

STATE OF ALABAMA ) EASEMENT FOR WATER AND SEWER LINES  
 ) OVER PORTION OF ALABAMA POWER COMPANY'S  
 SHELBY COUNTY )

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, in hand paid to the undersigned Grantor, ALABAMA POWER COMPANY, a corporation, (Grantor), the receipt and sufficiency of which is hereby acknowledged, ALABAMA POWER COMPANY does hereby grant, bargain, sell and convey unto THE CITY OF CALERA, ALABAMA AND THE CALERA WATER BOARD in Alabama, hereinafter called collectively, (Grantee), subject to the terms and conditions hereinafter set forth an easement across the land of the Grantor solely for the purpose of construction and maintenance of water and sewer lines, such easement being twenty feet in width described as follows:

A 20-foot wide easement for water and sewer lines located in the SW 1/4 of the SW 1/4 of Section 29, Township 21 South, Range 2 West, Shelby County, Alabama as shown on Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, forever, subject to the following terms and conditions:

1. Grantee, its successors, assigns, and designated servants, agents, employees or contractors, shall have the right to enter upon said easement to lay and construct the water and sewer lines, and to make necessary repairs thereto from time to time and shall have ingress and egress at any and all times to the property without hindrance or delay of any kind.
2. This grant of easement shall run with the land and shall be binding on and shall inure to the benefits of the parties hereto, their heirs, successors, or assigns.

3. The easement herein granted is made subject to all easements and rights of way for roads or other public utilities which are now located on the easement herein granted and there is excepted from this easement the utility facilities, lines and appurtenances attached thereto.

Grantee's facilities shall be constructed and maintained in accordance with the adopted procedure of well regulated business and undertakings of same or similar kind and in such manner as not to cause the present facilities of Grantor, if any, to be in conflict with the specifications prescribed by the National Electrical Safety Code, laws of the United States or of the State of Alabama or any regulatory body having jurisdiction with respect to such facilities.

5. Grantor reserves unto itself, its successors and assigns, the right to construct, operate and maintain on, and across, the easement herein granted lines and poles and towers and appliances necessary

Inst # 1997-13079

Inst # 1997-13079

04/29/1997-13079  
08:44 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
JOS MCP  
19:50

therewith for the transmission of electric power as may become necessary or desirable in the future and the right to permit other corporations and persons to attach wires to said poles and towers.

6. In the event Grantee's facilities interfere with the existing structures or facilities of Grantor, its successors or assigns, if any, which are located on or under the easement, including, but ~~not~~ limited to, towers, poles, guy wires, conductors, crossarms, counterpoise conductors or anchors, Grantor shall notify Grantee which shall have the option to relocate its facilities to a new mutually agreeable location. In the event the parties cannot agree to a new location, Grantee shall permanently remove its facilities.
7. Grantor specifically reserves unto itself the right of ingress and egress to and from its facilities and property at all times and should Grantee's facilities so constructed, hinder or interfere with Grantor's ingress and egress for the proper operation and maintenance of its facilities, then Grantee shall make the necessary provisions to eliminate said hindrance or interference.
8. Grantee shall fully reimburse Grantor for the cost of relocating any of its present facilities reasonably necessitated by the easement described above.
9. In the event that during construction, operation, maintenance and/or removal of the facilities to be constructed by Grantee there occurs any damages to the Grantor's facilities, Grantor shall be reimbursed for the cost of repairing or relocating such facilities, including anchor and guy work, necessary for the installation of the pipelines.
10. Grantee shall use extreme caution in operating machinery and equipment across said easement in order to assure adequate clearance between the machinery and any electric facilities.
11. Grantee shall mark and keep marked, with permanent monuments extending exactly two feet (2') above the earth, the point of entry, middle of easement and exit of said pipeline on the land of Grantor; however, neither Grantor nor its agents, servants or employees shall be liable for any loss, damage or claim resulting from and/or caused by contact with/or pressure on any pipeline.
12. Grantee shall provide adequate cover over said water and sewer lines to allow Company's heavy equipment to pass over it. This clause shall have precedence over clause 12.
13. Upon completion of the construction, Grantee shall remove all equipment used and all debris and refuse resulting from the construction of Grantee's facilities and shall leave the premises in a condition satisfactory to Grantor.
14. Grantee will at all times hereinafter indemnify, protect and save Grantor harmless from any and all claims, loss, damage, expense and liability which Company may incur, suffer, sustain or be subject to resulting from or arising out of use, construction, maintenance, or presence of the Grantee's facilities upon the easement herein granted by the Grantor.
15. In the event Grantee abandons its facility, all rights granted herein shall forthwith revert to Grantor.

IN WITNESS WHEREOF, ALABAMA POWER COMPANY has caused this instrument to be executed in its name by Stell F. Benefield, its Manager, Sales and Leasing, duly authorized thereto and THE CITY OF CALERA, ALABAMA AND THE CALERA WATER BOARD, has caused this instrument to be executed in its name by George W. Roy, and J. C. Rowe, duly authorized thereto, on the 16th day of September, 1996.

WITNESS:

Cassandra Mikul

ALABAMA POWER COMPANY

Stell F. Benefield  
Its Manager, Sales and Leasing

WITNESS:

Lemayne Glasgow

THE CITY OF CALERA, ALABAMA

George W. Roy  
Its Mayor

WITNESS:

Lemayne Glasgow

CALERA WATER BOARD

J. C. Rowe  
Its Chairman

STATE OF ALABAMA )

COUNTY OF SHELBY )

I, Cassandra Mikul, a Notary Public in and for said County in said State, hereby certify that Stell F. Benefield, whose name as Manager, Sales and Leasing of 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 this 16th day of September, 1996.

