

ALABAMA POWER COMPANY
AGREEMENT FOR
UNDERGROUND RESIDENTIAL DISTRIBUTION

7647

STATE OF ALABAMA)
SHELBY COUNTY)

19780130000011810 1/17 \$.00
Shelby Cnty Judge of Probate, AL
01/30/1978 12:00:00 AM FILED/CERT

THIS AGREEMENT made and entered into this the 17 day of August, 19 77, by and between Alabama Power Company, a corporation (hereinafter referred to as "Company"), and The Harbert-Equitable Joint Venture (hereinafter referred to as "Developer"), the Developer of Riverchase Country Club; Riverchase Country Club, First Addition; and Riverchase Country Club, Second Addition; Subdivision as shown on the maps attached hereto as Exhibits "A", "B", and "C", and made a part hereof:

WITNESSETH:

WHEREAS, Developer is the owner of the said subdivision and is desirous of obtaining utility service by means of Company's underground distribution facilities for homes to be constructed on all lots to be developed within said subdivision; and

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

WHEREAS, Company is willing to provide electric service by means of an underground distribution system provided Developer complies with the terms and conditions hereinafter set forth; and

WHEREAS, Company has received 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 a street address for each lot, which said plat is attached hereto as Exhibits "A", "B", and "C". The plats of said subdivision which are finally approved will be recorded in the office of the Judge of Probate of Shelby County, Alabama; and

Alabama Power Co.



19780130000011810 2/17 \$.00
Shelby Cnty Judge of Probate, AL
01/30/1978 12:00:00 AM FILED/CERT

- 2 -

WHEREAS, Developer agrees to sign restrictive covenants requiring all lot owners to install electric service in accordance with the Underground Residential Distribution Program and which said restrictive covenants will be filed for record by the Company after said subdivision plat has been recorded; and

WHEREAS, Developer's total installation payment under this agreement is equal to \$31,659.42, which said amount represents the Company's estimated cost of the underground distribution system in excess of the estimated cost of an overhead distribution system, both of said cost calculations being exclusive of individual lot service; and

WHEREAS, Developer understands that Developer's installation payment will not be subject to refund to Developer but may be subject to refund to owners of lots in the subdivision who establish permanent electric service to homes therein prior to fifth anniversary of this agreement and pursuant to the terms and conditions herein contained.

NOW THEREFORE, in consideration of the premises and the mutual obligations hereinafter recited, it is hereby agreed between the parties as follows:

1. Developer has paid Company the total amount of the installation payment of \$31,659.42.

In the event the subdivision plat recorded subsequent to the date hereof contains changes in the electric system from the plat attached hereto, Developer shall pay or shall receive credit for any increases or decreases in the cost of the required installation payments in accordance with the Rules and Regulations of the Company on file with and approved by the Alabama Public Service Commission. Such payment or credit shall be made within ten days after the effect of such change has been determined, or if no payment has been made by Developer, such payment or credit shall be reflected in the notice to Developer that payment is due.



19780130000011810 3/17 \$.00
Shelby Cnty Judge of Probate, AL
01/30/1978 12:00:00 AM FILED/CERT

- 3 -

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 service laterals to the meter socket or service entrance for each residence in the Riverchase Country Club and Riverchase Country Club, First and Second Additions, subdivision shown on the plat attached hereto as Exhibits "A", "B", and "C" or as may finally be located in accordance with Paragraph 1 above.

3. Developer, prior to the sale of any of said lots in said subdivision, will grant Company, in writing, such rights, easements and restrictive covenants as Company deems reasonably necessary to enable it to install, operate and maintain the underground distribution facilities, including the necessary service lateral on each lot, contemplated by this agreement. Developer agrees to indemnify and save the Company harmless from any and all defects in the reservation of rights for underground electric service to the individual lot purchaser, and in the event it becomes necessary, in the opinion of the Company, to institute litigation to prevent violations of or enforce compliance with any of the restrictive covenants heretofore filed by Developer as referred to above, Developer will take all necessary legal action to prevent said violations or enforce said compliance.

4. Developer will, coincident with the sale to a third party of any of said lots in said subdivision prior to the establishing of permanent electric service, secure an agreement from the said third party in a form to be provided by the Company to the Developer providing for the installation of individual underground electric service under the Company's Rules and Regulations on file with the Alabama Public Service Commission relating to underground electric service in subdivisions. Such agreement will be forwarded to the Company immediately.

870 PAGE 028
BOOK



19780130000011810 4/17 \$.00
Shelby Cnty Judge of Probate, AL
01/30/1978 12:00:00 AM FILED/CERT

- 4 -

5. In the event Developer requests initial permanent electric service to any of the lots in said subdivision he shall be considered the lot owner for the purpose of this agreement.

6. Prior to commencement of any paving of streets, sidewalks or other areas in said subdivision, Developer will give Company reasonable advance written notice thereof in order that Company may install necessary underground facilities beneath all surface locations within said subdivision proposed to be paved by Developer. Developer, prior to Company's installation, will grade all such streets, sidewalks and other areas to be paved, as well as the locations of all transformer pads and strips in which the underground facilities are to be located, to within four inches of final grade elevation and will further remove all obstructions which in Company's opinion will interfere with Company's installation of the underground distribution system.

7. In the event it should become necessary for the Company to disturb, damage, or remove any existing landscaping of either Developer or lot owners due to installation of any part the underground distribution system, Developer agrees to assume all liability to restore said landscaping to its original condition, and agrees to hold Company harmless from any and all claims or actions arising out of such damage, disturbance or removal. Said landscaping may consist of but not be limited to grass or other planned ground cover, shrubbery, trees, walls, paving and other improvements affecting and enhancing the appearance and value of the real estate.

8. At any time prior to the fifth anniversary of this agreement, when initial permanent underground electric service is established to a permanent dwelling constructed on a lot in said subdivision, the owner of such lot will make a payment to Company of \$149.00 plus \$0.86 per foot for each foot of underground electric service in excess of seventy feet and in addition shall pay to

629 PAGE 629

BOOK

the Company the cost of any rock removal associated with the installation. When electric service is established subsequent to the fifth anniversary of this agreement, such payment will be the amount equal to the then current cost data established by the Company on file with and approved by the Alabama Public Service Commission, plus the cost of any rock removal associated with the installation. Payment of such amount, less any refund due as calculated in Paragraph 9, below, will be made at the time permanent underground electric service is established to each permanent dwelling constructed on each lot in said subdivision.

9. At the time initial permanent underground electric service is established to a permanent dwelling constructed on any lot in such subdivision or sector thereof, the Company will calculate a refund (without obligation for any interest) to the lot owner as follows:

A. If permanent electric service is established prior to the fifth anniversary of this agreement:

(1) Multiply the estimated annual revenue by 1.4 (investment to revenue ratio) and subtract \$350.00 (average cost of an equivalent overhead system). The resulting amount derived will not be considered as less than zero. The investment to revenue ratio and average cost of an equivalent overhead system will be established by Company and be on file with and approved by the Alabama Public Service Commission.

(2) Determine the amount of the lot owner's payment according to Paragraph 8 of this agreement and add to such amount the Developer's average per lot payment.

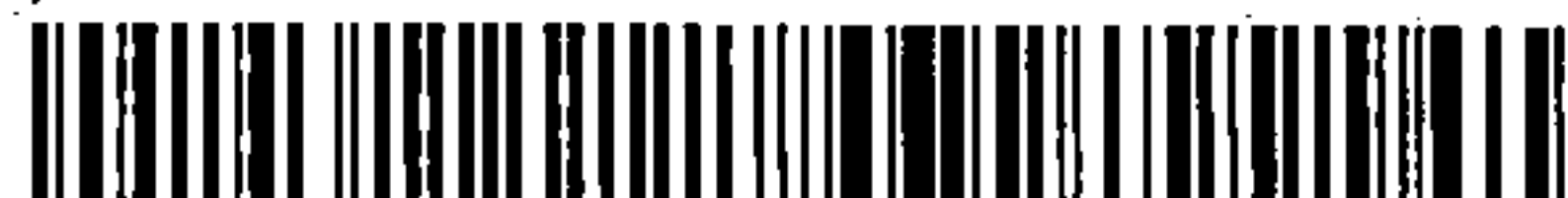
(3) The amount of the refund will be the amount calculated in A (1) or A (2) of this Paragraph 9, whichever is less.

