

99-791-07  
Lock 12 - Birmingham T.L.  
Alabama Power Company to  
Jan San Precision Homes, Inc.

STATE OF ALABAMA )  
COUNTY OF SHELBY )

450

AGREEMENT between ALABAMA POWER COMPANY, hereinafter referred to a Licensor,  
and Jan San Precision Homes, Inc.  
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 trans-  
mission 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 condemnation  
proceeding style of case APCO vs. A. J. Krebs et al (Par. 11),  
, 19 , which is  
recorded in the Office of the Judge of Probate of Shelby County, Alabama,

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: A fill area and a patio as shown on  
exhibit "A" attached hereto and made a part hereof,

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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:

Alabama Power Co.  
File

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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 Alabaster, 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.

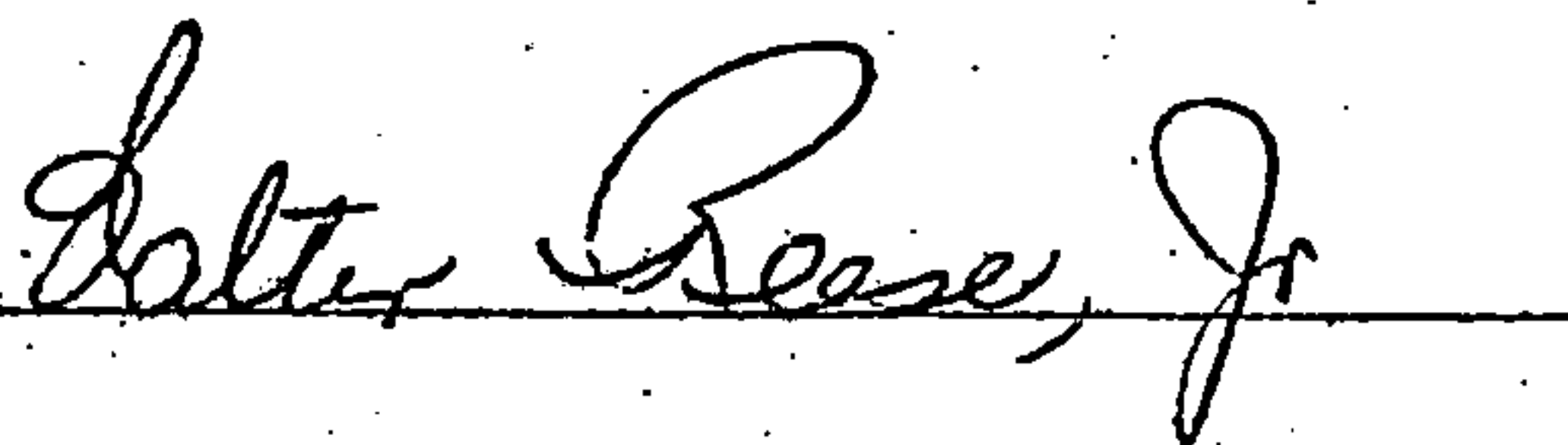
Wherever in this agreement the term Licensor or Licensee is used, it shall be deemed to include their respective successors, heirs or assigns.

IN WITNESS WHEREOF, the parties hereto have executed this instrument and affixed their seals on this the 26 day of March, 1979.

