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Shelby Cnty Judge of Probate, AL
02/23/1983 00:00:00 FILED/CERTIFIED

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AGREEMENT CONCERNING ELECTRIC SERVICE TO MEADOW BROOK

This AGREEMENT made and entered into this twenty-third day of May, 1978, by and between Alabama Power Company, hereinafter called the Utility and Daniel International Corporation, hereinafter called the Developer.

WITNESSETH THAT:

WHEREAS, the Utility owns and operates an electric distribution system located in and around Valleydale Road in Shelby County, Alabama, in the vicinity of which the Developer proposes to develop a commercial, single family, and multi-family development in Meadow Brook, hereinafter referred to as the "Development;" and

WHEREAS, the Developer desires the Utility to construct an overhead rear-lot distribution line for the purposes of supplying electric service in the Development and to place such distribution lines at the approximate locations shown as circuits #1 (red), #2 (blue), #3 (orange) on the map attached hereto as Exhibit A and made a part hereof; and

WHEREAS, the location of the primary distribution lines will enhance the value of the lots in the Development but is not in conformity with customary practice of the Utility of locating such lines along streets on front lot lines in such manner as will result in the lowest practical construction costs consistent with standard practices and methods; and

Harold Williams
BALCH, BINGHAM, BAKER, HAWTHORNE, WILLIAMS & WARD
ATTORNEYS AND COUNSELORS
POST OFFICE BOX 306
BIRMINGHAM, ALABAMA 35201

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WHEREAS, the Developer desires to pay the Utility all amounts representing the Utility's estimated cost of said circuits in excess of Utility's estimated cost of primary distribution lines located in conformity with Utility's standard practices and methods of construction; and

WHEREAS, Developer understands that said payment which represents the excess cost to the Utility will not be subject to refund,

NOW, THEREFORE, in consideration of the premises and of the mutual agreements hereinafter set forth, it is agreed by and between the parties as follows:

1. Developer will pay the Utility the total amount of \$86,586 within ten (10) days from the date of Utility's written notice to Developer that said payment is due, which Notice will be given at the beginning of construction of the circuits. This amount represents the excess cost of construction associated only with circuits #1 (red) and #3 (orange). The Developer agrees to pay the excess costs associated with circuit #2 (blue) as determined by the Utility at the time of construction thereof. Circuit #2 (blue) will be constructed when deemed necessary by the Utility to provide realible electric service to the area.
2. The Utility will construct circuits #1 (red), #2 (blue), and #3 (orange) primary distribution lines at the approximate locations shown on Exhibit A consistent with

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good engineering and construction methods. The Developer agrees to convey to the Utility without cost to it, all easements including 30 foot rights-of-way, tree trimming rights, right of ingress and egress, necessary to the Utility for the purpose of constructing, operating, maintaining, and removing said circuits #1 (red), #2 (blue) and #3 (orange) distribution lines on, over or across the property of the Developer included in the Development as shown in Exhibit A. The Utility will cut and stack logs, and tree tops will be chipped and blown on the right-of-way. If relocation is requested, the Utility agrees to relocate the distribution lines provided the Developer pays the cost of relocation and provides to the Utility an acceptable location and rights-of-way for the relocated lines.

4. Sector Development - Residential

The Developer, or any independent developer, of each sector may request standard overhead front street construction, except along Meadow Brook Drive, and Utility will provide such service with no contribution required to be made to the Utility. The Developer agrees to provide and record restrictive covenants on all lots adjacent to Meadow Brook Drive to restrict front lot electric service. The Utility retains the right to construct overhead distribution lines crossing Meadow Brook Drive. Single

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phase underground (URD) service along streets may be available except those lots which are adjacent to any rear overhead feeder line without regard to its location in the development. Those lots adjacent to this rear overhead feeder line will have available to them on an individual basis underground service (secondary) from the overhead line. The independent developer(s) of each sector will be responsible for any cost differential between standard overhead street construction, rear lot construction or underground residential construction (URD). The cost differential will be in accord with the Company's standard practices and service policies and/or requirements in effect ordered by the Alabama Public Service Commission at the time of the Development.

5. Commercial

The areas designated as commercial, apartment, and townhouse developments will be handled in the future when specific plans for these areas are available. Underground service can be provided with the Developer and/or customer paying the difference in normal overhead service and underground service. Apartment and townhouse developments will have only single phase (1Ø) 120/240 volt service. The commercial development will have three phase underground service available from

overhead lines. The cost differential will be in accord with the Company's standard practices and service policies and/or requirements in effect ordered by the Alabama Public Service Commission at the time of the Development.

6. This agreement shall be binding on Utility and Developer, their respective successors and assigns.

ATTEST:

ALABAMA POWER COMPANY

B. A. Bouron
Secretary

By H. H. Turner, Jr.
Vice President
per

ATTEST:

DANIEL INTERNATIONAL CORPORATION

[Signature]

By [Signature]
Vice Pres.

APPROVED AS TO FORM:
BALCH, BINGHAM, BAKER, HAWTHORNE, WILLIAMS & WARD
BY [Signature]

This document was prepared by
Balch, Bingham, Baker, Hawthorne,
Williams & Ward
P. O. Box 306
Birmingham, Alabama 35201

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VALLEYDALE ROAD

CIRCUIT 3

SECTOR

SECTOR

OFFICES

OFFICE PARK

CLOISTERS

CHURCH SITE

SCHOOL SITE

CIRCUIT #2

INVERNESS SUB

A DEVELOPMENT OF DANIEL REALTY CORPORATION

MEADOW

BROOK

DEVELOPED BY DANIEL REALTY CORPORATION

U.S. HWY 280

OFFICE PARK

COMMERCIAL

COMMERCIAL AND OFFICES

OFFICES

CIRCUIT #1

CAHABA VALLEY ROAD

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EXHIBIT "A"
CIRCUIT #1 —
CIRCUIT #2 —
CIRCUIT #3 —

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1983 FEB 23 AM 10:35

Thomas A. Saunders
JUDGE OF PROBATE

Dec 12.00
1.00