

STATE OF ALABAMA)
SHELBY COUNTY)

420

450570

VI-4-4 Reports LMNO-VI 99-791-07
Lay Dam-Bessemer 115 KVTL (Lock 12-B'Ha
TL) APCO to Michael E. Ford DMD
Shelby County, AL

THIS AGREEMENT, made and entered into between ALABAMA POWER
COMPANY, a corporation (hereinafter referred to as Licensor), and
MICHAEL E. FORD, D.M.D.

(hereinafter referred to as Licensee);

WITNESSETH:

WHEREAS, Licensor has acquired and is the owner of an
easement or right of way which embraces, among other rights, the right
to construct, operate and maintain electric transmission lines and all
telegraph and telephone lines, towers, poles and appliances necessary
or convenient in connection therewith upon, under, over and across a
strip of land 100 in width, which strip is a part of a tract of
land situated in Shelby County, Alabama, and is particularly
described in those certain deeds or easements shown on Exhibit "B",
attached hereto and made a part hereof.

Reference is
hereby expressly made to such record for a particular description of such
easement or right of way; and

WHEREAS, Licensee recognizes that Licensor has heretofore
constructed and is presently operating and maintaining electric trans-
mission lines, towers, poles, appliances and fixtures on such easement
and has the right and authority under that certain deed referred to above
to construct, operate and maintain electric transmission lines and all
telegraph and telephone lines, towers, poles and appliances necessary or
convenient in connection therewith; 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 as a driveway and parking area,
as shown on Exhibit "A",
attached hereto and made a part hereof, such driveway and parking area
being hereinafter sometimes called the Encroachment; and

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Sam

WHEREAS, the continued maintenance of such Encroachment does and will benefit Licensee in the use of the tract of land of which such strip of land is a part and will inconvenience, burden and interfere with Licensor in the exercise of its rights in and to such easement and will increase the risks imposed upon it in connection with the exercise of such rights in and to such easement;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and in further consideration of the sum of One Dollar (\$1.00) in hand paid by the Licensee to the Licensor, the receipt whereof is hereby acknowledged, it is hereby agreed and covenanted between the parties hereto as follows:

1. Licensor hereby expressly consents to Licensee's maintenance of such Encroachment upon said strip of land, subject to the terms of this agreement.

2. Licensee will secure and maintain at its expense, a policy of public liability insurance in a form acceptable to Licensor and in a corporation which is qualified to do business in the State of Alabama and which is acceptable to Licensor, which policy shall insure Licensor against and hold it harmless from any and all liability which Licensor may incur as the result of any personal injuries, death to persons or damage to or destruction of property, whenever occurring, suffered or allegedly suffered by Licensee, its employees, tenants, invitees, licensees, or any other persons whomsoever, based upon or growing out of the ownership, use or occupancy of said strip of land or the construction, operation or maintenance of such electrical facilities on said strip of land by Licensor, caused, occasioned, or contributed to by the negligence of Licensee, its agents, servants, employees, tenants, invitees, licensees, or any other persons whomsoever, and even though caused, occasioned or contributed to by the negligence, sole or concurrent, of the Licensor, its agents, servants or employees. Such policy shall provide coverage to Licensor by naming Alabama Power Company as an additional assured against risk of such liability in the amount no less than One Million Dollars (\$1,000,000.00) for each occurrence, personal injury or injuries, death to persons and/or damage to or destruction of property or properties, and shall contain a

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provision that such policy will not be terminated as to Licensor until Licensor shall have been given at least ninety (90) days notice in writing of the date on which such policy will be terminated. Licensee will furnish Licensor with either a certified copy of such policy or other sufficient evidence thereof within thirty (30) days after the execution of this agreement and on each subsequent renewal date of such policy.

3. Licensee agrees and covenants that neither by the occupancy of such portions of said strip of land with such Encroachment, nor in any other way, has it claimed or is it 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 on said strip of land is with the recognition of the superior easement of Licensor, including the right of Licensor to place additional facilities hereafter on such strip of land.

