

#295

**RESTRICTIVE COVENANTS and
GRANT OF LAND EASEMENT for
Underground Facilities in Subdivision**

DOCUMENT TO BE RECORDED

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

THIS PERMIT COVERS ALL COMPANY FACILITIES
LOCATED ALONG THE ROUTE SHOWN
ON THE ATTACHED DRAWING PLAT by:
THE SUBDIVISION IDENTIFIED HEREIN:
JEFF J. CALICO

STATE OF ALABAMA }

W.E. No. 61700-08-00544

COUNTY OF SHELBY }

Parcel No. 70/31790

Alabama Power Company



20040910000506170 Pg 1/7 29.50
Shelby Cnty Judge of Probate, AL
09/10/2004 15:10:00 FILED/CERTIFIED

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: HOLLAND LAKES SECTOR 1 (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") (W 1/8 of NW of Section 25, Township 20 SOUTH, Range 3 WEST) and NW 1/4 of the NW 1/4 of Sec. 25, TP. 20 SOUTH, R. 3 WEST, AND E 1/2 of the SE 1/4 of Sec. 23, AND NE 1/4 of the NE 1/4 of Sec. 26, TP. 20 S, R. 3 W.

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.

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 thereof; and also the right to cut and 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.

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.

IN WITNESS WHEREOF, this instrument has been executed this the 3rd day of May, 2004.

WITNESS/ATTEST

Callahan

GRANTOR:

FARMER DEVELOPMENT, LLC
Name of Individual/Company/Partnership/LLC

Connor Farmer
(Signature of Individual/Officer/Partner)
Sole Member

CORPORATE/PARTNERSHIP ACKNOWLEDGMENT

STATE OF ALABAMA }

County of Shelby }

I, Stephanie Callahan, a Notary Public, in and for said County in said State, hereby certify that, Connor Farmer whose name as Sole member of Farmer Development, 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 3rd day of May, 2004.

Callahan
Notary Public

My commission expires: 7-31-07

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: _____

QUITCLAIM DEED

THIS QUITCLAIM DEED executed this 21st day of May, 2004, by First Party, J. Steven Mobley (Grantor), whose address is 2101 – 4th Avenue South, Suite 200, Birmingham, Alabama 35233, to Second Party, City of Pelham (Grantee), whose address is P. O. Box 1419, Pelham, Alabama 35124.

WITNESSETH, that the said First Party, for good consideration and for the sum of One Dollar (\$1.00) paid by the said Second Party, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim unto the said Second Party forever, all the right, title, interest and claim which the said First Party has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of Shelby, State of Alabama, to wit:

See attached Exhibit "A"

IN WITNESS WHEREOF, the said First Party has signed and sealed these presents the day and year first above written. Signed, sealed and delivered in presence of:


