

AGREEMENT between ALABAMA POWER COMPANY, hereinafter referred to as Licensor,  
and *Bobby C. Gumberton*

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 100 feet in width, which is a part of a tract of land situated in Shelby County, Alabama, and is 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 of Shelby County, Alabama, Parcel No. 612, Paragraph 4, 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 is the owner of, or the owner of an interest in, the servient estate of the strip of land embraced in such easement and desires to use portions of said easement for the following purposes:

A well, water line and ground shield as shown on Exhibit "A" 1 and Exhibit "A" 2 which is attached hereto and made a part hereof,

hereinafter referred to as the encroachment; and

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.

Licensee further agrees and covenants that he will construct, operate and maintain a ground shield according to plans and specifications shown on sheets 1 and 2 of the said Exhibit "A".

Licensee further agrees and covenants that if it becomes necessary in the future to remove the casing, pipe or pump from the well that no part of such casing, pipe or pump or any machinery used in connection with such removal, shall be raised a vertical distance in excess of fifteen (15) feet from ground level.

Licensee will at all times hereafter indemnify, protect and save Licensor harmless from any and all claims, loss, damage, expense, and liability which Licensor may incur, suffer, sustain or be subjected to, resulting from or arising out of the construction, maintenance, use or presence of the Encroachment of Licensee upon that portion of its easement affected by the Encroachment; provided further, that Licensee shall indemnify and save Licensor harmless against such claims, loss, damage, expense, and liability to the extent the same may be caused by Licensor's acts of negligence, sole or concurrent, or that of its employees, or agents so long as such claim or loss involves in any way the construction, operation, maintenance or presence of 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 he will, within sixty (60) days from the date of a written notice given him by Licensor, remove such encroachment from such strip of land.

Notice herein referred to shall be deemed to be given by Licensor if the same is in writing and addressed to the Licensee at Route 1, Siluria, Alabama 35144, 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 remove such encroachment, 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.

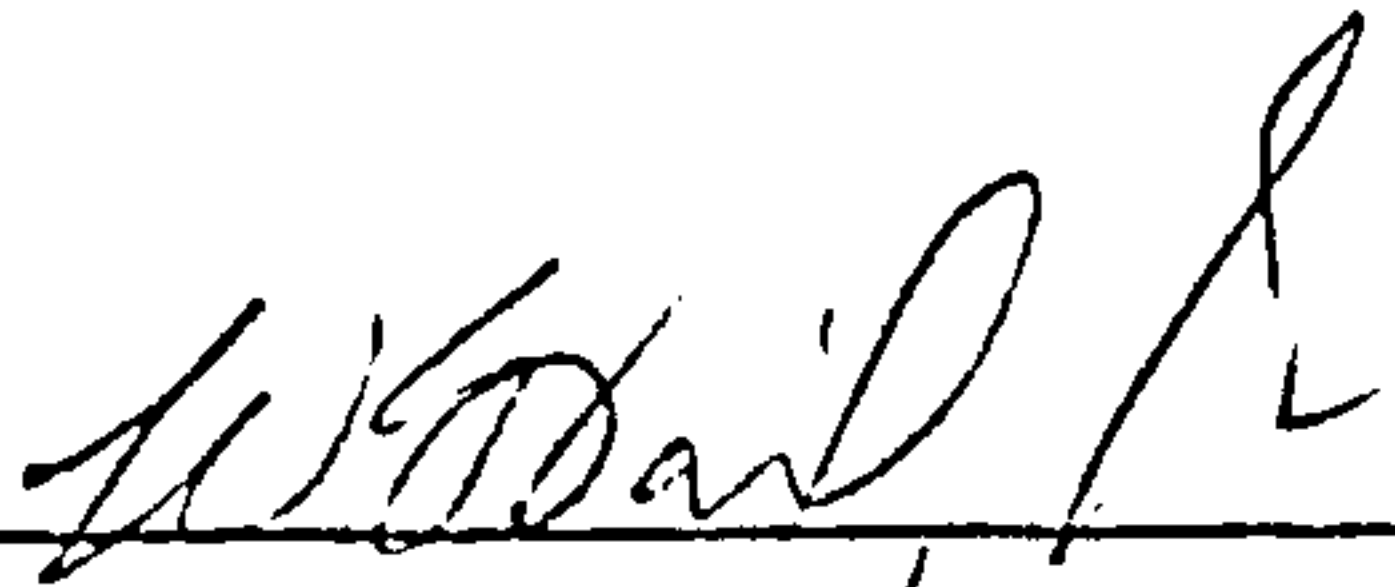
Wherever in this agreement the term Licensor or Licensee is used, it shall be deemed to include their respective successors, heirs or assigns.

IN WITNESS WHEREOF, the parties hereto have executed this instrument and affixed their seals on this the 18<sup>th</sup> day of September, 1970.