4. Licensee agrees that in the use of said easement as designated herein or in any other manner, it will not in any way cause the transmission lines, telegraph and telephone lines, or any other structures or electrical equipment of Licensor now or hereafter located on such strip of land to become or remain in violation of the requirements of the National Electrical Safety Code as to clearances between electrical conductors and ways accessible to pedestrians and vehicles. The said National Electrical Safety Code herein referred to is more specifically described as "Installation and Maintenance of Electric Supply and Communication Lines, Safety Rules and Discussion," as published by the United States Department of Commerce, National Bureau of Standards, Handbook H-81, and amendments thereto or revisions thereof as made from time to time.

5. Licensee agrees that in the event Licensor notifies it in writing that said Encroachment, or any part thereof, on said easement must be removed from said easement to permit Licensor's construction, operation or maintenance of electric transmission lines, telegraph or telephone lines, or other structures and facilities on such easement, Licensee, in such event, will immediately cause all said Encroachment, or designated parts thereof, on such strip of land to be removed therefrom for a period of time requested

by Licensor in order to enable Licensor to perform construction or maintenance work on such easement.

6. Licensee further agrees and covenants that it will construct and maintain at its own expense and in a manner satisfactory to and approved by Licensor, a concrete curb, barricade, fender or other adequate protective structure around each tower, pole, guy wire, or other work now existing on said easement within or enclosed by the present boundaries of the property owned by Licensee

and each tower, pole or other work which Licensor may construct in the future on such strip of land within said boundaries in order to protect the same against damage from vehicles driven or parked thereon.

7. Licensee further agrees and covenants that it will, within sixty (60) days from the date of Licensor's written notice to it, permanently remove such encroachment, or designated parts thereof, from such strip of land. In the event such written notice requests permanent removal of all of such Encroachment, this agreement shall be considered canceled and terminated when said removal is properly completed within said sixty (60) day period. In the event Licensee shall fail, within sixty (60) days after such notice is so mailed, to remove such Encroachment, or designated parts thereof, Licensor is hereby given the express privilege, power and authority to remove the same or any part thereof, to the property of Licensee outside Licensor's easement or right of way without incurring any liability to Licensee on account of any loss thereby sustained, including any liability for failure to maintain lateral support or liability for damage to the remainder of Licensee's property resulting from such removal even though Licensor is deemed negligent in such removal.

Licensee agrees and covenants that it will in such event promptly reimburse Licensor for the reasonable expense incurred in said removal.

8. Licensee agrees and covenants upon Licensor's request to give to Licensor, its agents, servants or employees, a full and complete release, satisfaction and discharge of all claims which it may have against Licensor, its agents, servants or employees, arising out of or resulting from any use by Licensor of that portion of its easement over

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and across said lands of Licensee, or any damage to Licensee's property, real and/or personal, caused during the removal authorized above in Paragraph 7, and to pay or cause to be paid all costs and expenses incurred by Licensor, its agents, servants or employees, in the repair of its facilities and expenses and attorney's fee incurred in defending any action which may be brought against Licensor, its agents, servants or employees, by reason of the matters contained herein.

9. Licensee agrees and covenants that: (1) in the use of said easement or right of way of Licensor, no flammable material, liquid or solid, will be stored or used on said easement or right of way; (2) any use of Licensor's easement or right of way not expressly agreed to herein is prohibited; (3) it will reimburse Licensor for the cost of any relocations or revisions of electrical facilities necessitated by the Encroachment; (4) no building of metal construction or otherwise, will be situated or maintained on any part of Licensor's easement or right of way; (5) no vehicles permitted to be parked on Licensor's easement or right of way will be over twelve and one-half feet (12 1/2') in height. No lighting standards will be installed on Licensor's easement or right of way.

10. 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.

