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

STATE OF ALABAMA

**DOCUMENT TO BE RECORDED** 

This instrument prepared by:

Jeff J. Callicott

(NOTE:	DO	NOT	REC	ORD	WITH	<u>TUC</u>
ATTACH				· · · -		

Alabama Power Company Corporate Real Estate

COUNTY OF Shelby

W.E. No. 61700-08-00255 Parcel No. 70/49929

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: Caliston Way - Phase II (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") ( 4 of 4 of 5 of Section 31 , Township 20 South , Range 2 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, transclosures 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. Invalidation of any one of the foregoing covenants and restrictions shall in no way affect any other provision contained herein.

Shelby County, AL 08/01/2005 State of Alabama

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Deed Tax:\$.50

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	La Hala A Malesta		Mobley Development Inc.			
	· I produce	Name of Individual/Company/P	Name of Individual/Company/Partnership/LLC			
		11.4. mol	De Pride 4			
		Signature of Individual/Officer/F	ley, Prasidant Partner			
CORPORATE/PARTNERSHIP ACK	CNOWLEDGMENT	_======================================				
STATE OF ALABAMA	}					
County of DEFFERSON						
nat, JiNDAW. 1		, a Notary Public, in and for s whose name as Prasidar	said County in said State, hereby certify			
of Moblan Deval	opmant Inc	whose hame as / / / s / d / w / s / d / w / s / d / w / s / d / w / s / d / w / s / d / w / s / d / w / s / d / w / s / d / w / s / s / d / w / s / s / d / w / s / s / s / s / s / s / s / s / s	signed to the foregoing instrument, and			
		day that being informed of the conter				
officer/partner and with full authority,	, executed the same volun	tarily for and as the act of said corporatio	n/ <del>partnershi</del> p.			
Given under my hand and officia	al seal this the	av of Manhar	2004			
and an action of the contract	a. ooa, a					
		John La	Notary Public			
		My commission expire	Notary Public s: 3/2/05			
NDIVIDUAL ACKNOWLEDGMENT		My commission expire	Notary Public s: 3/3/9/05			
STATE OF ALABAMA						
STATE OF ALABAMA	}	20 Sh				
STATE OF ALABAMA  County of  I,  hat		20 Sh Os Os , a Notary Public in and for sa , whose name(s) (is/are) signe	aid County, in said State, hereby certified to the foregoing instrument, and who			
STATE OF ALABAMA  County of  I, hat is/are) known to me, acknowledge	} ed before me on this date	20 Sh @8	aid County, in said State, hereby certified to the foregoing instrument, and who			
STATE OF ALABAMA  County of  I, hat is/are) known to me, acknowledge	d before me on this date ne bears date.	20 Sh Os Os , a Notary Public in and for sa , whose name(s) (is/are) signe	aid County, in said State, hereby certified to the foregoing instrument, and who			
same voluntarily on the day the sam	d before me on this date ne bears date.	, a Notary Public in and for same(s) (is/are) signer that, being informed of the contents of	aid County, in said State, hereby certified to the foregoing instrument, and who			

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



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