

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

DOCUMENT TO BE RECORDED

**(NOTE: DO NOT RECORD WITHOUT
ATTACHED PLAT OR DRAWING!)**

This instrument prepared by:

Jeff J. Callicott

STATE OF ALABAMA

}

W.E. No. 61730-08-00525
61730-40-00607

**Alabama Power Company
Corporate Real Estate
P. O. Box 2641**

COUNTY OF SHELBY

}

Parcel No.

Birmingham, Alabama 35291

70196104

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: Beaumont Phase 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") (NW ¼ of NW ¼ of Section 01 , Township 19S, Range 2W) 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.

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


20071109000517680 1/3 \$17.50
Shelby Cnty Judge of Probate, AL
11/09/2007 09:58:13AM FILED/CERT

All facilities on Grantor: _____

Station to Station: _____

70196104

IN WITNESS WHEREOF, this instrument has been executed this the 10th day of July, 2007.

WITNESS/ATTEST

GRANTOR:

[Signature]

Investments Associates, LLC
Name of Individual/Company/Partnership/LLC

x [Signature]
Signature of Individual/Officer/Partner

CORPORATE/PARTNERSHIP ACKNOWLEDGMENT

STATE OF ALABAMA }

County of Jefferson }

I, Loretta Lynne White, a Notary Public, in and for said County in said State, hereby certify that, James H. Belcher whose name as Corporate Representative of Investments Associates 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 10th day of July, 2007.

Loretta Lynne White
Notary Public

My commission expires NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Apr 13, 2010
BONDED THRU NOTARY PUBLIC UNDERWRITERS

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA }

County of _____ }

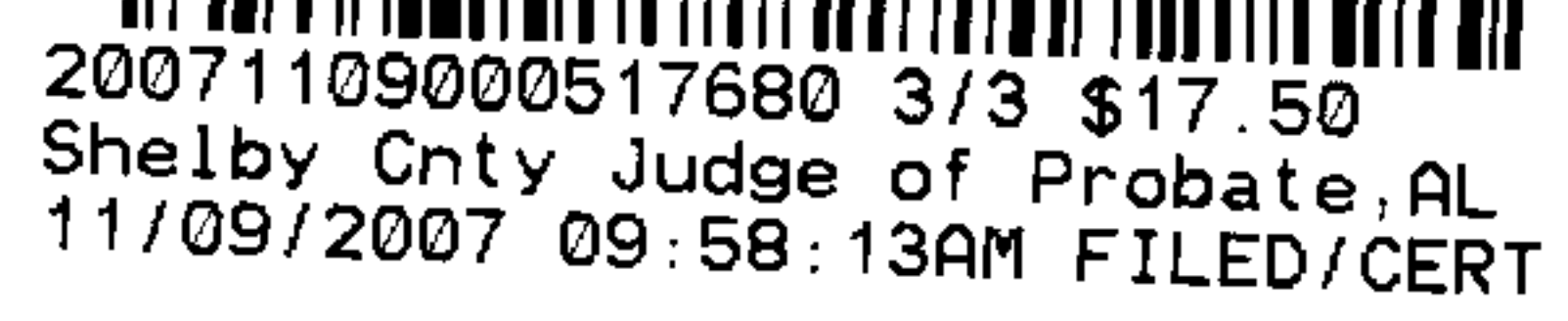
I, _____, a Notary Public in and for said County, in said State, hereby certify that _____, whose name(s) (is/are) signed to the foregoing instrument, and who (is/are) known to me, acknowledged before me on this date that, being informed of the contents of the agreement, (has/have) executed the same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

Given under my hand and official seal, this the _____ day of _____, 20____.