11. It is understood and agreed between the parties hereto that all the undertakings and covenants herein are to be construed and intended as covenants which run with the land and are to be binding upon, enforceable against, and inure to the benefit of the parties hereto, their executors, administrators, successors and assigns.

12. Wherever in this agreement the term Licensor or Licensee is used, such term shall be deemed to include their respective executors, administrators, successors or assigns.

IN WITNESS WHEREOF, the parties hereto have executed this instrument and
affixed their seals on this the 31st day of October
, 19 83 .

ALABAMA POWER COMPANY, Licensor

ATTEST:

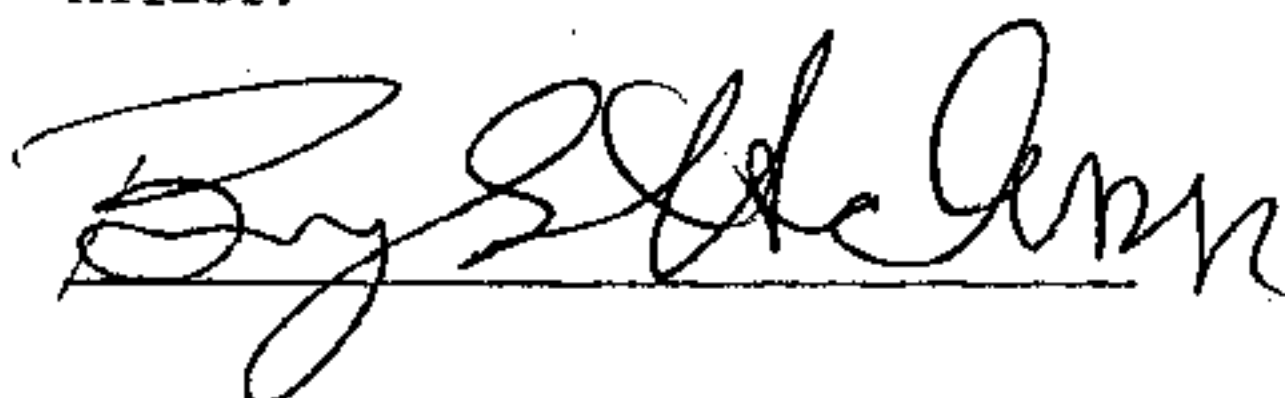
By 
Vice President


Secretary


SHELBY DENTURE CLINIC, Licensee

ATTEST:

By 
Its Officer



APPROVED AS
TO TERMS AND
DESCRIPTION

By 
LAND MANAGEMENT MANAGER
CORPORATE REAL ESTATE
WHL

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STATE OF _____)

COUNTY OF _____)

I, _____, a Notary Public, in and for said County, in said State, hereby certify that _____, whose name as _____ of _____, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the _____ day of _____, 19 _____.