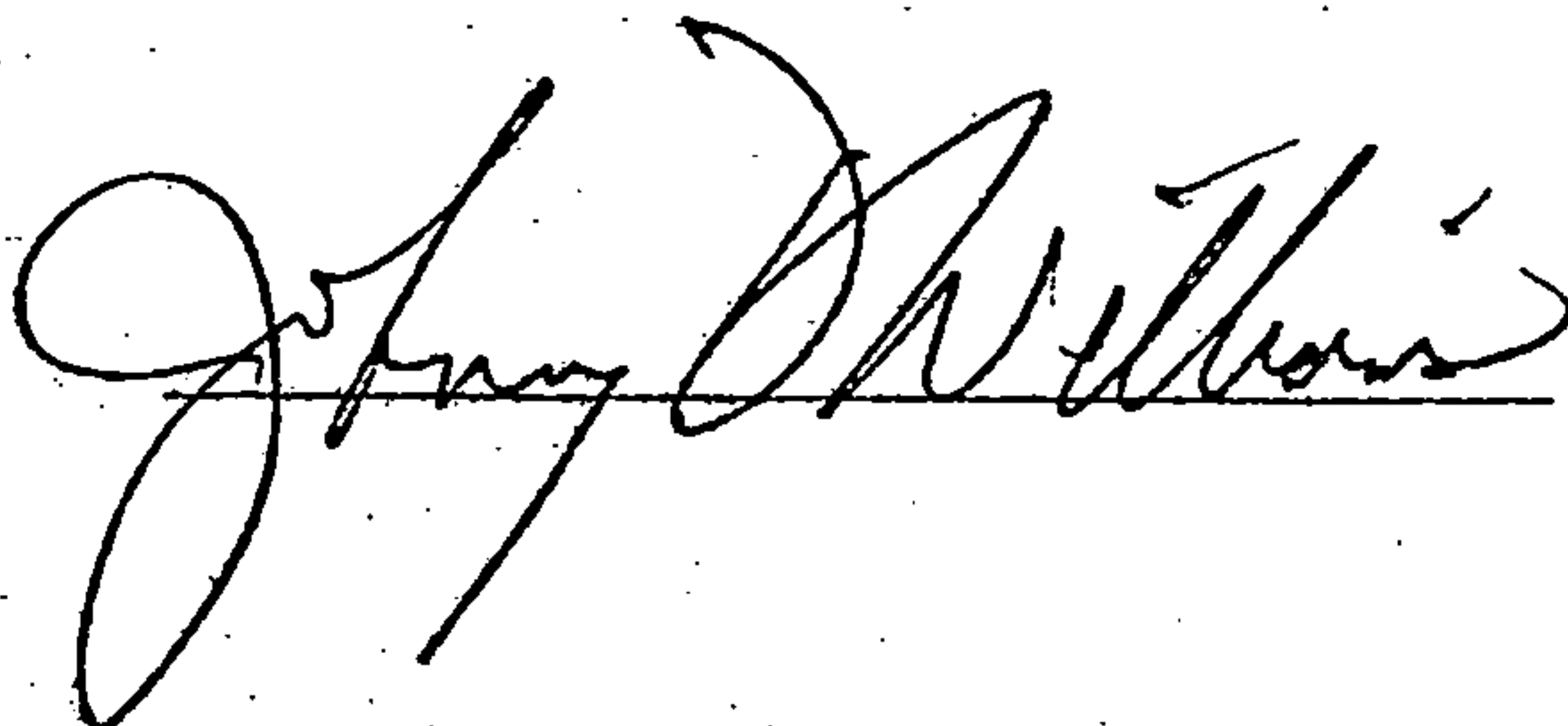
ALABAMA POWER COMPANY, Licensor

By   
Manager, Land Management  
Corporate Real Estate E.L.

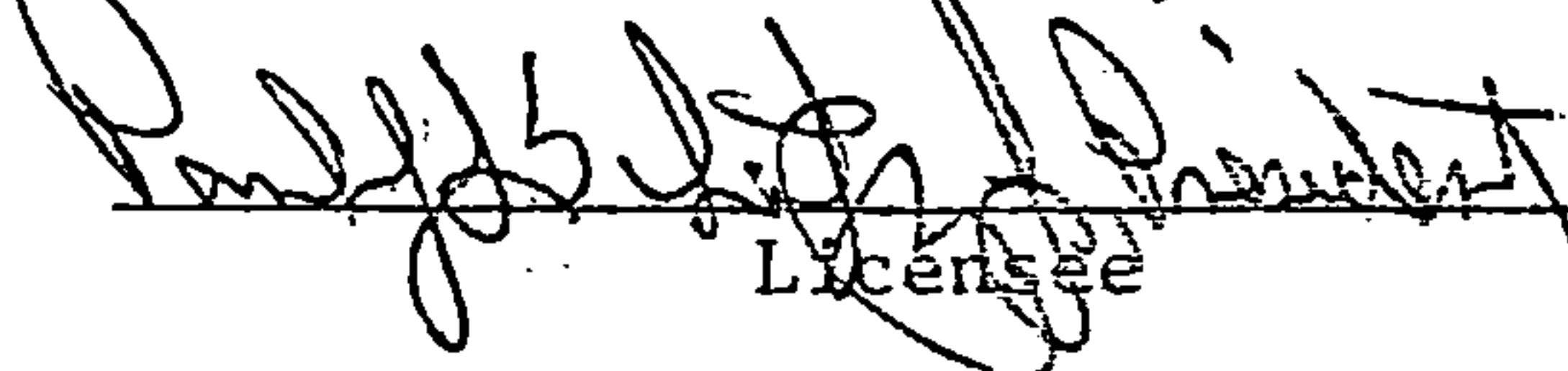
Witness:



Witness:



IAN SAN PRECISION HOMES, INC.