B. If permanent electric service is established on or after the fifth anniversary of this agreement:



19780130000011810 5/17 \$.00
Shelby Cnty Judge of Probate, AL
01/30/1978 12:00:00 AM FILED/CERT

BOOK 23 PAGE 630



19780130000011810 6/17 \$.00
Shelby Cnty Judge of Probate, AL
01/30/1978 12:00:00 AM FILED/CERT

- 6 -

(1) Multiply the estimated annual revenue by the then current investment to revenue ratio and subtract the then current average cost of an equivalent overhead system. The resulting amount will not be considered as less than zero. The then current investment to revenue ratio and average cost of an equivalent overhead system will be established by the Company and will be on file with and approved by the Alabama Public Service Commission.

(2) Determine the amount of the lot owner's payment according to the provisions of Paragraph 8 of this agreement.

(3) The amount of the refund will be the amount calculated in B (1) or B (2) of this Paragraph 9, whichever is less.

10. 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. This covenant touches and concerns and benefits the land and shall run with the land and shall be binding on Company and Developer, their respective heirs, executors, administrators, successors and assigns.

11. Any written notice to the Company provided for herein shall be addressed to Alabama Power Company, 600 North 18th Street, Birmingham, Alabama 35291. Any written notice to Developer provided for herein shall be addressed to Mr. Leo A. Morehouse, Jr., Project Manager, The Harbert-Equitable Joint Venture, P. O. Box 1297, Birmingham, Alabama 35201.

IN WITNESS WHEREOF, each of the above parties hereto have executed
this agreement on the day and year first above written.

ATTEST:

[Signature]
Secretary

ALABAMA POWER COMPANY

BY [Signature]
Vice President

ATTEST:

[Signature]

THE HARRIS-HOUGHTON JOINT VENTURE
Under Joint Venture Agreement Dated January 30, 1974
BY [Signature]
AS THE JOINT VENTURER
BY [Signature]
HARRIS-HOUGHTON JOINT VENTURE



19780130000011810 7/17 \$.00
Shelby Cnty Judge of Probate, AL
01/30/1978 12:00:00 AM FILED/CERT

BOOK 23 PAGE 632



19780130000011810 8/17 \$.00
Shelby Cnty Judge of Probate, AL
01/30/1978 12:00:00 AM FILED/CERT

STATE OF ALABAMA)
)
Jefferson COUNTY)

I, Dorothy L. Essig, a Notary Public in and for said County, in said State, hereby certify that E. H. Bonker, whose name as Vice President of Alabama Power Company, a corporation, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this date that, being informed of the contents of the agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of the corporation.

Given under my hand and official seal, this the 16th day of January, 1978.

Dorothy L. Essig
Notary Public

STATE OF ALABAMA)
)
Shelby COUNTY)

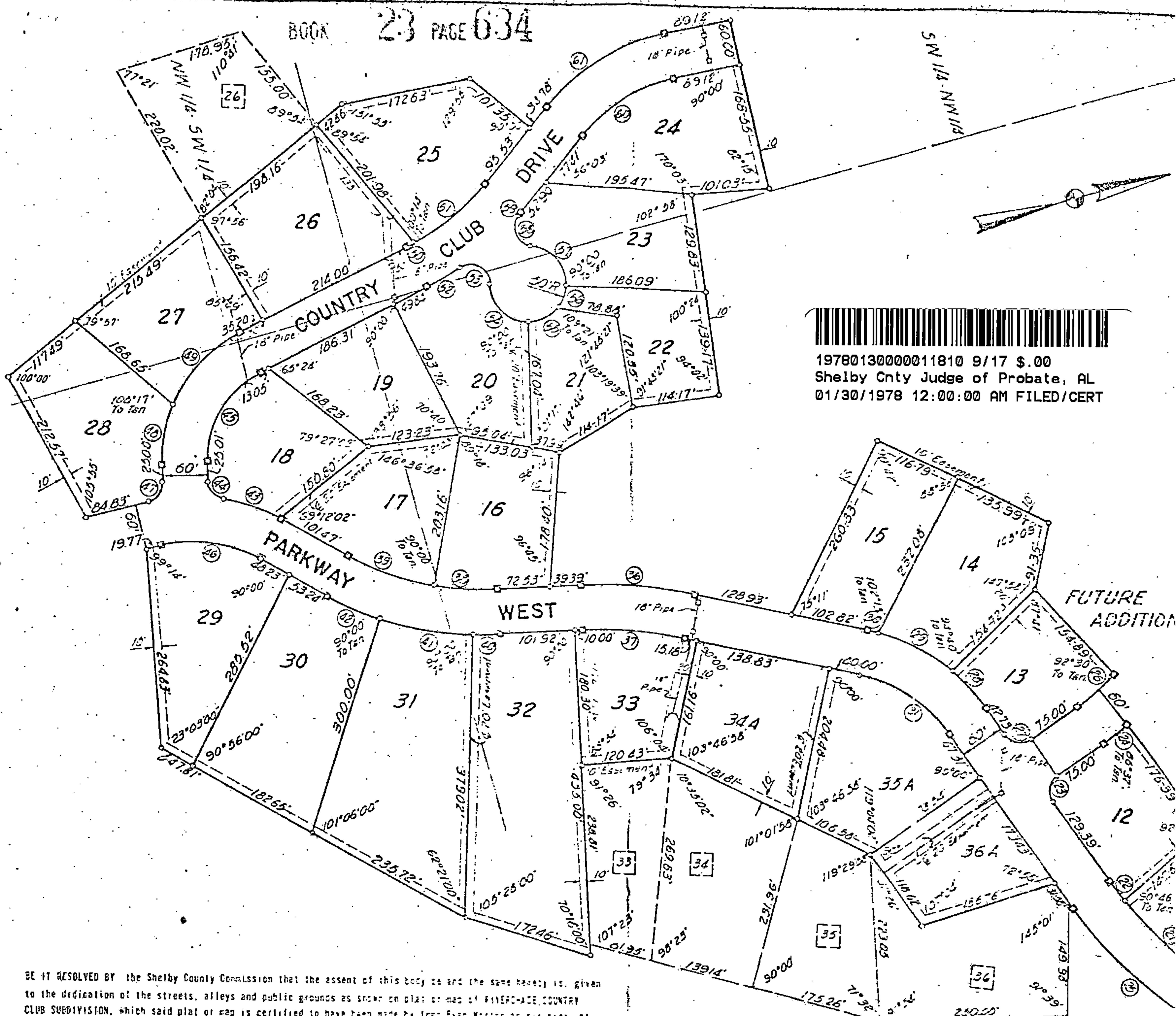
I, David C. White, a Notary Public in and for said County, in said State, hereby certify that James Hunter, whose name as Manager - Oak Grove of Shelby Construction, a corporation, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this date that, being informed of the contents of the agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of the corporation.

Given under my hand and official seal, this 17th day of January, 1978.

David C. White
Notary Public
My commission expires 1-20-81

23 PAGE 033

BOOK



19780130000011810 9/17 \$0.00
Shelby Cnty Judge of Probate, AL
01/30/1978 12:00:00 AM FILED/CERT

BE IT RESOLVED BY the Shelby County Commission that the assent of this body be and the same hereby is, given to the dedication of the streets, alleys and public grounds as shown on plat or map of RIVERSHORE COUNTRY CLUB SUBDIVISION, which said plat or map is certified to have been made by John Evan Norton as surveyor, at the instance of The Herbert-Equitable Joint Venture as owner, and has been submitted to this Board said plat or map being further identified by a recital of the approval of this Board signed by _____ County Clerk, of even date herewith.

FUTURE ADDITION

Lot 36 is a part of this Agreement

STATE OF ALABAMA
COUNTY OF SHELBY

The undersigned, John Evan Norton, Registered Land Surveyor, State of Alabama, and The Herbert-Equitable Joint Venture, owner, hereby certify that this plat or map was made pursuant to a survey made by said surveyor and that said survey and this plat or map were made at the instance of said owner; that this plat or map is a true and correct map of lands shown therein and known as RIVERSHORE COUNTRY CLUB showing the subdivisions into which it is proposed to divide said lands, giving the length and angles of the boundaries of each lot and its number, showing the streets, alleys and public grounds, giving the length, width and name of each street, as well as the number of each lot and block, and showing the relation of the lands to the government survey; and that iron pins have been installed at all lot corners and curve points as shown and designated by small open circles on said plat or map. Said owner also certifies that it is the owner of said lands and that the same are not subject to any mortgage.

Date 10/7/76

John Evan Norton

Surveyor

STATE OF ALABAMA
COUNTY OF SHELBY

I, _____ as Notary Public in and for said County and State, do hereby certify that John Evan Norton, whose name is signed to the foregoing certificate as a surveyor, Donald D. Evans and Edwin M. Grider whose names are signed to same as qualified officers of owner, all of whom are known to me, acknowledged before me on this date, that after having been duly informed of the contents of said certificate, they executed same voluntarily as such individuals with full authority therefor.