Signature of Witness

LINDA ROBERTS
Print name of Witness

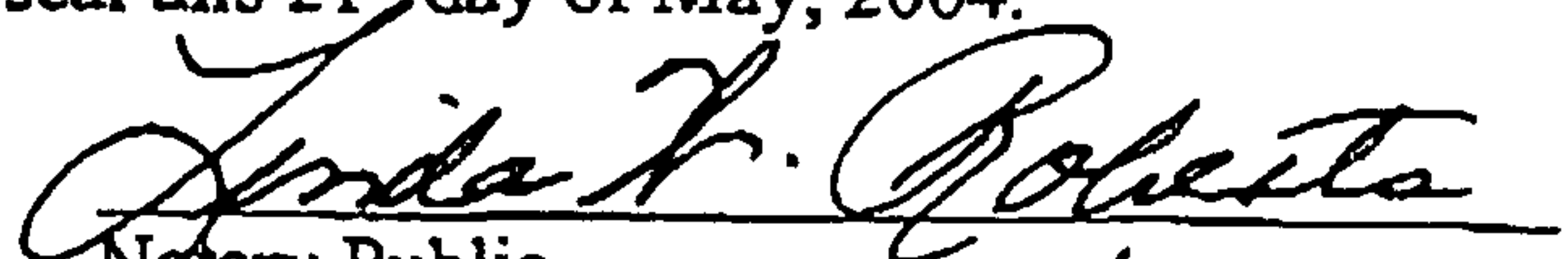

Signature of First Party, Grantor

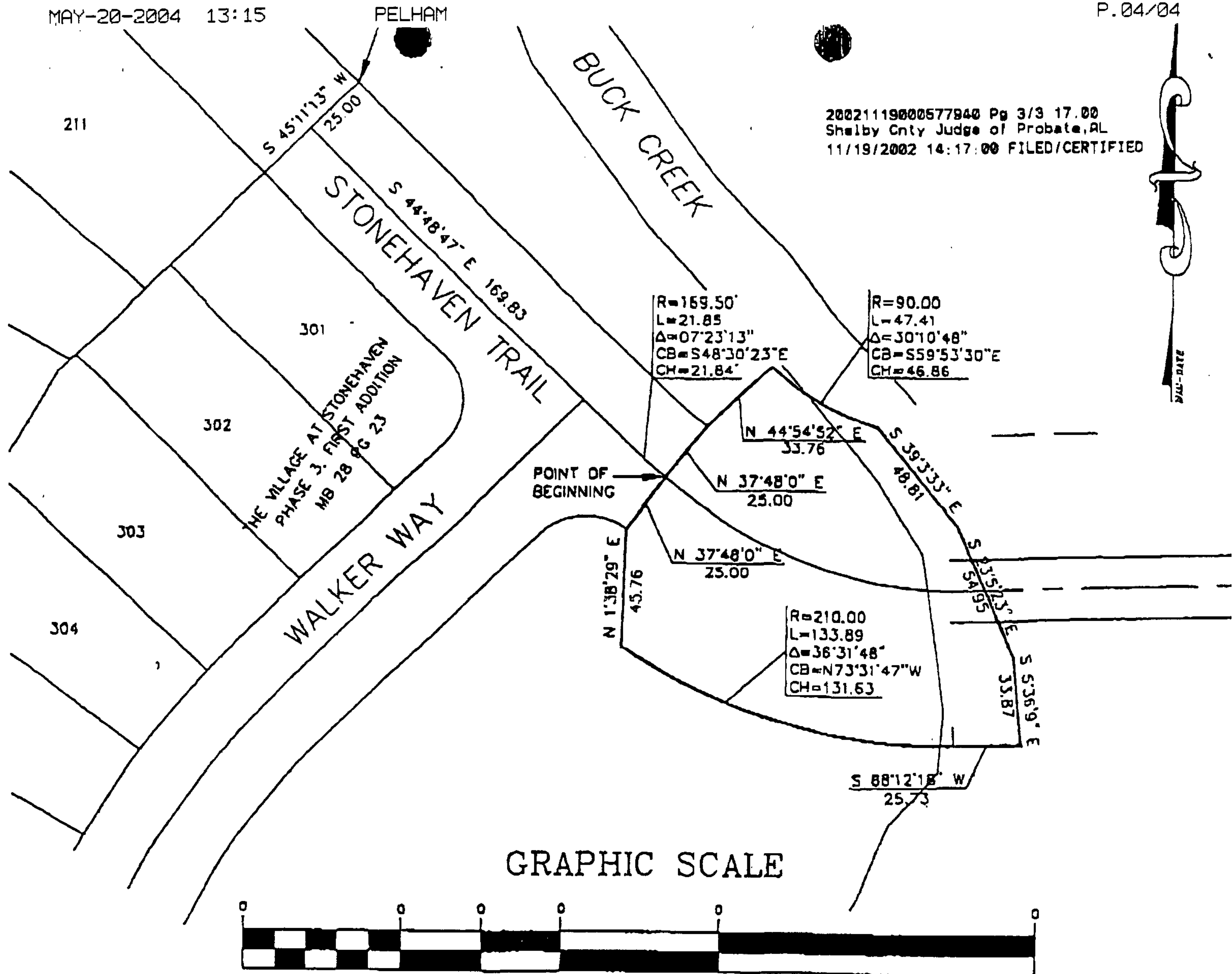
J. Steven MOBLEY
Print name of First Party

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, Notary Public in and for said County in said State, hereby certify that J. Steven Mobley, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 21st day of May, 2004.