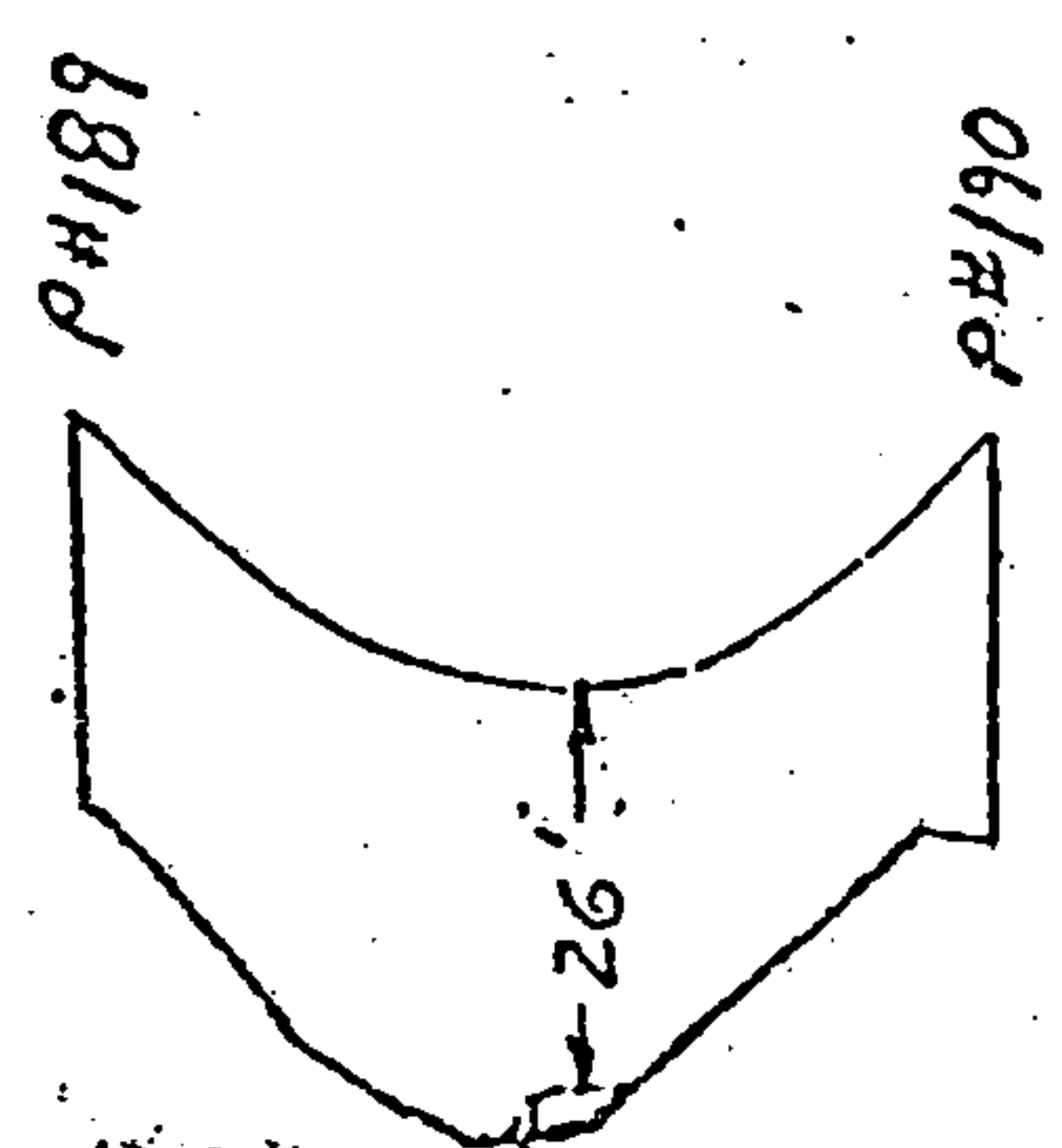
