

#202

**GRANT OF LAND EASEMENT 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!)**

Matt Fields

STATE OF ALABAMA }

W.E. No. 61700-08-00836

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

COUNTY OF Shelby }

Parcel No. 70178428

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: Cedar Grove - Sector 11 - Phase 12-A (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") (NE¹/₄ of NE¹/₄ of Section 4, Township 21s, Range 3w) 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, transformers, 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 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 Grantor 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 or future 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 and service risers in accordance with the Company's specifications.

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 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.

All facilities on Grantor: _____ Station to Station: _____

IN WITNESS WHEREOF, this instrument has been executed this the _____ day of _____, 20____.

WITNESS/ATTEST

Cynthia Brown

GRANTOR:

Annie W. Scott Testamentary Trust
Name of Individual/Company/Partnership/LLC

Mary J. Roan, TRUSTEE
Signature of Individual/Officer/Partner
INDIVIDUAL OWNER

=====

CORPORATE/PARTNERSHIP ACKNOWLEDGMENT

STATE OF ALABAMA }
County of _____ }

I, _____, a Notary Public, in and for said County in said State, hereby certify that, _____ whose name as _____ of _____, 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 _____ day of _____, 20____.

Notary Public
My commission expires: _____

=====

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA }
County of _____ }

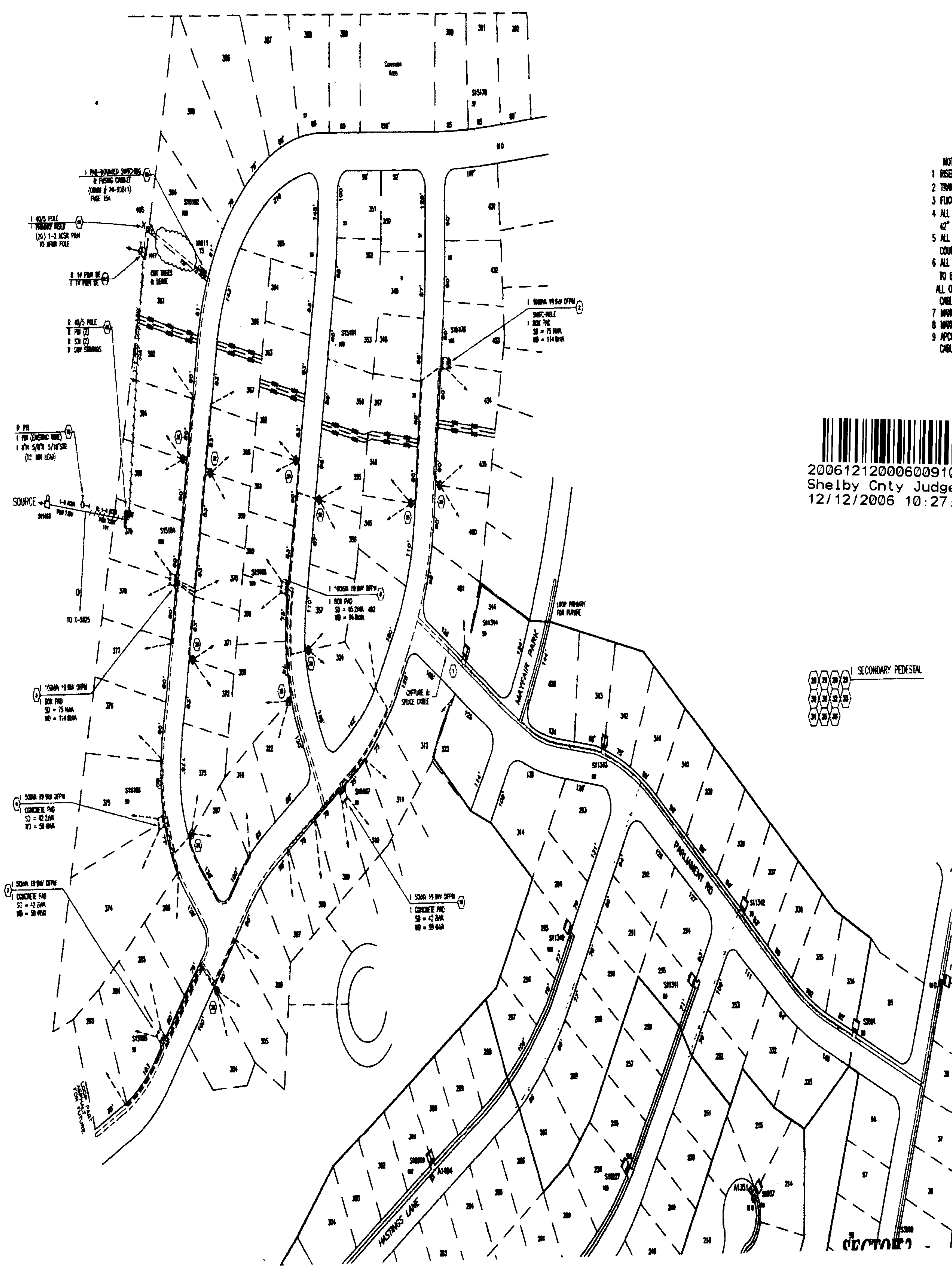
I, _____, a Notary Public in and for said County, in said State, hereby certify that _____, whose name(s) (is/are) signed to the foregoing instrument, and who (is/are) known to me, acknowledged before me on this date that, being informed of the contents of the agreement, (has/have) executed the same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

