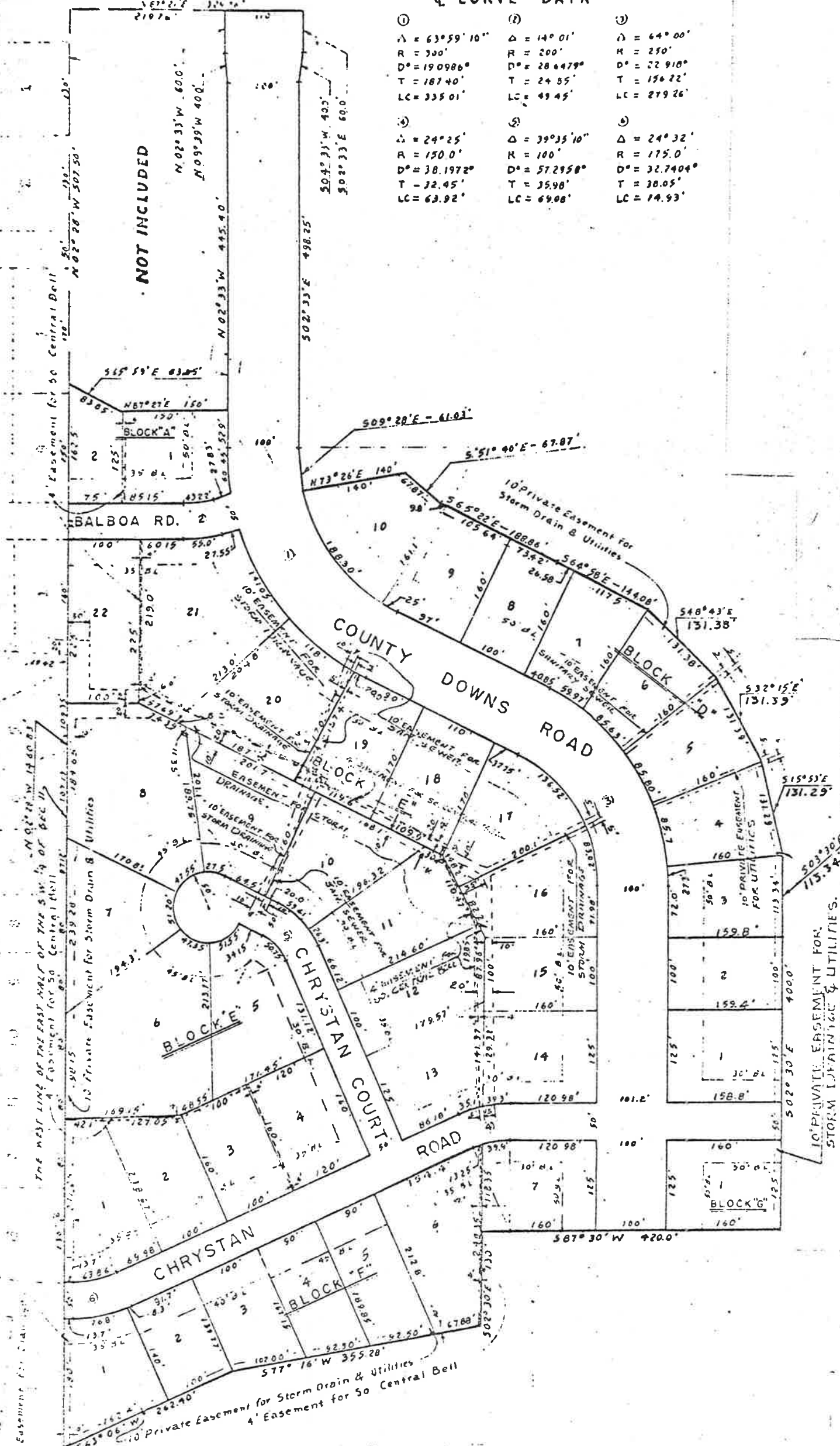


ATLANTA HWY.

