

Mrs. Nellie Slimp

AGREEMENT between ALABAMA POWER COMPANY, hereinafter referred to as Licensor,
and Mrs. Nellie Slimp

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 deed executed by Alabama
Mineral Land Company of date June 26, 1922, which is recorded in the Office
of the Judge of Probate of Shelby County, Alabama, in Volume 72,
at page 191, 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: to maintain a chicken house eleven feet
of which extends onto the Power Co's 100 foot width,
R/W as shown on sketch marked Exhibit
"A" which is attached hereto and made a
part hereof. Nellie Slimp
JS

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;



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Shelby Cnty Judge of Probate, AL
04/17/1972 12:00:00 AM FILED/CERT

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

Licensors 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 will at all times hereafter indemnify, protect and save Licensors harmless from any and all claims, loss, damage, expense, and liability which Lensors 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 Lensors harmless against such claims, loss, damage, expense, and liability to the extent the same may be caused by Lensors'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 Lensors 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 Lensors.

Licensee further agrees and covenants that he will, within sixty (60) days from the date of a written notice given him by Lensors, remove such encroachment from such strip of land.

Notice herein referred to shall be deemed to be given by Lensors if the same is in writing and addressed to the Licensee at , 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 remove such encroachment, Lensors 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 Lensors 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 23 day of March, 1972

ALABAMA POWER COMPANY, Licensor

Witness:

D. Prater

By W. D. Smith *WDS*
Manager, Land Department

Witness:

Robert L. Manning

Nellie S. Smith (L.S.)
Licensee

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1972 APR 17 PM 3:42
U.C.C. FILE NUMBER OR
REC. BK. & PAGE AS SHOWN ABOVE
Conrad M. Dwyer
JUDGE OF PROBATE



19720417000020230 3/4 \$.00
Shelby Cnty Judge of Probate, AL
04/17/1972 12:00:00 AM FILED/CERT

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DIVISION Birmingham

NAME Shrimp, Nellie

ORDER NO. _____

ADDRESS Shrimp, Nellie

ESTIMATE NO. _____

TOWN _____

DISTRICT _____

DRAWN BY W.A.

DATE 11-11-72

S _____

T _____

R _____

SCALE _____ FT. PER INCH

MAP REFERENCE _____

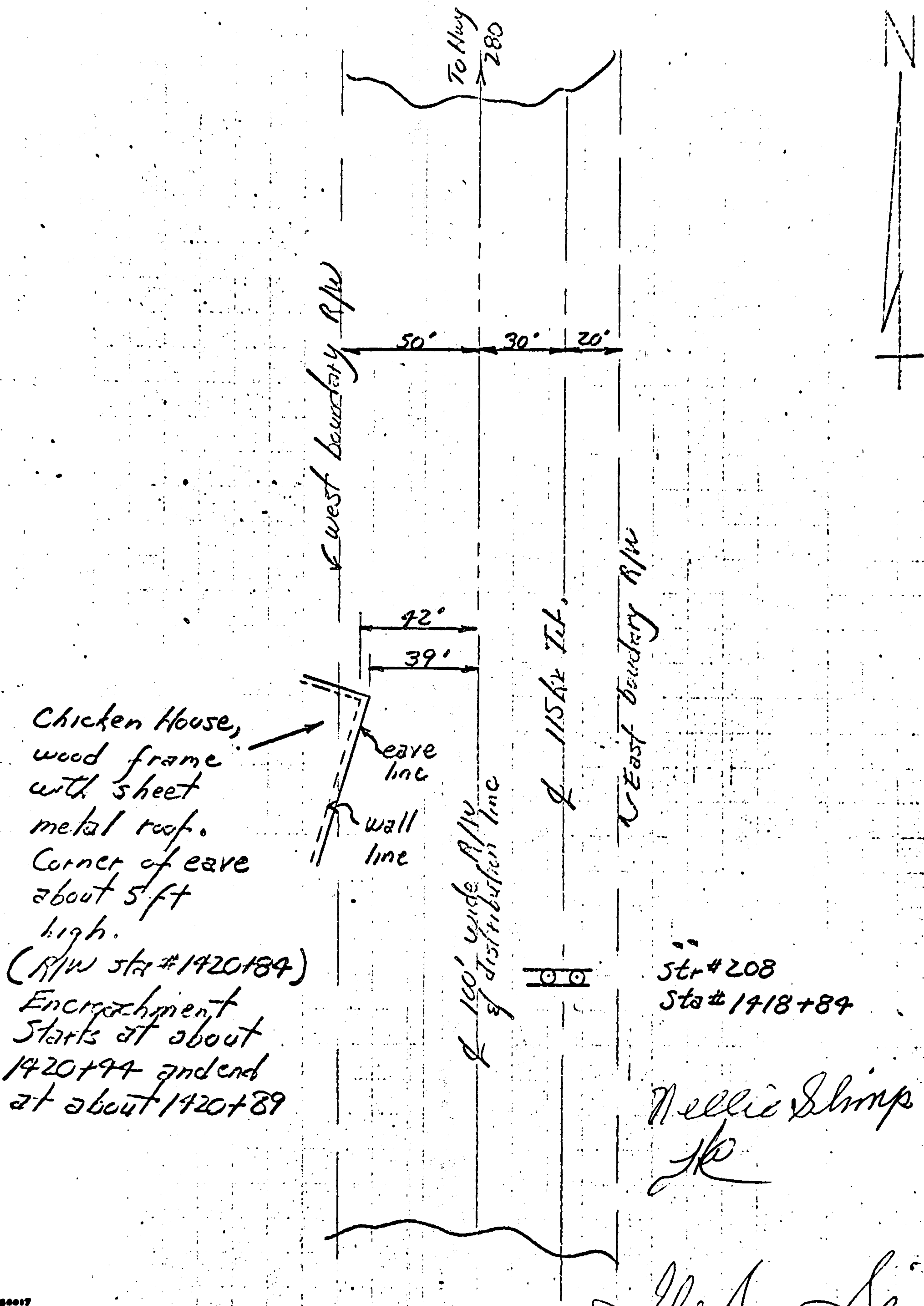


EXHIBIT "A"

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