Shelby County, AL 12/12/2006
State of Alabama
Deed Tax: \$.50

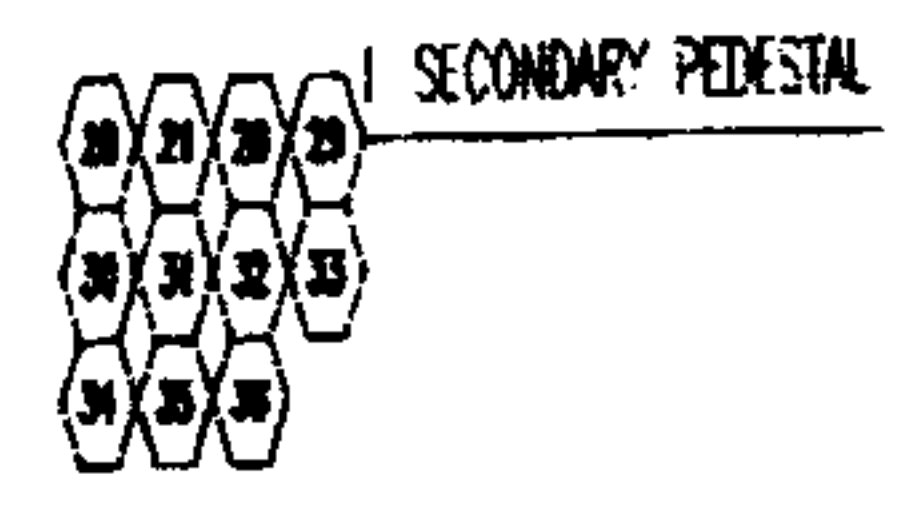

20061212000600910 2/4 \$20.50
Shelby Cnty Judge of Probate, AL
12/12/2006 10:27:23AM FILED/CERT



- NOTES
1. RISER LOADINGS BASED ON 100VA PER LOT
 2. TRANSFORMER LOADINGS BASED ON L.R.D. 11 & 21 A/C
 3. FLICKER CALCULATED ON A 3T A/C
 4. ALL PRIMARY CABLE TO BE #1/0 ANNU 35KV CABLE BURIED 42" BELOW GRADE. PRIMARY TO BE DIRECT BURIED
 5. ALL ROAD CROSSINGS WILL COMPLY WITH SHELBY COUNTY'S REQUIREMENTS
 6. ALL SECONDARY FROM TRANSFORMER TO SECONDARY PEDESTALS TO BE 1 #1/0 & 2 #250 AL XLP 600V CABLE DIRECT BURIED. ALL OTHER SECONDARY TO BE 1 #1/0 & 2 #4/0 AL XLP 600V CABLE DIRECT BURIED
 7. MAXIMUM VOLTAGE DROP CALCULATED AT LOT 389 IS 4.94%
 8. MAXIMUM FLICKER CALCULATED AT LOT 389 IS 3.80%
 9. APCO CONTRACTORS TO PERFORM ALL TRENCHING, INSTALL ALL CABLE, CONDUITS, TRANSFORMER PADS AND GROUND RODS



20061212000600910 3/4 \$20.50
Shelby Cnty Judge of Probate, AL
12/12/2006 10:27:23AM FILED/CERT



