

AGREEMENT between ALABAMA POWER COMPANY, hereinafter referred to as Licensor, and Norman D. Pless

hereinafter referred to as Licensee.

WHEREAS, Licensor 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 125 feet in width, which is a part of a tract of land situated in Shelby County, Alabama, and is particularly described in that certain deed executed by J. G. Buckelew and wife, Willie Buckelew, and G. Buckelew and wife, Willie Buckelew, of date August 24, 1942 / and May 16, 1927, respectively, which is recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Volumes 114 at page 4 / and Volume 82, at page 79, and reference is hereby expressly made to such record for a particular description of such land; and

WHEREAS, Licensor is using a portion of such strip of land pursuant to such easement and has erected thereon an electric transmission line; and

WHEREAS, Licensee proposes to construct a dam and impound waters ~~has constructed a dam and impounded waters~~ to form a lake, a part of which encroaches upon a portion of such strip of land as shown by attached sketch, labeled Exhibit "A", hereinafter referred to as the encroachment.

WHEREAS, the continued maintenance of such encroachment benefits Licensee in the use of the tract of land of which such strip of land is a part; and

WHEREAS, such encroachment at present inconveniences Licensor in the exercise of such easement and restricts the uses which Licensor is now making of such strip of land and may do so in the future to a greater extent; and

WHEREAS, such encroachment increases the risks imposed upon Licensor in connection with the exercise of such easement;

NOW, THEREFORE, in consideration of the premises, it is hereby agreed and covenanted between the parties hereto as follows:

Licensor hereby expressly gives its consent and permission to Licensee that such encroachment may remain upon such strip of land subject to the terms of this agreement.

allow the elevation of its water surface to be increased beyond that shown on Exhibit "A".

Licensee grants unto the Licensor the necessary and convenient rights of ingress and egress around such body of water to replace that which is interrupted by such encroachment.

Licensee agrees and covenants to release, indemnify and hold harmless Licensor from any liability which Licensor may incur as a result of any damages suffered by Licensee, any member of his family, his employees, his tenants, his guests, his licensees, or any other persons whomsoever, based upon any injury to person or property resulting from, or growing out of any use by the Licensor of that portion of its easement affected by the encroachment.

Licensee agrees and covenants that neither by the occupancy of such portion of such strip of land with such encroachment, nor in any other way, is he claiming: (1) adversely to Licensor in its ownership of such easement, (2) the right to maintain such encroachment on such strip of land, but that the maintenance of such encroachment by Licensee is with the recognition of the superior easement of Licensor.

Licensee further agrees and covenants that, whenever in the opinion of Licensor such encroachment interferes with any of the Licensor's operations or works on such strip, or causes the facilities of the Licensor to be in conflict with the provisions of the National Electrical Safety Code or any other applicable codes, rules or regulations, that he will upon written notice, given him by Licensor immediately lower the waters of such encroachment as much as and for as long as is necessary to avoid such interference.

Notice herein referred to shall be deemed to be given by Licensor if the same is in writing and addressed to the Licensee at 941 South 20th Street, Birmingham, Ala., Alabama, and posted in the United States Mail with postage prepaid. In the event Licensee should fail, within sixty (60) days after such notice is so mailed, to reduce such encroachment as requested Licensor is hereby given the express privilege, power and authority to remove the same or any part thereof without any liability to Licensee which may accrue on account of any loss thereby sustained.

Licensee agrees and covenants that he will in such event, promptly reimburse Licensor for the reasonable expense incurred thereby upon bill being rendered for the same.

It is understood and agreed between the parties hereto that all the undertakings and covenants contained herein are to be construed as covenants which run with the land and are to be binding upon and enforceable against the respective successors and assigns of the parties hereto; and

Whenever in this agreement the term Licensor or Licensee is used, it shall be deemed to include their respective successors, heirs or assigns.

IN WITNESS WHEREOF, the parties hereto have executed this instrument and affixed their seals on this the 21st day of March, 1958.

Attest:

Charles P. Jackson
Secretary

Attest:

W. G. Bridges

ALABAMA POWER COMPANY, Licensor

By

Erwin H. Hetch
Vice President

Lauran J. Dean (L.S.)
Licensee

APPROVED AS TO FORM
MARTIN & BLAKEY

By D. Eason Balch

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, Mary Cochran, a Notary Public
in and for said County in said State, hereby certify that

Edwin I. Hatch, whose name as Vice- President 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 con-
tents 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 31st day of March
, 1958.

Mary Cochran
Notary Public
Notary Public, Jefferson County, Alabama
My Commission Expires January 29, 1961

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, Mellie J. Bellenger, a Notary Public
in and for said County in said State, do hereby certify that _____
Norman D. Pless

whose name _____ 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 _____ executed the same
voluntarily, on the day the same bears date.

Given under my hand and official seal, this the 22nd day of March
, 1958.

Notary Public Seal

Mellie J. Bellenger
Notary Public
My Commission Expires September 7, 1959



State of Alabama, Shelby County
I, L. C. Walker, Judge of Probate hereby certify that the within _____ was filed in this office for record this _____
day of _____ 19____ at _____ o'clock _____ M., and recorded _____ Page _____ examined _____
and the Mortgage Tax of \$_____ Deed Tax of \$_____ has been paid.
Judge of Probate