Given under my hand and seal this _____ day of _____ 1976.

EXHIBIT

To the Agreement
between Alabama
Herbert-Equitable

APPROVED: ALA

APPROVED: THE

NOTE:

1. ☒ are reserve sanitary easements for additional septic tank field lines, if temporary and shall be removed and considered null and void with the approval after approval of sanitary sewers and disposal facilities.
2. Lots 1, 26, 31, 32, 33, 34, 35, 36, 39, 41 and 42 are the only lots to be so.
3. The remaining lots will not be developed until sanitary sewers are available.

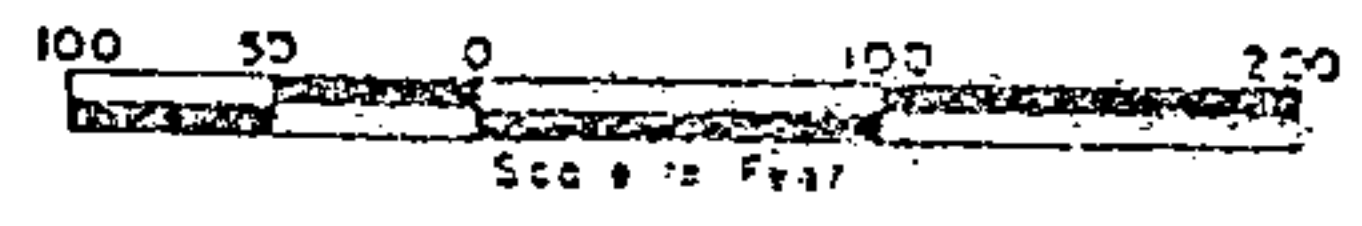


19780130000011810 10/17 \$.00
Shelby Cnty Judge of Probate, AL
01/30/1978 12:00:00 AM FILED/CERT

BOOK 23 PAGE 635
RIVERCHASE COUNTRY CLUB
RESIDENTIAL SUBDIVISION

Situated in the NE 1/4, NW 1/4 and SW 1/4 of
Section 35, Township 19 South, Range 3 West
Shelby County, Alabama.

Scale: 1"=100' Date: Aug 1975



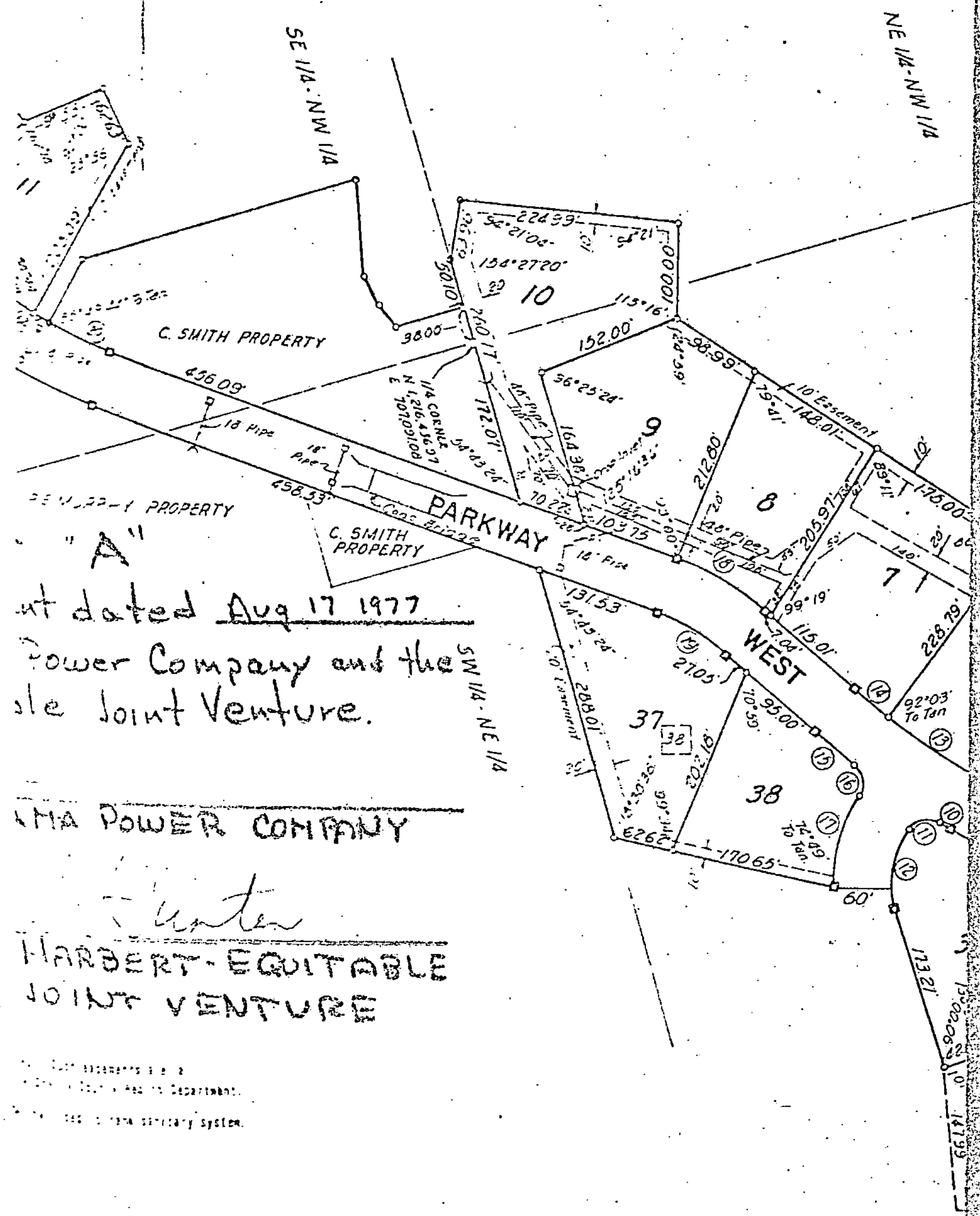
LOWE ENGINEERS, INC.
Birmingham, Alabama

