

S75

Agreement For Underground Residential Distribution

Alabama Power 

STATE OF ALABAMA)
)
SHELBY COUNTY)

THIS AGREEMENT made and entered into this the 30th day of April, 1984, by and between

Alabama Power Company, a corporation (hereinafter referred to as "Company"), and The Harbert-Equitable

Joint Venture, a General Partnership, (hereinafter referred to as "Developer"), the Developer of

Riverchase Country Club, 15th Addition, and Riverchase Subdivision; consisting of 41 lots.
Country Club, 15th Addition, Phase II, except Lot 10-A

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 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 _____, 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

[X 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, 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 168, 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 agreement is equal to \$ 22,495.46, 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 as determined by the Company but excluding customer owned and installed conduit from Company furnished, customer installed, meter socket to two feet below the final grade elevation. 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 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. (FILL IN APPLICABLE PROVISION):

Developer will pay Company the total amount of the installation payment (\$ 22,495.46) 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 (\$ N/A).

Form 5-1638

Return to TE Hunt 15 So 20th St
Ala. Power Bhom AL 35233

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

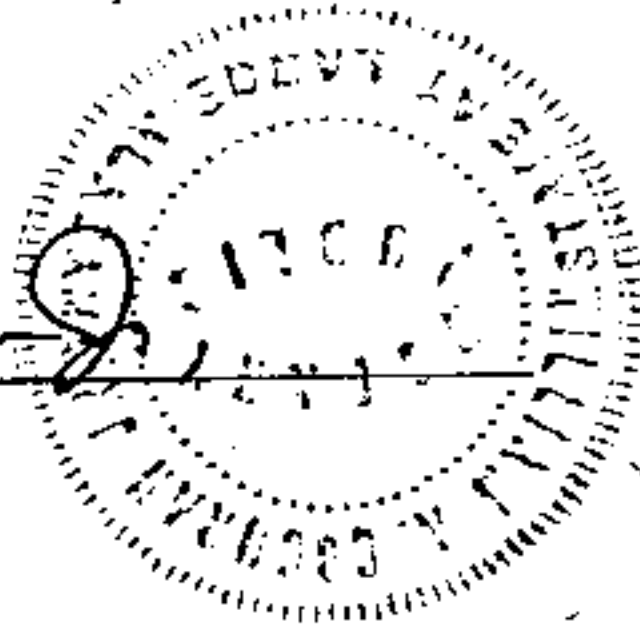
I, WILLIAM A COCHRAN JR, a Notary Public in and for said County, in said State, hereby certify that

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 9th day of May, 19 84

William A Cochran Jr
Notary Public



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BOOK

STATE OF ALABAMA)
)
Shelby COUNTY)

I, Cynthia A Aldridge, a Notary Public in and for said County, in said State, hereby certify that

Dr. H. Rossman, whose name as Vice President

of Herbert International, 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 30th day of April, 19 84

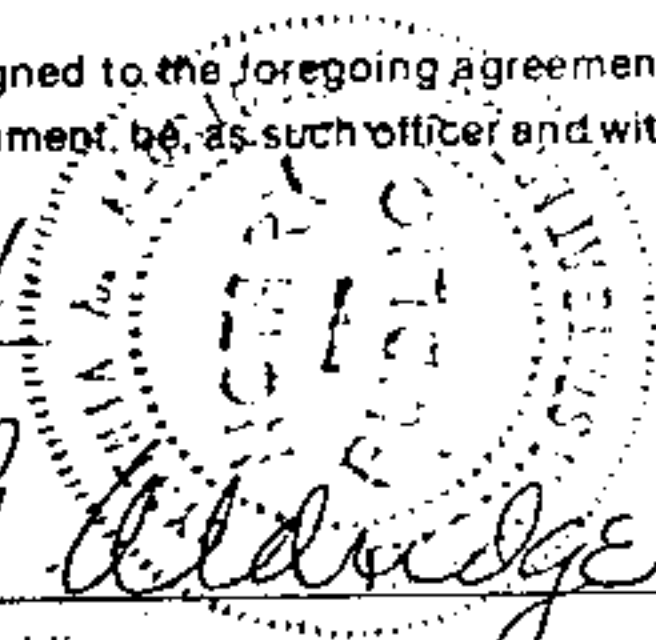
STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1984 MAY 11 AM 10:11

Thomas A. Henderson Jr.
JUDGE OF PROBATE

Rec. 450
Fnd 100
550

Cynthia A Aldridge
Notary Public
MY COMMISSION EXPIRES FEBRUARY 3, 1986



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