CONSTRUCTION COI

DATE: _____

**ANY CONSTRUCTION FIELD CI
ARE SHOWN IN RED ON THE**



PLAN SCALE
TOWN ALABASTER COUNTY SHELBY

MAP REF SEC-4WCTP-21S.R-3W

DRAWN LTC ENGR CROUCH DATE 07/06/06

ALABAMA POWER COI

JOB POWER DELIVERY - BIRMINGHAM

DETAIL CEDAR GROVE SUBDIVISION

SECTOR II PHASE 12

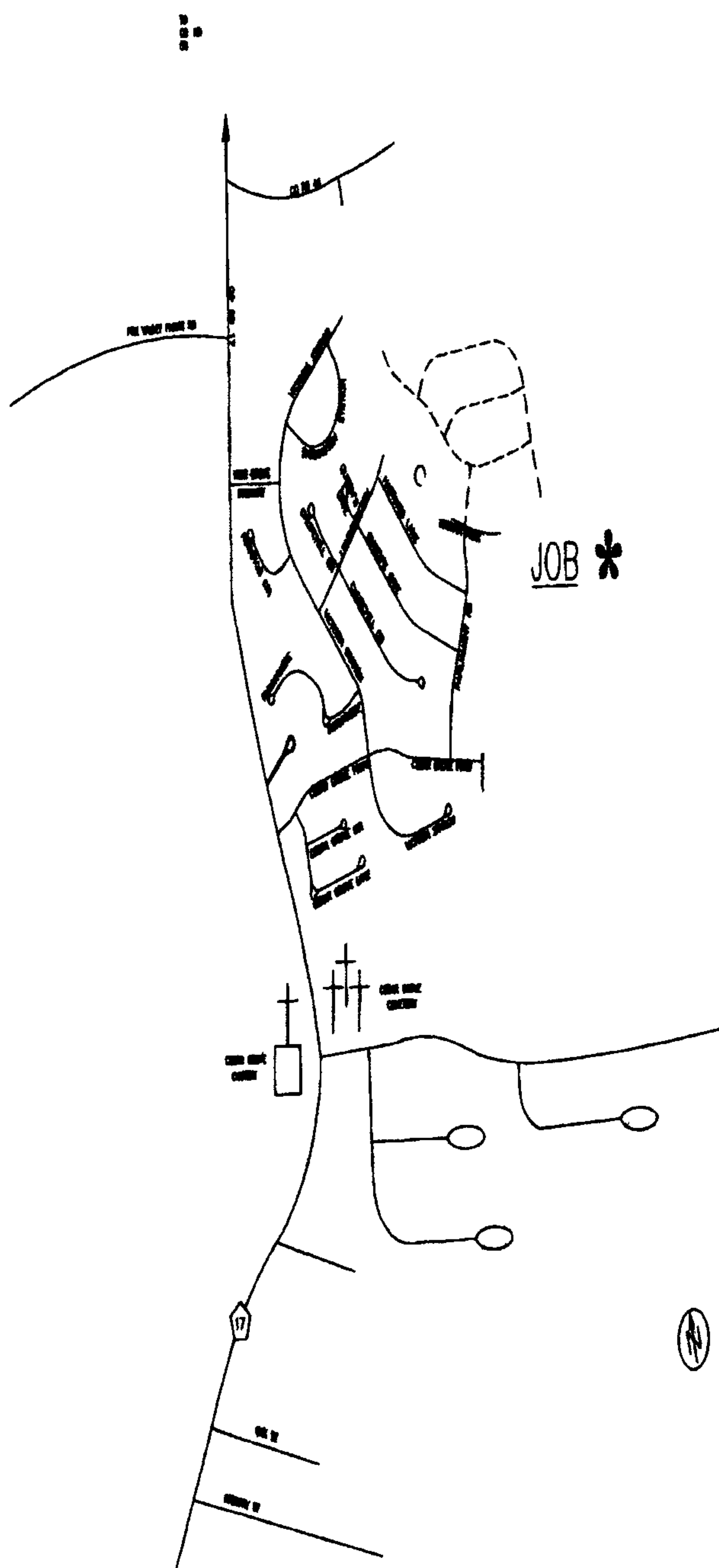
SCALE 1" = 100' PLOTTED DE

BANK LOADING

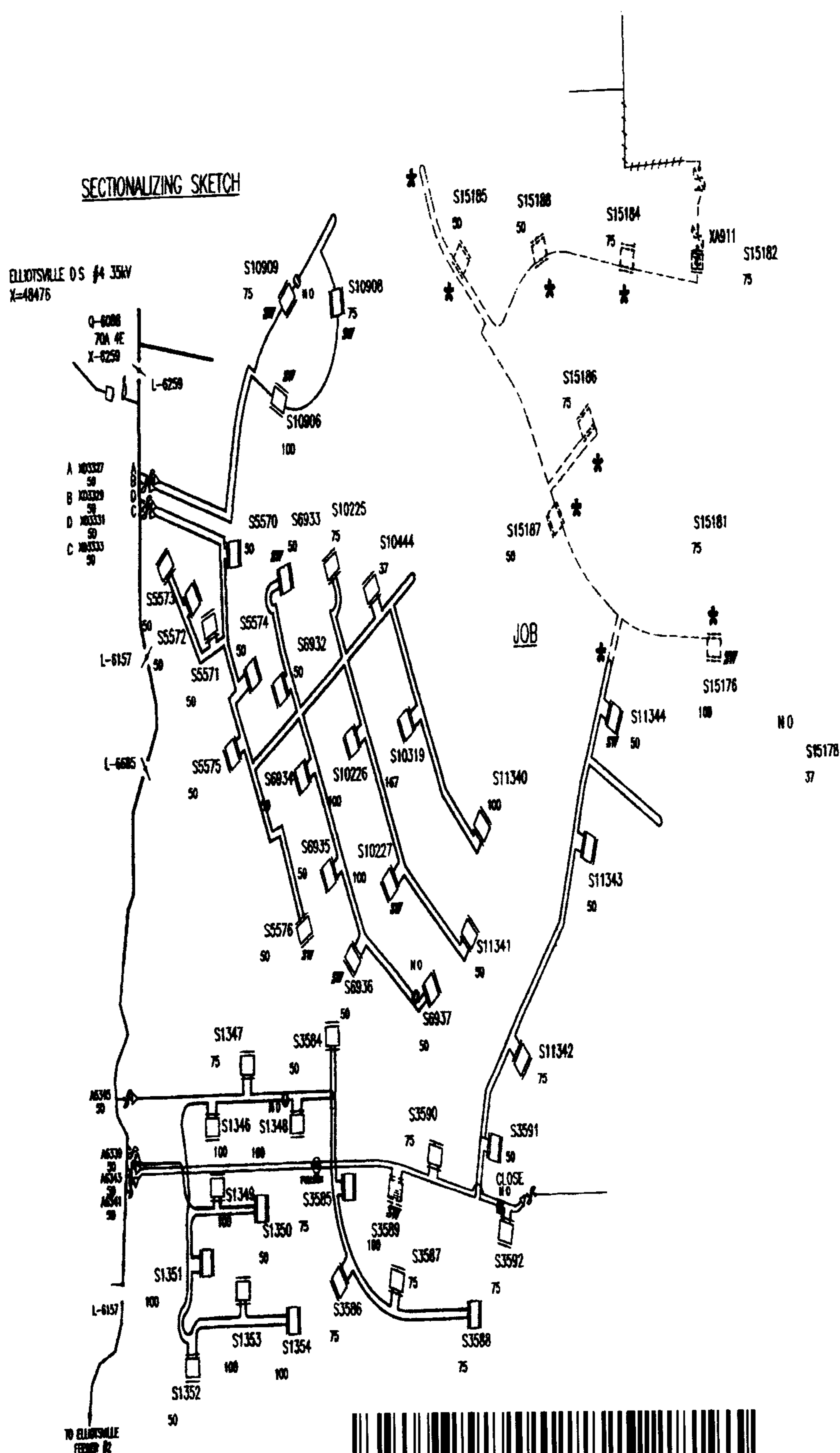
LINE	LOTS	FEEDER	PHASE
LINE 1	1A	1A	12.5A
LINE 2	2A	2A	12.5A
LINE 3	3A	3A	12.5A
LINE 4	4A	4A	12.5A
LINE 5	5A	5A	12.5A
LINE 6	6A	6A	12.5A
LINE 7	7A	7A	12.5A
LINE 8	8A	8A	12.5A
LINE 9	9A	9A	12.5A
LINE 10	10A	10A	12.5A
LINE 11	11A	11A	12.5A
LINE 12	12A	12A	12.5A
LINE 13	13A	13A	12.5A
LINE 14	14A	14A	12.5A
LINE 15	15A	15A	12.5A
LINE 16	16A	16A	12.5A
LINE 17	17A	17A	12.5A
LINE 18	18A	18A	12.5A
LINE 19	19A	19A	12.5A
LINE 20	20A	20A	12.5A
LINE 21	21A	21A	12.5A
LINE 22	22A	22A	12.5A
LINE 23	23A	23A	12.5A
LINE 24	24A	24A	12.5A
LINE 25	25A	25A	12.5A
LINE 26	26A	26A	12.5A
LINE 27	27A	27A	12.5A
LINE 28	28A	28A	12.5A
LINE 29	29A	29A	12.5A
