O"R 44-2849-6

429

Agreement For Underground Residential Distribution (Condominiums)

Alabama Power

STATE OF ALABAMA)
)
SHELBY COUNTY)

THIS AGREEMENT made and entered into this the 2nd day of April, 1982, by and between Alabama Power Company, a corporation (hereinafter referred to as "Company"), and Harbar Homes, Inc. (hereinafter referred to as "Developer"), the Developer of Chase Plantation Subdivision; consisting of 32 lots.

WITNESSETH:

WHEREAS, Developer is the owner of the hereinafter described subdivision and is desirous of obtaining electric 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, underground 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 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 setback dimensions, and proposed building lines, which said plat is recorded in Map Book 8, Page ____, in the office of the Judge of Probate of _____ County, Alabama, a copy of which, as recorded, has been furnished Company to be retained in its files as an exhibit to this agreement; and

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☒ 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 diminsions, and proposed building lines, which said plat is attached hereto and for which the plat of said subdivision which is finally approved and recorded in Map Book 8, Page 68, in the office of the Judge of Probate of Shelby County, Alabama, will be substituted therefor. The recorded plat will be supplied subsequent to the date of this Agreement. In the event the subdivision plat recorded subsequent to the date hereof contains changes from the preliminary plat attached hereto which require changes in the electric system, the Developer shall pay for any increases in the cost of the required installation. Such payment 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 shall be reflected in the notice to Developer that payment is due, and

WHEREAS, Developer has filed for record restrictive covenants requiring all lot owners to install electric service in accordance with the Underground Residential Distribution Program; and

WHEREAS, Developer's total installation payment under this agrement is equal to $15,567.02, 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 inclusive of individual lot service, and conduit from lot line to final grade elevation at the meter location, as determined by the Company,and (Check if Applicable)

☒ Conduit for primary and secondary cables, as determined by the Company.

(Customer or Developer shall furnish and install conduit, PVC schedule 40 or equal, from final grade elevation at the Company designated meter location to the Company furnished, Developer installed, meter socket.) This payment also includes anticipated estimated excess trenching cost to include rock removal and requirements to obtain suitable backfill from off site. The Developer shall be billed as a separate item for other costs incurred by the Company over and above the costs generally associated with trenching for underground residential distribution which is due principally to debris removal requirements, conduit requirements under street crossings due to inadequate written notice from the Developer as specified in Paragraph four (4) below, trench depth requirements different from that generally employed by the Company, seeding and/or reseeding, sodding and/or resodding, or requirements for boring or additional equipment not generally employed by the Company for underground residential trenching.

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

1. (FILL IN APPLICABLE PROVISION)

Developer will pay Company the total amount of the installation payment ($ N/A) within ten (10) days from the date of Company's written notice to Developer that said payment is due.

Developer has paid Company the total amount of the installation payment ($15,567.02).

Return to TE Hunt 15 So 20th St
Ala Power Bhm Al 35233-2017

Form 5-42849

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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 180 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 cancel 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 service 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 to 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 subcontractor in the construction, operation, maintenance or removal of the Company's underground facilities.

4. 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 accessable 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 shall be billed to the Developer as a separate item.

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 furnish and install the conduit, PVC schedule 40 or equal, from the final grade elevation at the Company designated meter location to the Company furnished, Developer installed, meter socket.

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 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.

9. Any written notice to the Company, except as noted in Paragraph one (1) and four (4) above, shall be addressed to Alabama Power Company, Division Manager-Energy Services 15 South 20th Street, Birmingham, Alabama 35233-2017

Any written notice to Developer provided for herein shall be addressed to Mr. B. J. Harris, President, Harbar Homes, Inc., Route 1, Box 306-B, Helena, AL 35080.

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

ATTEST/WITNESS:

