

GRANT OF LAND EASMENT and  
RESTRICTIVE COVENANTS for  
Underground Facilities in Subdivision

DOCUMENT TO BE RECORDED

This instrument prepared by:

(NOTE: DO NOT RECORD WITHOUT  
ATTACHED PLAT OR DRAWING!)

ROBERT E. BOWDEN

STATE OF ALABAMA }  
COUNTY OF Shelby }

W.E. No. 61500-08-00573  
Parcel No. 70125526

Alabama Power Company  
Corporate Real Estate  
P. O. Box 2641  
Birmingham, Alabama 35291

KNOW ALL MEN BY THESE PRESENTS, THAT: WHEREAS, the "Grantor", (whether one or more) are owners of record of the following described real estate in Shelby County, Alabama, to wit: Stonegate Farms Subdivision - Phase III (the "Subdivision") as shown on the plat or drawing attached and incorporated herein by reference, which Grantor plans to record in the Office of the Judge of Probate, Shelby County, Alabama (the "Property") (SE 1/4 of Section 24 and N 1/4 of Section 25 of Township 18S, Range 1W) and, SEE EXHIBIT A ATTACHED

WHEREAS, the said Grantor desires to grant to Alabama Power Company, (the "Company") an easement for underground electrical facilities and to establish and place the Subdivision under certain restrictive covenants to insure the use of the property for attractive residential purposes and thereby to secure to each lot owner the same advantages insured to other lot owners. See EXHIBIT "A" attached.

NOW, THEREFORE, The Grantor, for and in consideration of One and No/100 Dollars (\$1.00), and other good and valuable consideration, to Grantor in hand paid by the Company, the receipt of which is hereby acknowledged, does hereby grant to Company, its successors and assigns, the right to construct, install, operate, maintain and replace, along a route to be selected by the Company (generally shown on the attached drawing), its successors or assigns, all conduits, cables, trans closures and other appliances and facilities (above ground and below ground) useful or necessary in connection therewith, for the underground transmission and distribution of electric power and for underground communication service upon, under and across the Property.

Together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof, including the right of ingress and egress to and from said facilities and the right to excavate for installation, replacement, repair and removal, the Grantor does hereby keep clear any and all obstructions or obstacles of whatever character on, under and above said facilities.

TO HAVE AND TO HOLD such easement to the Company, its successors and assigns, forever.

20040102000000750 Pg 1/4 20.50  
Shelby Cnty Judge of Probate, AL  
01/02/2004 09:16:00 FILED/CERTIFIED

And, the undersigned Grantors further does hereby adopt the following conditions, restrictions, covenants and limitations which shall apply in their entirety to all lots in the said Subdivision and shall run with the title to said property, and which shall be included in any conveyance of title to any or all of said lots in said subdivision:

1. The owners of lots within the Subdivision will not erect or grant to any person, firm or corporation the right, license or privilege to erect or use or permit the use of overhead wires, poles or overhead facilities of any kind for electrical, telephone, or cable television service on said real estate (except such poles and overhead facilities as may be required at those places where distribution facilities enter and leave said subdivision, or existing and/or future overhead transmission or communication facilities on existing Alabama Power Company rights of way). Nothing herein shall be construed to prohibit overhead street lighting, or ornamental yard lighting, where serviced by underground wires or cables.

2. In order to beautify said Subdivision for the benefit of all lot owners and permit Alabama Power Company to install underground electric service to each house in said Subdivision for the mutual benefit of all lot owners therein, no owner of any lot within said Subdivision will commence construction of any house on any lot until such owner (1) notifies Alabama Power Company that such construction is proposed, (2) grants in writing to Alabama Power Company such rights and easements as Alabama Power Company deems necessary in connection with its construction, operation, maintenance, replacement and removal of underground service laterals of each lot, and (3) otherwise complies with the Rules and Regulations for Underground Residential Distribution on file with and approved by the Alabama Public Service Commission. Further no plants, shrubs, fences, walls or other obstructions shall be placed in front of or within three (3) feet of any side of any pad-mounted equipment and Alabama Power Company shall not be liable for any damages to or destruction of any shrubs, trees, flowers, grass or other plants caused by the equipment or employees of the Company or its contractors engaged in the construction, operation, maintenance, replacement or removal of the Company's facilities. Appropriate meter locations must be obtained from Alabama Power Company prior to installing or relocating service entrance facilities and associated internal wiring. Owners must install meter sockets provided by Alabama Power Company to the Company's specifications, and shall provide and install conduit from the meter socket as specified by the Company.

3. Alabama Power Company, its successors and assigns, will retain title to all underground facilities installed by the Company or its contractors, including but not limited to the service lateral and outdoor metering socket serving each said house, and said service entrance facilities provided by Alabama Power 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 Alabama Power Company, its successors and assigns, and will be subject to removal by Alabama Power Company, its successors and assigns, in accordance with applicable Rules and Regulations filed with and approved by the Alabama Public Service Commission.

4. These covenants and restrictions touch and concern and benefit the land and shall run with the land and shall be binding on Alabama Power Company, the undersigned, their respective heirs, successors and assigns. Invalidity of any one of the foregoing covenants and restrictions shall in no way affect any other provision contained herein.

THIS PERMIT COVERS ALL COMPANY FACILITIES  
LOCATED ALONG THE ROUTE SHOWN  
ON THE ATTACHED DRAWING WITHIN  
THE SUBDIVISION IDENTIFIED HEREIN.



