Residential Distribution Program. Developer agrees to notify the purchaser of each lot in the subdivision that:
- No plants, shrubs, fences, walls, or other obstructions may be located in front of or within three (3) feet of the sides or rear of any padmounted equipment that would obstruct the operation or replacement of the Company's equipment, and that the Company shall not be liable for any damages or destruction of any shrubs, trees, flowers, grass or other plants caused by the equipment or employees of the Company or any contractor or subcontractor of the Company in the construction, operation, maintenance or removal of the Company facilities;
- (b) The lot owner must obtain the proper meter location from the Company prior to the beginning of the installation of the service entrance facilities and associated internal wiring; and
- (c) The lot owner must install the Company-provided meter socket to Company specifications and must provide and install appropriate schedule 40 PVC or equivalent galvanized conduit from the meter socket to two (2) feet below finished grade (2" for 200 amp or 3" for 400 amp).
- 9. <u>Developer's Site Preparation Obligations</u>: Developer shall give the appropriate Company Engineering Supervisor a minimum of sixty (60) days written notice prior to the commencement of any paving for streets, curbs, sidewalks, etc. After the expiration of 30 days from the date of this Agreement, this prior notice is reduced from sixty (60) to thirty (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. Developer must clearly mark all streets, lot lines, and easements, and any underground facilities installed by developer (water, sewer, irrigation, etc.) before Company will begin installation of underground facilities. All costs incurred by the Company due to improper or inadequate site preparation as stated above shall be billed to the Developer as a separate item.
- 10. <u>Modification Costs</u>: Modification to the underground system after initial installation shall be at the expense of the one requesting or causing the modification.
- 11. <u>Covenants Run With Land</u>: The covenants set forth in <u>Sections 6 and 7</u> above touch and concern and benefit the land and shall run with the land and shall be binding on Company and Developer, their respective heirs, executors, administrators, successors, and assigns
- 12. Notices: Any written notice to the Company, except as noted in Sections 3 and 9 above, shall be sent to

Alabama Power Company, Regional Sales Manager	Alabama
Any written notice to Developer provided for herein shall be sent to	0
IN WITNESS WHEREOF, Developer and the Company have exetthe day and year first above written,	ecuted this Agreement, either personally or through a duly authorized agent, as of
WITNESS:	
ALABAMA POWER COMPANY	ALABAMA POWER COMPANY
ant Dave	BY Xany D. Swith Specialist
WITNESS:	never ones Cilvon Oncole Dovo lonnont IIC
Tany D. Dust	DEVELOPER: Silver Creek Development LLC BY Muchul Sheet
	ITS: Member
This instrument was prepared by Name:Address:	20071114000522120 4/6 \$26.50 Shelby Cnty Judge of Probate, AL 11/14/2007 10:45:47AM FILED/CERT



To Whom It May Concern:

I, Deborah A. Keith, do hereby give Kathy of the Probate Office of Shelby County Courthouse permission to insert the property description for Silver Creek Subdivision Sector 3 Phase 2, and our parcel number 70199245, as being the following:

Section 25
Township 21S
Range 3 W

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Thank you,

Deborah A. Keith

Corporate Real Estate Assistant