LINE 30	30A	30A	12.5A
LINE 31	31A	31A	12.5A
LINE 32	32A	32A	12.5A
LINE 33	33A	33A	12.5A
LINE 34	34A	34A	12.5A
LINE 35	35A	35A	12.5A
LINE 36	36A	36A	12.5A
LINE 37	37A	37A	12.5A
LINE 38	38A	38A	12.5A
LINE 39	39A	39A	12.5A
LINE 40	40A	40A	12.5A
LINE 41	41A	41A	12.5A
LINE 42	42A	42A	12.5A
LINE 43	43A	43A	12.5A
LINE 44	44A	44A	12.5A
LINE 45	45A	45A	12.5A
LINE 46	46A	46A	12.5A
LINE 47	47A	47A	12.5A
LINE 48	48A	48A	12.5A
LINE 49	49A	49A	12.5A
LINE 50	50A	50A	12.5A
LINE 51	51A	51A	12.5A
LINE 52	52A	52A	12.5A
LINE 53	53A	53A	12.5A
LINE 54	54A	54A	12.5A
LINE 55	55A	55A	12.5A
LINE 56	56A	56A	12.5A
LINE 57	57A	57A	12.5A
LINE 58	58A	58A	12.5A
LINE 59	59A	59A	12.5A
LINE 60	60A	60A	12.5A
LINE 61	61A	61A	12.5A
LINE 62	62A	62A	12.5A
LINE 63	63A	63A	12.5A
LINE 64	64A	64A	12.5A
LINE 65	65A	65A	12.5A
LINE 66	66A	66A	12.5A
LINE 67	67A	67A	12.5A
LINE 68	68A	68A	12.5A
LINE 69	69A	69A	12.5A
LINE 70	70A	70A	12.5A
LINE 71	71A	71A	12.5A
LINE 72	72A	72A	12.5A
LINE 73	73A	73A	12.5A
LINE 74	74A	74A	12.5A
LINE 75	75A	75A	12.5A
LINE 76	76A	76A	12.5A
LINE 77	77A	77A	12.5A
