

TL-UG Crossing

GRANTEE'S ADDRESS  
ALABAMA POWER CO.  
P.O. BOX 2641  
BIRMINGHAM, AL 35291  
ATT: CORP. REAL ESTATE

Helena - Blount (Helena) 44 KV T.L.  
APCo to Util Bd of City of Helena  
UG Water Main  
Line File: 4-5-38  
Parcel #: 558048  
BD-517

STATE OF ALABAMA )

SHELBY COUNTY )

THIS AGREEMENT, made and entered into on this 8<sup>th</sup> day of July, 1991, by and between Alabama Power Company, a corporation, hereinafter sometimes called Power Company, and The Utilities Board of the City of Helena, hereinafter sometimes called Grantee;

WITNESSETH,

WHEREAS, Power Company has acquired and is the owner of an easement which embraces, among other rights, the right to construct, operate and maintain electric transmission lines and telegraph and telephone lines, towers, poles and appliances necessary or convenient in connection therewith upon a strip of land one hundred feet in width which is a part of a tract of land situated in Shelby County, Alabama, such easement being particularly described in those certain easements executed by J. A. Bunn and his wife, Lula Bunn dated July 2, 1915 and on file in the Corporate Real Estate Department of Alabama Power Company, Birmingham, Alabama under Parcel # 845 and reference is hereby expressly made to such record for a particular description of such land (such easement area being referred to herein as the "APCo Easement") and

WHEREAS, Grantee desires to acquire a license for the purpose hereinafter set out upon, under, through, along and across the APCo Easement and underneath the electric power transmission lines located thereon, and

WHEREAS, Power Company is willing to grant such license, to the extent of its interest upon, under, through, along and across such APCo Easement hereinabove described upon the terms and conditions hereinafter set out;

NOW, THEREFORE:

In consideration of the premises and the further consideration of the sum of One and No/100 Dollars (\$1.00), in hand paid to Power Company by Grantee, receipt of which is hereby acknowledged, Power Company does hereby grant, to the extent of its interest in the APCo Easement, to Grantee, its successors and assigns, subject to the terms, conditions, and reservations

This instrument prepared in  
the Corporate Real Estate Dept.  
of Alabama Power Co.  
Birmingham, Alabama

By Laurette Frisbee

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hereinafter set forth, the revocable right and license to construct, operate, maintain, replace and/or remove an underground water main (hereinafter sometimes referred to as Grantee's Facilities) upon, under, through, along and across the APCo Easement. The location of Grantee's Facilities with reference to the APCo Easement is shown on Drawing No. 1 by BCM Engineers, Inc, marked Exhibit "A", attached hereto and made a part hereof (the "Licensed Area").

Power Company reserves the right to construct, operate and maintain electric transmission and communication lines and appliances in connection therewith over and across said Licensed Area. Power Company shall not be liable to Grantee, its employees or anyone else for any damage accruing or resulting directly or indirectly from the construction, maintenance or operation of electric facilities of Power Company over or adjacent to the Licensed Area.

Grantee shall install and maintain its facilities and appurtenances in connection therewith at the location hereinabove described in accordance with the following:

(1) This revocable license is upon the expressed condition that in the event Grantee shall abandon the use of its facilities for such purpose for a continuous period of one (1) year, this license shall terminate and all rights granted herein shall cease and revert to Power Company.

(2) This revocable license is upon the express condition that should Grantee's Facilities interfere with the present or future installations of Power Company, then upon written notice from Power Company to Grantee, Grantee shall within sixty (60) days after receipt of such notice, remove or relocate its facilities (as directed by Power Company) from their then location on APCo's Easement so as to eliminate any interference with Power Company's present or future installations. If Grantee fails to remedy such interference within sixty (60) days from the date of said written request, Power Company may remove or otherwise remedy such interference at the expense of Grantee, which expense Grantee agrees to pay within ten (10) days after receipt of statement of such expense from Power Company. Power Company shall be the sole judge of what constitutes interference.

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(3) Power Company specifically reserves unto itself the right of ingress and egress to and from its installations at all times and should Grantee's Facilities so constructed hinder or interfere with Power Company's ingress and egress for the proper construction, operation and maintenance of its structures and installations, then Grantee, upon receipt of notice from Power Company, shall immediately make the necessary provisions to eliminate same.

