

#1750



20050203000056320 Pg 1/3 17.50
Tt Shelby Cnty Judge of Probate, AL
02/03/2005 15:00:00 FILED/CERTIFIED

JEFF J. CALLICOTT

**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!)**

STATE OF ALABAMA

W.E. No. 61730-08-00423

COUNTY OF SHELBY

Parcel No. 70141405

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: BRIDGEWATER PARK (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") (NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 26, Township 19 SOUTH, Range 3 WEST) and,

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.

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

91

IN WITNESS WHEREOF, this instrument has been executed this the 14 day of October, 2004.

WITNESS/ATTEST

[Signature]

GRANTOR:

The Sprout Company of Alabama, Inc.

Name of Individual/Company/Partnership/LLC

[Signature]

Signature of Individual/Officer/Partner

President

CORPORATE/PARTNERSHIP ACKNOWLEDGMENT

STATE OF ALABAMA }

County of Jefferson }

I, Claudia D. Byars, a Notary Public, in and for said County in said State, hereby certify that, Robert G. Sprout, Jr whose name as _____ of The Sprout Company of Alabama, 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 14th day of October, 2004.

Claudia D. Byars
Notary Public
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
My commission expires July 30, 2007
BONDED THROUGH NOTARY PUBLIC OVERSIGHT'S

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: _____

HOT LINE INFORMATION:
 SUBSTATION: TRACE CROSSING, D.S.
 FROM #1 BINDER #3006
 PROTECTING SWITCH: 100% 100% 100%
 BLUE PLATE: 6000 AMPS

RISER LOADING

SWITCH #	EXISTING	PROPOSED	TOTAL	EMERGENCY
NO. 1	11	11	22	22
NO. 2	11	11	22	22
NO. 3	11	11	22	22
NO. 4	11	11	22	22
NO. 5	11	11	22	22
NO. 6	11	11	22	22
NO. 7	11	11	22	22
NO. 8	11	11	22	22
NO. 9	11	11	22	22
NO. 10	11	11	22	22

20050203000056320 Pg 3/3 17.50
 Shelby Cnty Judge of Probate, AL
 02/03/2005 15:00:00 FILED/CERTIFIED

NOTE:
 1. RISE LOADING BASED ON 100% LOAD
 2. TRANSFORMER LOADING BASED ON 100% LOAD
 3. CABLES CALCULATED ON 100% LOAD
 4. CABLES BASED ON 100% LOAD
 5. CABLES BASED ON 100% LOAD
 6. CABLES BASED ON 100% LOAD
 7. CABLES BASED ON 100% LOAD
 8. CABLES BASED ON 100% LOAD
 9. CABLES BASED ON 100% LOAD
 10. CABLES BASED ON 100% LOAD
 11. CABLES BASED ON 100% LOAD
 12. CABLES BASED ON 100% LOAD
 13. CABLES BASED ON 100% LOAD
 14. CABLES BASED ON 100% LOAD
 15. CABLES BASED ON 100% LOAD
 16. CABLES BASED ON 100% LOAD
 17. CABLES BASED ON 100% LOAD
 18. CABLES BASED ON 100% LOAD
 19. CABLES BASED ON 100% LOAD
 20. CABLES BASED ON 100% LOAD
 21. CABLES BASED ON 100% LOAD
 22. CABLES BASED ON 100% LOAD
 23. CABLES BASED ON 100% LOAD
 24. CABLES BASED ON 100% LOAD
 25. CABLES BASED ON 100% LOAD
 26. CABLES BASED ON 100% LOAD
 27. CABLES BASED ON 100% LOAD
 28. CABLES BASED ON 100% LOAD
 29. CABLES BASED ON 100% LOAD
 30. CABLES BASED ON 100% LOAD
 31. CABLES BASED ON 100% LOAD
 32. CABLES BASED ON 100% LOAD
 33. CABLES BASED ON 100% LOAD
 34. CABLES BASED ON 100% LOAD
 35. CABLES BASED ON 100% LOAD
 36. CABLES BASED ON 100% LOAD
 37. CABLES BASED ON 100% LOAD
 38. CABLES BASED ON 100% LOAD
 39. CABLES BASED ON 100% LOAD
 40. CABLES BASED ON 100% LOAD
 41. CABLES BASED ON 100% LOAD
 42. CABLES BASED ON 100% LOAD
 43. CABLES BASED ON 100% LOAD
 44. CABLES BASED ON 100% LOAD
 45. CABLES BASED ON 100% LOAD
 46. CABLES BASED ON 100% LOAD
 47. CABLES BASED ON 100% LOAD
 48. CABLES BASED ON 100% LOAD
 49. CABLES BASED ON 100% LOAD
 50. CABLES BASED ON 100% LOAD
 51. CABLES BASED ON 100% LOAD
 52. CABLES BASED ON 100% LOAD
 53. CABLES BASED ON 100% LOAD
 54. CABLES BASED ON 100% LOAD
 55. CABLES BASED ON 100% LOAD
 56. CABLES BASED ON 100% LOAD
 57. CABLES BASED ON 100% LOAD
 58. CABLES BASED ON 100% LOAD
 59. CABLES BASED ON 100% LOAD
 60. CABLES BASED ON 100% LOAD
 61. CABLES BASED ON 100% LOAD
 62. CABLES BASED ON 100% LOAD
 63. CABLES BASED ON 100% LOAD
 64. CABLES BASED ON 100% LOAD
 65. CABLES BASED ON 100% LOAD
 66. CABLES BASED ON 100% LOAD
 67. CABLES BASED ON 100% LOAD
 68. CABLES BASED ON 100% LOAD
 69. CABLES BASED ON 100% LOAD
 70. CABLES BASED ON 100% LOAD
 71. CABLES BASED ON 100% LOAD
 72. CABLES BASED ON 100% LOAD
 73. CABLES BASED ON 100% LOAD
 74. CABLES BASED ON 100% LOAD
 75. CABLES BASED ON 100% LOAD
 76. CABLES BASED ON 100% LOAD
 77. CABLES BASED ON 100% LOAD
 78. CABLES BASED ON 100% LOAD
 79. CABLES BASED ON 100% LOAD
 80. CABLES BASED ON 100% LOAD
 81. CABLES BASED ON 100% LOAD
 82. CABLES BASED ON 100% LOAD
 83. CABLES BASED ON 100% LOAD
 84. CABLES BASED ON 100% LOAD
 85. CABLES BASED ON 100% LOAD
 86. CABLES BASED ON 100% LOAD
 87. CABLES BASED ON 100% LOAD
 88. CABLES BASED ON 100% LOAD
 89. CABLES BASED ON 100% LOAD
 90. CABLES BASED ON 100% LOAD
 91. CABLES BASED ON 100% LOAD
 92. CABLES BASED ON 100% LOAD
 93. CABLES BASED ON 100% LOAD
 94. CABLES BASED ON 100% LOAD
 95. CABLES BASED ON 100% LOAD
 96. CABLES BASED ON 100% LOAD
 97. CABLES BASED ON 100% LOAD
 98. CABLES BASED ON 100% LOAD
 99. CABLES BASED ON 100% LOAD
 100. CABLES BASED ON 100% LOAD