LINE 78	78A	78A	12.5A
LINE 79	79A	79A	12.5A
LINE 80	80A	80A	12.5A
LINE 81	81A	81A	12.5A
LINE 82	82A	82A	12.5A
LINE 83	83A	83A	12.5A
LINE 84	84A	84A	12.5A
LINE 85	85A	85A	12.5A
LINE 86	86A	86A	12.5A
LINE 87	87A	87A	12.5A
LINE 88	88A	88A	12.5A
LINE 89	89A	89A	12.5A
LINE 90	90A	90A	12.5A
LINE 91	91A	91A	12.5A
LINE 92	92A	92A	12.5A
LINE 93	93A	93A	12.5A
LINE 94	94A	94A	12.5A
LINE 95	95A	95A	12.5A
LINE 96	96A	96A	12.5A
LINE 97	97A	97A	12.5A
LINE 98	98A	98A	12.5A
LINE 99	99A	99A	12.5A
LINE 100	100A	100A	12.5A

BANK LOADING BASED ON PER LOT

LOCATION SKETCH



SECTIONALIZING SKETCH



20061212000600910 4/4 \$20.50
 Shelby Cnty Judge of Probate, AL
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CONSTRUCTION CO

DATE: _____

**ANY CONSTRUCTION FIELD C
 ARE SHOWN IN RED ON THI**

AUTOMATED DRAWING - MAKE NO MATH

ALABAMA POWER CO.

JOB POWER DELIVERY - BIRMINGHAM

DETAIL CEDAR GROVE SUBDIVISION

SECTOR II PHASE 12

0 100 200

PLAN SCALE

TOWN ALABASTER COUNTY SHELBY

MAP REF: SEC-4NETP-21S,R-3W

DATE 07/06/06

SCALE 1" = 100' PLOTTED 0