(4) Grantee shall construct and maintain its facilities both now and in the future in order to prevent any erosion or washing away of the APCo Easement. If at any time Grantee's Facilities are the cause of, or are contributing to any erosion or washing of the APCo Easement, then Grantee will immediately take necessary steps to prevent same.

(5) Grantee's Facilities shall be constructed, operated and maintained in accordance with the adopted procedure of well-regulated business and undertakings of the same or similar kind, and in such manner as not to cause the installations of Power Company to be in conflict with the specifications of the National Electric Safety Code as last revised and revisions and amendments thereof in effect at the time of the installation. If at any time such specifications are not being met because of the construction, maintenance and/or presence of Grantee's Facilities, then Grantee shall within thirty (30) days after notice that such specifications are not being met, revise or alter its facilities in accordance with such specifications. In the event it may now be or may hereafter become necessary to reconstruct the power lines of Power Company or to make any changes therein, in order to comply with any of the aforementioned specifications, such reconstruction or change shall be made at the expense of Grantee if the situation of its facilities are the underlying cause for the necessary reconstruction or change to meet such specifications, and Grantee will promptly reimburse Power Company for any expense incurred in connection therewith.

(6) Grantee, in the construction and maintenance of its facilities shall not deposit or place any spoil closer than 25 feet of any Power Company poles, towers, structures and/or guy wires presently located on the APCo Easement and no spoil shall be placed at any location that will reduce the present conductor clearances underneath Power Company's installations.

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(7) Power Company nor its agents, servants or employees shall be liable for any loss, damage, or claim resulting from and/or caused by contact with and/or pressure or weight upon Grantee's Facilities. No sign or structure shall be erected and maintained on the APCo Easement above ground level by Grantee.

(8) Upon completion of Grantee's Facilities, Grantee shall, at its expense, remove or cause to be removed all equipment used and all debris and refuse resulting from the construction of its facilities and shall leave the APCo Easement in a condition satisfactory to Power Company. All openings in the ground shall be properly backfilled and rolled so as to leave the surface in as near the same condition as before the openings were made.

(9) Grantee shall use extreme caution in operating machinery and equipment across the APCo Easement in order to assure adequate clearance between the machinery and the high voltage conductors. Further, Grantee shall notify its contractors of the existence of the high voltage conductors and the need to maintain such clearances.

(10) As an important condition of the Power Company's agreeing to this License, Grantee specifically agrees to provide the following protection to the Power Company in all events and under all circumstances as set out;

Grantee will at all times hereafter indemnify, protect and save harmless Power Company from any and all claims, loss, damage, expense and liability which Power Company may incur, suffer, sustain or be subjected to, including but not limited to injury or death to persons, damage to property, and damage to counterpoise, resulting from or arising out of the use by Grantee of the rights herein licensed; provided, further, that Grantee shall indemnify and save harmless Power Company against such claims, loss, damage, expense and liability, regardless of fault, to the extent the same may be caused by Power Company's acts of negligence, active or passive, (or conditions created by Power Company which are characterized by others as negligent), or those of its employees or agents which are concurrent with acts of Grantee or its agents, servants, employees, its contractors or employees of its contractors, or the acts of any third parties, so long as such claims or loss involve in any way the construction, maintenance, removal, use or presence of the Grantee's facilities.

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(11) Grantee shall promptly notify Power Company of any unusual or hazardous condition relating to the construction, maintenance or existence of its facilities.

(12) In the event Grantee fails to comply with all provisions of this license and shall continue such non-compliance after thirty (30) days written notice by Power Company, then Power Company shall have the right to terminate such license upon thirty (30) days written notice.

(13) It is agreed that any provision hereof relating to indemnity or the payment of expenses by Grantee shall survive any termination of this license.

(14) This agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.

(15) Where notice is provided for herein, such notice shall be conclusively deemed given when posted in the United States mail, addressed to The Utilities Board of the City of Helena.

(16) This license shall be binding upon the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

ATTEST:

ALABAMA POWER COMPANY

Louette A. Fisher

By Jerry Johnson  
Jerry Johnson, Supervisor  
Fee Land & Transmission Line  
Right of Way Acquisition

ATTEST:

The Utilities Board of the City  
of Helena

Charles E. Penhale

By Charles Penhale  
Charles Penhale  
Its Chairman

WITNESS:

By Frances Parrish

By Frances Parrish

STATE OF ALABAMA     )  
JEFFERSON COUNTY     )

I, Louette D. Fisher, a Notary Public, in and for said County, in said State, hereby certify that Jerry Johnson, whose named as Supervisor, Fee Lands and Transmission Line Right of Way Acquisition, Alabama Power Company, a corporation, 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, 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 8<sup>th</sup> day of July, 1991.

