

STATE OF ALABAMA)
SHELBY COUNTY)

**EASEMENT FOR WATER MAIN OVER
PORTION OF ALABAMA POWER
COMPANY LANDS**

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One and No/100 dollars (\$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 PELHAM**, Shelby County, Alabama, an Alabama municipal corporation hereinafter called collectively, (Grantee), subject to the terms and conditions hereinafter set forth an easement and right of ingress and egress to and from and across the land of the Grantor solely for the purpose of constructing, operating, maintaining and repairing water mains, pipes, water meters, and fire hydrants, such easement being twenty feet (20') in width described as follows:

A 20-foot wide easement for a water main located in the SE $\frac{1}{4}$ of NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 14, Township 20 South, Range 3 West, Shelby County, Alabama. Easement is offset 20' South from the existing Right of Way along Industrial Park Drive beginning at the Western most property line and ending at the existing Right of Way along Lee Street and is further 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 shall lay a new 14" ductile iron water main along Industrial Park Drive on Grantor's property and replace some of the existing PVC water mains in the area.
2. 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 main, and to make necessary repairs thereto from time to time and shall have ingress and egress at all times to the property without hindrance or delay of any kind.
3. 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.
4. 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.
5. 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.
6. 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 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.

7. 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, cross arms, 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.
8. 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.
9. Grantee shall fully reimburse Grantor for the cost of relocating any of its present facilities reasonably necessitated by the easement described above.
10. 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 water main.
11. Grantee shall use extreme caution in operating machinery and equipment across said easement in order to assure adequate clearance between the machinery and electric facilities (if any).
12. 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 water main 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 water main.
13. Grantee shall provide adequate cover over said water main to allow Company's heavy equipment to pass over it. This clause shall have precedence over clause 10.
14. 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.
15. 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.
16. 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 Angie B. Noel, Land Manager, Corporate Real Estate, duly authorized thereto and the CITY OF PELHAM has caused this instrument to be executed in its name by



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Shelby Cnty Judge of Probate, AL
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Gary W. Watkins, Mayor of Pelham, Alabama, duly authorized thereto, on the
18th day of May, 2017.

ALABAMA POWER COMPANY

Angie B. Noel

Its: Land Manager
Corporate Real Estate

CITY OF PELHAM

Gary W. Watkins

Its: Mayor

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, Patsy A. BRASHER, a Notary Public in and for said County in said State, hereby certify that Angie B. Noel, whose name as Land Manager 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, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 12th day of May, 2017.

Patsy A. Brasher

Notary Public

(NOTARIAL SEAL)

My commission expires: 1-17-21

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, Paula Holly, a Notary Public in and for said County in said State, hereby certify that Gary W. Watkins, whose name as Mayor of the City of Pelham, 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, she/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 18th day of May 2017.

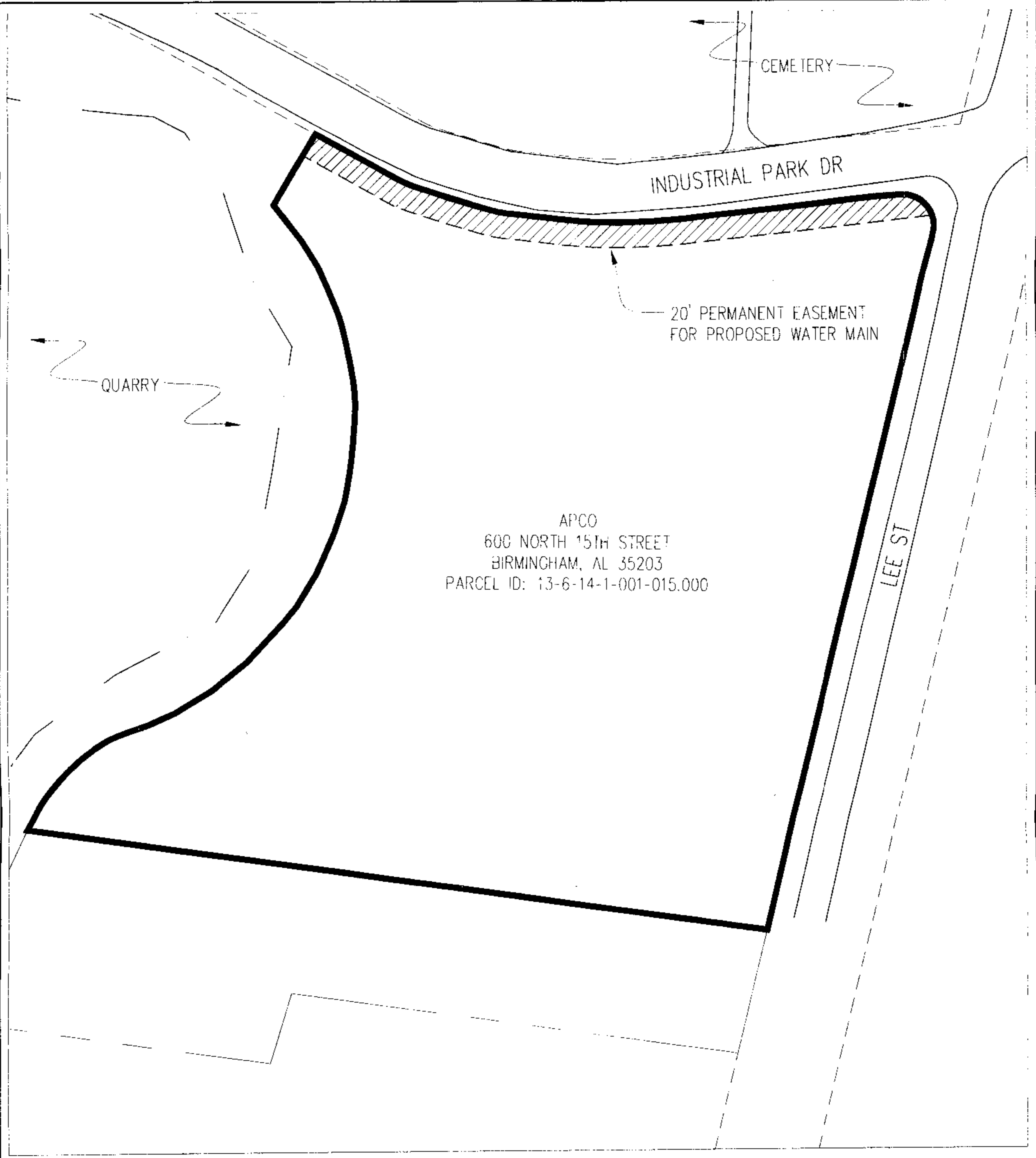
Paula Holly

Notary Public

(NOTARIAL SEAL)

My commission expires





PARCEL ID #:	<u>13-6-14-1-001-015.000</u>	PELHAM, ALABAMA
PARCEL OWNER:	<u>ALABAMA POWER COMPANY</u>	
ACREAGE BEFORE EASEMENT:	<u>261,360 SQ. FT.</u>	INDUSTRIAL PARK DRIVE WATER IMPROVEMENTS
EASEMENT ACREAGE:	<u>10,004 SQ.FT.</u>	
REMAINING ACREAGE:	<u>251,356 SQ. FT.</u>	TRACT #: <u>1</u> EXHIBIT A
DRAWING	<u>1</u> OF <u>1</u>	

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