

\$20.00

This instrument prepared by: ,

Lang D. Grant

W.E. No. 61700-08-0036-400
Parcel No. 70140333

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

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.

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.

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:

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.

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. Invalidation of any one of the foregoing covenants and restrictions shall in no way affect any other provision contained herein.



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Shelby Cnty Judge of Probate,AL
02/03/2005 15:00:00 FILED/CERTIFIED

IN WITNESS WHEREOF, this instrument has been executed this the 6th day of October, 2004.

WITNESS/ATTEST

GRANTOR:

Chelsea Park Inc.

Name of Individual/Company/Partnership/LLC

Douglas D. Eddleman
Signature of Individual/Officer/Partner

PRESIDENT 10/6/04

CORPORATE/PARTNERSHIP ACKNOWLEDGMENT

STATE OF ALABAMA }

County of Jefferson }

I, Donna D. Rainey, a Notary Public, in and for said County in said State, hereby certify that, Douglas D. Eddleman whose name as President of Chelsea Park, Inc., 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 6th day of October, 2004.

Donna D. Rainey
Notary Public

My commission expires: 12/1/06

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

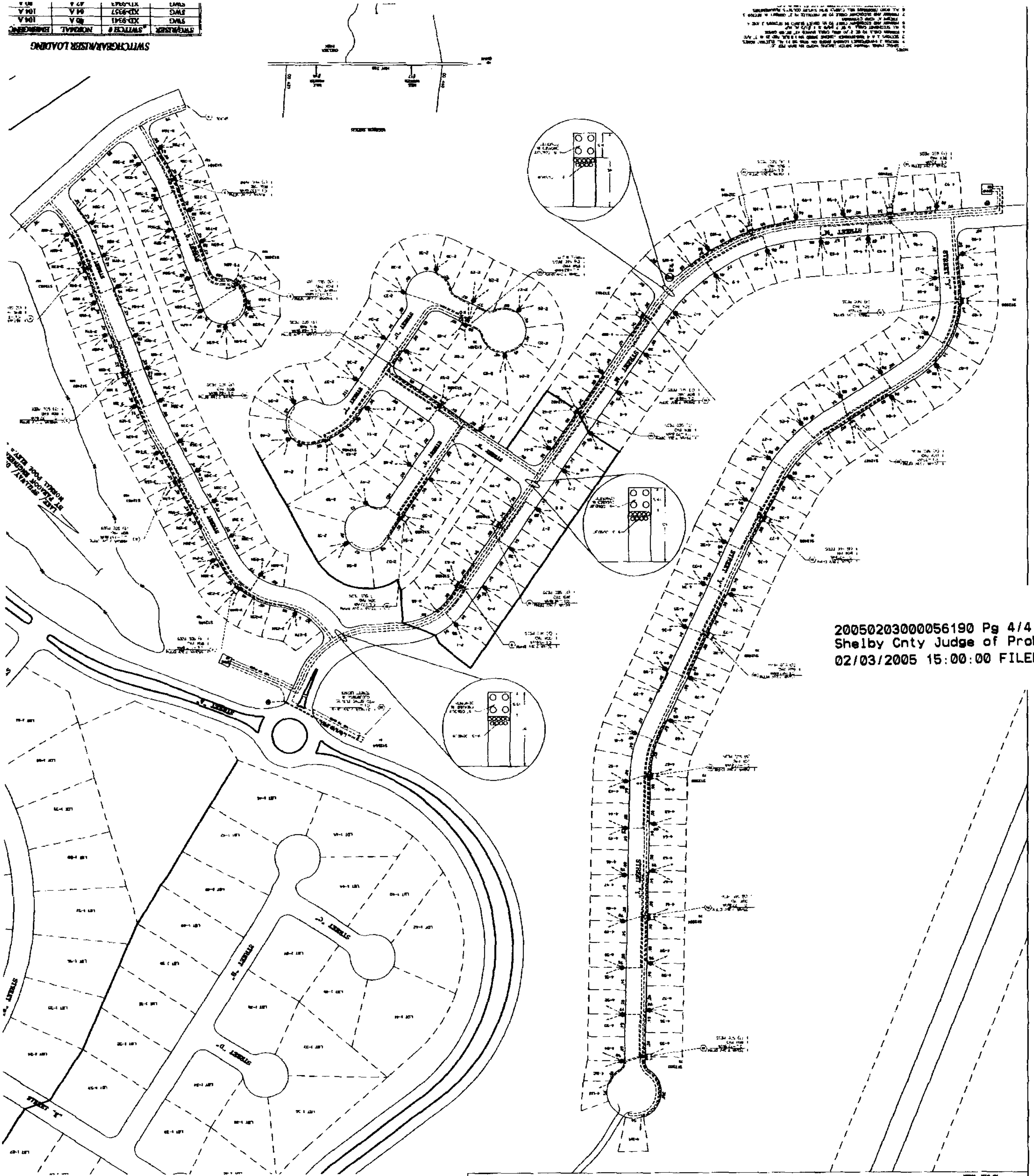
My commission expires: _____

Exhibit "A"

This exhibit is attached hereto and made a part of this document to describe the affected property of grantor.

*Southwest 1/4 of Section 30, Township 19 South, Range 1 East,
West 1/2 of Section 31, Township 19 South, Range 1 East,
South 1/2 of Section 25, Township 19 South, Range 1 West,
Northwest 1/4 and the East 1/2 of Section 36, Township 19 South,
Range 1 West,
Northwest 1/4 of Section 6, Township 20 South, Range 1 East,
Northeast 1/4 of Section 1, Township 20 South, Range 1 East.*

SWITCHER	SWITCH #	NORMAL	EMERGENCY
SWG	20-251	NO	NO
SWG	20-252	NO	NO
SWG	20-253	NO	NO
SWG	20-254	NO	NO
SWG	20-255	NO	NO
SWG	20-256	NO	NO
SWG	20-257	NO	NO
SWG	20-258	NO	NO
SWG	20-259	NO	NO
SWG	20-260	NO	NO
SWG	20-261	NO	NO
SWG	20-262	NO	NO
SWG	20-263	NO	NO
SWG	20-264	NO	NO
SWG	20-265	NO	NO
SWG	20-266	NO	NO
SWG	20-267	NO	NO
SWG	20-268	NO	NO
SWG	20-269	NO	NO
SWG	20-270	NO	NO



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