Notary Public

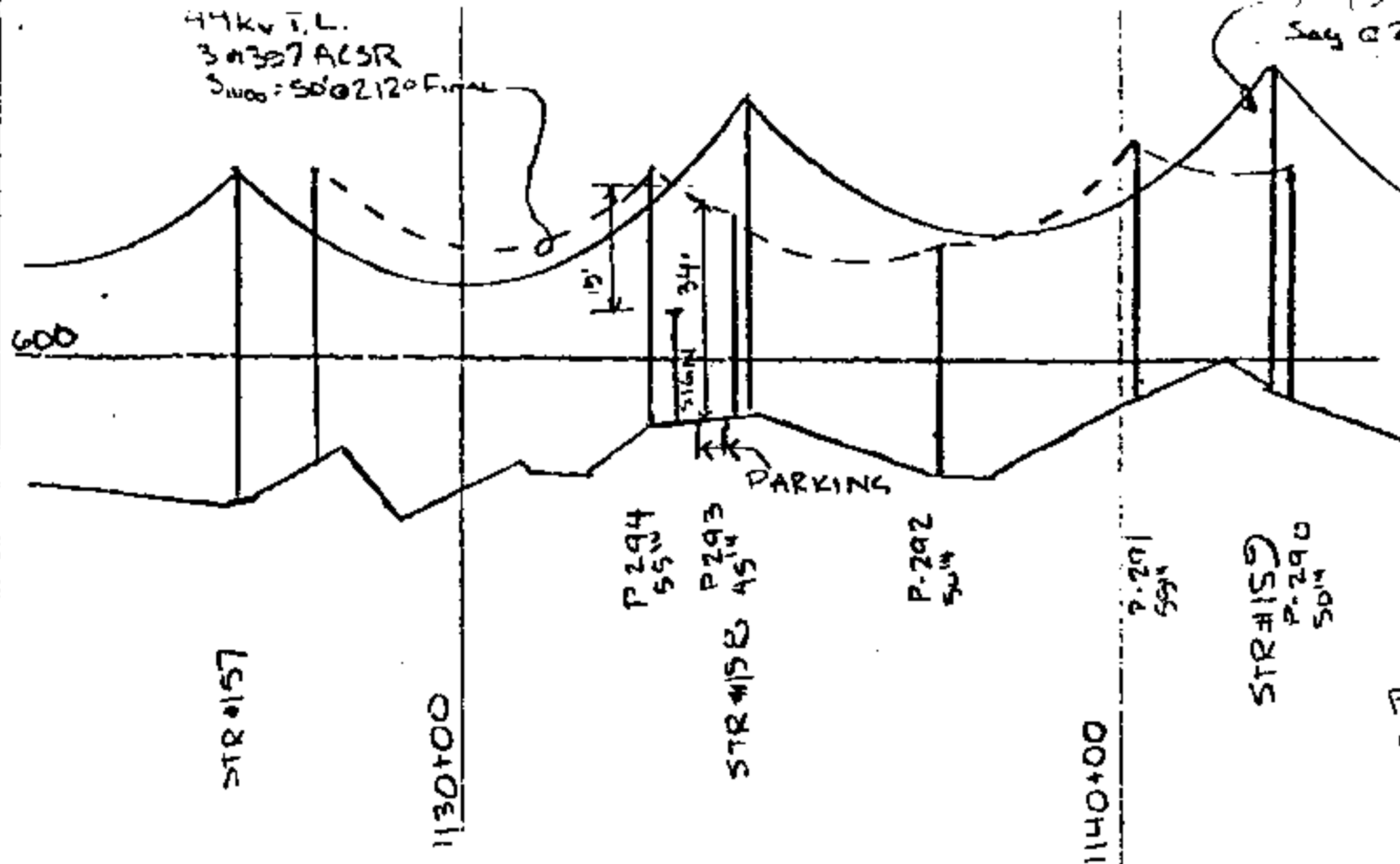
STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Walter Reese, Jr., a Notary Public, in and for said County, in said State, hereby certify that Ollie D. Smith, whose name as Vice President of ALABAMA POWER COMPANY, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

