

1750
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!)

Valerie J. Acocella

STATE OF ALABAMA }
COUNTY OF Shelby }

W.E. No. 61700-08-0041-6
Parcel No. 70178440

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: Bent Creek, Sector 2 (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") (Southeast Quarter of the Southeast Quarter of Section 1, and the Northeast Quarter of the Northeast Quarter of Section 12, all being in Township 20 South, Range 2 West).

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: _____

LOCATED ALONG THE ROUTE SHOWN
ON THE ATTACHED DRAWING WITHIN
THE SUBDIVISION IDENTIFIED HEREIN.

IN WITNESS WHEREOF, this instrument has been executed this the 16 day of AUGUST, 2006.

WITNESS/ATTEST

GRANTOR:

Bent Creek LLC


Name of Individual/Company/Partnership/LLC

Joseph Zegorelli
Signature of Individual/Officer/Partner
Managing Partner
Bent Creek LLC

CORPORATE/PARTNERSHIP ACKNOWLEDGMENT

STATE OF ALABAMA }

County of SHELBY }


20061212000600960 2/3 \$17.50
Shelby Cnty Judge of Probate, AL
12/12/2006 10:27:28AM FILED/CERT

I, VALERIE J ACOCELLA, a Notary Public, in and for said County in said State, hereby certify
that, JOSEPH ZEGORELLI whose name as MANAGING PARTNER
of Bent Creek 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 16 day of AUGUST, 2006.

Valerie J Acocella
Notary Public

My commission expires: 8-12-09

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA }

County of _____ }

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

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: _____

RISK LOADING				
SERVICE	EXISTING	PROPOSED	TOTAL	PRIORITY
XD-4W	7A	11A	18A	33A
XD-5T	56A	77A	133A	71A
XD-6T	77A	144A	221A	489A
XD-7T	88A	108A	196A	493A
XD-8T	244A	212A	456A	321A
XD-9W	111A	154A	265A	312A

SECTIONALIZING SKETCH:

FOR ENCLOSED LINE WORK

Obtain ML Ref: PERMUT 4 XD-2004

SUBSTATION CHLSEA CS
FEEDER #1 BREAKER #34724

06975
 50
 06976
 50
 06977
 50
 06978
 50
 06979
 50
 06980
 50
 06981
 50
 06982
 50
 06983
 50
 06984
 50
 06985
 50
 06986
 50
 06987
 50
 06988
 50
 06989
 50
 06990
 50
 06991
 50
 06992
 50
 06993
 50
 06994
 50
 06995
 50
 06996
 50
 06997
 50
 06998
 50
 06999
 50
 07000
 50
 07001
 50
 07002
 50
 07003
 50
 07004
 50
 07005
 50
 07006
 50
 07007
 50
 07008
 50
 07009
 50
 07010
 50
 07011
 50
 07012
 50
 07013
 50
 07014
 50
 07015
 50
 07016
 50
 07017
 50
 07018
 50
 07019
 50
 07020
 50
 07021
 50
 07022
 50
 07023
 50
 07024
 50
 07025
 50
 07026
 50
 07027
 50
 07028
 50
 07029
 50
 07030
 50
 07031
 50
 07032
 50
 07033
 50
 07034
 50
 07035
 50
 07036
 50
 07037
 50
 07038
 50
 07039
 50
 07040
 50
 07041
 50
 07042
 50
 07043
 50
 07044
 50
 07045
 50
 07046
 50
 07047
 50
 07048
 50
 07049
 50
 07050
 50
 07051
 50
 07052
 50
 07053
 50
 07054
 50
 07055
 50
 07056
 50
 07057
 50
 07058
 50
 07059
 50
 07060
 50
 07061
 50
 07062
 50
 07063
 50
 07064
 50
 07065
 50
 07066
 50
 07067
 50
 07068
 50
 07069
 50
 07070
 50
 07071
 50
 07072
 50
 07073
 50
 07074
 50
 07075
 50
 07076
 50
 07077
 50
 07078
 50
 07079
 50
 07080
 50
 07081
 50
 07082
 50
 07083
 50
 07084
 50
 07085
 50
 07086
 50
 07087
 50
 07088
 50
 07089
 50
 07090
 50
 07091
 50
 07092
 50
 07093
 50
 07094
 50
 07095
 50
 07096
 50
 07097
 50
 07098
 50
 07099
 50
 07100
 50
 07101
 50
 07102
 50
 07103
 50
 07104
 50
 07105
 50
 07106
 50
 07107
 50
 07108
 50
 07109
 50
 07110
 50
 07111
 50
 07112
 50
 07113
 50
 07114
 50
 07115
 50
 07116
 50
 07117
 50
 07118
 50
 07119
 50
 07120
 50
 07121
 50
 07122
 50
 07123
 50
 07124
 50
 07125
 50
 07126
 50
 07127
 50
 07128
 50
 07129
 50
 07130
 50
 07131
 50
 07132
 50
 07133
 50
 07134
 50
 07135
 50
 07136
 50
 07137
 50
 07138
 50
 07139
 50
 07140
 50
 07141
 50
 07142
 50
 07143
 50
 07144
 50
 07145
 50
 07146
 50
 07147
 50
 07148
 50
 07149
 50
 07150
 50
 07151
 50
 07152
 50
 07153
 50
 07154
 50
 07155
 50
 07156
 50
 07157
 50
 07158
 50
 07159
 50
 07160
 50
 07161
 50
 07162
 50
 07163
 50
 07164
 50
 07165
 50
 07166
 50
 07167
 50
 07168
 50
 07169
 50
 07170
 50
 07171
 50
 07172
 50
 07173
 50
 07174
 50
 07175
 50
 07176
 50
 07177
 50
 07178
 50
 07179
 50
 07180
 50
 07181
 50
 07182
 50
 07183
 50
 07184
 50
 07185
 50
 07186
 50
 07187
 50
 07188
 50
 07189
 50
 07190
 50
 07191
 50
 07192
 50
 07193
 50
 07194
 50
 07195
 50
 07196
 50
 07197
 50
 07198
 50
 07199
 50
 07200
 50
 07201
 50
 07202
 50
 07203
 50
 07204
 50
 07205
 50
 07206
 50
 07207
 50
 07208
 50
 07209
 50
 07210
 50
 07211
 50
 07212
 50
 07213
 50
 07214
 50
 07215
 5

SUNSET LAK

LOCATION SKETCH

NOTES

1. INSIDE LOCATIONS BASED ON DATA FOR LOT 4
2. FURNISHER LOCATING BASED ON DATA FOR 3000' AREA. LOCATED AT .700-3 & 4 ON A/C
3. FURNISHER CALCULATED ON A 4-TON A/C
4. PRIMARY CABLE TO BE 1 1/2" AND 1/2" CABLE DIRECT BURIED AT 2' BELOW GRADE
5. ALL ROAD CROSSINGS WILL COMPLY IN SHIELDING DEVIANTS REQUIREMENTS
6. ALL SECONDARY POWER TRANSFORMER TO SECONDARY PERMISSIBLE TO BE 2 (200) & 1 (150) AMP
7. ALL OTHER SECONDARY TO BE 1 (150) AND 1 (1/2) AMP CABLE
8. SECONDARY CABLE TO BE DIRECT BURIED AT 2' BELOW GRADE
9. WINDING IN THE DIRECTION CALCULATED AT LOT 4 IS 3000'
10. WINDING IN THE DIRECTION CALCULATED AT LOT 4 IS 4.50%
11. AS A CONTRACTOR PROVIDES AND OR PROVIDES INSTALL ALL THE CABLE, DEVIANTS, TRANSFORMERS, PDS AND OR OTHERS IN THE
12. THE CONTRACTOR WILL BEAR THE CHARGE INCURRED DUE TO THE PROPOSED SERVICE LEAVE-
EXCEEDING THE MAXIMUM DISTANCE REQUIRED BY THIS CDP

CONSTRUCTION COMPLETE

DATE. _____

**ANY CONSTRUCTION FIELD C
ARE SHOWN IN RED ON THIS.**

ALFONSO G. GARCIA - WAGE SEC. UNIT

ALABAMA POWER CO

CONFIDENTIAL

JOB CHIEF DEPUTY - UNCLAS
 REFM BEAT CREEK SURVEYS

03415 : * E 130' PLCTED

103
