

STATE OF ALABAMA )  
SHELBY COUNTY ) **EASEMENT FOR RAW WATER INTAKE LINE  
OVER PORTION OF ALABAMA POWER CO.  
LANDS**

**KNOW ALL MEN BY THESE PRESENTS**, that for and in consideration of the sum of Two Thousand Six Hundred Nineteen and 25/100 Dollars (\$2619.25) in hand paid to the undersigned, **ALABAMA POWER COMPANY**, a corporation, (Grantor), the receipt and sufficiency of which is hereby acknowledged, **ALABAMA POWER COMPANY** does hereby grant unto Grantee, **SHELBY COUNTY COMMISSION**, subject to the terms and conditions hereinafter set forth an easement across the land of the Grantor solely for the purpose of the installation and maintenance of a raw water intake line in Shelby County, Alabama. Such easement hereby granted is located in the N $\frac{1}{2}$  of the NW $\frac{1}{4}$  of Section 24, Township 21 South, Range 1 East, Shelby County, Alabama, as shown on Exhibit A & B attached and generally known (together with other lands and waters) as Grantor's Lay Development on the Coosa River.

The easement granted herein is subject to the following terms and conditions:

1. Grantee shall make no other use of the land rights herein granted without first obtaining the specific written consent of the Grantor.
2. This easement is made subject to all easements and rights-of-way for roads or other public utilities, which are now located on the license herein permitted, and there is excepted, from this easement the facilities, lines and appurtenances attached thereto.
3. Grantee shall promptly notify the Grantor of any unusual or hazardous conditions relating to the construction, maintenance or existence of the raw water intake line.
4. The said raw water intake line shall be constructed, operated and maintained in accordance with the adopted procedure of well-regulated businesses and undertakings of the same or similar kind, and in such manner as not to be in conflict with, or cause the facility of the Grantor or its successors, lessees and assigns to be in conflict with, the specifications of the National Electric Safety Code, the amendments to and revisions thereof in effect from time to time, now or hereafter prescribed by any laws, regulations or ordinances of any federal, state, or local government, or of any regulatory agency, to which said raw water intake line area may be subject. At any time such specifications are not being met because of the construction, maintenance and/or presence of said raw water intake line, then Grantee shall within thirty (30) days after notice that such specifications are not being met, revise or alter said raw water intake line in accordance with such specifications.
5. Grantee agrees to maintain Grantor as a named insured on their liability policy.
6. In the event said raw water intake line interferes with the existing structures or facilities of Grantor, which are located on the Lay Development including, but not limited to, substation facilities, private road, towers, poles, guy wires, conductors, cross arms, counterpoise conductors or anchors, or in the event said raw water intake line of Grantee interferes with the construction, operation or maintenance of additional Grantor roads, structures or facilities to be placed on said Lay Reservoir, Grantee shall revise or alter its raw water intake line route, in such a manner so that it will not interfere with the construction, operation or maintenance of such existing or additional Grantor roads, structures or facilities.