4 CURVE DATA

①	②	③
$\Delta = 63^{\circ}59'10''$	$\Delta = 14^{\circ}01'$	$\Delta = 64^{\circ}00'$
$R = 300'$	$R = 200'$	$R = 250'$
$D^{\circ} = 19.0986^{\circ}$	$D^{\circ} = 28.6479^{\circ}$	$D^{\circ} = 22.918^{\circ}$
$T = 187.40'$	$T = 24.55'$	$T = 156.22'$
$LC = 335.01'$	$LC = 49.45'$	$LC = 279.26'$
④	⑤	⑥
$\Delta = 24^{\circ}25'$	$\Delta = 39^{\circ}35'10''$	$\Delta = 24^{\circ}32'$
$R = 150.0'$	$R = 100'$	$R = 175.0'$
$D^{\circ} = 38.1972^{\circ}$	$D^{\circ} = 57.2958^{\circ}$	$D^{\circ} = 32.7404^{\circ}$
$T = 32.45'$	$T = 35.98'$	$T = 38.05'$
$LC = 63.92'$	$LC = 69.08'$	$LC = 14.93'$

NOT INCLUDED



THE WEST LINE OF THE EAST HALF OF THE SW 1/4 OF SEC 15
A Easement for So Central Bell

SUTCLIFF DRIVE

10' Private Easement for Storm Drain & Utilities
4' Easement for So Central Bell

10' PRIVATE EASEMENT FOR
STORM DRAINAGE & UTILITIES.

Map of County Downs Plat No. 1
Being located in the East-Half of
Section 11, T16N, R18E, Montgomery,
Alabama March 15, 1974

Abstract of Plat
Filed: May 27, 1974
Recorded in Plat Book 26, Page 51

By

Henry R. Hudson and Associates
Consulting Engineers

Contains Lots 1 and 2, in Block "A"; Lots 1 thru 10, in Block "D";
Lots 1 thru 22, in Block "E"; Lots 1 thru 7, in Block F; and Lot 1, in
Block G.

All easements except the private and utility easements as shown on the
Plat are hereby dedicated to the Water Works and Sanitary Sewer Board of
The City of Montgomery, Alabama, and to The Municipality of Montgomery,
Alabama, for the public use, easements include the right of ingress and
egress by City Employees for maintenance to the property included in the
easements. No permanent structure is to be placed on any easement shown
hereon. Streets shown hereon, if not previously dedicated, are hereby ten-
dered for dedication for the public use.

The right is hereby reserved for the Telephone Company to cross other
easements which are adjacent to their easement with service lines, provided
it does not interfere with the function of said other easements as dedicated.

All bearings are magnetic. All distances shown on curves are chord
measurements. The private easements shown for drainage swales are not the
responsibility of the City of Montgomery, Alabama.

STATE OF ALABAMA)
MONTGOMERY COUNTY)

I, Henry R. Hudson, A Registered professional Engineer and Land Survey-
or of Montgomery, Alabama, hereby certify that I have surveyed the property
shown on this Plat and that the Plat is true and correct; that all Lot cor-
ners are marked with iron pins, that they actually exist.

This the 15th day of March, 1974.

/s/Henry R. Hudson, Reg. No. 1823 (SEAL)

State of Alabama)
Montgomery County)

I, Edwin H. Auerbach, Jr., a Partner of The Hillsborough Development Co.,
an Alabama General Partnership, owner of the property shown hereon, hereby
join in and sign the foregoing Surveyor's Certificate and adopt the map as
true and correct, and hereby adopt and impose the restrictions as shown be-
low upon said lots, map and plat.

This the 7th day of May, 1974.

/s/Hillsborough Development Co., an
Alabama General Partnership.

By Edwin H. Auerbach, Jr., As a Partner

State of Alabama)
Montgomery County)

I, Jackie Smith Lisenby, a Notary Public in and for said County in said
State hereby certify that Edwin H. Auerbach, Jr., a Partner of the Hills-
borough Development Co., an Alabama General Partnership, whose name as owner
is signed to the foregoing Surveyor's Certificate and map and who is known
to me, acknowledged before me on this day that being informed of the contents
of said certificate and map, sign the same voluntarily on the day the same
bears date.

Given under my hand and seal, this the 7th day of May, 1974.

My Commission Expires
8/22/76 (Date)

/s/ Jackie Smith Lisenby, Notary Public

PROTECTIVE COVENANTS NO. 1

1. The Single Family residence located on the following Lots shall be
erected with the ground floor area of the main structure being not less than
the following, exclusive of open porches, attached garages or carports;

- Lot 2 in Block "A".....1500 Square Feet.
- Lots 1 and 22 in Block "E".....1700 Square Feet.
- Lot 1 in Block "F".....1700 Square Feet.

