

Lock 12 (Lay Dam) - B'ham T.L. (Bessemer - Calera)

BD 16872

NE 1/4, S5, T22, R2W Shelby Cty.

Charge #00100-794-566-00100

TAW #1180

T.C. # 6-4-4

TAW #1180

THIS INSTRUMENT PREPARED BY
LARRY GRAVITT, CORPORATE REAL
ESTATE, ALABAMA POWER COMPANY
BIRMINGHAM, ALABAMA

STATE OF ALABAMA)
SHELBY COUNTY)

THIS AGREEMENT, made and entered into on this the 30th day of September, 1998, by and between ALABAMA POWER COMPANY, a corporation, (hereinafter called "Power Company"), and the CITY OF CALERA, ALABAMA, a corporation, (hereinafter called "Licensee").

WITNESSETH:

WHEREAS, the said 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 communication lines, towers, poles and appliances necessary or convenient in connection therewith upon a strip of land 100 feet in width, which is a part of a tract of land situated in Shelby County, Alabama, such easement being more particularly described in that certain condemnation proceeding style of case Alabama Power Company vs. A. J. Krebs, et al., recorded in the Office of the Judge of Probate, Shelby County, Alabama, (APC Parcel 612), and reference is hereby expressly made to such record for a particular description of such land (such easement areas being referred to herein as the "APC Easement"); and

WHEREAS, Licensee desires to acquire a license for the purpose hereinafter set out upon, under, through, along and across the APC 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, along, through and across such transmission line 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 Dollar (\$1.00), in hand paid to Power Company by Licensee, receipt of which is hereby acknowledged, Power Company to the extent of its interest in the APC Easement, does hereby grant to Licensee, its successors and assigns, subject to the terms, conditions and reservations hereinafter set forth, the revocable right and license to construct, operate and maintain, and/or remove a water line (hereinafter sometimes referred to as Licensee's Facilities) upon, under, along, through and across its right of way and underneath the APC Easement. The location of Licensee's Facilities with reference to the APC Easement are shown on Drawing AX-190-1207, 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 the Licensed Area. Power Company shall not be liable to Licensee, 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.

Licensee 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 Licensee 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 Licensee's facilities interfere with the present or future installations of Power Company, then upon written notice from Power Company to Licensee, Licensee shall within sixty (60) days after receipt of such notice, modify, remove or relocate its facilities (as directed by Power Company) from their then location on APC's Easement so as to eliminate any interference with Power Company's present or future installations. If Licensee fails to remedy such interference within sixty (60) days from the date of said written request, Power Company may modify, remove or otherwise remedy such interference at the expense of Licensee, which expense

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Licensee 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.

(3) Licensee's facilities shall be constructed, operated and maintained in accordance with the adopted procedures of well-regulated businesses and undertakings of same or similar kind, and in such manner as not to cause the facilities of Power Company to be in conflict with the specifications of the National Electrical Safety Code, or any other specifications prescribed by laws of the United States or the State of Alabama, or any regulatory body having jurisdiction with respect to such facilities. The said National Electric Safety Code herein referred to is more specifically described as "Safety Rules for the Installation and Maintenance of Overhead Electric Supply and Communication Lines;" and the National Electric Safety Code is published currently by the Institute of Electrical and Electronic Engineers.

If at any time such specifications are not being met because of the construction, maintenance and/or presence of said Licensee's facilities, then Licensee shall within thirty (30) days after notice that such specifications are not being met, revise or alter said facilities in accordance with such specifications. In the event it may now or may hereafter become necessary to reconstruct the power lines or communication lines of Power Company or to make changes therein, in order to comply with any of the aforementioned specifications, such reconstruction or change shall be made at the expense of Licensee, if the situation of its facilities are the underlying cause for the necessary reconstruction or change to meet such specifications, and Licensee will promptly reimburse Power Company for any expense incurred in connection therewith.

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

(5) Licensee shall construct and maintain its facilities, both now and in the future, in a manner that will prevent any erosion or washing away of the APC Easement. If at any time Licensee's facilities are the cause of or are contributing to any erosion or washing of the APC Easement, then Licensee will immediately take the necessary steps to prevent same.

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

(7) Power Company nor its agents, servants or employees shall be liable for any loss, damage, or claims resulting from and/or caused by contact with and/or pressure or weight upon Licensee's facility. No sign or structures shall be erected and maintained on said right of way above ground level by Licensee, except as provided for herein.

(8) Upon completion of Licensee's facilities, Licensee 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 APC 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) Licensee shall use extreme caution in operating machinery and equipment across the APC Easement in order to assure adequate clearance between the machinery and the high voltage conductors. Further, Licensee 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, Licensee specifically agrees to provide the following protection to the Power Company in all events and under all circumstances as set out.

Licensee 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 Licensee of the rights herein licensed.

provided, further, that Licensee 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 Licensee 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 Licensee's facilities.

(11) Licensee 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 Licensee 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 provisions hereof relating to indemnity or the payment of expenses by Licensee 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 City of Calera, Alabama, Highway 25, Calera, AL 35040.


(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.

ALABAMA POWER COMPANY

By: 
Sara R. Parks, Supervisor
Corporate Real Estate
Birmingham Division

CITY OF CALERA, ALABAMA

By: 
Its: Mayor

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STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Larry D. Smith, a Notary Public in and for said County in said State,

hereby certify that Sara R. Parks, whose name as Supervisor, Corporate Real Estate, Birmingham Division, 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, 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 30th day of September, 1998.

My Commission Expires:

2-6-2002

Larry D. Smith
Notary Public - State at Large

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, Larry D. Smith, a Notary Public in and for said County in said State,

hereby certify that George W. Roy whose name as Mayer of the City of Calera, Alabama 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, and with full authority, executed the same voluntarily for and as the act of said corporation.

