

STATE OF ALABAMA)
)
 COUNTY OF SHELBY)

419

VI-4-4 reports LMNO-VI
 99-791-07 Lay Dam-Besse-
 mer 115 KVTL (Lock 12-
 B'Ham TL) APCO to Michael
 E. Ford DMD, Shelby Co., A

AGREEMENT between ALABAMA POWER COMPANY, hereinafter referred to as
 Licensor, and MICHAEL E. FORD, D.M.D.
 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 those certain deeds shown on Exhibit "B"
 attached hereto and made a part hereof,

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
 sign 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 Calera, 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

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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 31st day of October, 1983.

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Witness:

Denise Barnett

Witness:

By [Signature]

ALABAMA POWER COMPANY, Licensor

By

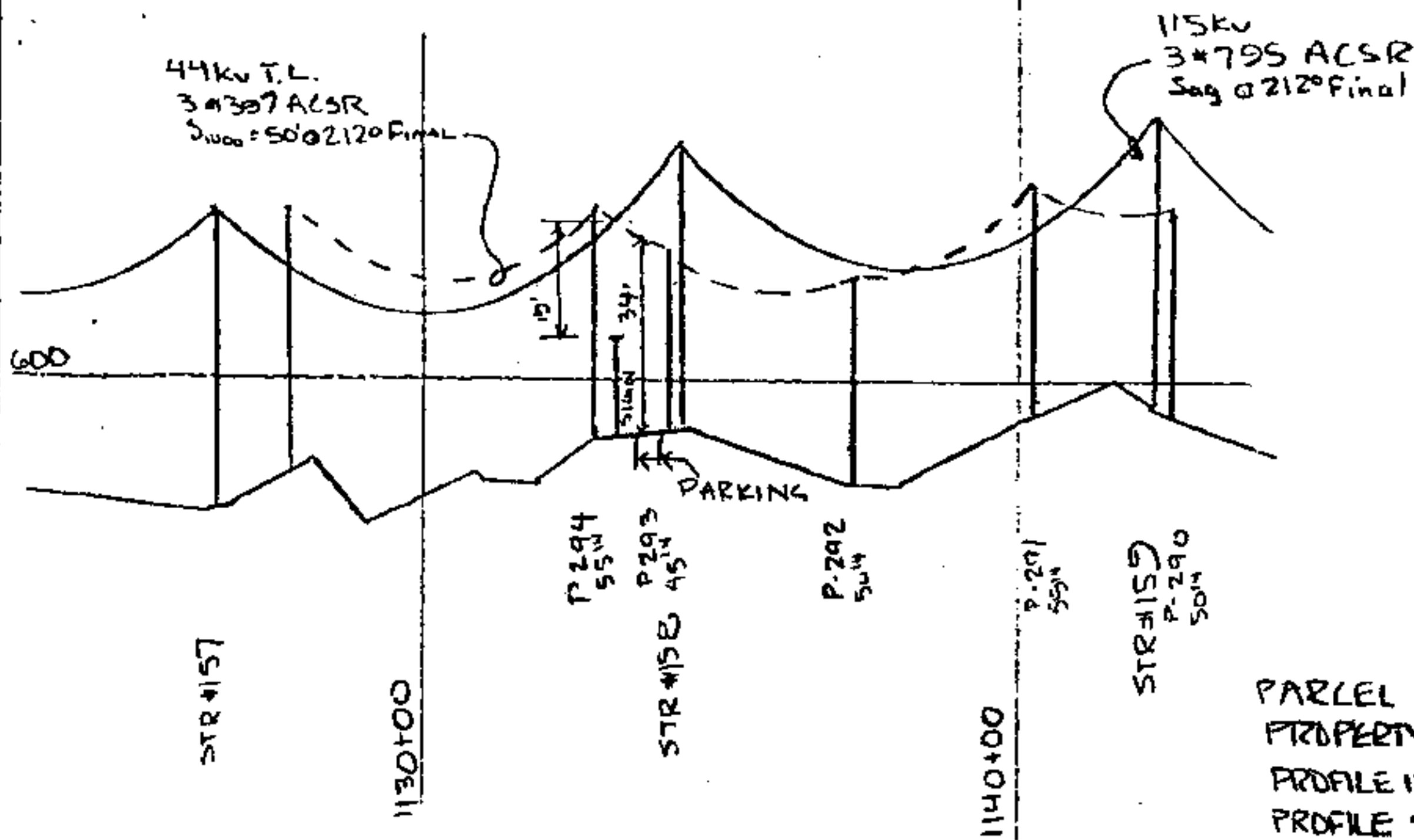
[Signature]
Manager, Land Management

SHELBY DENTURE CLINIC, Licensee