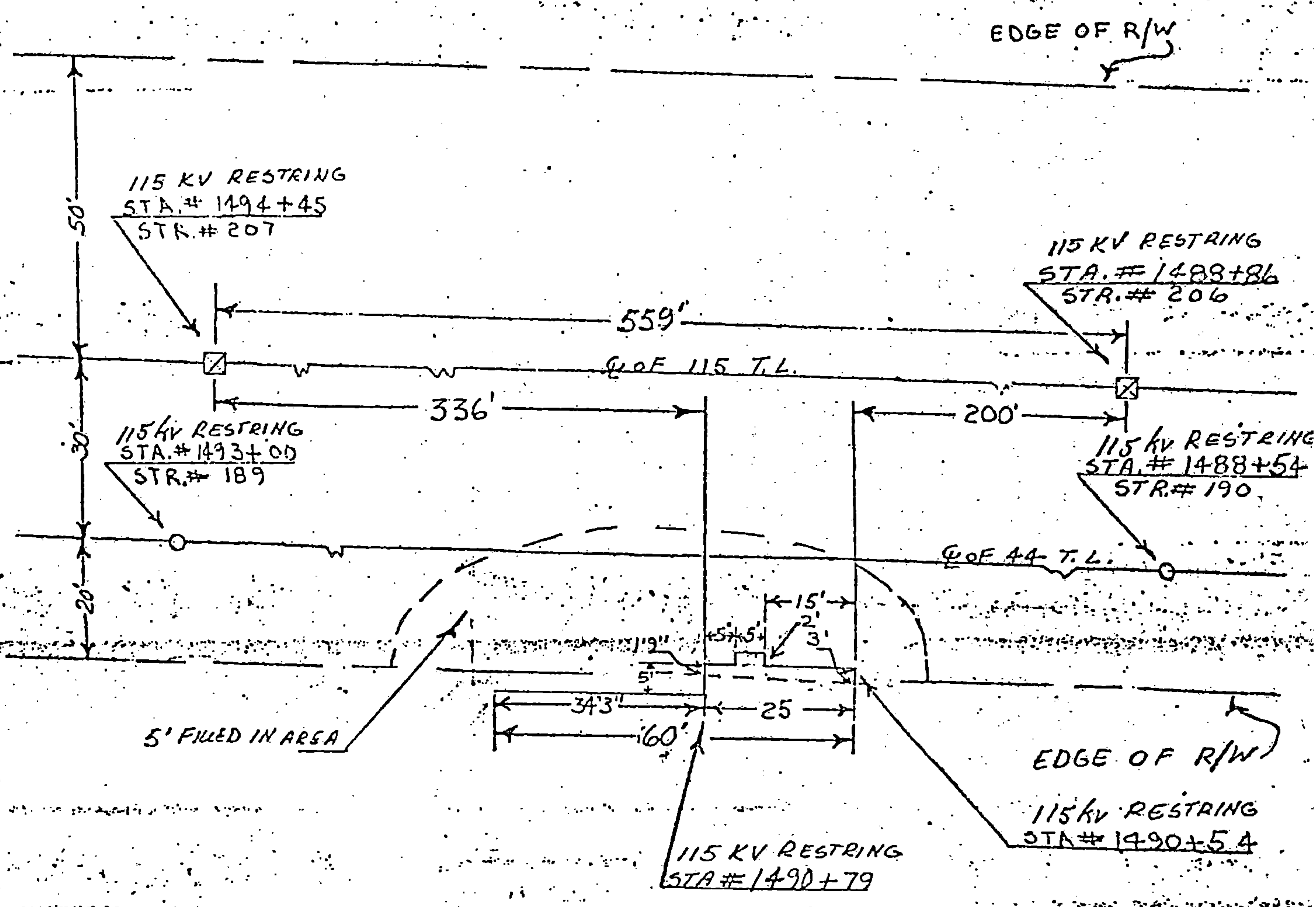
 (L.S.)  
Licensee