PROTECTIVE COVENANTS NO. 2

By adoption of this Plat, the owners of all of the Lots embraced therein hereby adopts the following protective covenants and imposes them upon the property comprising the said Plat and upon each Lot therein except Lot 2, in Block "A", Lots 1 and 22 in Block "E", and Lot 1 in Block "F".

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date of the recording of this Plat, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the Lots has been recorded agreeing to change said covenants in whole or in part. Enforcement shall be by proceedings at Law or in Equity against the person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. Invalidation of any one of these covenants by Judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

1. No Lot shall be used except for residential purposes.
2. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single family dwelling not to exceed two and one-half stories in height. This shall not be construed to prevent necessary out-buildings as hereinafter authorized and provided.
3. No residence shall be erected upon or allowed to occupy any Lot unless the ground floor area of the main structure, exclusive of open porches, attached garages or carports, be not less than 2,000 square feet in the case of a one-story dwelling, nor less than 1,400 Square feet on the ground floor and not less than 800 square feet on the second-story in the case of a dwelling of more than one story.
4. No building shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum building setback lines shown on the recorded Plat. No building shall be located nearer than 10 feet to an interior Lot Line, except that a five-foot minimum side yard shall be permitted for a garage or other permitted accessory building located on the rear one-quarter of the Lot. For purposes of this covenant, eaves, steps, open porches, and ornamental planting boxes shall not be considered as a part of a building provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.
5. No dwelling shall be erected or placed on any Lot having a width of less than 75 feet at the building setback line.
6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat.
7. Easements in favor of the Alabama Power Company are reserved on or within two feet of the side Lot lines from the front Lot line to the building setback line only, to permit the placement of power poles and anchors.
8. Easements in favor of the South Central Bell Telephone Company for underground service lines are reserved as shown on the Plat. Easements include the right of ingress and egress by employees of said Company for maintenance of the property included in the easements.
9. No separate garages, or outbuildings of any kind or nature, except green or ornamental landscape structures, shall be erected on or allowed to occupy any Lot except on that portion of the Lot in the rear of the residence, and no such building shall be constructed or occupied prior to the construction of the main house, except such as may be used in storing tools and equipment or materials for the construction of the main house.
10. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

11. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used at any time as a residence either temporarily or permanently.

12. No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

13. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

14. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

15. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

16. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines. The same sight-line limitations shall apply on any Lot within 10 feet from the intersection of a street property line and the edge of a driveway pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

17. Easements for installation and maintenance of drainage facilities are reserved as shown on the Plat and over the rear ten feet of each Lot therein. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of water through channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

18. One dwelling may be erected on two or more adjoining Lots and the tract so used shall be considered and referred to as one Lot for the purpose of these restrictions and the restrictions shall apply the same as if said tract had been originally platted and shown as one Lot on the Plat.

19. Equipment, or boats shall not be parked or placed on any Lot in front of the residence or building visible from the street.

Approval of The Montgomery City Planning Commission

This Plat has been submitted to and considered by The City Planning Commission of Montgomery, Alabama, and is approved by such Commission.

/s/ The Montgomery City Planning Commission
BY: J. Aronstein, Jr.,
Director

DATE: May 24, 1974.

Marshall Lumber & Mill Company,
Inc., a corporation (SIGNED:
Marshall Lumber & Mill Company,
Inc., By F. H. Marshall, Its
President, Attest: Warren B.
Marshall, Secretary)(SEAL)

TO:

Alabama Power Company, a
corporation

Right of Way Deed

Date: May 6, 1960

Acknowledged: May 6, 1960
Corp. Form by F. H. Marshall __, as
President

Before: Jack B. Knight (SEAL)
N.P., Montgomery County, Alabama

Filed: August 29, 1960

Recorded: Deed Book 490, Page 273

Consideration: \$1.00 - Paid

Witness: (None)

The right to construct, operate and maintain its lines of poles and towers and appliances necessary in connection therewith, as located by the final location survey heretofore made by said Company, for the transmission of electric power with the right to string thereon from time to time electric power and telephone wires and the right to permit other corporations and persons to attach wires to said poles and towers upon, over and across the following described lands situated in Montgomery County, Alabama:

N $\frac{1}{2}$ of NE $\frac{1}{4}$ of SW $\frac{1}{4}$ Section 11, Township 16 N, Range 18E.

In the event the above described line of poles and appliances interfere with any building, construction and/or development on said land, the grantee will relocate said poles and appliances so as not to interfere with said building, construction and/or development and consent is hereby given to so relocate said poles and appliances on said land.

