

090-707-060

Valleydale-Inverness 115 KV T.L.

STATE OF ALABAMA )  
COUNTY OF SHELBY )

AGREEMENT between ALABAMA POWER COMPANY, hereinafter referred to as Licensor, and The City of Pelham, Alabama 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 50 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 J. R.

McGuire, a widower on July 28, 1955, which is recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Volume 175, at Page 298, 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 access road, 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 Pelham 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 16th day of December, 1987.

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Witness:

Halter Reese, Jr.

Witness:

Laura S. Huey

MY COMMISSION EXPIRES APRIL 7, 1990

ALABAMA POWER COMPANY, Licensor

By [Signature]  
Manager, Land Management

The City of Palham, Alabama, Licensee

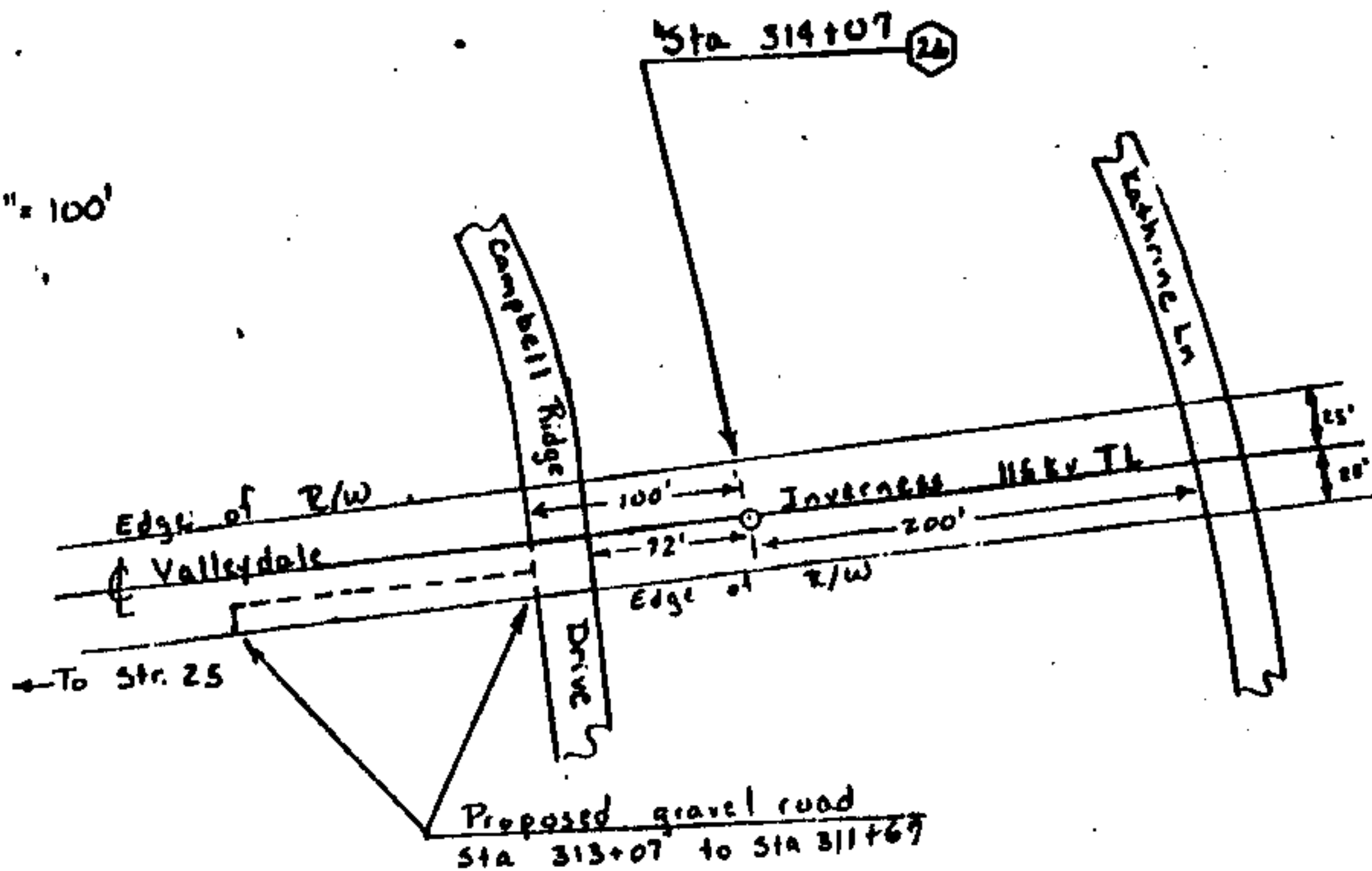
By [Signature]  
Its Director of Public Works