Louette D. Fisher  
Notary Public

STATE OF ALABAMA     )  
COUNTY OF SHELBY     )

I, James Parick, a Notary Public, in and for said County, in said State, hereby certify that Charles A. Penhale, whose name as Chairman of Nelma Utilities Bd., 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 instruments, 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 27 day of \_\_\_\_\_

July, 1991.

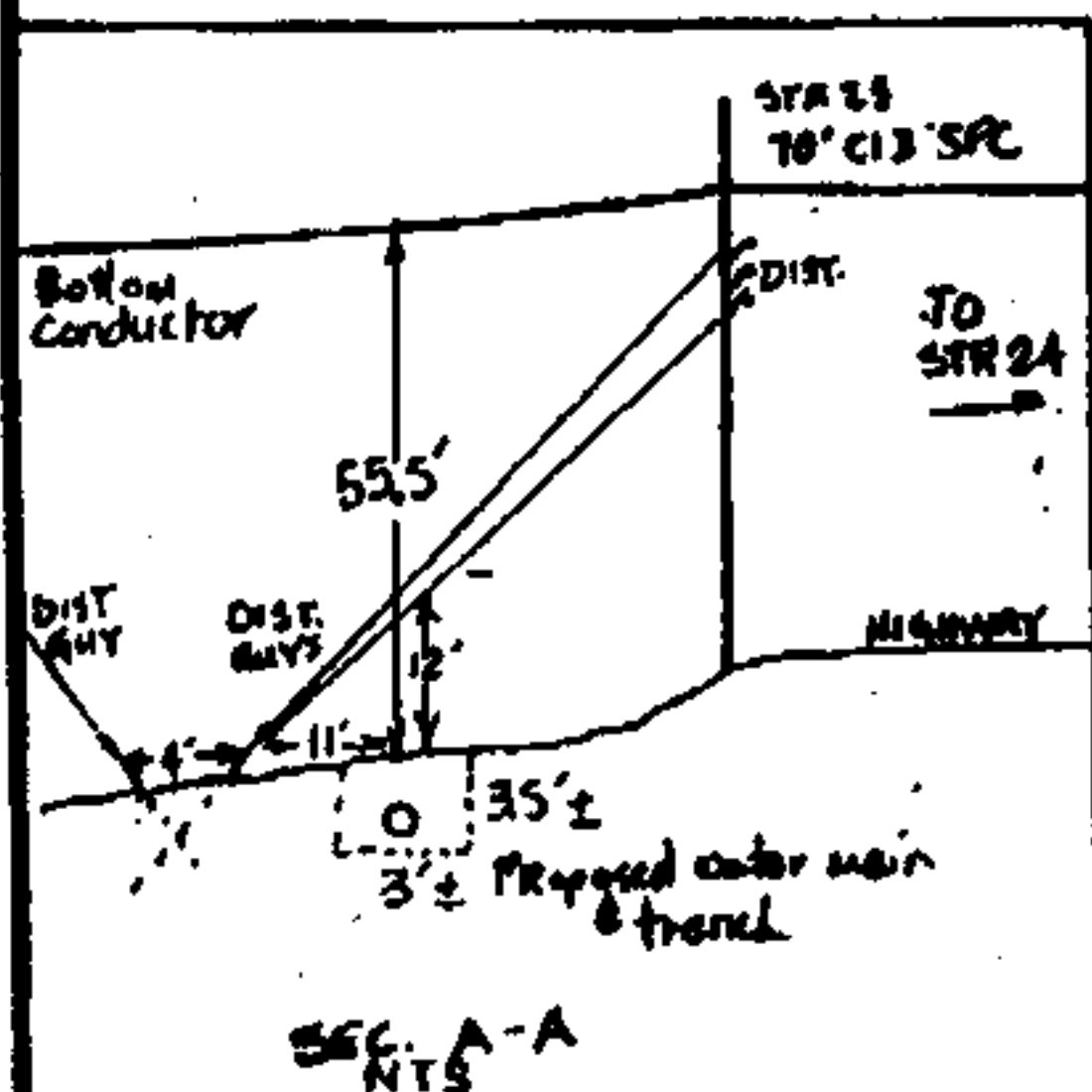
James Parick  
