

ALABAMA POWER

915-

SPECIAL Agreement For Underground Residential Distribution

STATE OF ALABAMA)

SHELBY COUNTY)

THIS AGREEMENT made and entered into this the 20th day of May, 1983, by and between Alabama Power Company, a corporation (hereinafter referred to as "Company"), and Homer L. Dobbs, Peggy R. Dobbs, V. C. Handy, and Bobbie L. Handy (hereinafter referred to as "Developer"), the Developer of Brush Creek Subdivision, consisting of 17 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 ultimately 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:

Two copies of a plat subdividing Developer's real estate into lots and designating 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, which said plat is recorded in Map Book 8, Page 89, in the office of the Judge of Probate of Shelby County, Alabama, a copy of which, as recorded, has been furnished Company to be retained in its files as an exhibit to this agreement.

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, Company has agreed to construct an underground primary electric distribution system in the subdivision in a manner contrary to its standard methods

Return to T E Hunt 15 So 20th St
Ala Power Bham AL 35233

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such that Developer shall be responsible for the extension of service only to lot lines of the various lots; and

WHEREAS, Developer's total installation payment under this agreement is equal to \$13,814.44, which said amount represents the Company's estimated cost of the above mentioned underground primary electric distribution system in excess of the estimated cost of a comparable overhead distribution system, including the applicable anticipated excess trenching costs and the up-and-down costs of removing certain existing facilities. The Developer shall be billed as a separate item for other costs incurred by the Company over and above the cost 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 Six (6) 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. Developer has paid Company the total amount of the installation payment \$13,814.44.

If the Developer has not met the site preparation requirements as set forth herein, and home construction has not begun, and the Developer has not 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. Failure to cancel this Agreement at the end of 360 days does not forfeit the Company's right to cancel at a future time.

2. Company will own, install and maintain a single-phase, underground primary electric distribution system along the streets in said subdivision, including surface mounted transformers, surface mounted enclosures which may contain electrical equipment such as sectionalizing devices, capacitors, regulators, etc., and underground cables, excluding any service lines from said primary distribution system to any residences in the said subdivision.

3. Developer agrees to grant 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. The Owner 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 facilities.

4. The Developer shall notify each lot owner of the requirement to install electric service in accordance with the Underground Residential Distribution Program at the underground differential cost prevailing at the time of construction, which cost is to be paid by said lot owner. The Developer shall also advise each lot owner to obtain the meter location from the Company prior to the beginning of the installation of service entrance facilities and associated wiring. Company agrees that the Company will, when requested by the lot owners and payment is made by same, install the underground electric service from the appropriate lot line to

the residential structure. The cost of extension of service on individual lots will be specifically estimated at the time of installation and will be based on the then prevailing differential charges for underground service, and such cost will be borne by the lot owner.

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 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 accessible to the Company's equipment, remove all obstructions and grade to within four (4) inches of the final grade elevation. Streets, lot lines and easement 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.

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 Paragraphs One (1) and Six (6) above, shall be addressed to Alabama Power Company, Division Manager-Marketing, 15 South 20th Street, Birmingham, Alabama 35233. Any written notice to Developer provided for herein shall be addressed to Mr. Virgil Handy and Mr. Homer Dobbs, Handy & Dobbs Realty Company, 2060 Patton Chapel Road, Birmingham, Alabama 35226.

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

ALABAMA POWER COMPANY

BY D. W. Broken
Vice President

Homer L. Dobbs
Homer L. Dobbs

Peggy R. Dobbs
Peggy R. Dobbs

V. C. Handy
V. C. Handy

Bobbie L. Handy
Bobbie L. Handy

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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. BOOKER, 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 17th day of August, 19 83

William A Cochran Jr
Notary Public

STATE OF ALABAMA)
)
SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that

Homer L. Dobbs & wife, Peggy R. Dobbs, whose name(s) are signed to the foregoing agreement, and who

are known to me, acknowledged before me on this date that, being informed of the contents of the agreement, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 20th day of May, 19 83

Eva D. Moon
Notary Public

BOOK STATE OF ALABAMA)
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SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that

V. C. Handy & wife, Bobbie L. Handy, whose name(s) are signed to the foregoing agreement, and who

are known to me, acknowledged before me on this date that, being informed of the contents of the agreement, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 20th day of May, 19 83

Eva D. Moon
Notary Public

STATE OF ALABAMA

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

COUNTY

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I, Thomas A. Shoultz, Jr., 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

STATE OF ALABAMA)
)
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

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