The final location survey referred to above is attached hereto; identifies and locates said line of poles, and appliances and is made a part hereof.

In the event it becomes necessary or desirable for Alabama Power Company to move its lines of poles, towers and appliances in connection with the construction or improvement of any public road or highway in proximity to its said power lines, the said Company is hereby granted the right to relocate its said lines of poles, towers and appliances and lands of grantors hereinabove described, provided, however, the said Company shall relocate its said lines of poles or towers at a distance not greater than ten feet outside the boundary of the right of way of any such public road or highway as established or re-established from time to time.

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 lines; and also the right to cut and keep clear all trees, and to keep clear other obstructions, that may injure or endanger said lines.

IN WITNESS WHEREOF, the said Marshall Lumber & Mill Company, Inc. has caused this instrument to be executed in its name by F. H. Marshall, as its President and attested by Warren B. Marshall, its Secretary, and its corporate seal to be affixed, on this the 6th day of May, 1960.

(6)

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

6010 SD 75 1973
Hillsborough Subdivision Plat 1
East Montgomery

327197

Hillsbrough Development Co.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,
Hillsborough Development Co., a general partnership

for and in consideration of the sum of One and No/100 Dollars (\$1.00),
to it in hand paid by Alabama Power Company, a corporation, the re-
ceipt whereof is acknowledged, do hereby grant to said Alabama Power
Company, its successors and assigns, the right to construct, install,
operate and maintain, and the right to permit other corporations and
persons to construct, install, operate and maintain, along a route to
be selected by the grantee, (generally shown crosshatched on the at-
tached drawing) its successors and assigns, all conduits, cables, trans-
closures and other appliances and facilities 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 following described land, situated in Montgomery
County, Alabama:

The Hillsborough Subdivision Plat #1, more particularly
described as follows: A parcel of land located in the
E $\frac{1}{2}$ of SW $\frac{1}{4}$ of Section 11, Township 16 north, Range 18
east, more particularly described as follows: Begin at
a point on the West line of the said E $\frac{1}{2}$ of said SW $\frac{1}{4}$ a
distance of 579.57 feet N 02° 28' W of the SW corner
of said eighty; thence N 02° 28' W along the said West
line of said eighty 1,460.83 feet; thence S 65° 59' E
83.85 feet; thence N 87° 27' E 150 feet; thence N 02°
33' W 445.40 feet; thence N 09° 39' W 40 feet; thence
N 02° 33' W 60 feet to a point on the South line of the
Atlanta Highway; thence N 87° 21' E along the said south
line of said Highway 110 feet; thence S 02° 33' E 60 feet;

RC. Long
[Signature]

thence S 04° 33' E 40 feet; thence S 02° 33' E 498.25 feet to a point on a curve of 19.986° having a central angle of 63° 59' left; thence S along said curve, the chord being a line running S 09° 28' E 61.03 feet; thence N 73° 26' E 140.10 feet; thence S 51° 40' E 67.87 feet; thence S 65° 22' E 126 feet; thence S 02° 23' E 582.09 feet; thence N 87° 57' E 377.32 feet; thence S 02° 30' E 356.31 feet; thence S 87° 30' W 420 feet; thence S 02° 30' E 130 feet; thence S 77° 16' W 355.28 feet; thence S 63° 06' W 262.40 feet to the point of beginning.

Also: A parcel of land located in the E½ of SW¼ of Section 11, Township 16 north, Range 18 east, more particularly described as follows: Commence at the SW corner of said eighty; thence N 02° 28' W along the West line of said eighty 579.57 feet; thence N 63° 06' E 262.40 feet; thence N 77° 16' E 355.28 feet; thence N 02° 30' W 130 feet; thence N 87° 30' E 420 feet; thence N 02° 30' W 356.31 feet for the point of beginning; thence S 87° 57' W 377.32 feet; thence N 02° 23' W 582.09 feet; thence S 65° 22' E 62.86 feet; thence S 65° 53' E 144.08 feet; thence S 48° 43' E 131.38 feet; thence S 32° 15' E 131.39 feet; thence S 15° 53' E 131.29 feet; thence S 03° 30' E 113.34 feet; thence S 02° 30' E 43.69 feet to the point of beginning.

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 all trees, underbrush, shrubbery, roots and other growth, and to keep clear any and all obstructions or obstacles of whatever character on, under or above said facilities.