APPROVED BY _____ DATE _____
SHELBY COUNTY PLANNING AND ZONING

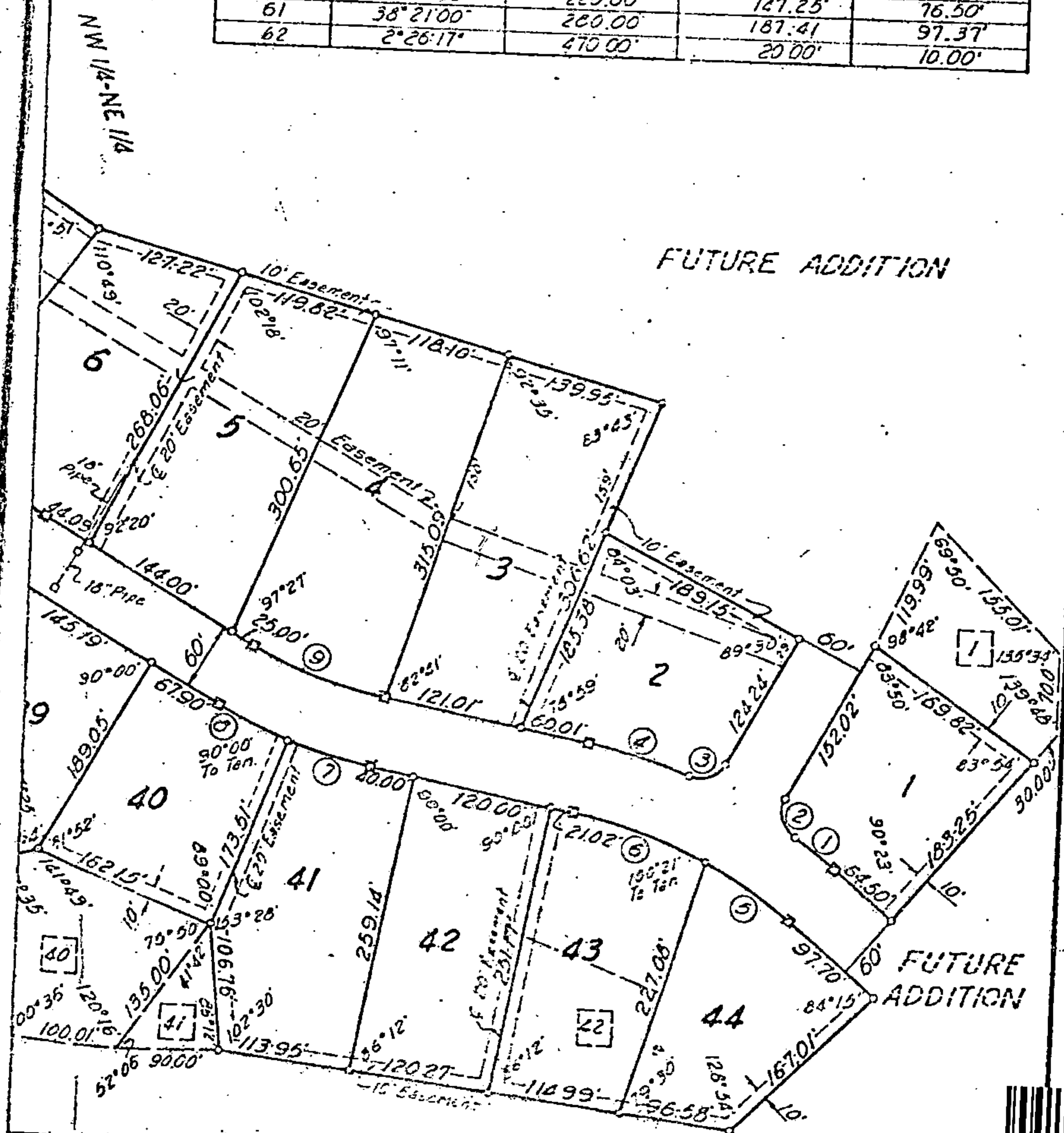
APPROVED BY _____ DATE _____
SHELBY COUNTY ENGINEER

APPROVED BY _____ DATE _____
SHELBY COUNTY HEALTH DEPT.

APPROVED BY John E. Norton DATE 10/7/76
LOWE ENGINEERS, INC.



CURVE DATA				
NO.	DELTA	RADIUS	LENGTH	TANGENT
1	5°30'14"	470.00	45.16	22.59'
2	83°37'12"	25.00	36.49	22.36'
3	83°37'12"	25.00	36.49	22.36'
4	11°05'12"	470.00	90.95	42.62'
5	12°18'00"	410.00	88.02	44.18'
6	17°03'00"	410.00	122.01	61.46'
7	10°14'00"	410.00	73.23	36.71'
8	9°08'00"	410.00	65.36	32.75'
9	19°22'00"	350.00	118.30	59.72'
10	00°56'14"	860.00	14.07	7.03'
11	86°23'35"	25.00	37.71	23.49'
12	50°55'25"	95.66	85.91	46.02'
13	8°12'00"	600.00	114.96	57.58'
14	3°18'00"	600.00	46.08	23.04'
15	3°28'13"	860.00	52.09	26.05'
16	86°26'13"	25.00	37.72	23.49'
17	36°42'00"	156.65	100.44	52.01'
18	21°29'00"	220.00	106.62	53.96'
19	21°29'00"	220.00	83.77	42.40'
20	8°37'43"	470.00	70.75	35.45'
21	19°24'00"	470.00	161.87	81.75'
22	3°53'00"	470.00	31.26	15.93'
23	90°00'00"	25.00	39.27	25.00'
24	5°33'00"	430.00	41.65	20.84'
25	34°41'00"	550.00	320.63	165.50'
26	10°02'00"	370.00	64.79	32.48'
27	90°00'00"	25.00	39.27	25.00'
28	14°31'05"	259.35	65.71	33.03'
29	25°02'00"	259.56	113.32	57.58'
30	3°18'00"	259.36	14.94	7.47'
31	42°51'00"	199.36	149.10	78.23'
32				
33				
34				
35				
36	14°38'00"	600.00	153.24	77.04'
37	14°38'00"	500.00	137.92	69.34'
38	12°17'00"	373.00	79.97	40.14'
39	18°42'00"	373.00	121.74	61.42'
40	4°16'00"	433.00	32.24	16.13'
41	16°33'00"	433.00	125.07	62.97'
42	10°10'00"	433.00	76.83	38.52'
43	18°44'47"	250.00	81.80	41.27'
44	76°27'47"	25.00	34.24	20.41'
45	65°03'00"	130.00	147.78	83.03'
46	41°21'00"	190.00	137.12	71.70'
47	76°35'00"	25.00	34.24	20.58'
48	23°41'00"	190.00	81.65	41.57'
49	40°27'00"	190.00	134.14	70.00'
50	1°59'00"	320.00	11.08	5.54'
51	22°01'00"	320.00	122.96	62.25'
52	7°39'42"	360.00	50.81	25.44'
53	125°01'42"	25.00	54.55	48.05'
54	91°30'00"	50.00	79.65	51.33'
55	51°28'00"	50.00	44.91	24.10'
56	34°55'00"	50.00	30.47	15.72'
57	67°47'00"	50.00	76.61	48.10'
58	125°01'42"	25.00	54.55	48.05'
59	00°43'42"	360.00	4.83	2.42'
60	38°21'00"	220.00	147.25	76.50'
61	38°21'00"	220.00	187.41	97.37'
62	2°26'17"	470.00	20.00	10.00'





19780130000011810 12/17 \$.00
Shelby Cnty Judge of Probate, AL
01/30/1978 12:00:00 AM FILED/CERT

BOOK 23 PAGE 637

CURVE DATA

NO	DELTA	RADIUS	LENGTH	TANGENT
1	7°13'22"	875.00'	111.83'	35.99'
2	12°2'23"	265.00'	55.70'	29.47'
3				
4	12°56'32"	265.00'	69.11'	34.75'
5	6°42'00"	935.00'	131.64'	65.93'
6	0°55'00"	935.00'	12.24'	6.12'
7	7°37'00"	205.00'	27.25'	13.65'
8	20°01'00"	205.00'	71.62'	35.13'
9	12°51'00"	490.00'	103.03'	55.18'
10	11°01'00"	550.00'	105.75'	53.04'
11	1°55'00"	550.00'	17.60'	8.80'
12	13°39'00"	420.00'	100.06'	50.27'
13	9°42'33"	420.00'	71.10'	35.64'
14	2°50'00"	420.00'	23.74'	11.87'
15	14°06'00"	420.00'	118.20'	59.50'
16	6°23'00"	420.00'	53.46'	25.77'
17	12°35'00"	358.00'	116.11'	58.57'
18	21°45'00"	358.00'	135.38'	68.31'
19	3°52'00"	358.00'	24.16'	12.08'
20	30°35'00"	298.00'	159.41'	81.65'
21	13°28'00"	298.00'	70.04'	35.18'
22	30°00'00"	25.00'	39.27'	25.00'
23	30°00'00"	25.00'	39.27'	25.00'
24	30°00'00"	25.00'	39.27'	25.00'
25	32°49'00"	280.00'	160.37'	82.43'
26	13°53'00"	550.00'	133.27'	65.86'
27	6°39'00"	340.00'	39.46'	19.73'
28	30°00'00"	25.00'	39.27'	25.00'
29	6°43'00"	490.00'	57.44'	28.75'
30	7°10'00"	490.00'	61.29'	30.69'
31	22°22'00"	25.00'	38.60'	24.34'
32	73°36'33"	25.00'	34.74'	20.83'
33	11°59'30"	250.00'	54.54'	27.36'
34	7°05'00"	150.00'	18.59'	9.31'
35	73°01'00"	150.00'	191.16'	111.03'
36	30°55'19"	255.00'	137.62'	70.53'
37	78°40'19"	25.00'	34.33'	20.49'
38	42°58'00"	25.00'	18.69'	9.81'
39	24°03'00"	50.00'	20.99'	10.65'
40	27°36'23"	195.00'	93.96'	47.91'
41	78°40'18"	25.00'	34.33'	20.49'
42	22°50'00"	25.00'	18.69'	9.81'
43	33°59'00"	50.00'	34.89'	18.19'
44	0°27'13"	235.00'	0.54'	0.27'
45	26°05'32"	195.00'	88.80'	45.18'
46	23°01'00"	210.00'	293.64'	175.55'
47	23°05'00"	220.00'	88.63'	44.93'
48	201°38'00"	50.00'	175.96'	-

BE IT RESOLVED BY the Shelby County Commission that the to the dedication of the streets, alleys and public grounds, FIRST ADDITION, which said plat or map is of surveyor, at the instance of The Herbert-Equitable Joint Board, said plat or map being further identified by a re County Clerk, at even date

STATE OF ALABAMA
COUNTY OF SHELBY

The undersigned, John Evan Norton, Registered Land Surveyor, hereby certify that this plat or map was made for this plat or map were made at the instance of said order therein and known as RIVERCHASE COUNTY CLUB showing the giving the length and angles of the boundaries of each lot giving the length, width and name of each street, as well of the lands to the government survey; and that iron pin shown and designated by small open circles on said plat lands and that the same are not subject to any mortgage.

