

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

AGREEMENT between ALABAMA POWER COMPANY, hereinafter referred to as
Licensor, and *Benny Davis*
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, such easement
being particularly described in that certain deed executed by Mrs.

AL Marie L. Verchot on February 25, 1926 ,
which is recorded in the Office of the Judge of Probate of Shelby County,
Alabama, in Volume 80 , at Page 220 , 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: An existing
shed as shown on Exhibit "A" attached hereto and made a part hereof;

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

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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.

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 Licensee 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 Licensee will, within sixty (60) days from the date of a written notice given Licensee 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 Columbiana, 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 as agent for Licensee, 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 in such event, Licensee will reimburse Licensor for the reasonable removal expenses incurred thereby promptly upon bill being rendered for the same. In the event such sum is not so paid within thirty days thereafter, it shall bear interest until paid at the then prime rate.

All the undertakings and covenants contained herein are to be construed as covenants which run with the land and shall be binding upon and enforceable against the respective successors, heirs or 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 29th day of March, 1982.

ALABAMA POWER COMPANY, Licensor

Witness:

Denise Barnett

Witness:

By

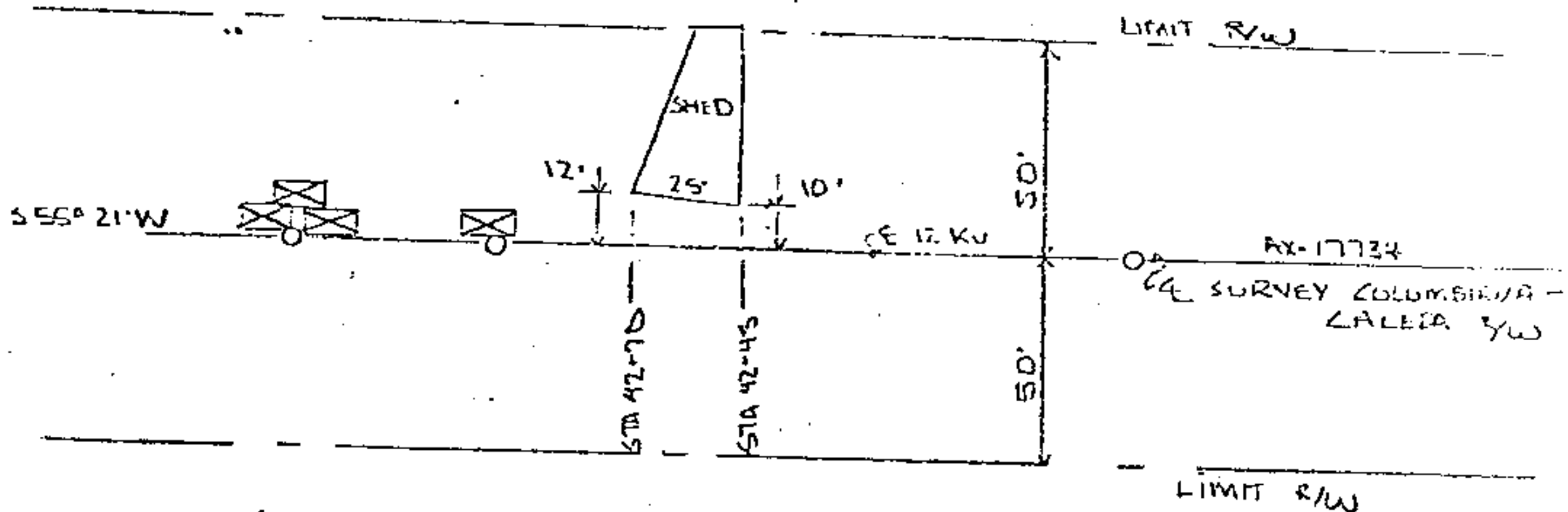
[Signature]
Manager, Land Management

Berry Dany
Licensee

(L.S.)

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SHELBY COUNTY
T-21-S R-1-W
SECTION 26



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PARCEL # 4960
PROPERTY MAP AX-17734

DR. APPLIST	NO.	DATE	REVISION	ALABAMA POWER COMPANY	
TR.				SUBJECT CALERA-COLUMBIANA R/W	
CK.				DETAIL SUB-TEPA RENTALS & LIQUIDATORS	
APP.				ENCLOSURE LIST	
DATE 12-21-81	SUPERSEDED			SCALE 1"=50'	SH. 1 OF 1 SHEETS
					A-490704

EXHIBIT "A"

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, Walter Reese, Jr., a Notary Public in and for said County in said State, hereby certify that Benny Davis, a single man whose name is signed to the foregoing instrument, and who is known to me, swore before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily.

Given under my hand and official seal, this the 19th day of March, 1982.

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Walter Reese, Jr.
Notary Public
Jefferson County, Alabama
My Comm. Expires 12/31/84

Walter Reese, Jr.
Notary Public



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

1982 APR 27 AM 10:51

F. Thomas A. Snowdon, Jr.
JUDGE OF PROBATE

Deed .50

Rec. 7.50

Sub. 1.00

9.00