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Shelby Cnty Judge of Probate, AL
06/27/1977 12:00:00 AM FILED/CERT

STATE OF ALABAMA)
COUNTY OF SHELBY)

AGREEMENT between ALABAMA POWER COMPANY, hereinafter referred to as Licensor,
and Ruth L. Broadhead
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 50 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 Cleary C. Broadhead et. al.

of date June 24, 1958, which is recorded in the office of the Judge of Probate
of Shelby County, Alabama, in Volume 195 at page 285, 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

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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.

Alabama Power Co.
B.O. Box 2641 B'ham 35291



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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 Montevallo 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.

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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

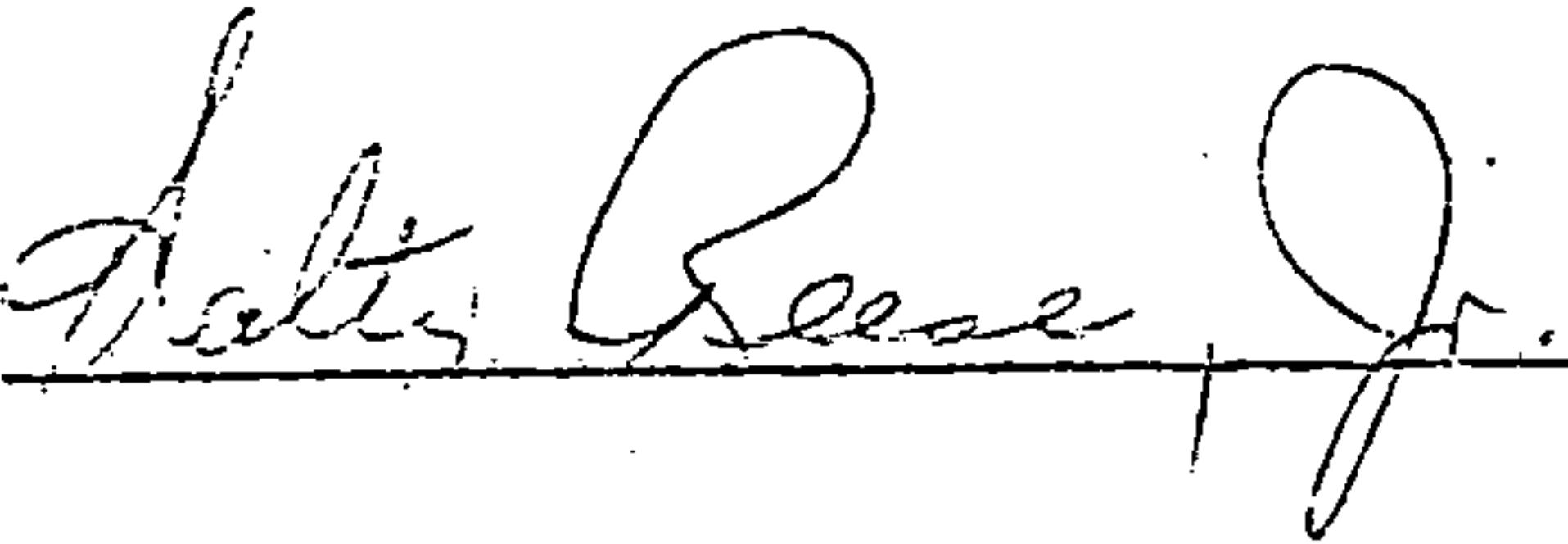
Whenever in this agreement the term Licensor or Licensee is used, it shall be deemed to include their respective successors, heirs or assigns.

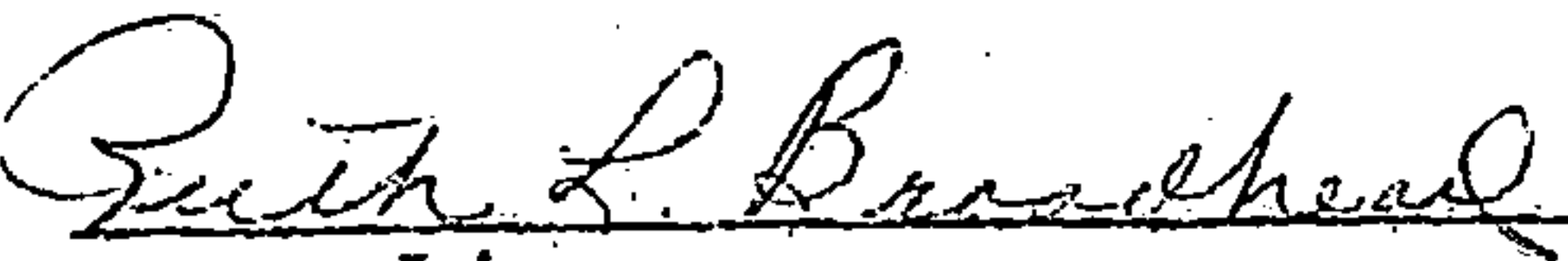
IN WITNESS WHEREOF, the parties hereto have executed this instrument and affixed their seals on this the 27th day of May, 19 77.