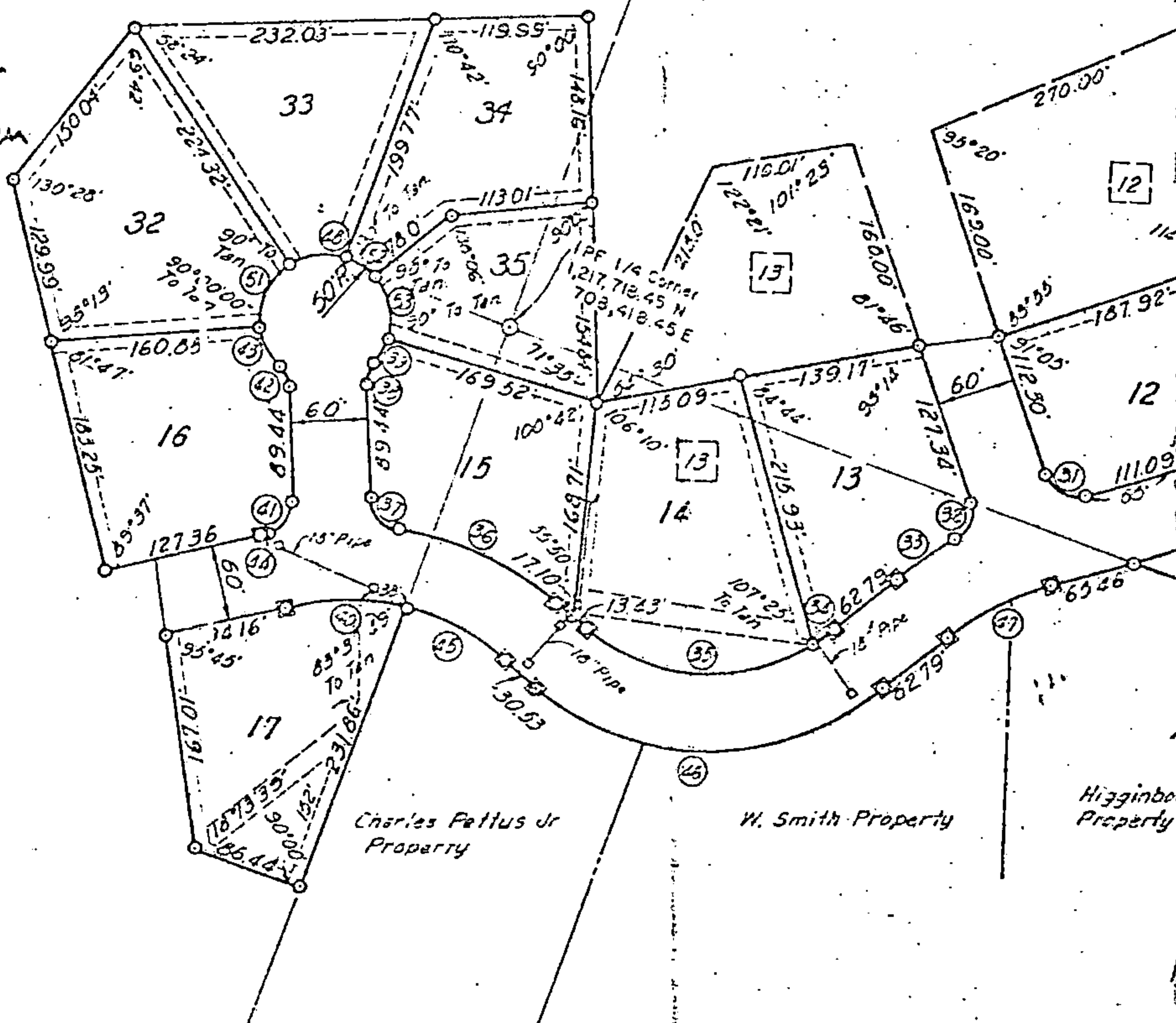
Date 10/7/76

STATE OF ALABAMA
COUNTY OF SHELBY

I, John E. Norton Notary Public in and for said that John Evan Norton, whose name is signed to the foregoing, B. Evans and Edwin M. Dixon whose names are signed all of whom are known to me, acknowledged before me, on day informed of the contents of said certificate, they individuals with full authority therefor.

Signed under my hand and seal this 7th day of Oct

Lots 32, 33, 34 & 35 are excluded from this Agreement.



45	32°22'22"	150.00'	120.85'	62.60'
46	38°23'02"	120.00'	80.57'	41.57'
47	2°13'00"	50.00'	53.77'	25.81'
48	27°24'00"	30.00'	23.91'	12.19'
49	60°58'00"	50.00'	52.64'	25.25'

NOTE:
1. 1
2. 1
3. 1

APPROVED BY

John E. Norton
LOWE ENGINEERS, INC.

DATE 10/7/76

assent of the body to and the same hereby is given as shown on plat or map of RIVERCHASE COUNTRY CLUB situated in the County of Shelby, Alabama, and has been exhibited to this plat of the approval of this Board signed by hereunto

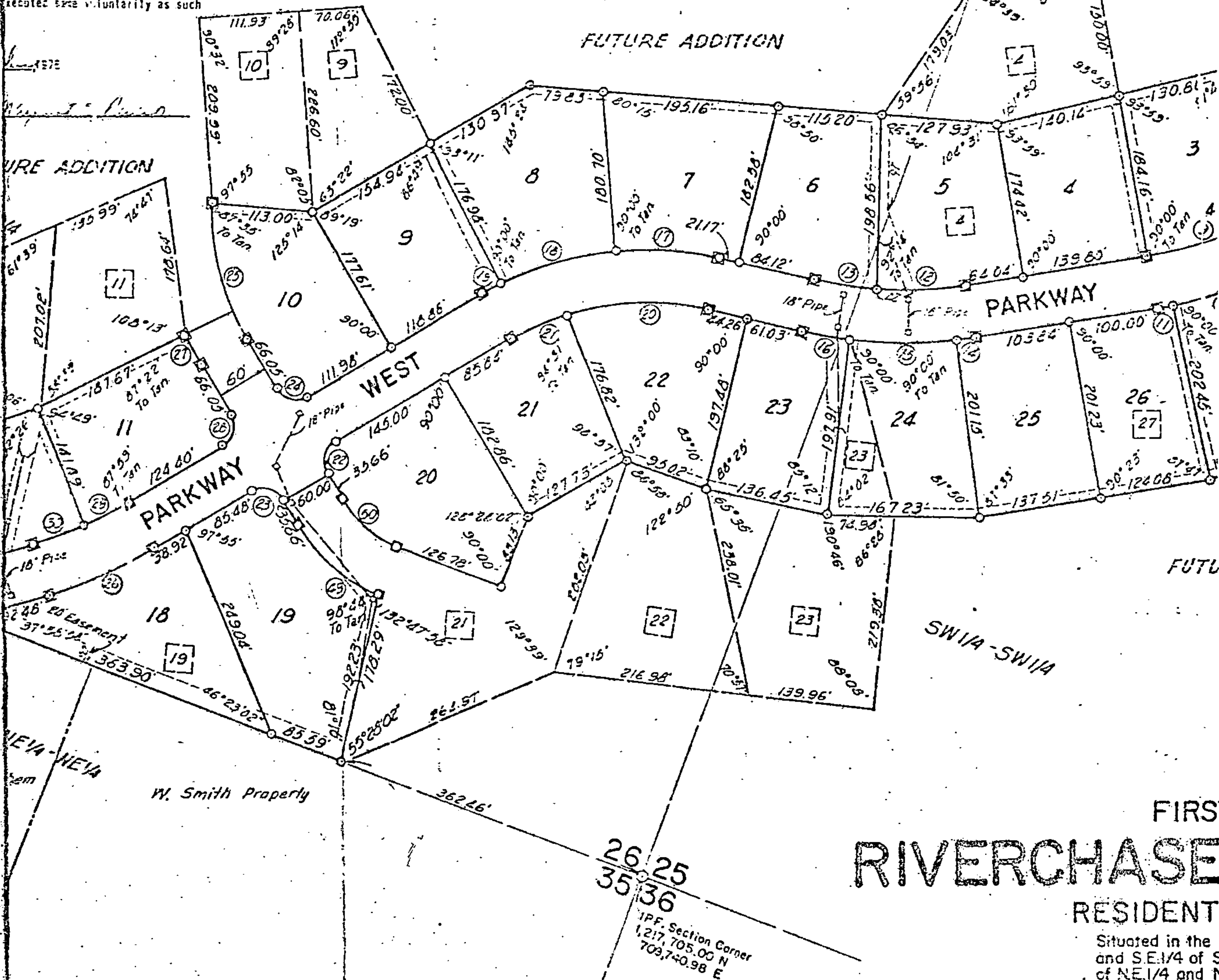


19780130000011810 13/17 \$.00
Shelby Cnty Judge of Probate, AL
01/30/1978 12:00:00 AM FILED/CERT

or, State of Alabama, and The Herbert-Equitable Joint Venture, want to, to be made by said surveyor and that said survey and that the plat or map is a true and correct map of lands shown subdivided into which it is proposed to divide said lands, and its number, showing the streets, alleys and public grounds, as the number of each lot and block, and showing the relation have been installed at all lot corners and curve points as a map. Said owner also certifies that it is the owner of said

John Evan Norton
Don H. Fife
Ed V. D. [unclear]

County and State, do hereby certify
ing certain data as a surveyor,
to serve as qualified officers
his date, after having been
recited same voluntarily as such



FIRS RIVERCHASE RESIDENT

Situated in the
and S.E. 1/4 of S
of NE 1/4 and T
Township 19 Sou
Alabama.

