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

STATE OF ALABAMA

COUNTY OF SHELBY

DOCUMENT TO BE RECORDED

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

} W.E. No.<u>61730-08-00597</u>

Parcel No. <u>70203559</u>

This instrument prepared by:

Jet J. Callicott

Alabama Power Company

Alabama Power Company Corporate Real Estate

P. O. Box 2641

Birmingham, Alabama 35291

KNOW ALL	MEN BY	THESE PRESEN	ITS, THAT: W	HEREAS, the	e "Grantor".	, (whet	her one or more)	are owners of rec	ord of the following
described real est	tate in	Shelby	_ County, Alab	ama, to wit:	<u>Heatherwoo</u>	od 5 th S	ector	·	(the "Subdivision")
as shown on the	plat or d	rawing attached	and incorporat	ed herein by	reference,	which	Grantor plans to	record in the Offi	ice of the Judge of
Probate,	Shelby	County, Alabam	a (the "Propert	y") (_¼ of _	N 1/2	O	f Section <u>9</u> ,
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. Invalidation of any one of the foregoing covenants and restrictions shall in no way affect any other provision contained herein.

5-5897 Rev. 4/05

THIS PERMIT GOVERS ALL COMPANY FACILITIES
LOCATED ALONG THE ROUTE SHOWN
ON THE ATTACHED DRAWING WITHIN
THE SUBDIVICIONAL TED HEREIN.



07/01/2008 10:29:56AM FILED/CERT

All facilities on Grantor:	Station to Station:						
IN WITNESS WHEREOF, this instrume	nt has been executed this the _	day of, 20					
WITNESS/ATTEST	GRA	ANTOR:					
1 Mulu Auly		Rd Development, LLC					
		ne of Individual/Company/Partnership/LLC Market of Individual/Officer/Partner					
CORPORATE/PARTNERSHIP ACKNOWLE	============== DGMENT) :====================================					
STATE OF ALABAMA	}						
County of It and	}						
that, Donald R. Proc of_RD Developmen	whose name						
	re me on this day that beir	corporation/partnership, is signed to the foregoing instrument, and any informed of the contents of the instrument, he/she, as such					
Given under my hand and official seal, th	1/-	Menber 2017. Fully					
		Notary Public ALABAMA AT LARGE NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: June 24, 2009 My commission explication thru notary of allic underwriters					
INDIVIDUAL ACKNOWLEDGMENT	=======================================						
STATE OF ALABAMA							
County of							
l,	, a N	lotary Public in and for said County, in said State, hereby certify					
(is/are) known to me, acknowledged before		ose name(s) (is/are) signed to the foregoing instrument, and who ormed of the contents of the agreement, (has/have) executed the					
same voluntarily on the day the same bears d	ate.	on the contents of the agreement, (has/have) executed the					
Given under my hand and the seed of the s	is the day of						
		Notary Public					
Shelby County, AL 07/01/2008 State of Alabama		My commission expires:					

Deed Tax:\$.50