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7. Grantor specifically reserves unto itself the right of ingress and egress to and from its facilities at all times, and should Grantee's raw water intake line as constructed hinder or interfere with Grantor's ingress and egress for the proper operation and maintenance of Grantor's facilities, then Grantee shall make the necessary provisions to eliminate such hindrance.
8. Grantee shall construct and maintain its said raw water intake line both now and in the future, in order to prevent any erosion or washing away of the lands of Grantor. If, at any time, Grantee's raw water intake line is the underlying cause of any erosion or washing, then Grantee will immediately take necessary steps to prevent it.
9. Grantee shall do no blasting without express Grantor approval.
10. Grantee, in the construction and maintenance of its raw water intake line shall not deposit or place any spoil closer than 25 feet of any Grantor roads, substation facilities, poles, towers, structures, and/or guy wires located on said lands, and no spoil shall be placed at any location that will reduce the present conductor clearances underneath Grantor facilities, if any.
11. No sign or structures shall be erected and/or maintained on said property herein described above ground level by Grantee except as provided for herein, or later required by Grantor.
12. Upon completion of the construction, Grantee shall remove or cause to be removed, all equipment used, and all debris and refuse resulting from the construction of raw water intake line, and shall leave the premises in a condition satisfactory to Grantor.
13. Grantee agrees to reimburse Grantor for damage to any of Grantor's facilities resulting from the construction, operation, maintenance repair and/or removal of such raw water intake line.
14. Grantee shall not use any equipment greater than 35 feet in height while working on Grantor's land, and Grantee shall use extreme caution in operating machinery and equipment in order to assure clearance between the machinery and the high voltage conductors, if any.
15. Grantee agrees, within one hundred eighty (180) days from the date of written notice given by Grantor, to modify, or completely remove its raw water intake line (1) in advance of Grantor's sale of the premises, or (2) in order to accommodate Grantor's proposed use (in Grantor's sole discretion) of its land on which such raw water intake line is located. Such notice shall be deemed to be given by Grantor to Grantee if the same is in writing and addressed to the Shelby County Commission, P.O. Box 467, Columbiana, Alabama 35051 and posted in the United States mail with postage prepaid. In the event Grantee should fail, within one hundred eighty (180) days after such notice is so mailed, to remove its raw water intake line, Grantor is hereby given the express privilege, power and authority as agent for Grantee to remove the same, or any part thereof without any liability to Grantee which may accrue on account of any loss thereby sustained. Grantee agrees and covenants that in such event, Grantee will reimburse Grantor for the reasonable removal expenses incurred thereby promptly upon bill being rendered for the same. In the event such sum is not paid within thirty (30) days thereafter, it shall bear interest until paid at the then prime rate.
16. The Grantor reserves unto itself, its successors and assigns, the right to construct, operate and maintain on the easement herein granted by it to the Grantee, lines and poles and towers and appliances necessary therewith for the transmission of electric power as may become necessary or desirable in the future, without compensation to the Grantee, and the right to permit other corporation and persons to attach wires to said poles and towers.



17. It is understood and agreed between the parties hereto that the Grantor obtained Federal Power Commission (now Federal Energy Regulatory Commission, and hereinafter referred to as FERC) Lay Development Coosa River Project License No. 2146 on August 1, 1957. Such license, as subsequently amended, is for a period of 50 years from date of issuance. It has authorized the Grantor to construct and maintain Lay Development on the Coosa River and to rise, if desired the normal water level on such land to an elevation of 401.00 feet above mean sea level (United States Coast and Geodetic Survey as adjusted in January 1955). It is understood and agreed between the parties hereto that the Grantor, its successors and assigns, reserves the right, without obligation to the Grantee or any other person whomsoever for damages resulting there from, to raise and lower the water level of said river or its tributaries on and over the lands described in the exhibit attached hereto to said elevation of 401.00 feet above mean sea level.
18. Grantee agrees for itself, its successors and assigns, by the acceptance of this easement, that Grantor shall be relieved, held harmless by Grantee, its successors and assigns, from and against any damages caused to Grantee's raw water intake line, or any of Grantee's real or personal property, located on the license hereinabove granted, resulting from flooding caused by Grantor to any elevation so long as such damages arise out of the maintenance and operation of the Grantor's hydroelectric projects.
19. The rights herein granted are subject to the provisions, terms and conditions for the duration of that certain license issued to the Grantor by the FERC on August 1, 1957, as modified and amended, and as it may be further amended, for Project No. 2146, as described in the records of that Commission. The rights herein granted are also subject to the provisions, terms, conditions and time duration of any new or modified license as may be issued by the FERC, or its successor agency, to Grantor upon the expiration of Grantor's existing license.
20. Grantee shall take all reasonable precautions to ensure that the construction, operation, and maintenance of structures or facilities on the conveyed lands will occur in a manner that will protect the scenic, recreational, and environmental values of the project. It is understood and agreed that the easement granted by the Grantor to the Grantee is granted for the construction, operation, and maintenance of the raw water intake line purpose only, and should said easement be abandoned or cease to be used for such purposes, this easement is to be held null and void and all rights, title and interest granted thereby shall revert to and become the property of the Grantor forthwith, its successors and assigns.
21. Grantee shall take all reasonable and necessary precautions during the construction and maintenance of raw water intake line authorized to be built, to protect Lay Dam and Reservoir from siltation and every form of pollution. Grantee shall take all reasonable and necessary precautions during construction and subsequent operation and maintenance to protect and enhance the environmental values of any affected Federal Energy Regulatory Commission project lands and waters. In the event Grantee does not fulfill the obligations specified in this paragraph, in the opinion of Grantor, Grantee agrees to take reasonable and necessary corrective actions as Grantor may direct.
22. Grantee shall not unduly restrict public access to project waters and shall take such measures, and shall install or cause to be installed such safety procedures and devices, as may be helpful, useful or necessary to ensure absolutely the safety of the public using project lands and waters at the existing facilities and at the proposed raw water intake line.
23. The Grantee shall not use the easement herein granted in any manner that may endanger health, create a nuisance or otherwise be incompatible with the overall recreational use of Lay Dam and Reservoir, or as specified at any time in connection with FERC Project No. 2146.