Scale: 1" = 100'

100 50

are reserve sanitary easements for additional septic tank field lines, if required. Such easements are
library and shall be rescinded and considered null and void with the approval of the Shelby County Health Department.
For additional sanitary sewers and disposal facilities.
is 3 4 5 11, 12, 13, 15, 16, 19, 21, 22, 23, 27 and 39 are the only lots to be serviced by a septic tank sanitary system.
remaining lots will not be developed until sanitary sewers are available.

LOWE
Birmingham

EXHIBIT "B"

To the Agreement dated Aug 17, 1977
between Alabama Power Company
and the Herbert - Equitable
Joint Venture

D. H. Baker

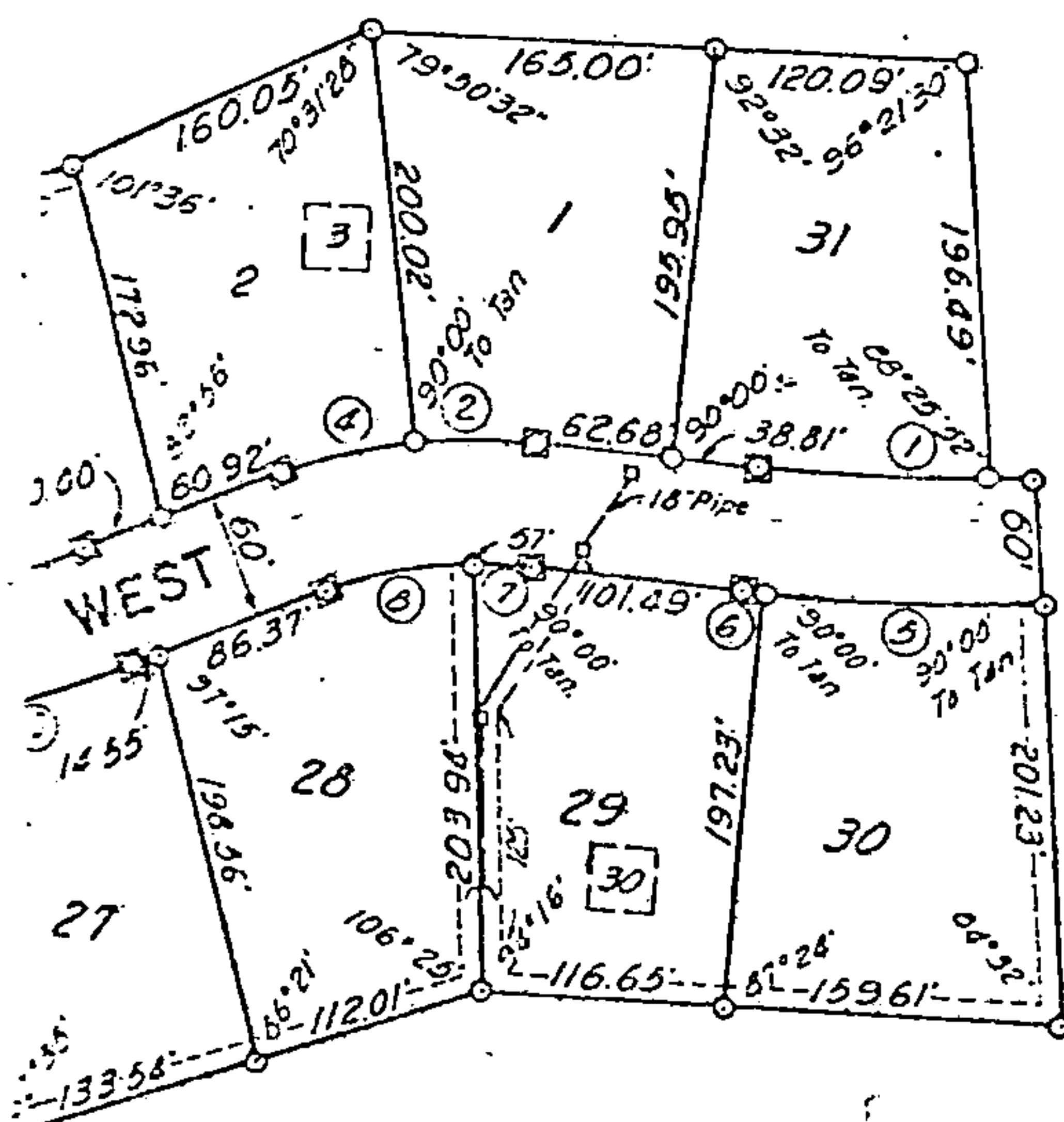
APPROVED: ALABAMA POWER COMPANY

Stuart Hunter

APPROVED: THE HERBERT - EQUITABLE
JOINT VENTURE



19780130000011810 14/17 \$.00
Shelby Cnty Judge of Probate, AL
01/30/1978 12:00:00 AM FILED/CERT



BOOK

23 PAGE 639

RE ADDITION.

T ADDITION COUNTRY CLUB IAL SUBDIVISION

SW 1/4 of SW 1/4 of Section 25,
E 1/4 of Section 26, and NE 1/4
of NE 1/4 of Section 35,
Tn, Range 3 West, Shelby County,

