

GRANTEE'S ADDRESS
ALABAMA POWER CO.
P. O. BOX 2841
BIRMINGHAM, AL 35201
ATT: CORP. REAL ESTATE

24698

VI-5-34 Dist. 99-791-07
Gaston-Bessemer 230 KVTL
APCO to J. E. Cain & wife
Carolyn B. Cain
Shelby County

STATE OF ALABAMA)

COUNTY OF Shelby)

AGREEMENT between ALABAMA POWER COMPANY, hereinafter referred to as Licensor,
and J. E. Cain and wife, Carolyn B. Cain
hereinafter referred to as Licensee.

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Shelby Cnty Judge of Probate, AL
08/03/1981 12:00:00 AM FILED/CERT

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 deed executed by Julius E. Cain
and wife, Carolyn B. Cain of date August 31, 1965, which is
recorded in the office of the Judge of Probate of Shelby County, Alabama, in
Volume 240 at Page 607, 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

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 con-
nection with the exercise of such easements;

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.

Powell

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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.

The Licensee agrees and covenants to release, indemnify and to hold harmless the Licensor and the Licensor's agents, servants, or employees from any and all claims, damages, suits or actions of any character for damages to property and for injury or death to persons arising out of, related to, or in any way associated or connected with or growing out of any use by the Licensee of that portion of the Licensor's easement affected by the encroachment, the subject of this instrument, in whatever manner the same may be caused, or whether or not the same be caused, occasioned or contributed to by the negligence, sole or concurrent, of the Licensor, or its agents, servants or employees. Such said release, indemnity and hold harmless agreement shall apply to all persons and shall specifically apply for any claims, damages, injuries, suits or actions of any character for injuries or damages suffered by the Licensee, any member of his family, his employees, his tenants, his guests, his licensees, or any other persons, firms or entities whomsoever, based upon any injury to person or persons or property resulting from or growing out of any use by the Licensor of that portion of its easement affected by the encroachment made the subject of this agreement.

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, or (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.

Licensee also agrees and covenants to remove and keep removed all trees and growth on the downstream side of the dam prior to such growth reaching twenty-five (25) feet in height.

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Notice herein referred to shall be deemed to be given by Licensor if the same is in writing and addressed to the Licensee at Wilsonville, 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.

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 9th day of July, 1981.

Witness as to Licensor:

ALABAMA POWER COMPANY, Licensor

E. Denise Barnett

By

[Signature]

Manager, Land Management
Corporate Real Estate

Witness as to Licensee:

Walter Reese, Jr.

J. E. Cain

Licensee

Witness as to Licensee:

Walter Reese, Jr.