TO HAVE AND TO HOLD the same to the said Alabama Power Company, its successors and assigns, forever.

IN WITNESS WHEREOF, the said HILLSBOROUGH DEVELOPMENT CO, a partnership has caused this instrument to be executed in its name by L. H. AUFENBACH JR as ~~an~~ A C PARTNER, and ~~executed~~ by John P. ... as A C PARTNER, and ~~the corporate seal to be hereon~~ attested, on this the 5 day of SEPT, 1973.

ATTEST:

John P. ...

HILLSBOROUGH DEVELOPMENT CO
By [Signature]
A PARTNER

STATE OF Alabama

COUNTY OF Montgomery

I, Paul H. Tyler, Jr.

a Notary Public, in and for said County in said State, hereby certify

that E. H. Gumbach and John A. Courman

whose names as Partners

of Hillsborough Equipment Co. General partnership

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 this instrument, he as such officer and with full authority executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 16 day of Sept, 1973.

Paul H. Tyler, Jr.
Notary Public

This agreement cancels and supersedes previous recorded agreement recorded October 21, 1974.

OPR 44-2882-B

STATE OF ALABAMA)
)
 Montgomery COUNTY)

ALPT 0247 PAGE 0005
ALPT 0248 PAGE 0146

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, THAT

WHEREAS, the undersigned owners of record of the following described real estate in Montgomery County, Alabama, to wit: Hillsborough Subdivision as shown on the plat recorded in Map Book 26 Page 51, in the Office of the Judge of Probate of Montgomery County, Alabama; and

WHEREAS, the said undersigned owners are desirous of establishing or placing the heretofore described subdivision under certain restrictive covenants to insure the use of the property for attractive residential purposes and thereby to secure to each site owner the same advantages insured to other site owners.

NOW, THEREFORE, the undersigned owners do hereby adopt the following conditions, restrictions, covenants and limitations which shall apply in their entirety to all lots in the Hillsborough Subdivision and shall be included as a part of the consideration in transferring and conveying title to any or all of said lots in said subdivision:

1. The owners of lots within said 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 or telephone 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). 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 said 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 requests in connection with its construction, operation, maintenance and removal of underground service lateral on 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.

3. Alabama Power Company, its successors and assigns, will retain title to the underground service lateral and outdoor metering trough or housepower box (exclusive of circuit breakers) 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.

IN WITNESS WHEREOF, this instrument has been executed this 27th day of June, 19 73.

[Signature]
OWNERS

STATE OF ALABAMA)
)
 Montgomery COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify

that Edwin H. Auerbach, Jr., whose name as President PARTNER of Hillsborough Development Corp. is signed to the foregoing restrictive covenants, and who is known to me, acknowledged before me on this date that, being informed of the contents of the agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of the corporation.

Given under my hand and official seal, this the 27th day of June, 19 73.

[Signature]
NOTARY PUBLIC

STATE OF ALABAMA)
)
 _____ COUNTY)

I, _____, a Notary Public in and for said County, in said State, hereby certify

that _____, whose name(s) _____ signed to the foregoing restrictive covenants, and

who _____ known to me, acknowledged before me on this day that, being informed of the contents of the

agreement, _____ executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the _____ day of _____, 19 _____.

STATE OF ALA.
MONTGOMERY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON

OCT 21 2 23 PM 1974

RECORDED PAGE 5863 821
[Signature]
JUDGE OF PROBATE

001.00 : -A
000.90 : ~A
001.90 : :IL

STATE OF ALA.
MONTGOMERY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON

NOV 1 1 34 PM 1974

RECORDED PAGE 5305 8-1
[Signature]
JUDGE OF PROBATE

001.00 : -A
000.90 : ~A
001.90 : :IL

10
96
190

ALABAMA POWER COMPANY
AGREEMENT FOR
UNDERGROUND RESIDENTIAL DISTRIBUTION

EST 0249 FEE 0076

STATE OF ALABAMA)
)
Montgomery COUNTY)

THIS AGREEMENT made and entered into this the 28 day of June, 19 73, by and between
Alabama Power Company, a corporation (hereinafter referred to as "Company"), and _____
Hillsborough DEVELOPMENT COMPANY, A PARTNERSHIP (hereinafter referred to as "Developer"),
the Developer of Hillsborough Subdivision;

WITNESSETH:

WHEREAS, Developer is the owner of the hereinafter described subdivision and is desirous of obtaining utility service by means of Company's underground distribution facilities for homes to be constructed on all lots to be developed within said subdivision; and

WHEREAS, the underground distribution system required to serve homes on all lots within said subdivision will include underground cables, surface transformers, service laterals and outdoor metering troughs or, housepower boxes; and

WHEREAS, Company is willing to provide electric service by means of an underground distribution system provided Developer complies with the terms and conditions hereinafter set forth; and

WHEREAS, Company has received and accepted a plat approved by appropriate governmental authority subdividing Developer's real estate into lots and designating a street address for each lot, which said plat is recorded in Map Book 26, Page 51, in the Office of the Judge of Probate of Montgomery County, Alabama; and

WHEREAS, Developer has filed for record restrictive covenants requiring all lot owners to install electric service in accordance with the Underground Residential Distribution Program; and

WHEREAS, Developer's total installation payment under this agreement is equal to \$3,168.90, which said amount represents the Company's estimated cost of the underground distribution system in excess of the estimated cost of an overhead distribution system, both of said cost calculations being exclusive of individual lot service; and

WHEREAS, Developer understands that Developer's installation payment will not be subject to refund to Developer but may be subject to refund to owners of lots in the subdivision who establish permanent electric service to homes therein prior to fifth anniversary of this agreement and pursuant to the terms and conditions herein contained.

NOW, THEREFORE, in consideration of the premises and the mutual obligations hereinafter recited, it is hereby agreed between the parties as follows:

1. (FILL IN APPLICABLE PROVISION):

Developer will pay Company the total amount of the installation payment (\$3,168.90) within ten (10) days from the date of Company's written notice to Developer that said payment is due.

Developer has paid Company the total amount of the installation payment (\$ _____).

2. Company will own, install and maintain a single phase, underground electric distribution system, including surface mounted transformers, surface mounted enclosures which may contain electrical equipment such as sectionalizing devices, capacitors, regulators, etc., and underground cables and the service lateral to the meter socket or service entrance for each residence in the Hillsborough Subdivision shown on the plat recorded in Map Book 26, Page 51, in the Office of the Judge of Probate of Montgomery County, Alabama, a copy of which, as recorded, has been furnished Company to be retained in its files as an Exhibit to this contract.

3. Developer, prior to the sale of any of said lots in said subdivision, will grant Company, in writing, such rights, easements and restrictive covenants as Company deems reasonably necessary to enable it to install, operate and maintain the underground distribution facilities, including the necessary service lateral on each lot, contemplated by this agreement. Developer agrees to indemnify and save the Company harmless from any and all defects in the reservation of rights for underground electric service to the individual lot purchaser, and in the event it becomes necessary, in the opinion of the Company, to institute litigation to prevent violations of or enforce compliance with any of the restrictive covenants heretofore filed by Developer as referred to above, Developer will take all necessary legal action to prevent said violations or enforce said compliance.

4. Developer will, coincident with the sale to a third party of any of said lots in said subdivision prior to the establishing of permanent electric service, secure an agreement from the said third party in a form to be provided by the Company to the Developer providing for the installation of individual underground electric service under the Company's Rules and Regulations on file with the Alabama Public Service Commission relating to underground electric service in subdivision. Such agreement will be forwarded to the Company immediately.

5. In the event Developer requests initial permanent electric service to any of the lots in said subdivision he shall be considered the lot owner for the purpose of this agreement.

6. Prior to commencement of any paving of streets, sidewalks or other areas in said subdivision, Developer will give Company reasonable advance written notice thereof in order that Company may install necessary underground facilities beneath all surface locations within said subdivision proposed to be paved by Developer. Developer, prior to Company's installation, will grade all such streets, sidewalks and other areas to be paved, as well as the locations of all transformer pads and strips in which the underground facilities are to be located, to within four inches of final grade elevation and will further remove all obstructions which in Company's opinion will interfere with Company's installation of the underground distribution system.

7. At any time prior to the fifth anniversary of this agreement, when initial permanent underground electric service is established to a permanent dwelling constructed on a lot in said subdivision, the owner of such lot will make a payment to Company of \$ 125.00 plus \$.69 per foot for each foot of underground electric service in excess of seventy feet and in addition shall pay to the Company the cost of any rock removal associated with the installation. When electric service is established subsequent to the fifth anniversary of this agreement, such payment will be the amount equal to the then current cost data established by the Company and on file with and approved by the Alabama Public Service Commission, plus the cost of any rock removal associated with the installation. Payment of such amount, less any refund due as calculated in Paragraph 8, below, will be made at the time permanent underground electric service is established to each permanent dwelling constructed on each lot in said subdivision.

