

9243
AGREEMENT between ALABAMA POWER COMPANY, hereinafter referred to as

Licensor, and Robert E. Owens

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 more particularly described in those certain deeds executed by W. P. Bowdon and wife of date November 14, 1912, which is recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Volume 48, at Page 585, and Ida Strickland, et al, of date September 9, 1959, which is recorded in the Office of the Judge of Probate of Shelby County, Alabama in Volume 210, at Page 114, and Paul O. Luck and wife of date October 5, 1959, which is recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Volume 210, at Page 119, and reference is hereby expressly made to such records 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 driveway, including any ditching, limited to twenty (20) feet in width at the location shown on Exhibit "A" attached hereto and made a part hereof, (the use of this driveway is limited to Licensor and Licensee, his tenants and invitees)

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
06/01/1977 12:00:00AM FILED/CERT

Ala. Power Co.
600 N. 18th St.

Bham.

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 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 P. O. Box 459 -Pelham , 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, 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 10 day of May, 1977.

Witness:

Halter Reese, Jr.

Witness:

Cudrey Bean

Witness:

William G. Friday

ALABAMA POWER COMPANY, Licensor

By

[Signature]

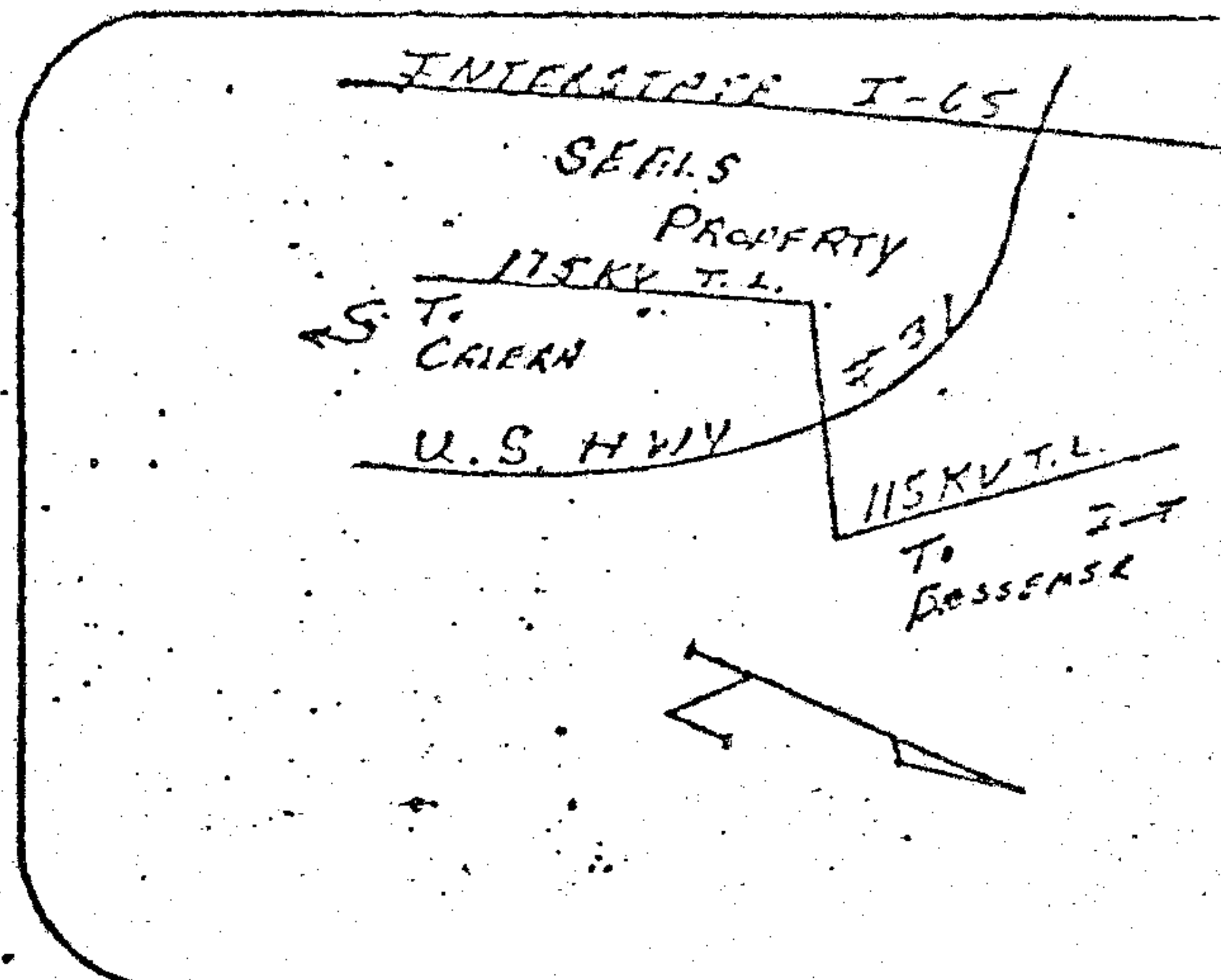
Manager, Land Department

Robert E. Owens (L.S.)
Licensee

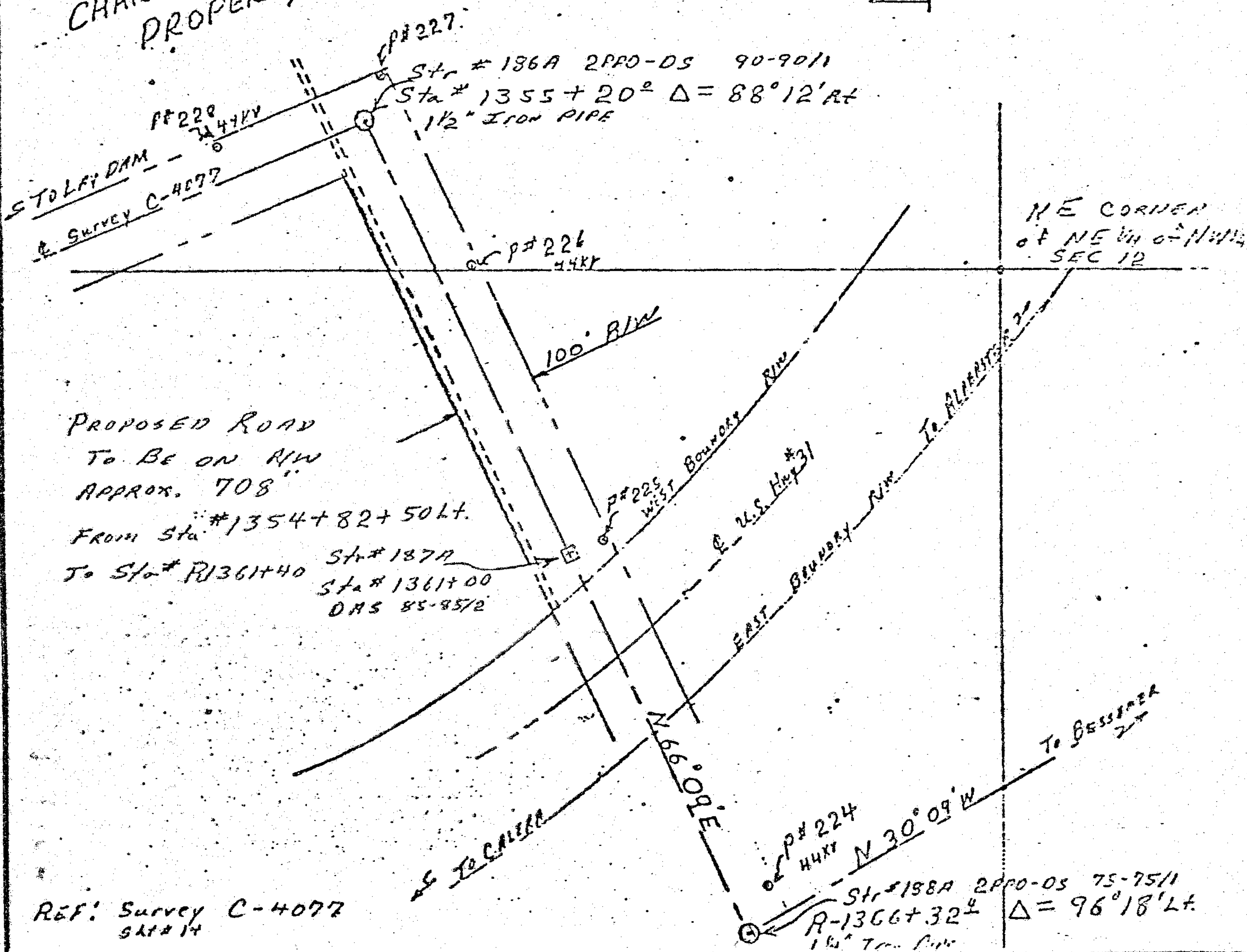


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SHELBY COUNTY
T-215, R-3W
SEC-12



CHARLES SEALS
PROPERTY



DR. <u>T.L.W.</u>	NO.	DATE	REVISION	ALABAMA POWER COMPANY	
TR.				SUBJECT <u>LOCK 12 - BIRMINGHAM 115KV T.L.</u>	
CK.				DETAIL <u>ROAD ENCROACHMENT FOR</u>	
APP.				<u>CONCRETE & ELEC</u>	
DATE <u>5/11/77</u>	SUPERSEDES			SCALE <u>1" = 200'</u> SH. <u>1</u> OF <u>1</u> SHEETS	<u>A-490-371</u>

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
JUNE 1
1977 MAY 32 AM 9:38

EXHIBIT "A"

Thomas A. [Signature]
JUDGE OF PROBATE
Rec. 6.00
Aud 1.00
7.50