

STATE OF ALABAMA       )  
                                  877  
COUNTY OF SHELBY       )

AGREEMENT between ALABAMA POWER COMPANY, hereinafter referred to as Licensors, and Leonard D. Griffin hereinafter referred to as Licensee.

WHEREAS, Licensors 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 condemnation proceedings Style of Case APCo v.

A. J. Kribs, et al (Par. 11) , 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, Licensors 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 chain link fence with an electrified top, fill dirt and deck stairs 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 Licensors in the exercise of such easement and restricts the uses which Licensors 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 Licensors 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:

BOOK 167 PAGE 442

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.

Licensor 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 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 1208 Bunting Drive, Alabaster, AL 35007 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.

BOOK 167 PAGE 443

Licensee further agrees to plainly mark the electrified fence with appropriate signs to prevent inadvertent contact.

All the undertakings and covenants contained herein are to be construed as covenants which run with the land and shall be binding upon an 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 11th day of August, 1987.

Witness:

Halter Reese, Jr.

ALABAMA POWER COMPANY, Licensor

By [Signature]  
Manager, Corporate Real Estate

Witness:

Barbara Hyde

By [Signature]  
Licensee

Witness:

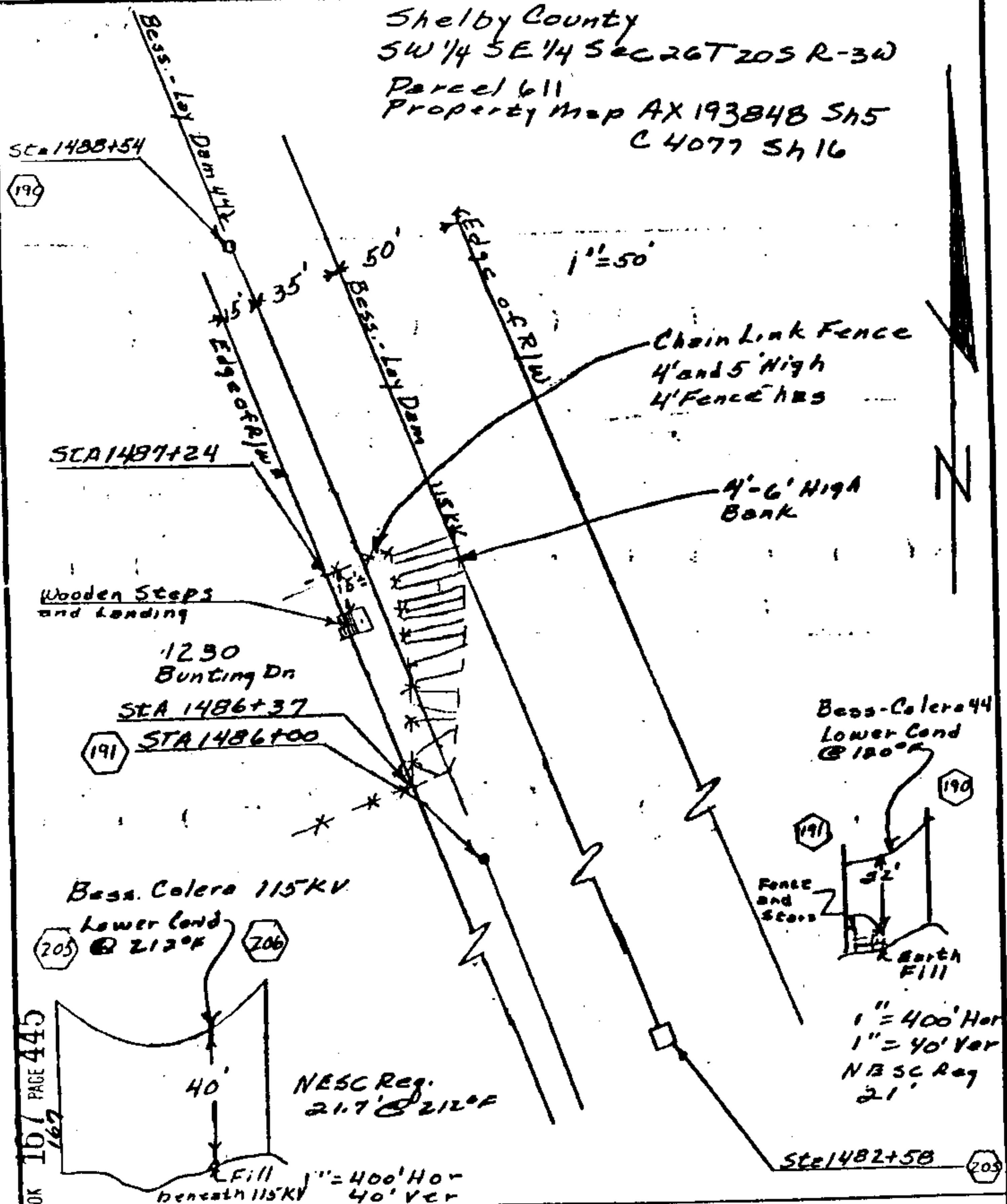
[Signature]

[Signature]  
Licensee

APPROVED AS  
TO TERMS AND  
DESCRIPTION

By [Signature]  
SUPERVISOR - TRANSMISSION  
LINE CO.

Shelby County  
 SW 1/4 SE 1/4 Sec 26 T20S R-3W  
 Parcel 611  
 Property Map AX 193848 Sh 5  
 C 4077 Sh 16



BOOK 167 PAGE 445

ALABAMA POWER COMPANY			
DR.	NO.	DATE	REVISION
TR.			
CK.			
SUBJECT <u>Lock 12 - Birmingham R/W</u>			
DETAIL <u>Fence, steps, and fill encroachment</u>			
<u>Leonard Griffin</u>			
APPROVED	SCALE <u>As Noted on 1 of 1</u> SHEETS		
DATE <u>6/23/67</u>	SUPERSEDES _____		

1. Deed Tax \$ 50  
 2. Mtg. Tax \_\_\_\_\_  
 3. Recording Fee 10.00  
 4. Indexing Fee 1.00  
 TOTAL 11.50

EXHIBIT "A"

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

88 JAN 14 AM 9:02

Thomas A. Snowden, Jr.  
 JUDGE OF PROBATE