By

Its

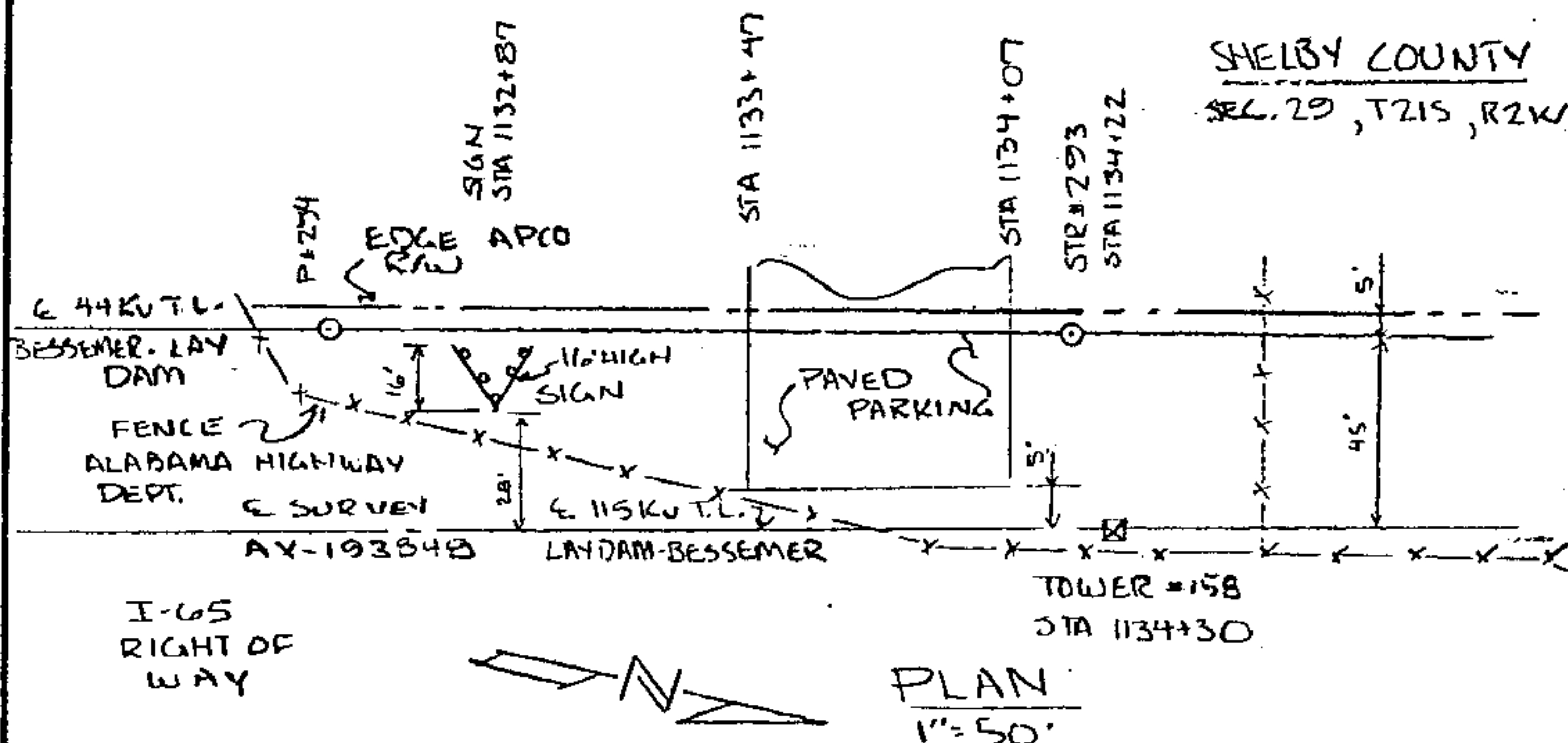
Michael E. Ford
Owner



PARCEL #349-A
PROPERTY MAP AX-19384B
PROFILE 115KV C-19384D
PROFILE 44KV C-4077

PROFILE

1" = 400' H
1" = 40' V



DR. APPLEBY	NO.	DATE	REVISION	ALABAMA POWER COMPANY		
TR.						
CK.						
APP.						
DATE 2-4-83	SUPERSEDES			SCALE AS SHOWN	SH. 1 OF 1 SHEETS	A-490-764

SUBJECT LAY DAM-BESSEMER 115KV T.L.
DETAIL SHELBY DENTURE CLINIC ENCROACHMENT

EXHIBIT "A"

1. By instrument from J. B. Adams and his wife, Chloe L. Adams, dated March 23, 1915, which is recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Volume 07, Page 373.

- W*
2. Condemnation Proceedings style of case Alabama Power Company vs. A. J. Krebs, et.al. which is recorded in the Office of the Judge of Probate of Shelby County, Alabama.

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RECORDED ALA. SHELBY CO.
JAN 10 1984

1984 JAN 10 PM 1:07

Thomas P. Shores, Jr.
JUDGE OF PROBATE

Deed TAX.50
Rec 7.50
Jud 1.00

9.00

EXHIBIT "B"