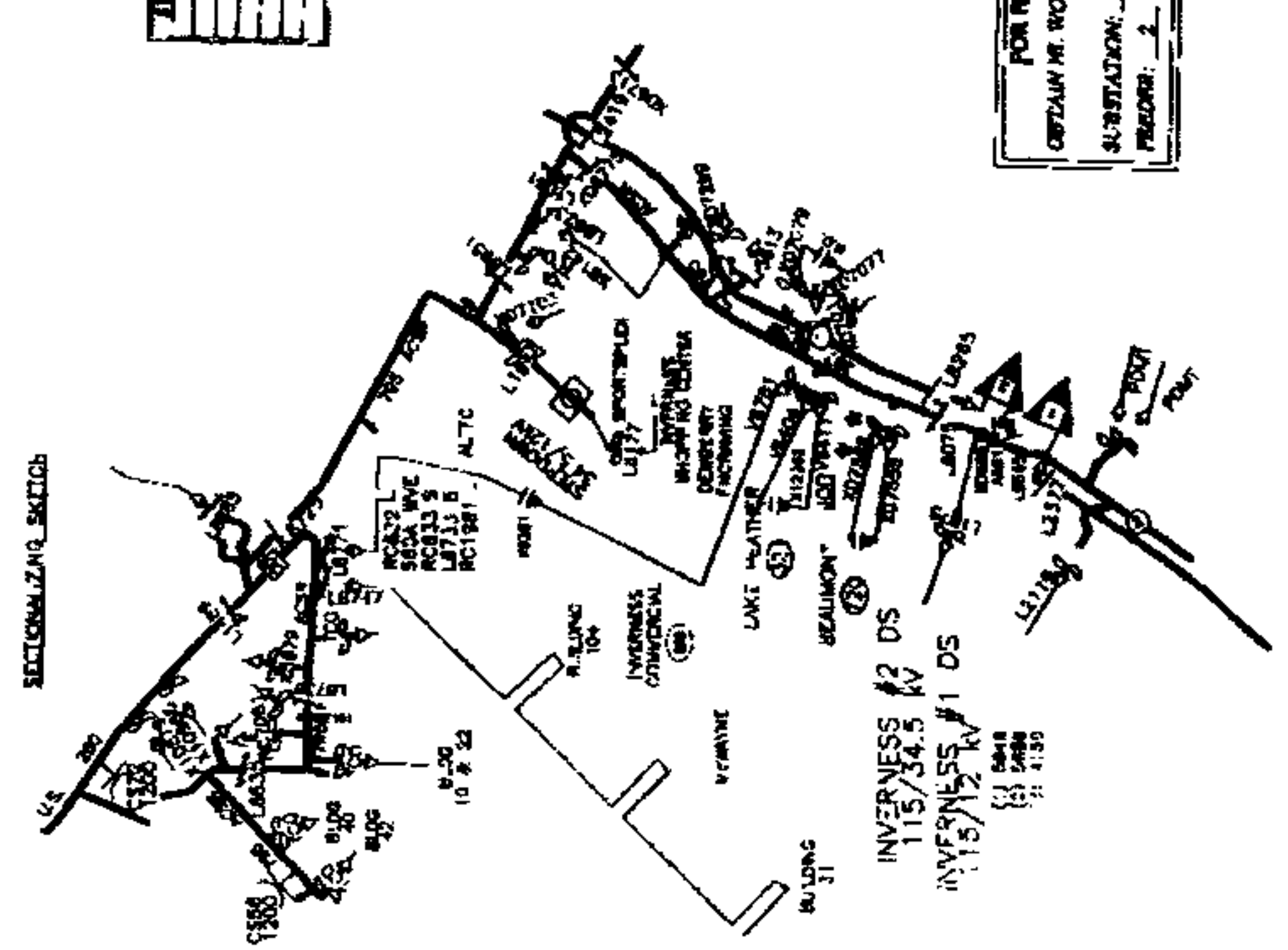
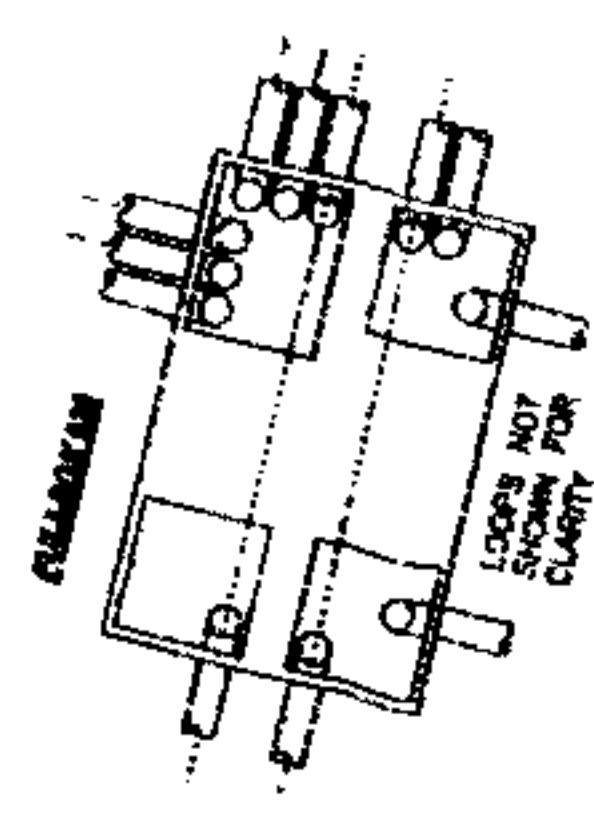
Shelby County, AL 11/09/2007
State of Alabama
Deed Tax: \$.50

Notary Public
My commission expires: _____


20071109000517680 2/3 \$17.50
Shelby Cnty Judge of Probate, AL
11/09/2007 09:58:13AM FILED/CERT