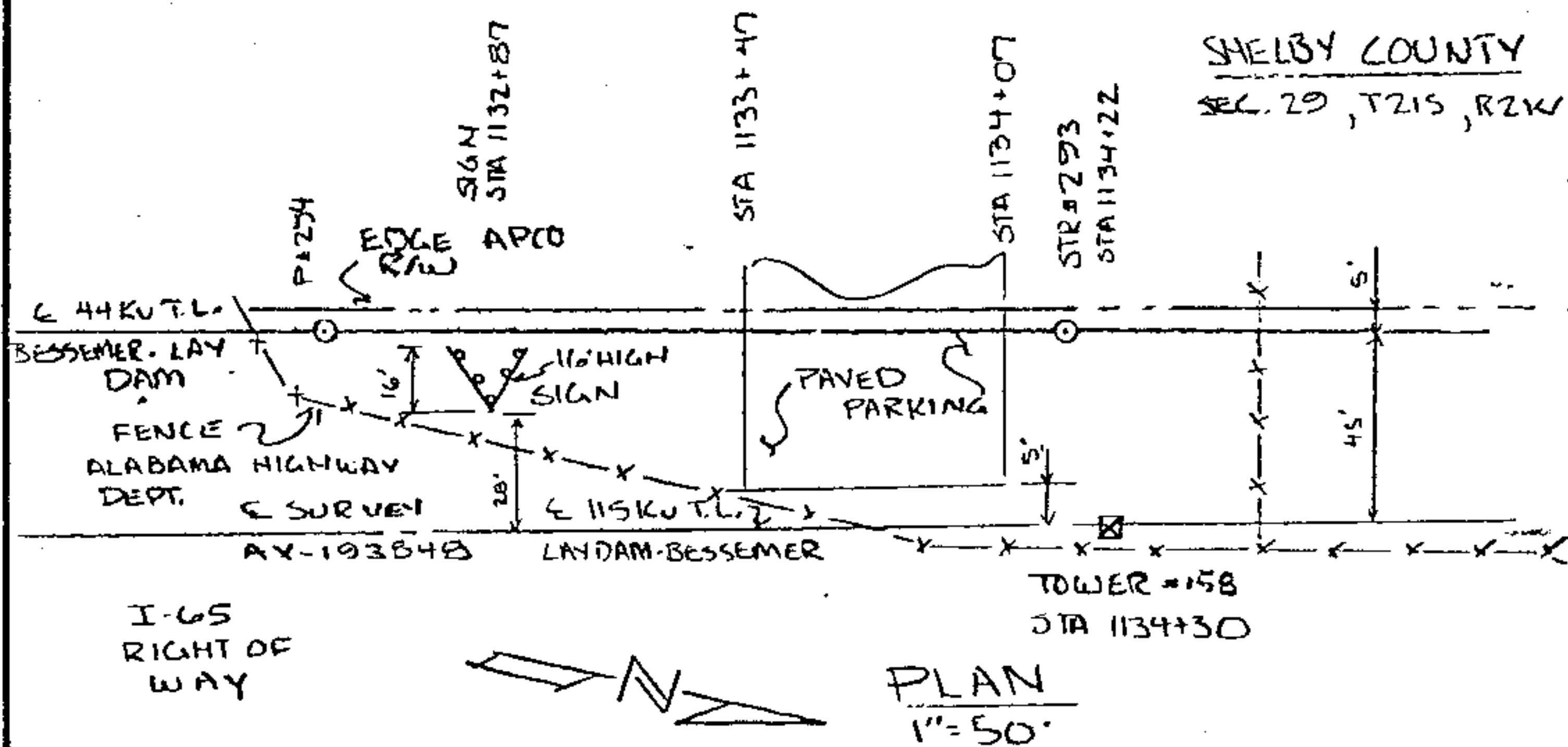
Given under my hand and official seal this the 31st day of October, 19 83.

Walter Reese, Jr.
Notary Public



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

PROFILE

$$1" = 4100' H$$
$$1'' = 40 \text{ V}$$


DR. <u>APPLEBY</u>	NO.	DATE	REVISION	ALABAMA POWER COMPANY	
TR.				SUBJECT <u>LAV DAM-BESSEMER 115kv T.L.</u>	
CK.				DETAIL <u>SHELBY DENTURE CLINIC ENCRDACHMENT</u>	
APP.					
DATE <u>2-4-83</u>	SUPERSEDES _____			SCALE <u>As Shown</u>	SHEET <u>1</u> OF <u>1</u> SHEETS
				<u>A-490-764</u>	

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.

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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.

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

1984 JAN 10 PM 1:11

Thomas A. Lawrence, Jr.
JUDGE OF PROBATE

Deed TAX .50
Rec 13.50
Jud 1.00

15.00

EXHIBIT "B"