

Apco to Shannon T. Waddens Weldon

AGREEMENT between ALABAMA POWER COMPANY, hereinafter referred to as
Licensor, and Shannon T. Weldon
hereinafter referred to as Licensee.

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

by *J. W. Hinkley*

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 J. L. Parker and wife, M. C. Parker

of date June 9, 19 22, which is recorded in the office of the Judge
of Probate of Shelby County, Alabama, in Volume 72 at page 163,
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

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.



19741114000055150 1/4 \$.00
Shelby Cnty Judge of Probate, AL
11/14/1974 12:00:00 AM FILED/CERT

BOOK 289 PAGE 598



19741114000055150 2/4 \$.00
Shelby Cnty Judge of Probate, AL
11/14/1974 12:00:00 AM FILED/CERT

- 2 -

Licensee agrees that he will not enlarge the area of such encroachment nor 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 Rt. 1, Bx 891, Leeds, Alabama 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. Licensee agrees and covenants that there will be no fishing within the confines of the right-of-way.

BOOK 289 PAGE 599

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 7th day of Oct, 1974.

ALABAMA POWER COMPANY, Licensor

Witness as to Licensor:

Walter Reese, Jr.

By [Signature]
Manager, Land Department

WDR

Shannon J. Weldon (L.S.)
Licensee

Witness as to Licensee:

W.A. Mize

BOOK 289 PAGE 600

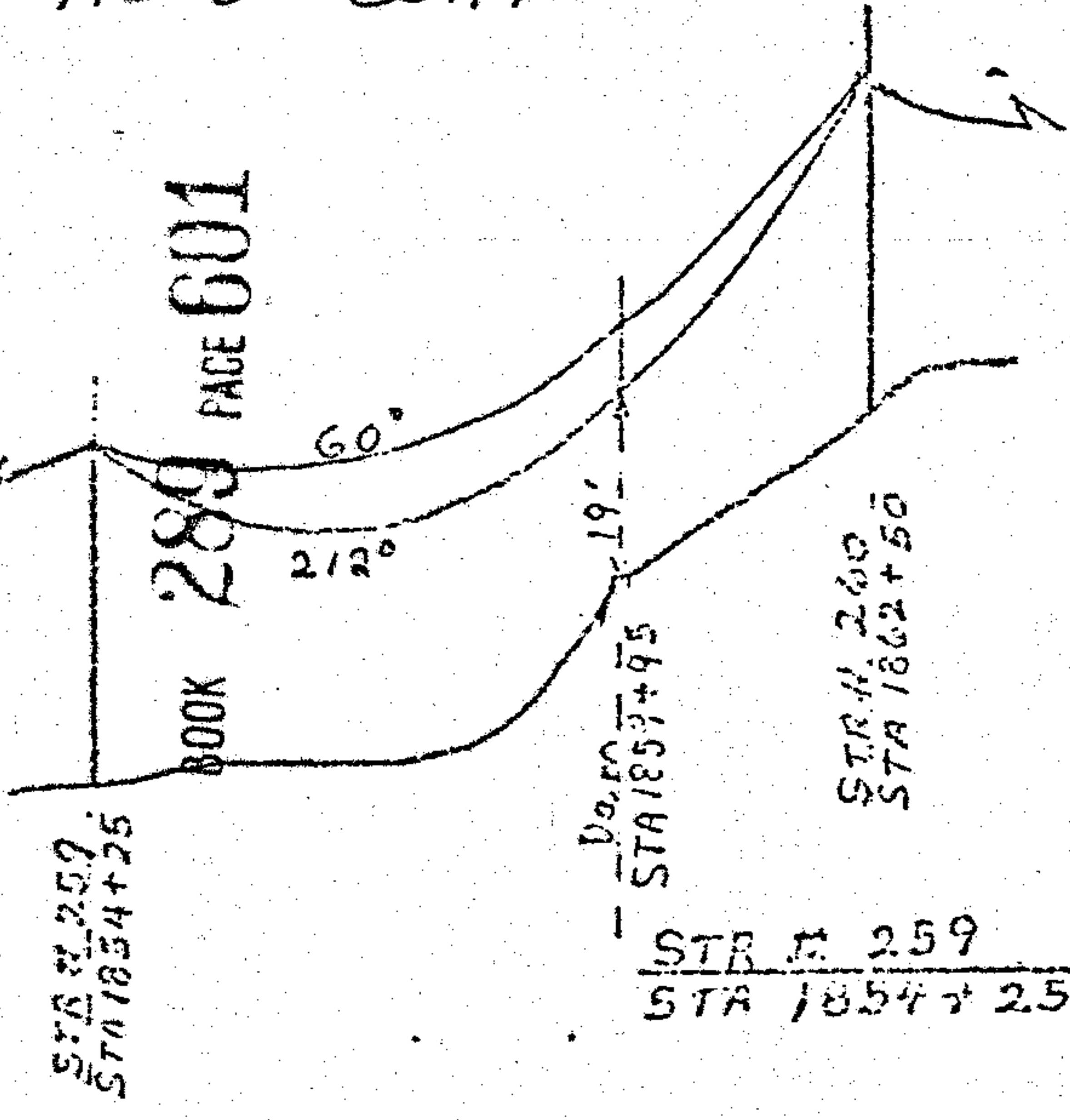


19741114000055150 3/4 \$.00
Shelby Cnty Judge of Probate, AL
11/14/1974 12:00:00 AM FILED/CERT

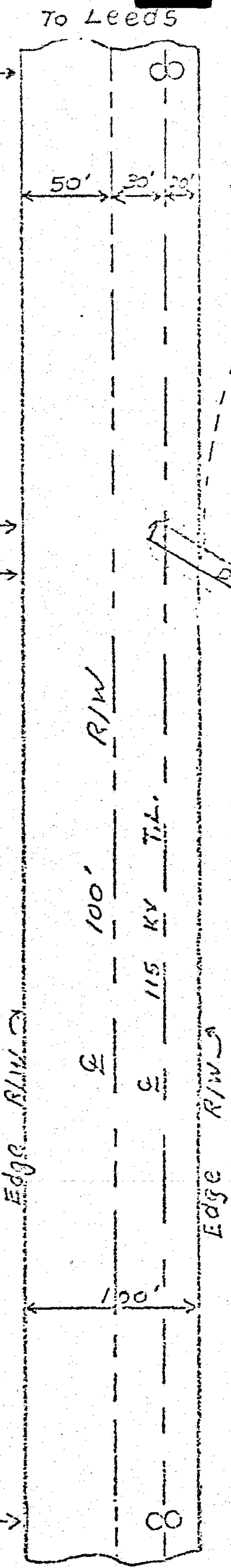
A-

Dam extends
approx 32'
onto R/W

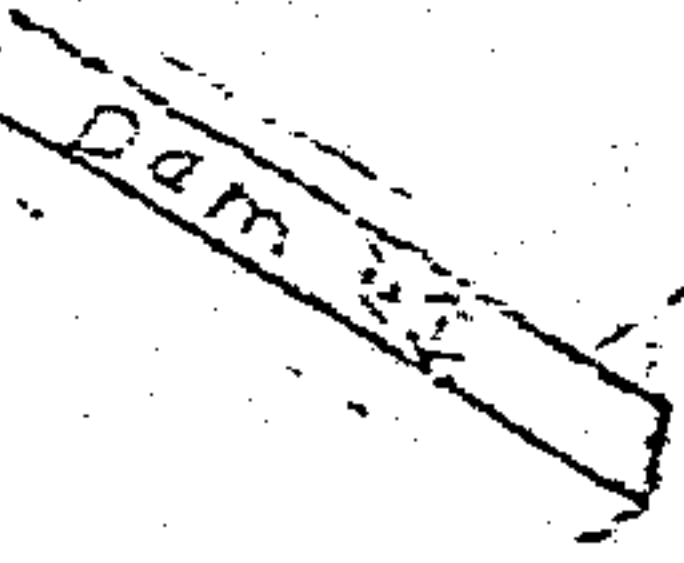
Proposed Setbacks:
 $212^\circ = 19'$
 $60^\circ = 26\frac{1}{2}'$
NESC = 25.97'



STA 1859+95
Cons. RT. 23° 05' 00"
STA 1859+65



Water



STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1974 NOV 14 AM 9:01
U.C.C. FILE NUMBER OR
REC. BK. & PAGE AS SHOWN ABOVE
Dorothy M. Johnson
JUDGE OF PROBATE

Shelby County SW 1/4 of SE 1/4
Sect. 7, TP. 18S, R. 1E
Parcel # 2828
Ref: AX-9778 # 17
AX-9803 # 18

Scale 1" = 40' 1/2" = 100'				ALABAMA POWER COMPANY	
DR. <u>NEE</u>	NO.	DATE	REVISION	SUBJECT <u>Leads - Lay Dam 115 KV T.L.</u>	
TR.				DETAIL <u>S.T. welder Dam</u>	
CK.					
APP. <u>3/1/74</u>				SUPERSEDES	
DATE <u>3/1/74</u>				SCALE <u>1" = 40' 1/2" = 100'</u>	SH. <u>1</u> OF <u>1</u> SHEETS
				A-308396	

19741114000055150 4/4 \$.00
Shelby Cnty Judge of Probate, AL
11/14/1974 12:00:00 AM FILED/CERT

EXHIBIT "A"