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Shelby Cnty Judge of Probate, AL
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AGREEMENT between ALABAMA POWER COMPANY, hereinafter referred to as Licensor, and Colonial Pipeline Company, a corporation, 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 sixty feet in width, which is a part of a tract of land situated in Shelby County, Alabama, and is particularly described in that certain contract executed by and between Licensor and Licensee dated June 22, 1962, 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 construction and maintenance of a water storage of dimensions and at a location approximately as shown on Exhibit "A" 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 from the date hereof until December 31, 1971, subject to the terms of this agreement.

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

This instrument prepared in
the Land Dept. of Alabama
Power Co., Birmingham, Ala.

by *J. H. Mickle*

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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 in the event it should be necessary or desirable for Licensee to install a stairway, ladder or other means of access to the top of the water tank, then, in such event, such access way shall be placed on the easterly side of such water tank.

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 it 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 it 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 3390 Peachtree Road, N. W., Atlanta, Georgia 30326, 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 it 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 or assigns.



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IN WITNESS WHEREOF, the parties hereto have executed this instrument and
affixed their seals on this tue 11 day of Aug, 1971.

Witness:

ALABAMA POWER COMPANY, Licensor

By

[Signature]
Manager, Land Department

D. Prater

ATTEST:

Colonial Pipeline Company, Licensee

By

[Signature]
Its Vice President

FORM APPROVED
REG. 656

[Signature]
ASSISTANT SECRETARY



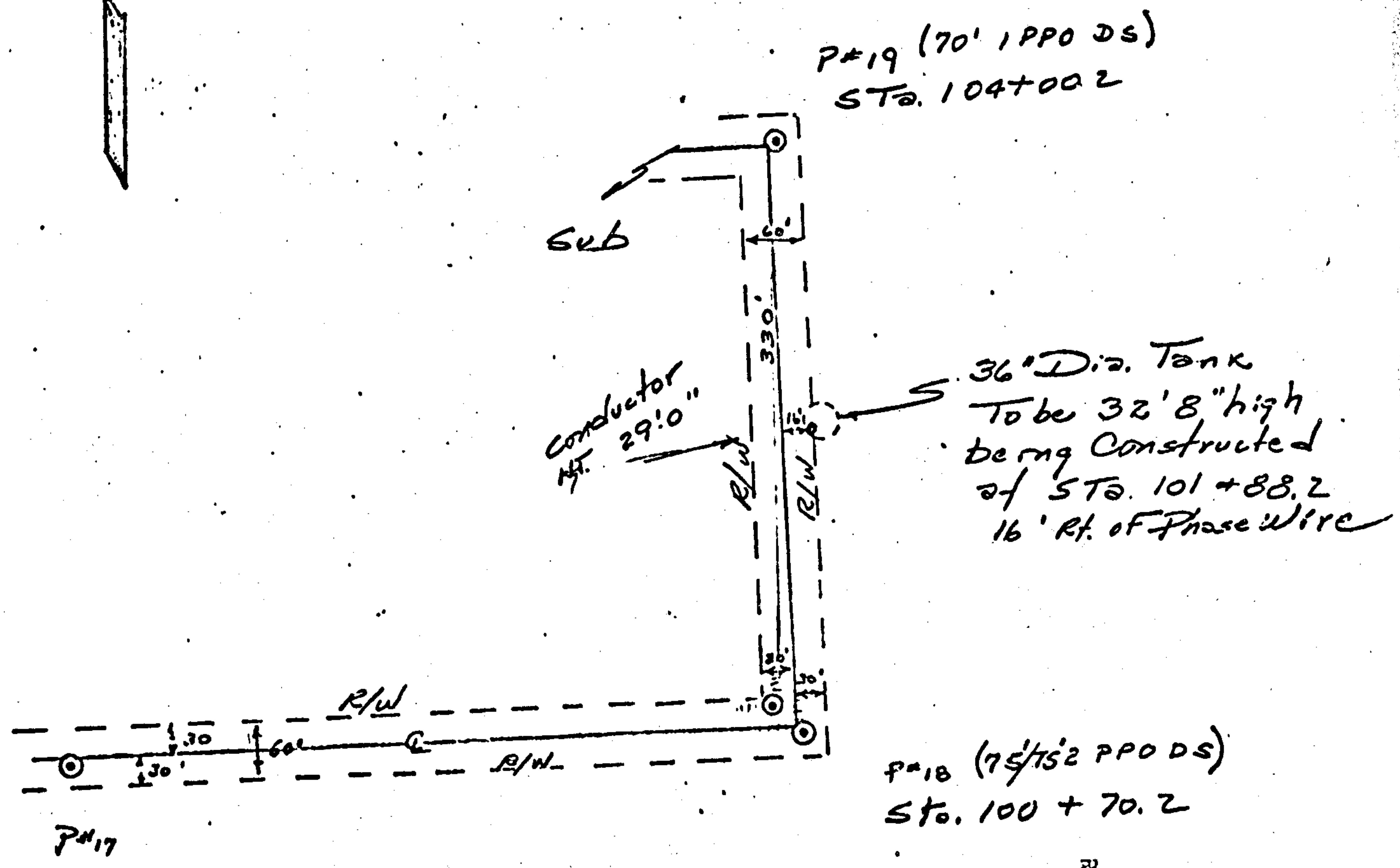
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Colonial Pipeline 115 KV TL Encroachment by Colonial Pipeline Co. Near Pelham, Ala.

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1971 SEP -9 PM 2:14
U.C.C. FILE NUMBER OR
REC. EX. 2 PAGE AS SHOWN ABOVE
Camey H. Anderson
JUDGE OF PROBATE

EXHIBIT "A"