IN WITNESS WHEREOF, this instrument has been executed this the 14 day of OCTOBER, 2003.

WITNESS/ATTEST

X Amy A. Wolnski

GRANTOR:

Stonegate Farms L.L.C.

Name of Individual/Company/Partnership/LLC

J. Peter Wolnski

Signature of Individual/Officer/Partner

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CORPORATE/PARTNERSHIP ACKNOWLEDGMENT

STATE OF ALABAMA }

County of Jefferson }

I, Angela S. Chapman, a Notary Public, in and for said County in said State, hereby certify that, J. Peter Wolnski whose name as Vice President of Stonegate Farms, LLC, a corporation/partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, he/she, as such officer/partner and with full authority, executed the same voluntarily for and as the act of said corporation/partnership.

Given under my hand and official seal, this the 14<sup>th</sup> day of October, 2003.

Angela S. Chapman

Notary Public

Notary Public, Alabama State at Large

My commission expires: My Commission Expires March 6, 2004

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA }

County of \_\_\_\_\_ }

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, whose name(s) (is/are) signed to the foregoing instrument, and who (is/are) known to me, acknowledged before me on this date that, being informed of the contents of the agreement, (has/have) executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

EXHIBIT "A"

STONEGATE REALTY - PHASE THREE

Being a resurvey of Lot 2, Stonegate Realty Subdivision as recorded in the Shelby County Probate Office, map book 27, page 133, situated in the West 1/2 of Section 19 of Township 18 South, Range 1 East, and a resurvey of Lot B, Stonegate Realty-Phase Two situated in the West 1/2 of Section 19 of Township 18 South, Range 1 East, and the Southeast 1/4 of Section 24, Township 18 South, Range 1 West, and an acreage parcel located in the East 1/2 of Section 24 Township 18 South, Range 1 West and the West 1/2 of Section 19, Township 18 South, Range 1 East, Shelby County, AL



NAME	UNIT	ROOM	DATE	TIME	DATE	TIME	DATE	TIME	
DRAWN	MCS	ENGR	ALAN SPARKS	DATE	07/18/03	SCALE	1" = 150'	PLOTTED	09/28/03
APPROVED				DATE		SHEET	1 OF 1	SHEETS	
APPROVED				DATE		SUPERSEDES			
					C-61500-08-00573-00				

TO G-8812  
& LEEDS D.S. 35KV  
FDR. # 3  
BRK. # 326

1. PRIMARY TO BE 1 #1/0 ANN 35KV CABLE DIRECT BURIED.
2. OVERHEAD VS. UNDERGROUND ESTIMATES USED TO DETERMINE COST FOR 12KV UNDERGROUND AND FOR 12KV COST TO DEVELOPER FOR PHASE III IS \$ 26,348.00.
3. TRANSFORMER LOCATIONS AND SERVICE ROUTE TO EACH LOT TO BE DETERMINED ONCE HOUSE LOCATION IS KNOWN.
4. THE COST FOR EACH LOT OWNER TO BE DETERMINED AT A LATER DATE BASED ON CSP 715-110 OR OVERHEAD VS. UNDERGROUND ESTIMATES ONCE HOUSE LOCATION IS DETERMINED. IF A LOT IS SERVED FROM AN EXISTING OVERHEAD WOOD POLE, THE LOT OWNER WILL ONLY PAY FOR THE SERVICE PER CSP 715-110.
5. RISER LOADING BASED ON 12KVA PER LOT

TRAFFIC CONTROL IN WORK AREAS WILL COMPLY WITH  
FHWA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES  
FOR STREETS AND HIGHWAYS (MUTCD), PART VI

**ALABAMA POWER**  
AUTOMATED DRAWING - MAKE IN

JOB P.O. - BHAM. SOUTH-351  
DETAIL PROVIDE UNDERGROUND  
STONEGATE FARMS SUB

DRAWN MCS ENGR ALAN SPARKS DATE 07/18/03  
APPROVED \_\_\_\_\_ DATE \_\_\_\_\_  
ADDITIONAL \_\_\_\_\_ DATE \_\_\_\_\_

STONEGATE REALTY - PHASE THREE

## DETAIL AT STONE GATE FARMS

* REMARK CABLES AT TRANSFORMERS T25129 AND T25372			
WITH ALL LOTS SERVED USING 12KVA PER LOT *			
RISE	PROPOSED LOAD	LOTS	EMERGENCY LOAD
V00951	23.5 A	30	41.6 A
V00953	16.1 A	30	41.6 A

1	37.5kVA 19.8kW 120/240V DFLM	725943
2	37.5kVA 19.8kW 120/240V DFLM	725944
3	37.5kVA 19.8kW 120/240V DFLM	725945
4	37.5kVA 19.8kW 120/240V DFLM	725947
5	37.5kVA 19.8kW 120/240V DFLM	725948
6	37.5kVA 19.8kW 120/240V DFLM	725949
7	37.5kVA 19.8kW 120/240V DFLM	725950
8	37.5kVA 19.8kW 120/240V DFLM	725951
9	37.5kVA 19.8kW 120/240V DFLM	725952
10	37.5kVA 19.8kW 120/240V DFLM	725953

10 F 50KVA 19.9KV 120/240V DFLPM 125953  
(FUNCTIONAL F)