

1486

AGREEMENT CONCERNING ELECTRIC SERVICE TO NCNB / BROOK HIGHLAND

This AGREEMENT made and entered into this 5TH day of FEBRUARY, 19 88 by and between Alabama Power Company, hereinafter called the Utility and AmSouth Bank N.A. as Ancillary Trustee for NCNB National Bank of North Carolina as Trustee for the Public Employees Retirement System of Ohio, hereinafter called the Developer.

WITNESSETH THAT:

WHEREAS, the Utility owns and operates an electric distribution system located adjacent to U.S. Highway 280 and Highway 119 in Shelby County, Alabama, in the vicinity of which the Developer proposes to develop a commercial, single family, and multi-family development known as NCNB / Brook Highland hereinafter referred to as the "Development;" and

WHEREAS, the Developer desires the Utility to construct an overhead rear-lot and underground distribution system for the purpose of supplying electric service in the Development and to place such distribution system circuits at the approximate locations as shown in orange, red and green on the map attached hereto as "Exhibit A" and made a part hereof; and

WHEREAS, this primary distribution system will enhance the value of the lots in the Development but is not in conformity with customary practice of the Utility of constructing overhead lines along streets on front lot lines in such manner as will result in the lowest practical construction costs consistent with

BOOK 306 PAGE 119

Return 11/1/88
13

standard practices and methods; and

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

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. The Developer will pay the Utility the total amount of \$18,869.30 within ten (10) days from the date of Utility's written notice to the Developer that said payment is due; which Notice will be given at the beginning of construction of circuits #1 (orange) and #2 (red). This amount represents the excess cost of construction associated only with the circuits shown in orange and red on the attached sketch. Circuits #3 (green) and #4 (purple) will generally be located as shown on the attached drawing outside of Parcel #2 and will be constructed as needed to provide service to facilities constructed by or caused to be constructed by the Developer. The Developer will be responsible for providing detail surveys to

specifically locate the circuits, and attempts will be made to locate facilities in a mutually agreed upon location. These electric facilities will not be installed until the Developer has been notified of the Utility's intent to install such facilities and advised of the cost before the installation has begun. Circuit #4 (purple) is contingent on obtaining a right of way of sufficient size for Circuit #4 (purple) from adjacent property owners. The Utility will be the sole judge of the necessity to install additional facilities associated with these circuits. The Developer agrees to pay the excess costs associated with the construction of circuit #3 (green) as determined by the Utility at the time of construction thereof. Circuits #3 (green) and #4 (purple) will be constructed when deemed necessary by the Utility to provide reliable electric service to Parcels #1 and #2. The Developer understands that circuit #3 (green) is only intended to extend underground facilities to the boundary of Parcel #2 as shown on "Exhibit A", further, it is understood that underground facilities will only be extended from the boundary of Parcel #2 to the individual sectors as they may

be divided after all excess costs associated with the extension of such facilities have been paid. It is the Developer's responsibility to convey and pass on the cost of this requirement to the independent developer unless the Developer pays this cost.

2. The Utility will construct Circuits #1 (orange), #2 (red), #3 (green) and #4 (purple) primary distribution lines at the approximate locations shown on "Exhibit A" consistent with good engineering and construction methods. The Developer agrees to convey to the Utility without cost to it, all easements including rights of way (30 feet for overhead lines and 10 feet for underground) trimming rights, right of ingress and egress, necessary to the Utility for the purpose of constructing, operating, maintaining, and removing said Circuits #1 (orange), #2 (red), #3 (green) distribution lines on, over, under, or across the property of Developer included in the Development as shown in "Exhibit A." If relocation is requested, the Utility agrees to relocate the underground distribution system provided the party requesting relocation pays the cost of relocation and provides to the Utility an

acceptable location and rights of way for the relocated lines.

3. SECTOR DEVELOPMENT - RESIDENTIAL

The Developer agrees to arrange for the recordation of restrictive covenants on all lots and/or parcels within the residential development to prohibit overhead electric, telephone and cable television services. Single phase underground (URD) service along streets will be available. The independent developer(s) of each Sector will be responsible for any cost differential between standard overhead street construction and 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 Commission at the time of the Development.

4. SEWAGE SYSTEM

The Developer may request three phase underground construction to some lift stations located within the boundaries of the residential area marked Parcel 2. The number and location of these stations has not yet been determined. It is agreed that at such time the locations of these

the quantity of the service to be provided. The Developer shall be responsible for the design and construction of the service lines from the Utility's main lines to the property. The Developer shall be responsible for the design and construction of the service lines from the Utility's main lines to the property. The Developer shall be responsible for the design and construction of the service lines from the Utility's main lines to the property.

stations have been determined and request for service has been made by the Developer to the Utility to provide such construction, the Developer will pay the Utility all excess costs associated with such construction.

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. Low-rise apartment and townhouse developments will have only single phase 120/240 volt service; high-rise apartment projects may qualify for three phase service. The commercial development will have three phase underground service available from overhead and underground lines except the commercial property adjacent to Nottingham Drive. This property is to be served underground from the underground system along Nottingham Drive unless a request is made from the Developer and the Utility agrees that overhead service should be utilized. The Utility will have the sole responsibility of determining

whether overhead facilities should be utilized for this property and whether there will be a cost to the Developer for this type of service. 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 Commission at the time of the Development. Circuit #5 (yellow) will be installed if the Utility deems necessary and if necessary right of way can be obtained.

6. This Agreement shall be binding on Utility and Developer, their respective successors and assigns.
7. This Agreement supercedes the agreement between Alabama Power Company and Shelby Development Corporation dated August 29, 1985.

[CORPORATE SEAL]

ATTEST:

ALABAMA POWER COMPANY

Secretary

By _____
Vice President

[CORPORATE SEAL]

ATTEST:

AMSOUTH BANK N.A., AS
ANCILLARY TRUSTEE FOR
NCNB NATIONAL BANK OF
NORTH CAROLINA, AS TRUSTEE
FOR THE PUBLIC EMPLOYEES
RETIREMENT SYSTEM OF OHIO

K. L. N. Boyd
Trust Officer

By [Signature]
Vice President and Trust Officer

BOOK 306 PAGE 126

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

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[Signature]
JUDGE OF PROBATE

1.	
2.	20.00
3.	3.00
4.	
5.	1.00
6.	
Total	24.00