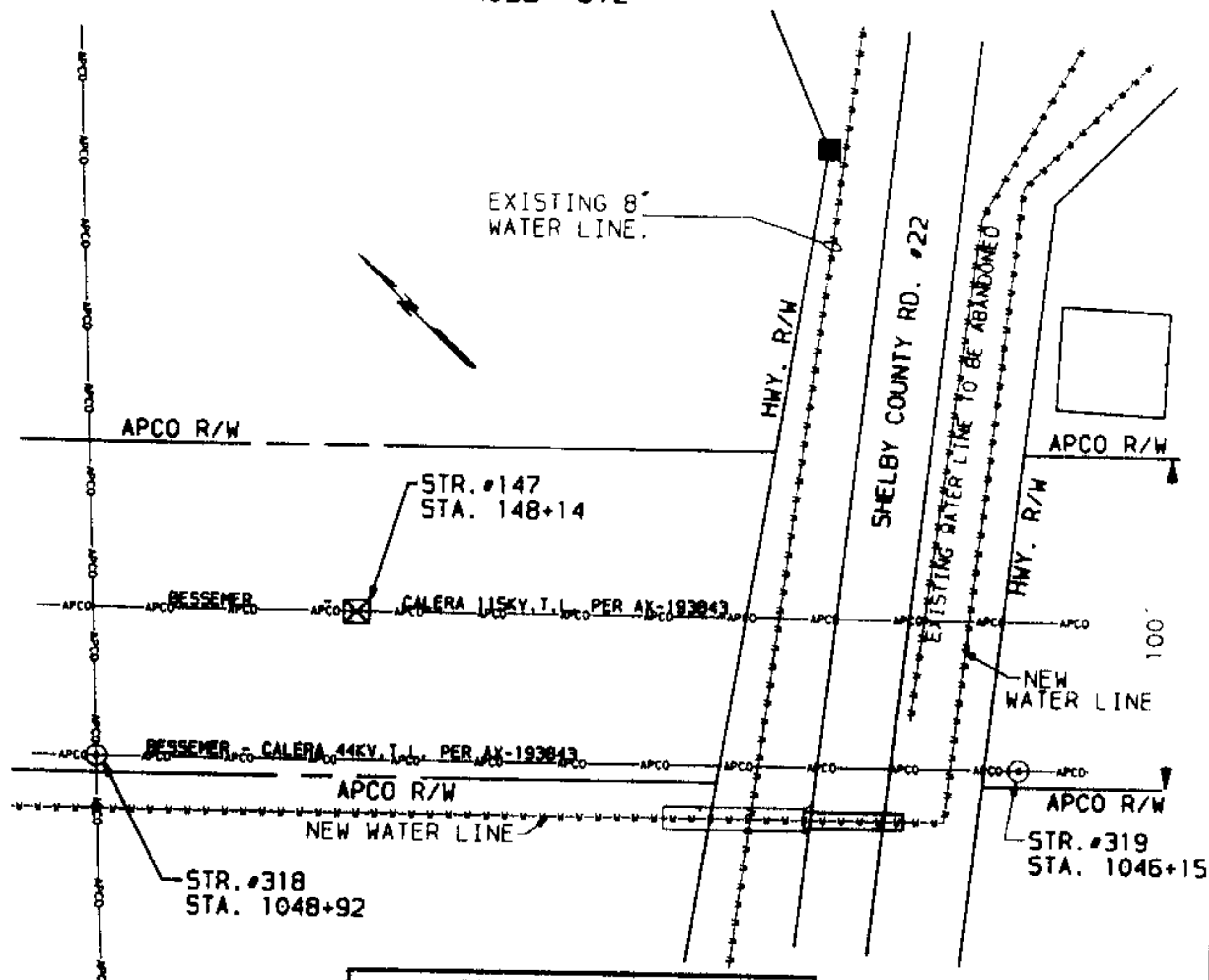
Given under my hand and official seal, this the 30th day of September, 1998.

My Commission Expires:

2-6-2002

Larry D. Smith
Notary Public - State at Large

SHELBY COUNTY
T-22S R-2W
SECTION 5
PARCEL #612



CITY OF CALERA
ATTN: WATER & SANITATION DEPT.

ALABAMA POWER CO. RESTRICTIONS

- 1) NO PERMANENT BUILDINGS OR STRUCTURES SHALL BE ALLOWED ON R.O.W.
- 2) NO METAL TYPE STORAGE BUILDING SHALL BE ALLOW ON R.O.W.
- 3) NO ABOVE OR BELOW GROUND SWIMMING POOLS SHALL BE ALLOW ON R.O.W.
- 4) NO SEPTIC TANKS SHALL BE PLACED ON R.O.W.
- 5) NO DRIVEWAY OR ROAD SHALL BE CONSTRUCTED PARALLEL TO TRANSMISSION LINE ON ALABAMA POWER R.O.W.
- 6) NO DIGGING ON ALABAMA POWER R.O.W. WITHOUT PERMISSION FROM ALABAMA POWER COMPANY.

COMPUTER PREPARED DRAWING. MAKE
NO MANUAL CHANGES. RETURN TO
POWER DELIVERY TRANSMISSION

CAD
CV
NEOSHA
REV. 14.1

DR. RR	NO.	DATE	REVISION	ALABAMA POWER COMPANY	
DA B-98				SUBJECT BESSEMER - CALERA 44/115KV.T.L.	
CK GRISSOM				DETAIL LAYOUT OF HWY. #22 WATER LINE ENCROACHMENT	
APP GRISSOM				A-190-1207	
DATE 99-99	SUPERSEDES			SCALE NTS	SH. 1 OF 1 SHEETS

A-190-1207 P/L 37260AK TYPE 2B (01/17/00)

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