(NOTARIAL SEAL)

*Christina Chahal*  
Notary Public

My commission expires: 4/9/2000

STATE OF ALABAMA       )  
                                      )  
COUNTY OF SHELBY       )

I, Mary Lemayne Glasgow a Notary Public in and for said County in said State, hereby certify that George W. Ray, whose name as Mayor of The City of Calera, Alabama, 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 Board.

Given under my hand this 9 day of September, 1996.

*Mary Lemayne Glasgow*  
Notary Public

(NOTARIAL SEAL)

My commission expires: 6-7-97

STATE OF ALABAMA       )  
                                      )  
COUNTY OF SHELBY       )

I, Mary Lemayne Glasgow a Notary Public in and for said County in said State, hereby certify that J.C. Rowe, whose name as Chairman of Calera Water Board, 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 Board.

Given under my hand this 9 day of September, 1996.

*Mary Lemayne Glasgow*  
Notary Public

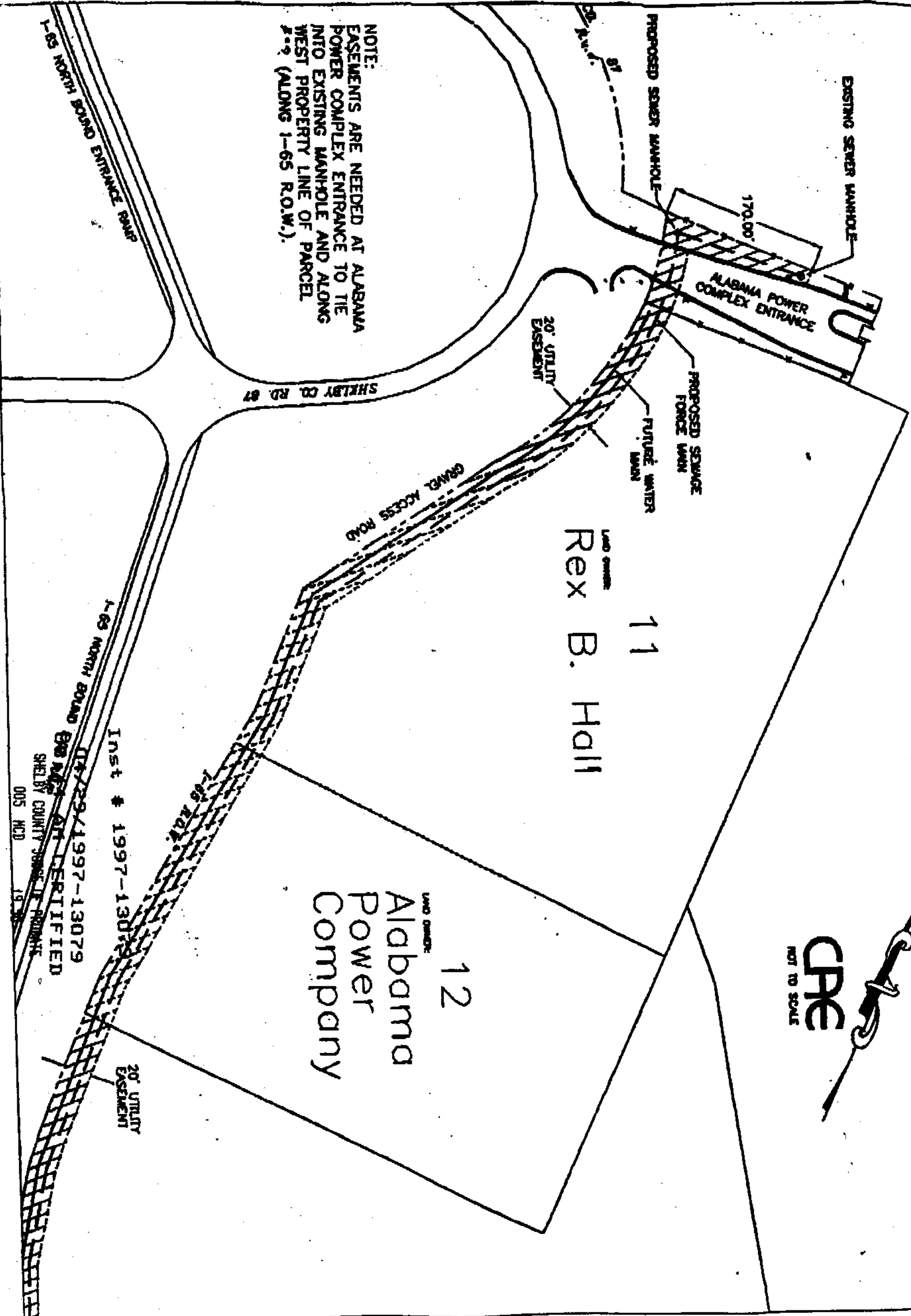
(NOTARIAL SEAL)

My commission expires: 6-7-97

SW1/4-SW1/4-S-29, T-21S, R-2W Shelby Co., MS

Exhibit 11

CPE  
NOT TO SCALE



NOTE:  
EASEMENTS ARE NEEDED AT ALABAMA  
POWER COMPLEX ENTRANCE TO TIE  
INTO EXISTING MANHOLE AND ALONG  
WEST PROPERTY LINE OF PARCEL  
1-65 (ALONG 1-65 R.O.W.).

LAND OWNER  
Rex B. Hall

LAND OWNER  
Alabama  
Power  
Company

Inst # 1997-13079  
04/29/1997-13079  
SHREVEY COUNTY SHERIFF'S OFFICE  
005 MCD 1978