ALABAMA POWER COMPANY

_____

ALABAMA POWER COMPANY

BY D. W Booth
Vice President

HARBAR HOMES, INC.
Developer

ATTEST

_____

BY Danny Barrow Vice President
Developer's Authorized Agent

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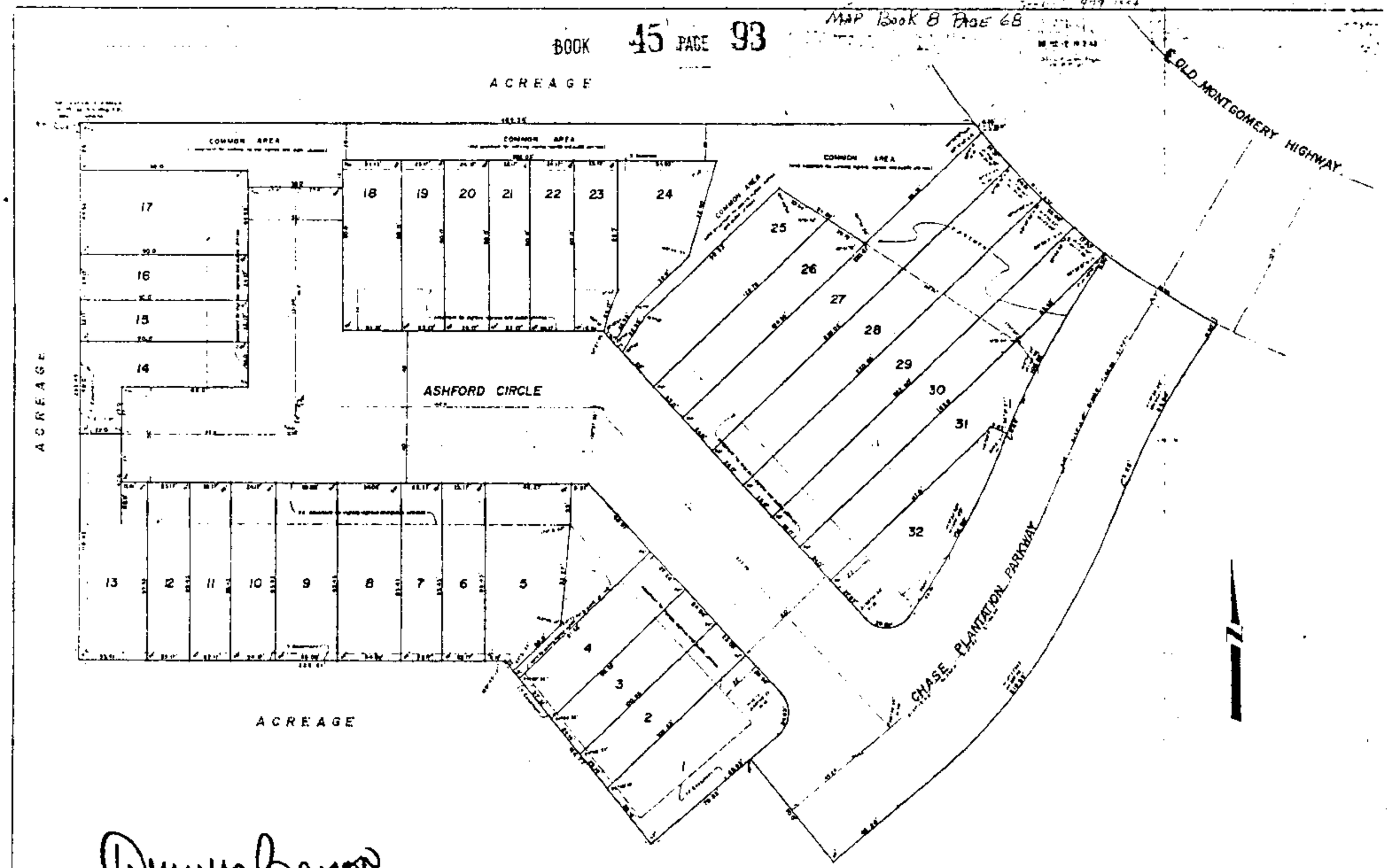
Map Book 8 Page 68



Danny Barron

For identification by Developer as being part of the Agreement for Underground Electric Service dated 4/2/92.

AMENDED MAP
OF
CHASE PLANTATION

STATE OF ALABAMA)
)
Jefferson COUNTY)

I, William A. Cochran Jr., a Notary Public in and for said County, in said State, hereby certify that S. H. Borders, 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 12th day of April, 1982

William A. Cochran Jr.
Notary Public

STATE OF ALABAMA)
)
Shelby COUNTY)

I, T E Jones, a Notary Public in and for said County, in said State, hereby certify that Dessie Burrow, whose name as Vice President of Harbor Homes Inc., 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 2nd day of April, 1982

T E Jones
Notary Public

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1982 MAY 14 AM 9:07
Rec 600
Ind 100
700

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STATE OF ALABAMA)
Thomas A. Goodwin, Jr.
JUDGE OF PROBATE
COUNTY)

I, _____, a Notary Public in and for said County, in said State, hereby certify that _____, whose name(s) _____ signed to the foregoing agreement, and who _____ known to me, acknowledged before me on this date that, being informed of the contents of the agreement, _____ executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the _____ day of _____, 19____.

_____
Notary Public