Notary Public
My Commission Expires: 3/29/05



A Parcel of land situated in the North 1/2 of the SW 1/4 of Section 23, Township 20 South, Range West and being more particularly described as follows:

Commence at the Northerly most corner of THE VILLAGE AT STONEHAVEN, PHASE 3 FIRST ADDITION, as recorded in map book 28 page 23; thence $S45^{\circ}11'13''W$, a distance of 25.00' to the centerline of Stonehaven Trail; thence $S44^{\circ}48'47''E$ and along said centerline, a distance of 169.83' to the point of curve to the left having a radius of 169.50', a delta of $07^{\circ}23'13''$ and subtended by a chord which bears $S48^{\circ}30'23''E$, a chord distance of 21.84'; thence along said curve an arc distance of 21.85' to the end of said centerline, said point being the POINT OF BEGINNING; thence $N37^{\circ}48'00''E$, a distance of 25.00 feet; thence $N44^{\circ}54'52''E$, a distance of 33.76 feet to the point of curve of a non tangent curve to the left, having a radius of 90.00 feet, a delta of $30^{\circ}10'48''$ and subtended by a chord which bears $S59^{\circ}53'30''E$, a chord distance of 46.86'; thence southeasterly along said curve an arc distance of 47.41 feet to the centerline of Buck Creek; thence $S39^{\circ}03'33''E$ and along said centerline, a distance of 48.81 feet; thence $S23^{\circ}05'23''E$ and along said centerline, a distance of 54.95 feet; thence $S05^{\circ}36'09''E$ along said centerline, a distance of 33.87 feet; thence $S88^{\circ}12'18''W$ and leaving said centerline, a distance of 25.73 feet to a point of curve to the right having a radius of 210.00 feet and a central angle of $36^{\circ}31'48''$ and subtended by a chord which bears $N73^{\circ}31'47''W$, a chord distance of 131.63 feet; thence westerly along the arc a distance of 133.89 feet; thence $N01^{\circ}38'29''E$, a distance of 45.76 feet; thence $N37^{\circ}48'00''E$, a distance of 25.00 feet to the POINT OF BEGINNING.

Containing or 0.34 acres, more or less.

PERMANENT RIGHT-OF-WAY FOR ACCESS,
INGRESS, EGRESS, UTILITIES AND DRAINAGE

STATE OF ALABAMA
SHELBY COUNTY

20021119000677940 Pg 1/3 17.00
Shelby Cnty Judge of Probate, AL
11/19/2002 14:17:00 FILED/CERTIFI

THIS INDENTURE made and entered into on this the 15th
day of Nov., 2002, by and between CARRIE SUE HINDS
and the City of Pelham, Alabama.

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One Thousand FIVE HUNDRED
Dollars (\$1500.00) and other valuable consideration to the undersigned in hand paid by the City of Pelham,
Alabama, a municipal corporation, the receipt whereof is hereby acknowledged, I (we) the undersigned
hereby grant, bargain, sell and convey to the said City of Pelham, Alabama a permanent right-of-way for the
purpose of constructing, reconstructing, maintaining and repairing a right-of-way for access, ingress, egress,
utilities and drainage and all related appurtenances, together with all necessary rights of access, ingress and
egress thereto and therefrom, in over, under and along the property described in attached Exhibit "A".

TO HAVE AND TO HOLD the said right of way hereinbefore granted to the said City of Pelham,
Alabama, its successors and assigns forever, for the purpose stated above and for no other purpose.

IN WITNESS WHEREOF, we, have hereunto set our hand(s) and seal(s) on this 15th
day of November, 2002.

Kellie H. [Signature] (Witness)
Carrie Sue Hinds (SEAL)
____ (SEAL)
____ (SEAL)

STATE OF ALABAMA)
COUNTY OF SHELBY)

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

Carrie Sue Hurd

whose name(s) is signed to the foregoing conveyance and who is know to me,
acknowledged before me on this day that, being informed of the contents of this conveyance, have executed
the same voluntarily on the day same bears date.

Given under my hand and seal this the 15th day of Dec., 2002.

Eve D. Manning
Notary Public

My Commission expires: 11-22-2005

20040910000506170 Pg 7/7 29.50
Shelby Cnty Judge of Probate,AL
09/10/2004 15:10:00 FILED/CERTIFIED

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