ALABAMA POWER COMPANY, Licensor

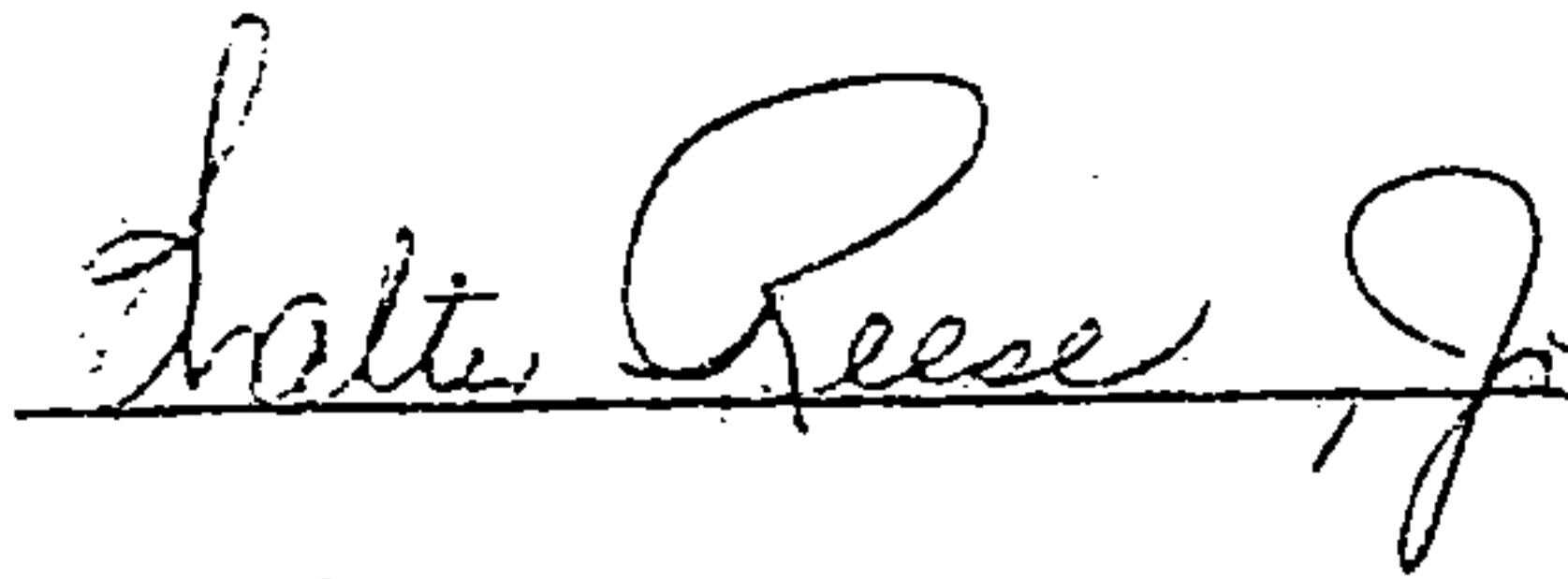
Witness as to Licensor:

By 
Manager, Land Department




 (L.S.)
Licensee

Witness as to Licensee:



STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1977 JUN 27 PM 1:49


JUDGE OF PROBATE

Rec 6.00
Index 1.00

Shelby County
Sec. 13 T24N R11E
NE 1/4 of NW 1/4

OW 9-# AX 1133-46

Bottom 44 KV Conductor - 1/0 ACSR

Profile Not to Scale

33' @ 212° Final Sog



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Pole # 29, 4513

VSA

Sta # 150150

Edge of R/W

25'

44 KV 4 P/W

25'

153'

220'

Edge of R/W

Sta # 148197

120'

Sta # 146177

Spur 707 ft
to P#28

400'

To Dam of Lake

DR. <u>W.D.</u>	NO.	DATE	REVISION	ALABAMA POWER COMPANY	
TR.				SUBJECT <u>Part 13 - Conductor 44 kv T.L.</u>	
CK.				DETAIL <u>Part 13 - Proposed Lake</u>	
APP.					
DATE <u>7-21-77</u>	SUPERSEDES			SCALE <u>1"=60'</u>	SH. <u>1</u> OF <u>1</u> SHEETS
					A-120-457

EXHIBIT "A"