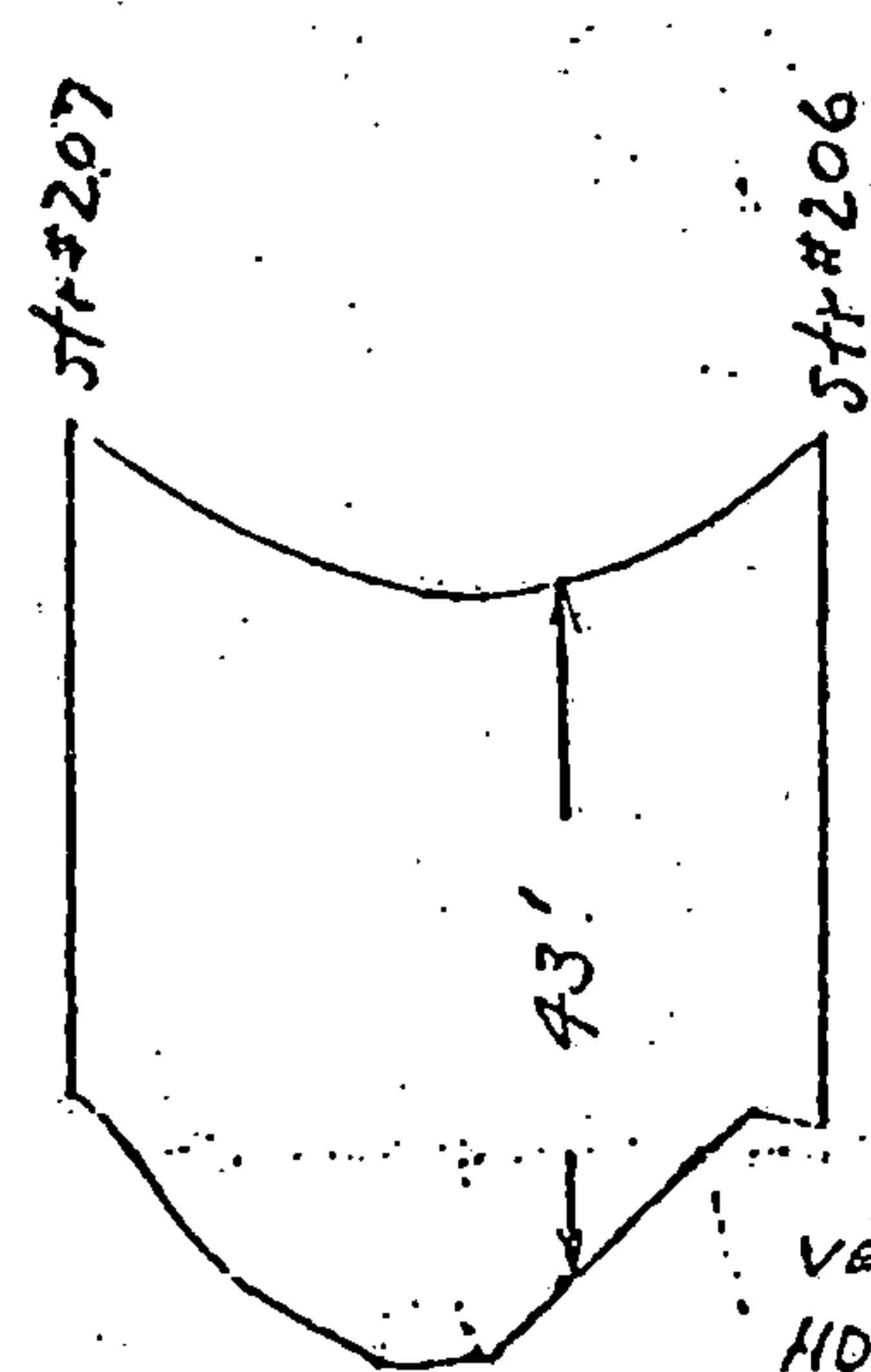
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A-

SHELBY CO. SW 1/4 OF SE 1/4  
SEC. 26 T-20-S R-3-W  
PARCEL NO. 2611, 825015  
MAP NO. AX-193848  
SH. 5



VER. 1"=40' LOWEST COND.  
HOR. 1"=400' @ 120°  
44 KV T.L.



VER. 1"=40' LOWEST COND.  
HOR. 1"=400' @ 212°  
115 KV T.L.

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DR. K. JOHNSTINE	NO.	DATE	REVISION	ALABAMA POWER COMPANY	
TR.	1	2/14/79	FOUNDATION SLAB	SUBJECT <u>BESS-LAY DAM 115KV T.L. R/W</u>	
CK.				DETAIL <u>Scott Long Realty Encroachment</u>	
APP. <u>R. R. [Signature]</u>				SCALE <u>1"=30'</u> SH. <u>1</u> OF <u>1</u> SHEETS	
DATE <u>2/15/79</u>	SUPERSEDED			A-170.179	

STATE OF ALA. SHELBY CO.  
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CLERK

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[Signature]  
JUDGE OF PROBATE

EXHIBIT "A"

Rec. 6.00  
Ind. 1.00  
7.00