Date: Aug. 1975



ENGINEERS, INC.
Shelby County, Alabama

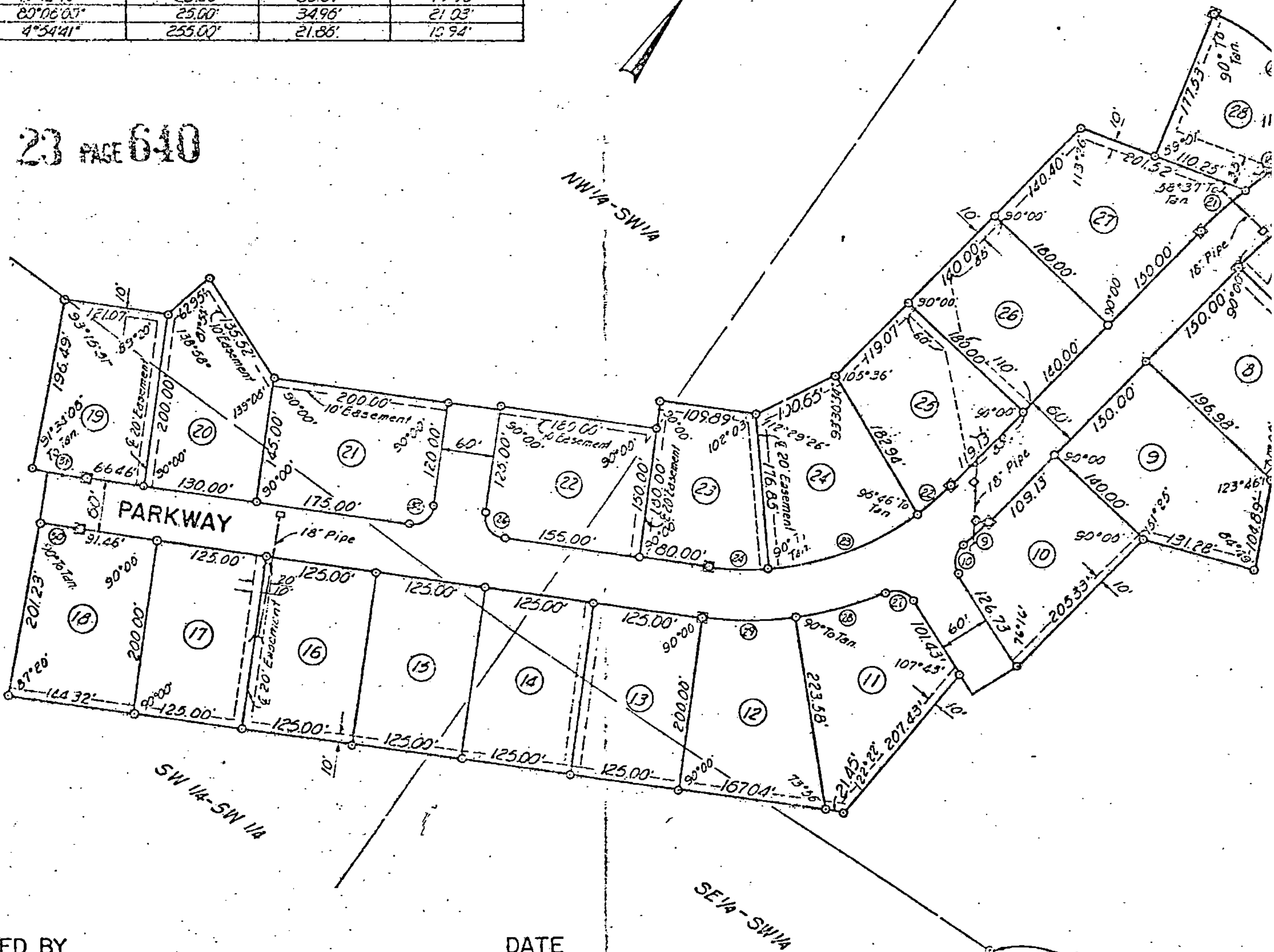
CURVE DATA				
NO	DELTA	RADIUS	LENGTH	TANGENT
1	25°44'00"	280.00'	125.76'	23.93'
2	25°30'00"	280.00'	131.16'	26.83'
3	90°22'00"	25.00'	39.27'	25.00'
4	21°53'00"	320.00'	122.22'	61.86'
5	16°35'00"	360.00'	109.98'	55.38'
6	90°06'00"	25.00'	39.27'	25.00'
7	21°12'00"	450.00'	166.50'	63.22'
8	27°15'00"	450.00'	213.02'	109.07'
9	05°55'42"	380.00'	39.32'	19.63'
10	82°11'42"	25.00'	35.66'	21.81'
11	29°31'00"	170.00'	87.23'	42.63'
12	17°33'00"	230.00'	71.12'	32.33'
13	23°02'00"	270.00'	108.70'	55.10'
14	64°05'58"	25.00'	36.70'	22.55'
15	10°33'58"	510.00'	97.02'	43.68'
16	03°08'00"	510.00'	72.40'	36.28'
17	61°23'00"	230.00'	246.41'	136.52'
18	09°39'58"	510.00'	86.04'	23.12'
19	84°05'58"	25.00'	36.70'	22.55'
20	15°56'55"	210.00'	168.68'	65.67'
21	07°57'00"	510.00'	70.76'	35.22'
22	06°50'00"	320.00'	49.33'	24.73'
23	32°26'00"	320.00'	163.00'	94.08'
24	12°03'00"	320.00'	67.30'	33.77'
25	35°52'00"	250.00'	156.50'	80.91'
26	90°00'00"	25.00'	39.27'	25.00'
27	82°11'42"	25.00'	35.66'	21.81'
28	16°02'42"	380.00'	106.41'	53.58'
29	16°04'00"	380.00'	106.56'	53.63'
30	2°40'00"	935.00'	43.52'	21.76'
31	6°09'36"	875.00'	63.54'	31.78'
32	90°00'00"	25.00'	39.27'	25.00'
33	3°21'50"	510.00'	20.00'	10.01'
34	58°30'29"	150.00'	153.17'	64.32'
35	44°15'10"	255.00'	197.03'	103.72'
36	77°12'10"	25.00'	33.69'	19.96'
37	80°06'00"	25.00'	34.96'	21.03'
38	4°54'41"	255.00'	21.86'	10.94'

BE IT RESOLVED BY the Shelby County Commission that the assent of this body be and the same hereby is, give in the dedication of the streets, alleys and public grounds as shown on a plat or map of RIVERCHASE COUNTRY SUBDIVISION, SECOND ADDITION, which said plat or map is certified to have been made by John E. Norton as surveyor, at the instance of The Harbert Equitable Joint Venture as owner, and has been exhibited to this Board, said plat or map being further identified by a recital of the approval of this Board signed by _____ County Clerk, of even date herewith.



19780130000011810 15/17 \$.00
Shelby Cnty Judge of Probate, AL
01/30/1978 12:00:00 AM FILED/CERT

BOOK 23 PAGE 640



APPROVED BY _____ DATE _____
SHELBY COUNTY PLANNING AND ZONING

APPROVED BY _____ DATE _____
SHELBY COUNTY ENGINEER

APPROVED BY _____ DATE _____
SHELBY COUNTY HEALTH DEPT.

APPROVED BY John E. Norton DATE 10/7/76
LOWE ENGINEERS, INC.

SE 1/4
NE 1/4
of Sec
Shelby



19780130000011810 16/17 \$.00
Shelby Cnty Judge of Probate, AL
01/30/1978 12:00:00 AM FILED/CERT

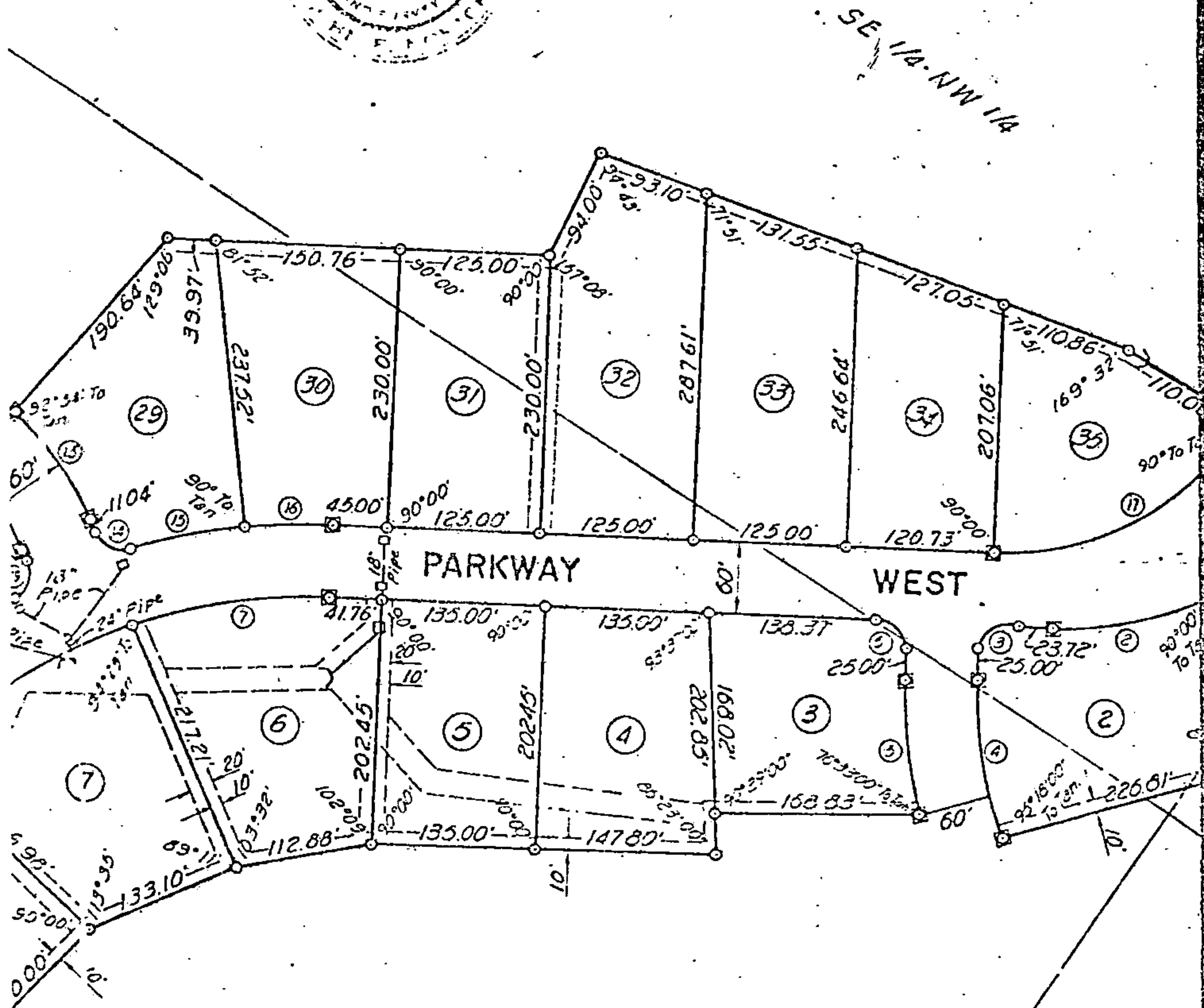
STATE OF ALABAMA
COUNTY OF SHELBY

The undersigned, John Evan Norton, Registered Land Surveyor, State of Alabama, and The Harbert-Equitable Joint Venture, owner, hereby certify that this plat or map was made pursuant to a survey made by said surveyor and that said survey and this plat or map were made at the instance of said owner; that this plat or map is a true and correct map of lands shown therein and known as RIVERCHASE COUNTRY CLUB showing the subdivisions into which it is proposed to divide said lands, giving the length and angles of the boundaries of each lot and its number, showing the streets, alleys and public grounds, giving the length, width and name of each street, as well as the number of each lot and block, and showing the relation of the lands to the government survey; and that iron pins have been installed at all lot corners and curve points as shown and designated by small open circles on said plat or map. Said owner also certifies that it is the owner of said lands and that the same are not subject to any mortgage.