8. At the time initial permanent underground electric service is established to a permanent dwelling constructed on any lot in such subdivision or sector thereof, the Company will calculate a refund (without obligation for any interest) to the lot owner as follows:

A. If permanent electric service is established prior to the fifth anniversary of this agreement:

(1) Multiply the estimated annual revenue by 1.4 (investment to revenue ratio)

and subtract \$ 296.00 (average cost of an equivalent overhead system). The resulting amount derived will not be considered as less than zero. The investment to revenue ratio and average cost of an equivalent overhead system will be established by Company and be on file with and approved by the Alabama Public Service Commission.

(2) Determine the amount of the lot owner's payment according to Paragraph 7 of this agreement and add to such amount the Developer's average per lot payment.

(3) The amount of the refund will be the amount calculated in A(1) or A(2) of this Paragraph 8, whichever is less.

B. If permanent electric service is established on or after the fifth anniversary of this agreement:

(1) Multiply the estimated annual revenue by the then current investment to revenue ratio and subtract the then current average cost of an equivalent overhead system. The resulting amount will not be considered as less than zero. The then current investment to revenue ratio and average cost of an equivalent overhead system will be established by the Company and will be on file with and approved by the Alabama Public Service Commission.

(2) Determine the amount of the lot owner's payment according to the provisions of Paragraph 7 of this agreement.

(3) The amount of the refund will be the amount calculated in B(1) or B(2) of this Paragraph 8, whichever is less.

9. Company, its successors and assigns, will retain title to the underground distribution system, including the underground service lateral and outdoor metering trough or housepower box (exclusive of circuit breakers) serving each said residence, and said underground distribution system provided by 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 Company, its successors and assigns, and will be subject to maintenance and removal by Company, its successors and assigns, in accordance with the applicable Rules and Regulations approved by the Alabama Public Service Commission. This covenant touches and concerns and benefits the land and shall run with the land and shall be binding on Company and Developer, their respective heirs, executors, administrators, successors and assigns.

10. Any written notice to the Company provided for herein shall be addressed to Alabama Power Company, 600 North 18th Street, Birmingham, Alabama 35202. Any written notice to Developer provided for herein shall be

addressed to Edwin H. Auerbach, Jr.

414 Bell Building

P. O. Box 1302

Montgomery, Alabama 36102

IN WITNESS WHEREOF, each of the parties hereto have executed this agreement on the day and year first above written.

ATTEST:

ALABAMA POWER COMPANY 0249 F 0078

[Signature]
SECRETARY

By [Signature]
VICE PRESIDENT

ATTEST:

[Signature]
PARTNER

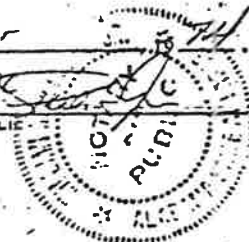
STATE OF ALABAMA

Jefferson COUNTY

I, William N. M. [Signature], a Notary Public in and for said County, in said State, hereby certify that S. H. Proke, whose name as Vice President of Alabama Power Company, a corporation, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this date that, being informed of the contents of the agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of the corporation.

Given under my hand and official seal, this the 1st day of November, 1973.

[Signature]
NOTARY PUBLIC



STATE OF ALABAMA

Montgomery COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Edwin H. Auerbach, whose name as Executive PARTNER of Hillsborough DEVELOPMENT CO. & PARTNERSHIP, a corporation, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this date that, being informed of the contents of the agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of the corporation.

Given under my hand and official seal, this the 28 day of June, 1973.

[Signature]
NOTARY PUBLIC

120
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STATE OF ALABAMA

STATE OF ALABAMA

_____ COUNTY

I, _____
certify that _____
and who _____ known to r
agreement, _____ executes

Given under my hand and of

STATE OF ALA.
MONTGOMERY, CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON

Nov 14 11 25 AM 1974

REC'D... PAGE
AS SHOWN ABOVE
[Signature]
CLERK OF PROBATE

001.00 : -A
000.25 : ~A
002.25 : ~A
003.50 : =A
007.00 : 8T