APPROVED AS  
TO TERMS AND  
DESCRIPTION

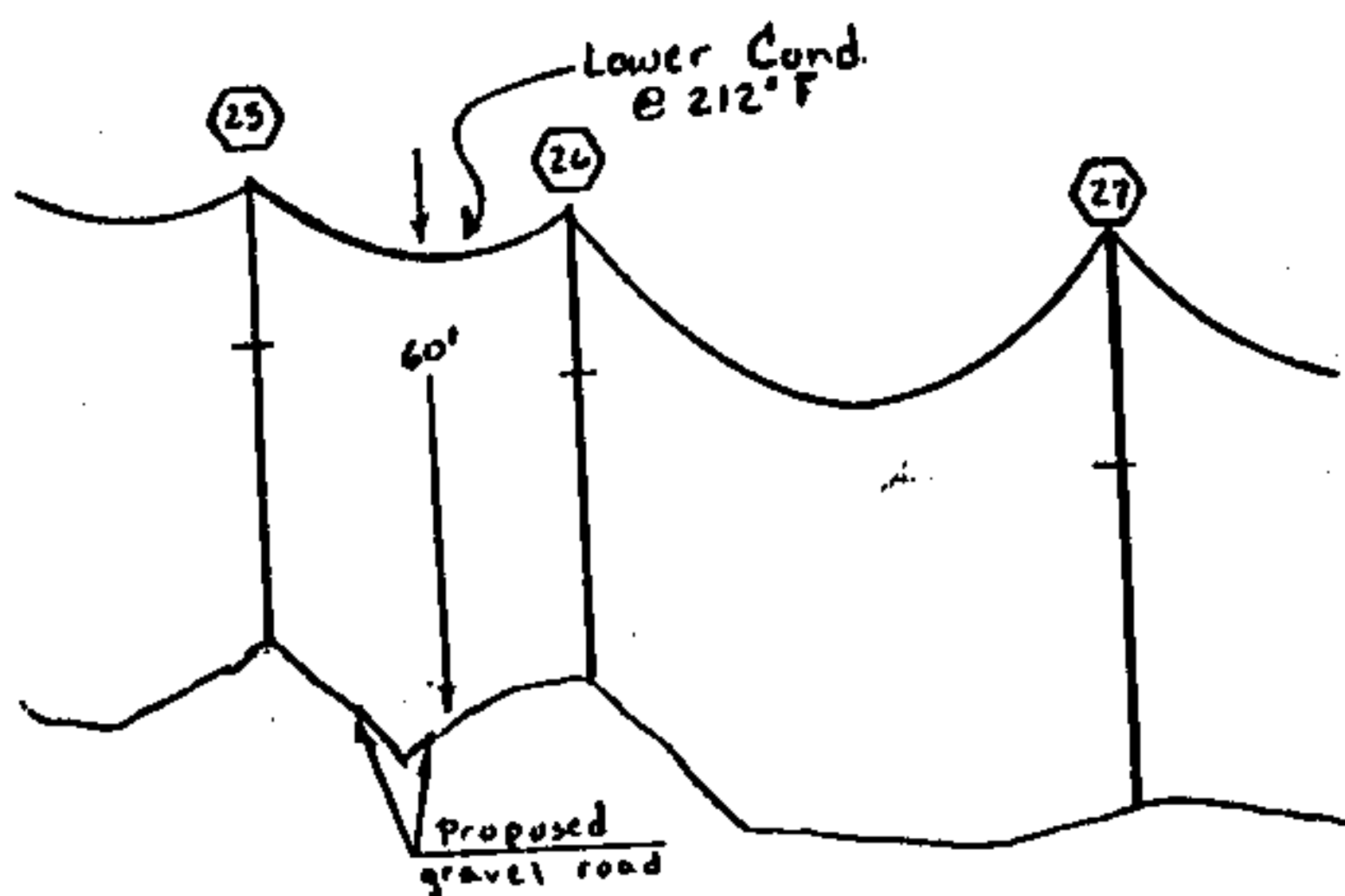
By [Signature]  
SUPERVISOR - TRANSMISSION  
LINE ACQ.

Shelby County  
 Sec 28 T 19S R 2W  
 Property Map AX-359635 Sh 3  
 Parcel # 148610

1" = 100'



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1" = 400' Hor  
 1" = 40' Ver

Ref:  
 AX-359635#3  
 " - 359635#4  
 " - 360635#2

DR.	NO.	DATE	REVISION	ALABAMA POWER COMPANY	
Y.P.				SUBJECT Valleydale - Inverness 115kv TL	
TR.				DETAIL Gravel road - City of R. H. H.	
CK.				A-190-663	
APP. R. R. H.	SUPERSEDES None			SCALE is shown on 1 of 1 SHEETS	
DATE 8-5-87					

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 OCT 11 AM 8:15  
 JUDGE OF PROBATE