**THIS AGREEMENT** shall inure to and be binding upon the respective successors, lessees and assigns of the parties hereto.

**TO HAVE AND TO HOLD** unto the Grantee, its successors and assigns, forever subject to the reservation and conditions herein stated.

**IN WITNESS WHEREOF**, Alabama Power Company has caused this instrument to be executed in its name by Robert E. Southerland, Team Leader, Sales and Leasing, being duly authorized thereto, and Shelby County has caused this instrument to be executed, in its name by \_\_\_\_\_ being duly authorized thereto, on this the 18th day of October, 2005.

ALABAMA POWER COMPANY  
By: [Signature]  
Its: Team Leader, Sales and Leasing

SHELBY COUNTY  
By: [Signature]  
Its: Co. Mgr.

STATE OF ALABAMA )

COUNTY OF JEFFERSON)

I, Karen B. Jones, a Notary Public, in and for said County, in said State, hereby certify that Robert E. Southerland, whose name as Team Leader, Sales and Leasing, of Alabama Power Company, a corporation, is signed to the forgoing 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 18th day of October, 2005.

Karen B. Jones  
Notary Public  
My Commission expires: 8/27/09

STATE OF ALABAMA )

COUNTY OF SHELBY )

I, Debbie Crader, a Notary Public, in and for said County, in said State, hereby certify that Alex Dudchuck, whose name as County Manager of Shelby County, is signed to the forgoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of this instrument, \_\_\_\_\_, with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this, the 18th day of October, 2005.

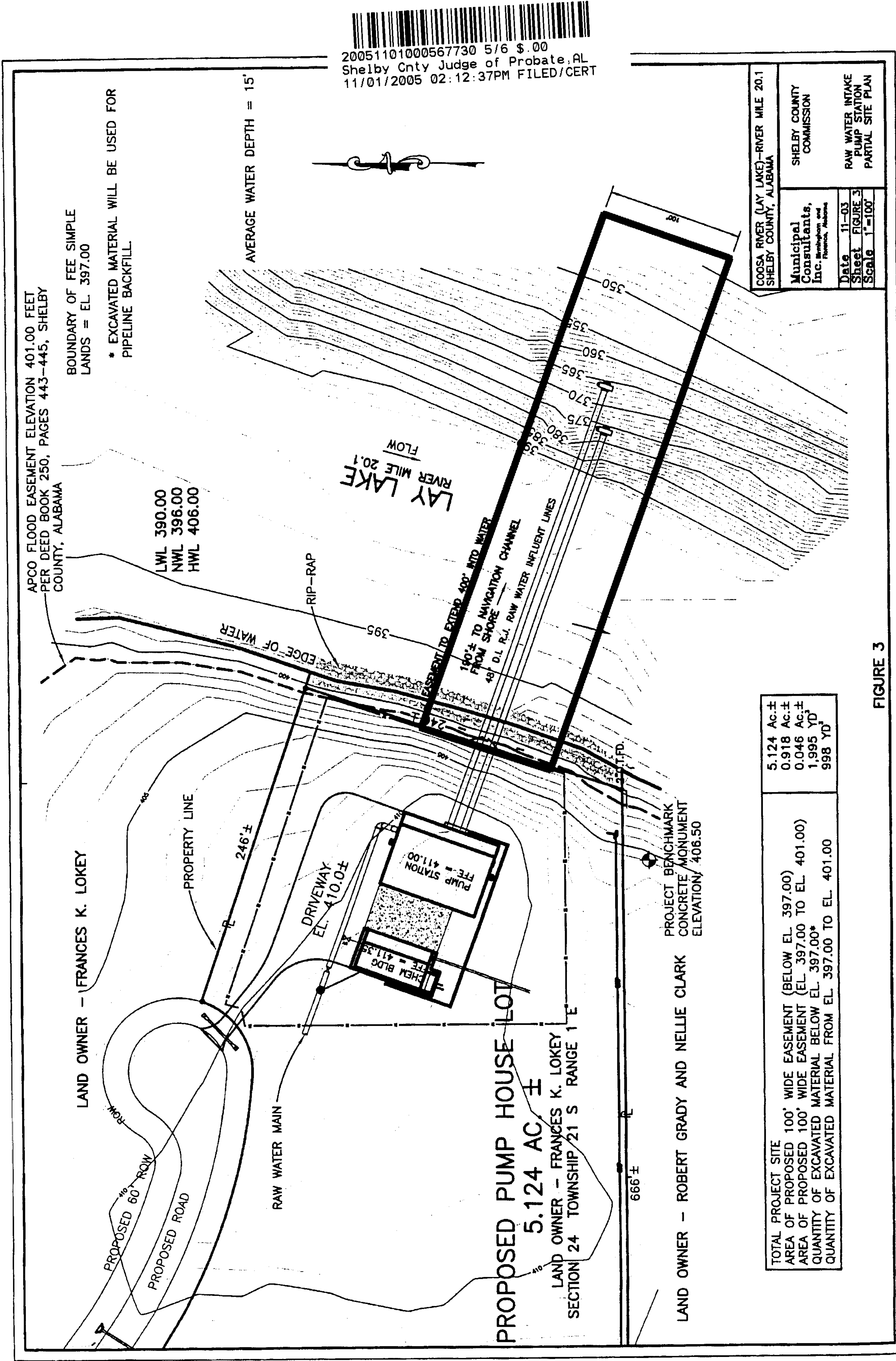
Debbie Crader  
Notary Public  
My Commission expires: 12-14-05




