

This instrument prepared by:

Alabama Power Company
Corporate Real Estate
P. O. Box 2641
Birmingham, Alabama 35291

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: _____

IN WITNESS WHEREOF, this instrument has been executed this the 20th day of September, 20 07.

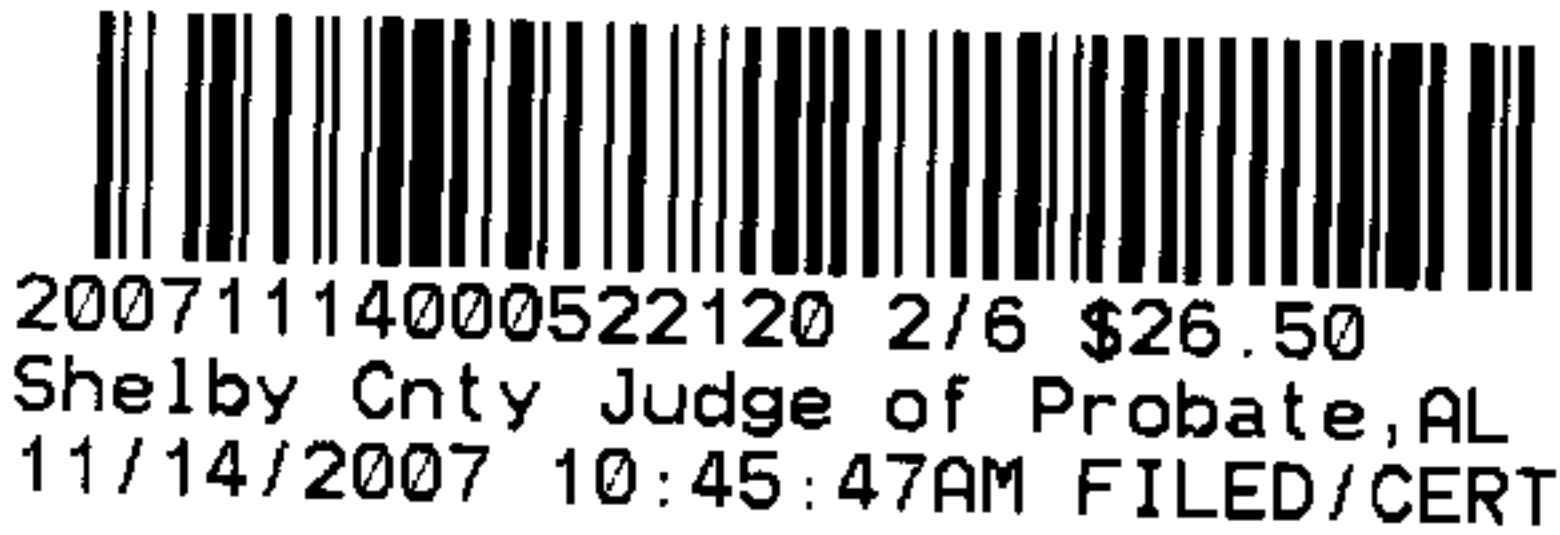
WITNESS/ATTEST

GRANTOR:

Silver Creek Development LLC
Name of Individual/Company/Partnership/LLC
Michael D Green Member
Signature of Individual/Officer/Partner

CORPORATE/PARTNERSHIP ACKNOWLEDGMENT

STATE OF ALABAMA }
County of Shelby }



I, Larry D. Gravit, a Notary Public, in and for said County in said State, hereby certify that, Michael D. Green whose name as Member of Silver Creek Development LLC, a corporation/partnership, 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 officer/partner and with full authority, executed the same voluntarily for and as the act of said corporation/partnership.

Given under my hand and official seal, this the 20th day of September, 20 07.

Larry D. Gravit
Notary Public
My commission expires: 2-6-10

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA }
County of _____ }

I, _____, 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 date that, being informed of the contents of the agreement, (has/have) executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the _____ day of _____, 20____.

Shelby County, AL 11/14/2007
State of Alabama
Deed Tax: \$.50

Notary Public
My commission expires: _____

Agreement For Underground Residential Distribution in Subdivisions

STATE OF ALABAMA)
Shelby COUNTY)

70199245

THIS AGREEMENT made and entered into as of this the 20th day of September, 2007, by and between Alabama Power Company, a corporation (hereinafter referred to as "Company"), and Silver Creek Development LLC (hereinafter referred to as "Developer"), the developer of Silver Creek Sector 3-Phase 2 Subdivision, consisting of 39 lots.

Developer is the owner of the subdivision described below and wants to obtain electric utility service by means of Company's underground distribution facilities for homes to be constructed on all lots to be developed within this subdivision; and

The underground distribution system required to serve homes on all lots within this subdivision will include underground cables, surface transformers, underground service laterals and outdoor metering troughs; and

Company is willing to provide electric service by means of an underground distribution system provided Developer complies with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual obligations contained in this Agreement, the Developer and the Company agree as follows:

1. Description of Subdivision: Company has received and accepted: {Check (A) or (B), whichever is applicable}
 - ☐ A. Two copies of a plat approved by appropriate governmental authority subdividing Developer's real estate into lots and designating street names and a number for each lot, dedicated easement with layouts for all utilities, sewers and drainage, minimum building set-back dimensions, and proposed building lines, which said plat is recorded in Map Book _____, Page _____, in the office of the Judge of Probate of _____ County, Alabama, a copy of which, as recorded, is attached as an exhibit to this Agreement;
 - ☐ B. {To be utilized only when governmental requirements preclude the use of option A.} Two copies of a plat for which preliminary approval has been received from appropriate governmental authority for the subdivision of Developer's real estate into lots and designating block numbers, street names and a number for each lot, dedicated easements with layouts for all utilities, sewers and drainage, minimum building set-back dimensions, and proposed building lines, a copy of which is attached as an exhibit to this Agreement. The Developer and the Company agree that, following the execution of this Agreement, Developer shall record the plat for this subdivision that is finally approved by the appropriate governmental authority in the office of the Judge of Probate of _____ County, Alabama and that the recorded plat will be substituted for the preliminary plat as an exhibit to this Agreement. In the event the finally approved and recorded subdivision plat contains changes from the preliminary plat originally attached to this Agreement that require changes in the electric system, the Developer shall pay for any increases in the cost of the required installation, as provided in Section 2.
2. Cost of Installation: For the installation of underground distribution facilities provided in this Agreement, Developer agrees to pay

\$ 20,280, which represents the Company's estimated cost of the underground distribution system in excess of the estimated cost of an overhead distribution system, with both of said cost calculations including individual lot service (the "Installation Cost"). The underground distribution system will include any conduit required for primary, secondary, and service cables, as determined by the Company.

The Installation Cost is based on: (i) the description of the plat attached as an exhibit to this Agreement; (ii) the anticipated estimated excess cost to remove rocks during trenching and to obtain required backfill from off-site; and (iii) Developer's compliance with the site preparation requirements of Section 9 below. The Developer shall be billed as a separate item for any other costs incurred by the Company over and above the anticipated costs, including without limitation, costs resulting from: (x) changes from the preliminary plat originally attached to this Agreement that require changes in the electric system; (y) debris removal requirements, trench depth requirements different from that generally employed by the Company, seeding and/or reseeding, sodding and/or resodding, or requirements for the use of boring or additional equipment not generally employed by the Company for underground residential trenching; and (z) Developer's failure to comply with Section 9 of this Agreement. If Developer has not paid the Installation Cost at the time the Company incurs any additional cost, then the additional cost shall be included in the Company's invoice for payment of the Installation Cost. If Developer already has paid the Installation Cost at the time the Company incurs any additional cost, then the additional cost shall be due and payable within ten (10) days after Company invoices Developer.

3. Payment of Installation Cost: {Check applicable box}
 - ☐ Developer has paid Company the total amount of the Installation Cost.
 - ☐ Developer agrees to pay Company (at the address shown on its invoice) the total amount of the Installation Cost within thirty (30) days from the date of Company's written invoice to Developer that payment is due, or by the time Company completes installation of its facilities, whichever occurs first. If Developer has not paid Company by the time Company completes installation of its facilities, Developer understands and agrees that Company will not energize any of its facilities until Company receives payment for the total amount of the Installation Cost.

4. Cancellation of Agreement: The Company may cancel this agreement if:
 - (a) Upon the expiration of 180 days from the date of this Agreement, Developer: (i) has not met the site preparation requirements of Section 9, (ii) has not begun construction of any house within the subdivision, (iii) has not requested the Company to begin the construction of its facilities; and (iv) has failed to pay the Company's invoice for the total amount of the Installation Cost.
 - (b) Upon the expiration of 360 days from the date of this Agreement, Developer: (i) has not met the site preparation 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.

5. Installation of System: Company will 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 service entrance for each residence in the said subdivision.

6. Company's Ownership of System: 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.



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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. Developer's Obligations With Respect to Lot Owners: 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:
- (a) 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 pad-mounted 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. Developer's Site Preparation Obligations: 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. Modification Costs: Modification to the underground system after initial installation shall be at the expense of the one requesting or causing the modification.
11. Covenants Run With Land: The covenants set forth in Sections 6 and 7 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 _____

IN WITNESS WHEREOF, Developer and the Company have executed this Agreement, either personally or through a duly authorized agent, as of the day and year first above written,

WITNESS:

ALABAMA POWER COMPANY

Amie L. Davis

ALABAMA POWER COMPANY

BY Larry D. Smith
ITS: Sr. Real Estate Specialist

WITNESS:

Larry D. Smith

DEVELOPER: Silver Creek Development LLC

BY Michael W. Green
ITS: Member

This instrument was prepared by

Name: _____

Address: _____



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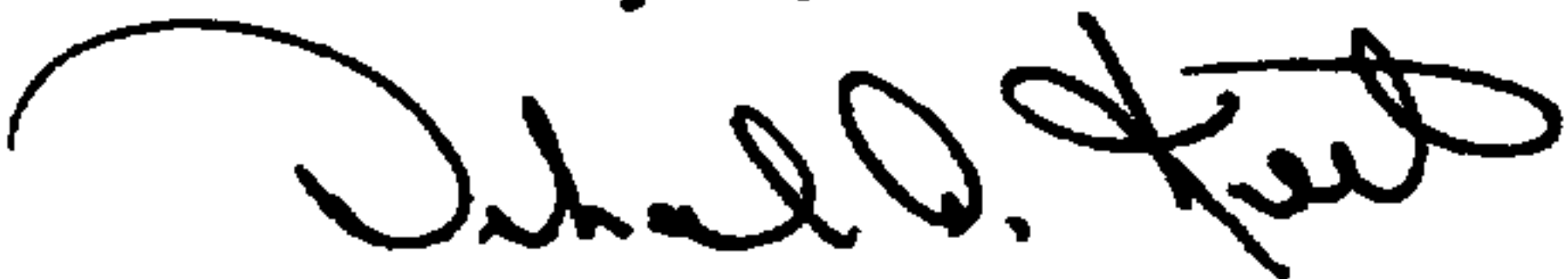
November 9, 2007

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

Thank you,



Deborah A. Keith
Corporate Real Estate Assistant



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