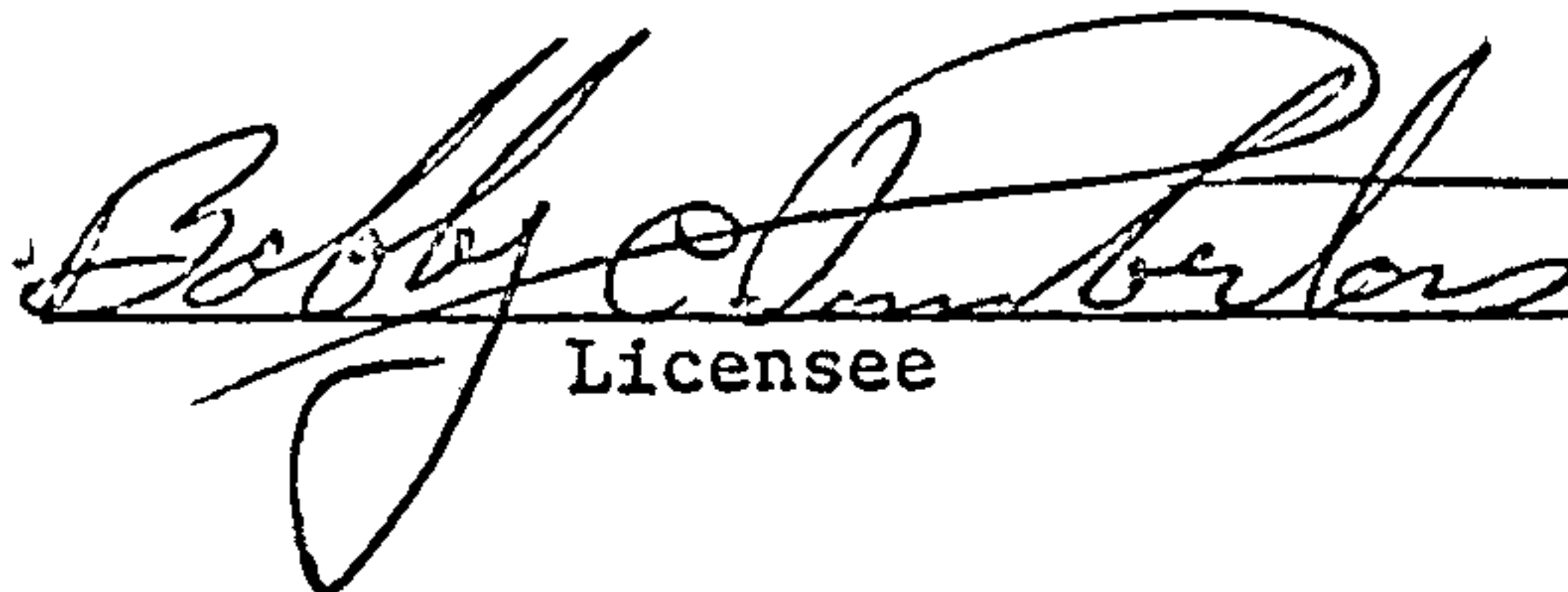
ALABAMA POWER COMPANY, Licensor

Witness:

By  WSS  
Manager, Land Department

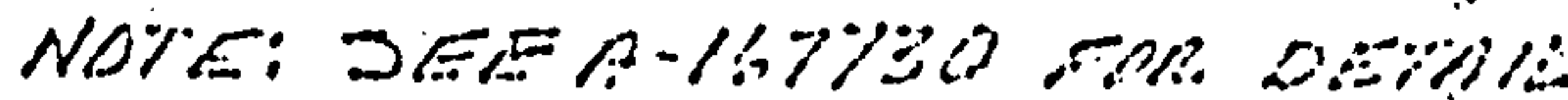


Witness:

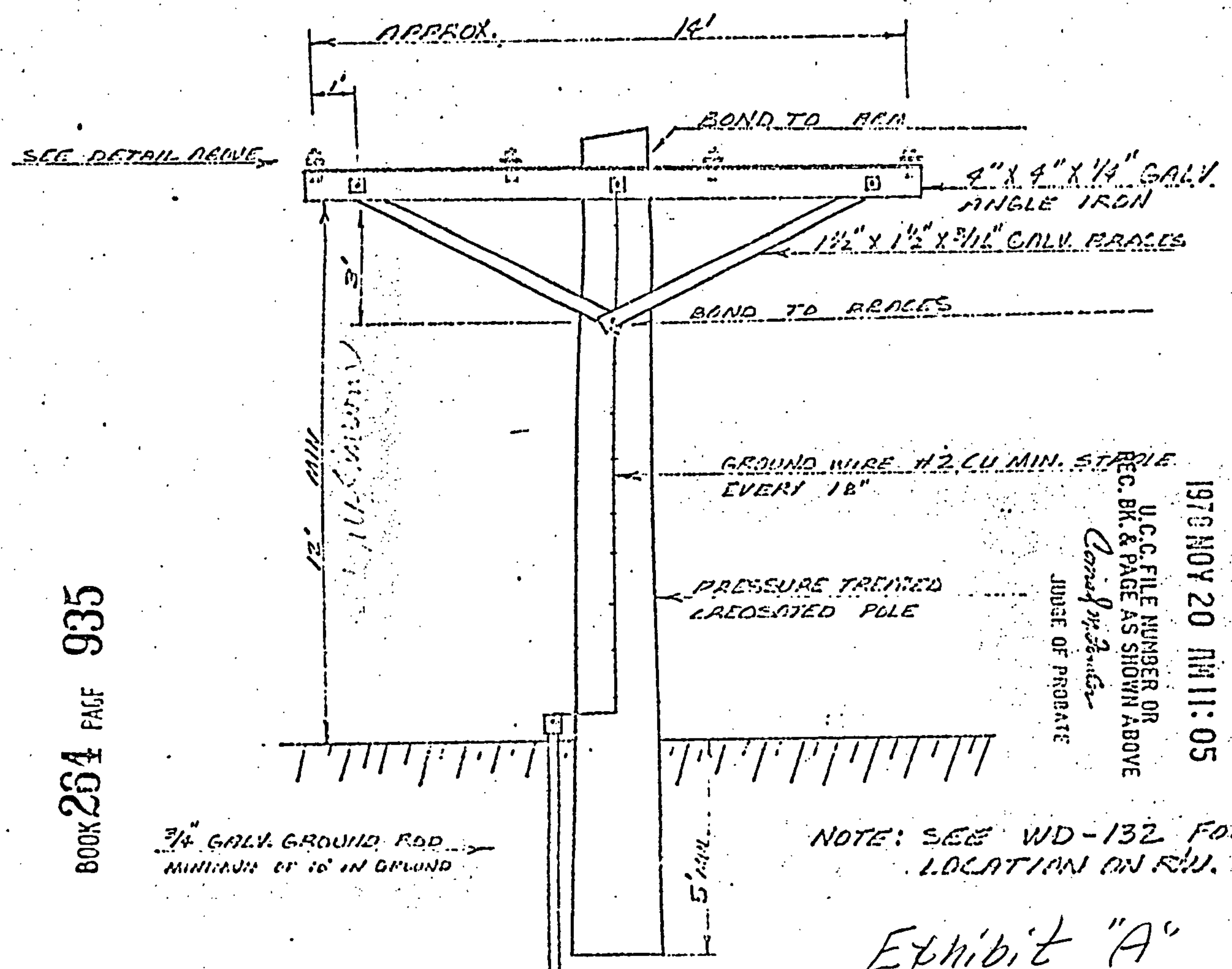
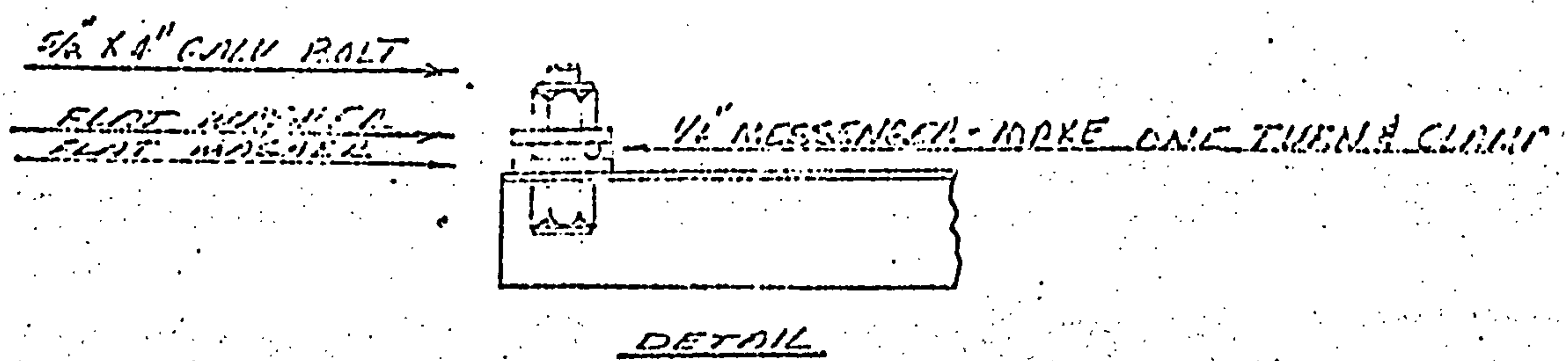
 (L.S.)  
Licensee







SCALE 1:100,000 SHEET 1 OF 1 SHEETS



STATE OF ALA. SHERIFF CO.  
I CERTIFY THIS INSTRUMENT WAS FILED  
1970 NOV 20 PM 11:05  
U.C.C. FILE NUMBER OR REC. BK. & PAGE AS SHOWN ABOVE  
C. J. [Signature]  
JUDGE OF PROBATE

Exhibit "A"

BOOK 234 PAGE 935

DR. <i>[Signature]</i>	NO.	DATE	REVISION	ALABAMA POWER COMPANY	
TR.				SUBJECT <i>LAY DAN-BESSEMER 115KV TL</i>	
CK.				DETAIL <i>INSTALLATION OF FIELD WIRE WITH PROPOSED WELL OF 300' DEPTH</i>	
APP.				DATE <i>3-12-70</i> SUPERSEDES _____ SCALE <i>AS SHOWN ON 1</i> OF <i>1</i> SHEETS <i>A-167130</i>	