Notary Public

NOTARY PUBLIC

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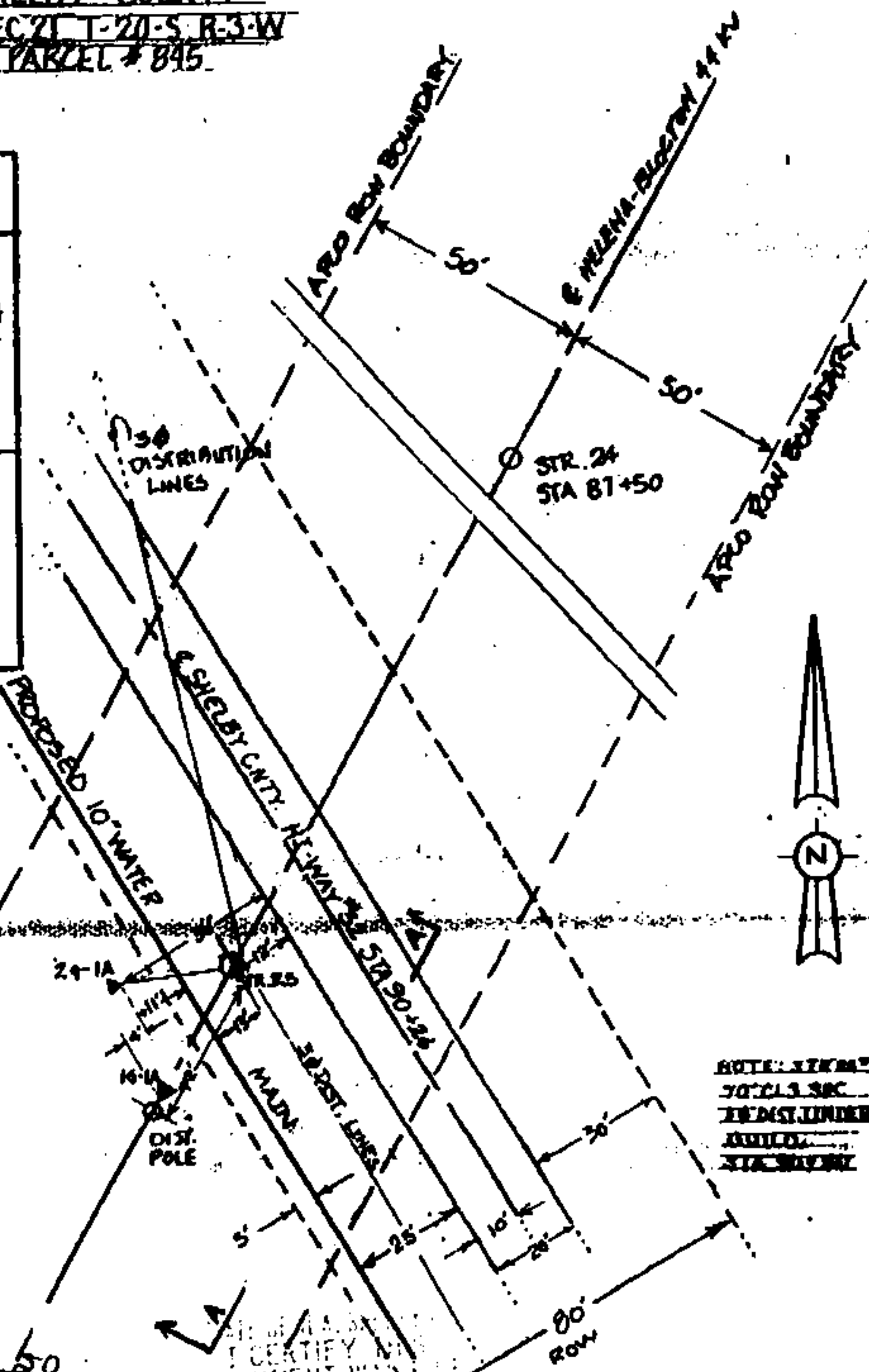
**SHELBY COUNTY**  
**SEC 21 T-20-S R-3-W**  
**PARCEL # 845**



Problems with Distribution  
 Guys Contact EARL BIDEZ  
 AT 226-1756

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JUDGE OF PROBATE

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**ALABAMA POWER COMPANY**

SUBJECT **HELENA-BLOCTON(STRIVEN) 44 KV**