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5-1639 Rev. 3/85

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\greement	For	Underground	Residential	Distribution	ln	Subdivisions



THIS AGREEMENT made and entered into this the 30 ⁻¹⁶ day of Mc— 19 86 by and between Alabams Power Company, a corporation (hereinafter referred to as "Company"), and D. G. Nakos Investment (hereinafter referred to as "Company"), and D. G. Nakos Witnesserh: Witnesserh: Witnesser	STATE C	F ALABAMA)				
THIS AGREEMENT made and entered into this the 30 day of Again (hereinafter referred to as "Company"), and D. C. Nakos Investment (hereinafter referred to as "Company"), and D. C. Nakos Investment (hereinafter referred to as "Developer"), the Developer of the first part of the subdivision; consisting of 5 lots WITNESSETH: WHEREAS, Developer is the owner of the hereinafter desorthed subdivision and is desirous of obtaining electric utility service by means of Company's underground distribution facilities for homes to be constituted on all lots to be developer within and subdivision; and WHEREAS, Developer is the owner of the hereinafter desorthed subdivision and its days to be constituted on all lots within and subdivision; and WHEREAS, Company has writing to provide electric service by means of an underground distribution system provided NHEREAS, Company has received and accepted. (Check (A) or (8) whichever is applicable) A two copies of a just approved by appropriate governmental authority subdivision by a subdivision and designaling street names and a number for each lot, declared assessment with sixyus for all utilities, sewers and drainage, minimum building set-back dimensions, and proposed building lines, which said plat is recorded, has been furnished Company to be retained in its files as an exhibit to this agreement; (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 state into tots and designanting block numbers, ettered menses and a number for each of the subdivision of Developer's real state into tots and designanting block numbers, ettered menses and a number for each of the subdivision of Developer's real state into tots and designanting block numbers, ettered menses and a number for each of the subdivision of Developer's real state into tots and designanting block numbers, ettered menses and a number for	SH	ELBY	oound.)				
Envestment (hereinafter referred to as "Company"), and D. G. Nakos Investment				•	.11.			
Investment (hereinafter referred to as "Developer"), the Developer of Bishop Creek Town Homes 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 auddivision; 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 WHEREAS, Company has received and soccepted: (Check (A) or (6) 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 tot, dedicated essament with layouts for all utilities, sewers and derinage, minimum building seback dimensions, and proposed building inces, which said is received and schedule of the subdivision of the sufficient of the utilized only when covernmental requirements practice the use of option A) Two copies of a plat for which, parliminary approval has been received from appropriate governmental authority for the subdivision which preliminary approval has been received from appropriate governmental authority for the subdivision of Developer's real state into lots and designating block numbers, steel names and a number for each of developer's real state into lots and designating block numbers, steel 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 which the plat of said subdivision which is finally be supplied subsequent to the date of this Agraemant, in the event the subdivision plat recorded plat with th	THIS	AGREEMENT 11	nade and entere	d into this the	30 day	or May	<u></u>	_, 19 <u>86</u> , by and
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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 home construction has not begun, and the Developer has not 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 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 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 mater socket or service entrance for each residence 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.
- 4. The Developer shall notify each lot owner (a) that there shall be no plants, shrubs, fences, walls, or other obstructions in front of or within three (3) feet of the sides or rear of any pad-mounted equipment that will obstruct the operation or replacement of the equipment and 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 of employees or the equipment or employees of any contractor or subcontractor in the construction, operation, maintenance or removal of the Company's facilities; (b) to obtain the meter location from the Company prior to the beginning of the installation of the service entrance facilities and associated internal wiring; (c) of their responsibility for installing the Company provided meter socket to Company specifications and providing and installing 2" for 200 amp or 3" for 400 amp schedula 40 PVC or equivalent galvanized conduit from the meter socket to two (2) feet below finished grade.
- 5. 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 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.
- 6. Modification to the underground system after initial installation shall be at the expense of the one requesting or causing the modification.
- 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.
- run with the land and shall be binding on Company and Developer, their respective heirs, executors, administrators, successors, and 🛫
- assign**s**. 9. Any written notice to the Company, except as noted in Paragraph one (1) and five (5) above, shall be addressed to

Alabama Power Company, Division Manager-Marketing 15 S	South 20th Street, Birmingham , Alabama 35233
Any written notice to Developer provided for herein shall be addr	
D. G. Nakos Investment, 3560 Spring Val	lley Road, Birmingham, AL 35223
•	; ;
IN WITNESS WHEREOF, each of the parties hereto have execu	ited this agreement on the day and year first above written.
ATTEST/WITNESS:	
ALABAMA POWER COMPANY	ALABAMA POWER COMPANY
	BY Q. Hooker
	(Vice Precident) (Vice Precident) (Developer)
ATTEST:	BY D G Nakos Tuve stuent Beveloper's Authorized Agent)

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

a Notary Public In and for said County, in said State, hereby certify that

Notary Public &

Notary Public

STATE OF ALABAMA

the corporation.

Given under my hand and official seal, this the

executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the _____day of __

Recording Fee

Index Fee

TOTAL

RECORDING FEES

s 8.50