70196104



CONSTRUCTION COMPLETE

DATE _____

**ANY CONSTRUCTION FIELD CHANGES
ARE SHOWN IN RED ON THIS PRINT.**

AUTOMATED DRAWING - MAKE NO MANUAL REVISIONS
 ALABAMA POWER COMPANY
 JOB METRO SOUTH - PATTON CAMEL
 SERIAL BEAUMONT
 DRAWING NO. 155C-1-1P-195R-2W
 SCALE 1" = 60'
 DATE 06/28/07
 TOWN MOORE COUNTY SHELBY
 MAP REF. 155C-1-1P-195R-2W
 DRAWN: NNC ENG. S.BELL
 PLAN SCALE 1" = 50'

ENGINEER: SCOTT HILL
RADIO #11411

LINE	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	1000	1	EA	1000	1000
2	2000	1	EA	2000	2000
3	3000	1	EA	3000	3000
4	4000	1	EA	4000	4000
5	5000	1	EA	5000	5000
6	6000	1	EA	6000	6000
7	7000	1	EA	7000	7000
8	8000	1	EA	8000	8000
9	9000	1	EA	9000	9000
10	10000	1	EA	10000	10000
11	11000	1	EA	11000	11000
12	12000	1	EA	12000	12000
13	13000	1	EA	13000	13000
14	14000	1	EA	14000	14000
15	15000	1	EA	15000	15000
16	16000	1	EA	16000	16000
17	17000	1	EA	17000	17000
18	18000	1	EA	18000	18000
19	19000	1	EA	19000	19000
20	20000	1	EA	20000	20000
21	21000	1	EA	21000	21000
22	22000	1	EA	22000	22000
23	23000	1	EA	23000	23000
24	24000	1	EA	24000	24000
25	25000	1	EA	25000	25000
26	26000	1	EA	26000	26000
27	27000	1	EA	27000	27000
28	28000	1	EA	28000	28000
29	29000	1	EA	29000	29000
30	30000	1	EA	30000	30000
31	31000	1	EA	31000	31000
32	32000	1	EA	32000	32000
33	33000	1	EA	33000	33000
34	34000	1	EA	34000	34000
35	35000	1	EA	35000	35000
36	36000	1	EA	36000	36000
37	37000	1	EA	37000	37000
38	38000	1	EA	38000	38000
39	39000	1	EA	39000	39000
40	40000	1	EA	40000	40000
41	41000	1	EA	41000	41000
42	42000	1	EA	42000	42000
43	43000	1	EA	43000	43000
44	44000	1	EA	44000	44000
45	45000	1	EA	45000	45000
46	46000	1	EA	46000	46000
47	47000	1	EA	47000	47000
48	48000	1	EA	48000	48000
49	49000	1	EA	49000	49000
50	50000	1	EA	50000	50000
51	51000	1	EA	51000	51000
52	52000	1	EA	52000	52000
53	53000	1	EA	53000	53000
54	54000	1	EA	54000	54000
55	55000	1	EA	55000	55000
56	56000	1	EA	56000	56000
57	57000	1	EA	57000	57000
58	58000	1	EA	58000	58000
59	59000	1	EA	59000	59000
60	60000	1	EA	60000	60000
61	61000	1	EA	61000	61000
62	62000	1	EA	62000	62000
63	63000	1	EA	63000	63000
64	64000	1	EA	64000	64000
65	65000	1	EA	65000	65000
66	66000	1	EA	66000	66000
67	67000	1	EA	67000	67000
68	68000	1	EA	68000	68000
69	69000	1	EA	69000	69000
70	70000	1	EA	70000	70000
71	71000	1	EA	71000	71000
72	72000	1	EA	72000	72000
73	73000	1	EA	73000	73000
74	74000	1	EA	74000	74000
75	75000	1	EA	75000	75000
76	76000	1	EA	76000	76000
77	77000	1	EA	77000	77000
78	78000	1	EA	78000	78000
79	79000	1	EA	79000	79000
80	80000	1	EA	80000	80000
81	81000	1	EA	81000	81000
82	82000	1	EA	82000	82000
83	83000	1	EA	83000	83000
84	84000	1	EA	84000	84000
85	85000	1	EA	85000	85000
86	86000	1	EA	86000	86000
87	87000	1	EA	87000	87000
88	88000	1	EA	88000	88000
89	89000	1	EA	89000	89000
90	90000	1	EA	90000	90000
91	91000	1	EA	91000	91000
92	92000	1	EA	92000	92000
93	93000	1	EA	93000	93000
94	94000	1	EA	94000	94000
95	95000	1	EA	95000	95000
96	96000	1	EA	96000	96000
97	97000	1	EA	97000	97000
98	98000	1	EA	98000	98000
99	99000	1	EA	99000	99000
100	100000	1	EA	100000	100000

FOR INFORMATION AND WORK:

CAPTAIN MR. WORK PERMITS # : _____

SUBSTATION: _____ DISTRICT: _____

PRIORITY: 2 DISPATCHER: _____