Carolyn B. Cain

Licensee

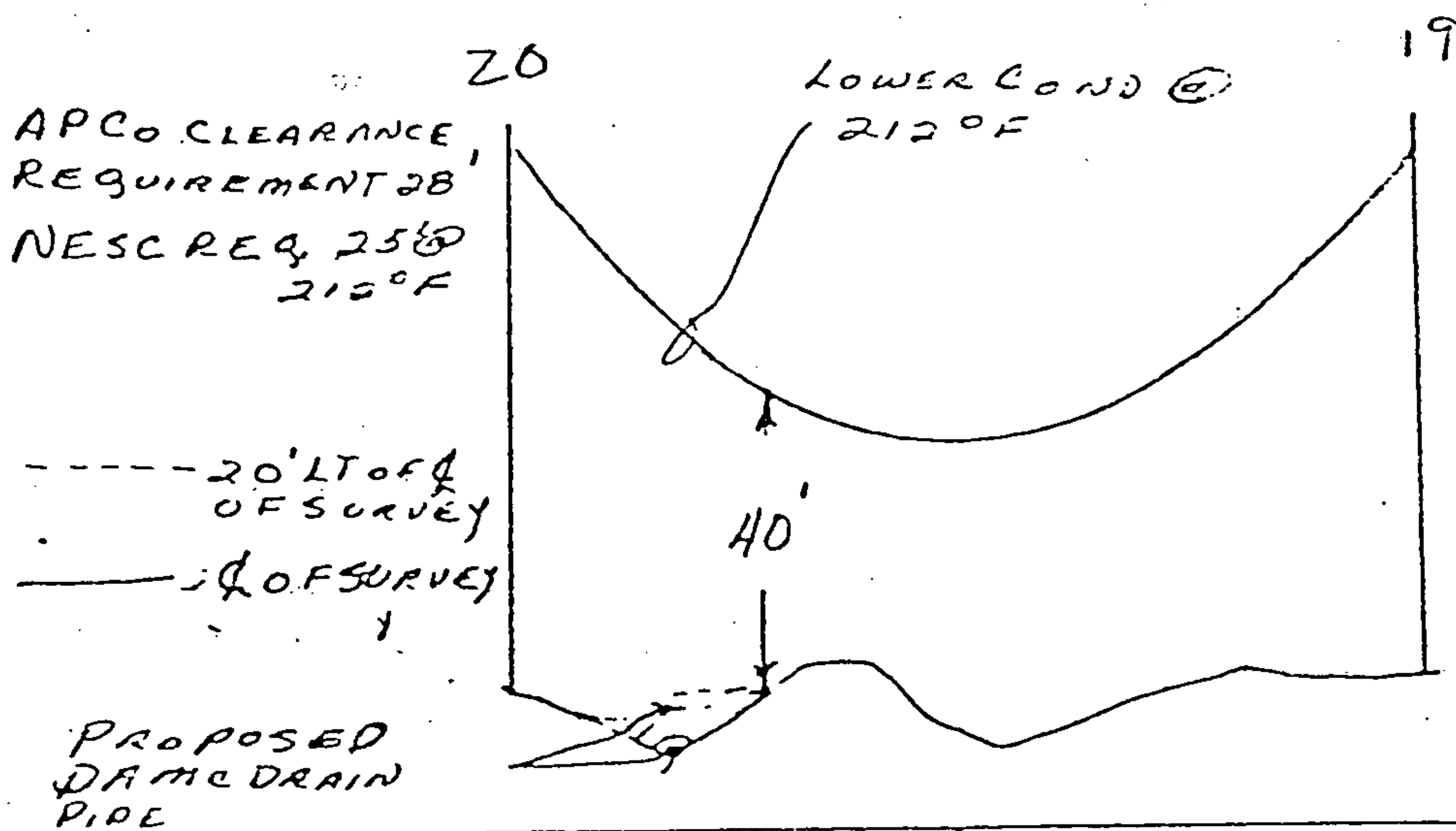
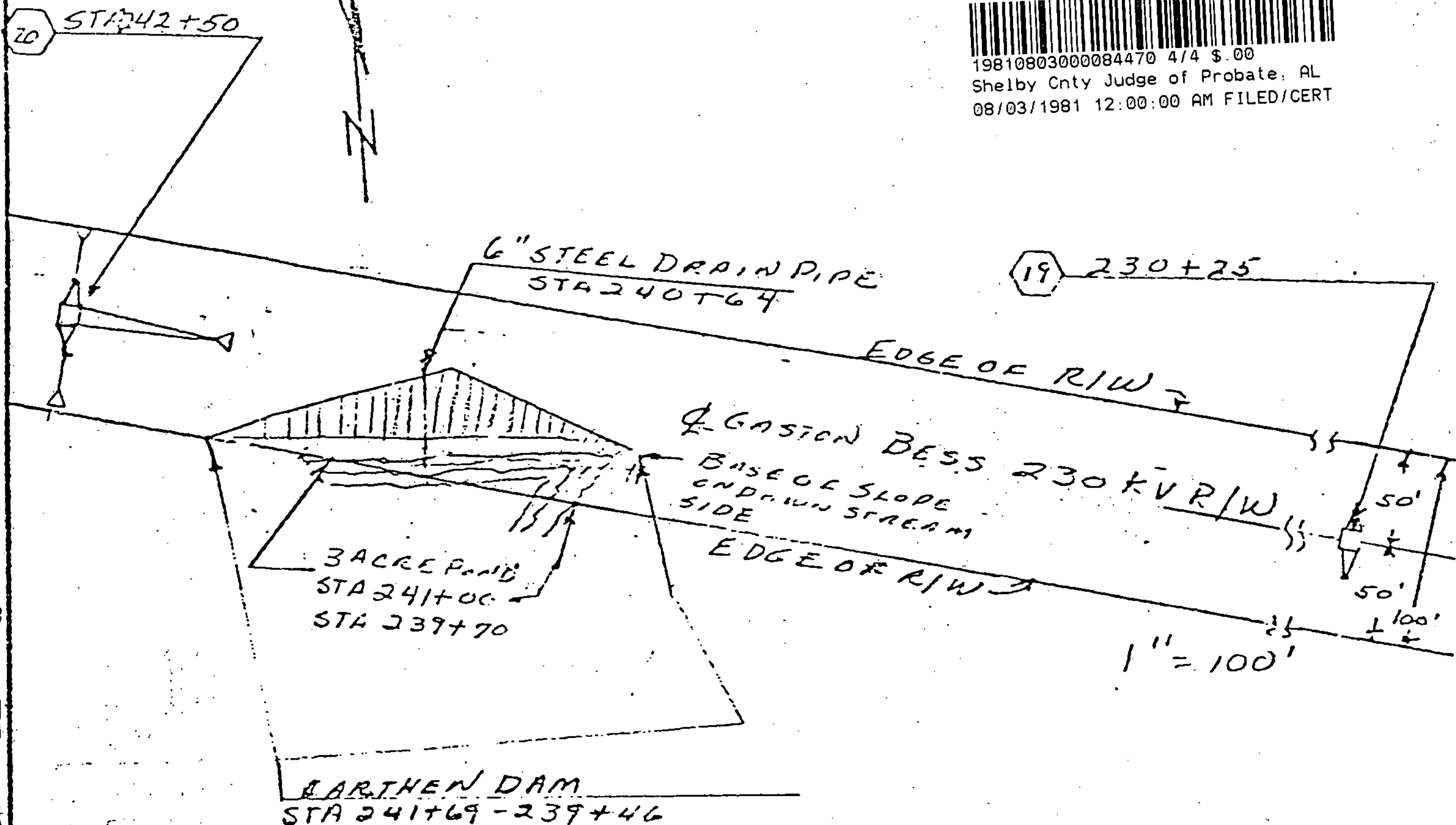


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SHELBY COUNTY
 NE 1/4 OF NE 1/4 OF SEC 33
 E NW 1/4 OF NW 1/4 OF SEC 34
 T-205 R 1 E
 PARCEL 234475
 PROPERTY MAP AX-14491 SH3

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DR. <u>EX 7</u>	NO.	DATE	REVISION	ALABAMA POWER COMPANY	
TR.				SUBJECT <u>GASTON BESSEMER 230KV T.L.</u>	
CK.				DETAIL <u>J. E. CAIN FARM POND DAM</u>	
APP. <u>R. R. [Signature]</u>				INSTALLATION	
DATE <u>6-25-81</u>	SUPERSEDES			SCALE <u>AS NOTED</u> SH. <u>1</u> OF <u>1</u> SHEETS	<u>A-190-315</u>

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

1981 AUG -3 PM 2:02

Thomas A. [Signature]
 JUDGE OF PROBATE

EXHIBIT "A"

Rec. 600
 100
 700