DATE 10/7/76



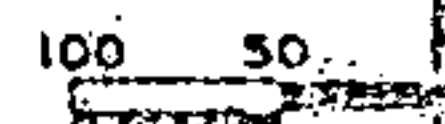
John Evan Norton
D. M. Harbert



SECON
RIVERCHASE
RESIDENTIAL

Situated in the
Section 25, Town
Shelby County,

Scale: 1" = 100'



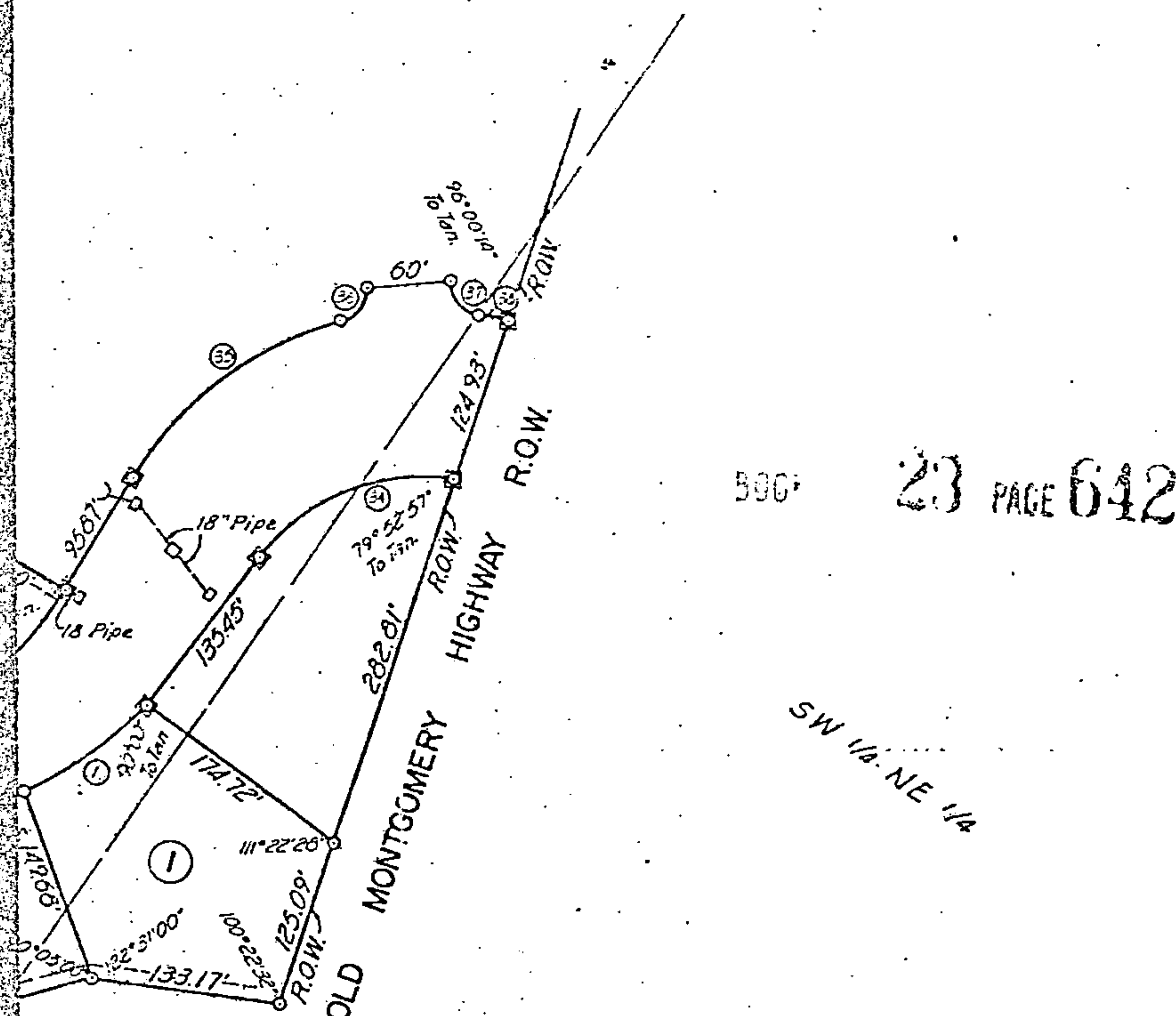
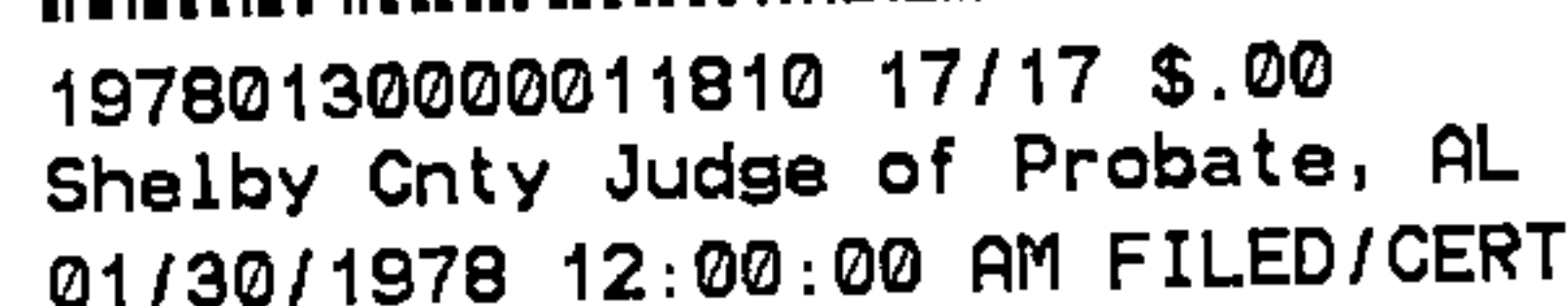
LOWE
Birmingham

of the
the S. 1/4
Tp 15S, R 3W,
County, Alabama

1/4 Cor.
N 1,218,392.88
E 712,359.45

7. _____ as Notary Public in and for said County and State, do hereby certify that John Evan Norton whose name is signed to the foregoing certificate as a surety, Donald D. Evans and Edwin M. Olson whose names are signed to same as qualified officers of owner, all of whom are known to me, have acknowledged to me on this date, that after having been duly informed of the contents of said certificate they executed same voluntarily as such individuals with full authority therefor.

Given under my hand and seal this _____ day of _____ 1876



To the Agreement dated Aug 17 1977
between Alabama Power Company
and the Harbert-Equitale
Joint Venture

D. W. Barker

APPROVED: ALABAMA POWER COMPANY

Still Hunter

APPROVED: THE HARBERT-EQUITABLE
JOINT VENTURE

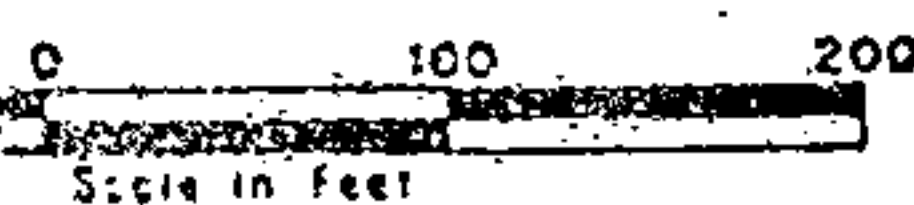
ADDITION

COUNTRY CLUB

AL SUBDIVISION

S.W. 1/4, N.W. 1/4 and N.E. 1/4 of
ship 19 South, Range 3 West
Alabama

Date: July 1975



ENGINEERS, INC.
Birmingham, Alabama

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

1978 JAN 30

AM 10:

Rec. 255

35 Ind. 100

2650

JUDGE OF PROBATE