# Exhibit A

## DIRECTIONS:

FROM I-65 NORTH, TAKE EXIT 22B (AL. HWY 25). TURN RIGHT ON AL. HWY 25 NORTH AND CONTINUE TO WILSONVILLE. IN WILSONVILLE, TURN RIGHT ON SHELBY COUNTY HIGHWAY 61 SOUTH AND GO APPROX. 1.7 MILES TO OLD LOKEY FERRY ROAD. TURN LEFT ONTO OLD LOKEY FERRY ROAD AND GO APPROX. 1.5 MILES AND THE SITE WILL BE ON YOUR LEFT.





  
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## **Exhibit B**

### **Easement A**

A 100 feet wide easement for a raw water intake pipeline situated in the North one half of the Northwest quarter of Section 24, Township 21 South, Range 1 East, Shelby County, Alabama, lying 50 feet each side of a centerline, being more particularly described as follows:

Commence at an axle found locally accepted to be the Northwest corner of said Section 24; thence run South along the West line of said Section 24 for a distance of 619.06 feet to a point; thence turn an angle to the left of 91 degrees, 30 minutes, 29 seconds and run in an Easterly direction for a distance of 676.11 feet to a point; thence continue along last stated course for a distance of 691.99 feet to the 397 foot contour on the Northwest bank of Lay Lake; thence turn an angle to the left of 73 degrees, 11 minutes, 49 seconds and run in a Northeasterly direction along said Northwest bank for a distance of 96.88 feet to the point of beginning of the centerline of a 100 feet wide easement; thence turn an angle to the right of 93 degrees, 25 minutes, 19 seconds along the centerline of said easement and run in a Southeasterly direction for a distance of 400.00 feet to the end of said easement; said easement projects into the water way of Lay Lake.

### **Easement B**

A 100 feet wide easement for a raw water intake pipeline situated in the North one half of the Northwest quarter of Section 24, Township 21 South, Range 1 East, Shelby County, Alabama, lying 50 feet each side of a centerline, being more particularly described as follows:

Commence at an axle found locally accepted to be the Northwest corner of said Section 24; thence run South along the West line of said Section 24 for a distance of 619.06 feet to a point; thence turn an angle to the left of 91 degrees, 30 minutes, 29 seconds and run in an Easterly direction for a distance of 676.11 feet to a point; thence continue along last stated course for a distance of 691.99 feet to the 397 foot contour on the Northwest bank of Lay Lake; thence turn an angle to the left of 73 degrees, 11 minutes, 49 seconds and run in a Northeasterly direction along said Northwest bank for a distance of 96.88 feet to the point of beginning; thence turn an angle to the left of 86 degrees, 34 minutes, 41 seconds along the centerline of said easement and run in a Northwesterly direction for a distance of 31.00 foot to a point relative to the 401 foot contour on the Northwest bank of Lay Lake; said point being the end of said easement.