

Chg # 090-982-707-060

Gaston - Bessemer 230 KV T.L.

File # VII-5-34

CRE # B.D. - 170

Parcel # 551141

711

AGREEMENT between ALABAMA POWER COMPANY, hereinafter referred to as Licensors,  
and Patterson & Wilder Construction Co., Inc.  
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 trans-  
mission 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, and is particularly described in that certain deed executed by  
Patterson & Wilder Construction Co. of date October 8, 1965, which is  
Inc.  
recorded in the Office of the Judge of Probate of Shelby County, Alabama,  
in Volume 238, at Page 742, 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:

A fenced storage area for metal and plastic pipe with a drainage system consisting  
of catch basins and plastic pipe, between Station Numbers 1096+50 and 1100+60, as  
shown on Exhibit "A" attached hereto and made a part hereof;

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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;

GRANTEE'S ADDRESS  
ALABAMA POWER CO  
P.O. BOX 2641  
BIRMINGHAM, AL 35291  
ATT: CORP. REAL ESTATE

This instrument prepared in  
the Corporate Real Estate Dept.  
of Alabama Power Co.  
Birmingham, Alabama

By: Doris Coker

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 he claiming: (1) adversely to Licensor in its ownership of such easement, (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 he will, within sixty (60) days from the date of a written notice given him 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 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 he will in such event promptly reimburse Licensor for the reasonable expense incurred thereby upon bill being rendered for the same.

Licensee agrees and covenants that he will: (1) Install suitable barricades, approved by Licensor, around Licensor's guys and tower; (2) Limit the height of storage to a maximum of ten (10) feet; (3) Limit mobile equipment to a maximum height of fourteen (14) feet; (4) Not store flammable material liquid or solid, on said strip of land; (5) Allow Licensor access to said strip by installing his locks in series with Licensor's locks on access gates, and; (6) Remove fill from around all the anchors to below the eye of the rods and remove the fill from around the tower to the concrete footing.

It is understood and agreed between the parties hereto that all the undertakings and covenants contained herein are to be construed as covenants which run with the land and are to be binding upon and enforceable against the respective successors and 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 27<sup>th</sup> day of November 1990.

Witness:

Jeff A. Brown

Witness

Jeff A. Brown

ALABAMA POWER COMPANY, Licensor

James J. [Signature]  
Supervisor, Fee Lands and Transmission  
Line Right of Way Acquisition

Patterson & Wilder Construction Co., Inc.

[Signature] (U.S.)  
President

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, Doris P. Coker, a Notary Public, in and for said County, in said State, hereby certify that Jerry Johnson, whose name as Supervisor, Fee Lands and Transmission Line Acquisition 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 27<sup>th</sup> day of November

1990.

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Doris P. Coker  
Notary Public  
State of Large

STATE OF ALABAMA)

COUNTY OF St. Clair )

I, Jeff A. Beason, a Notary Public, in and for said County, in said State, hereby certify that Frank L. Patterson, whose name as President of Patterson & Wilder Const. Co., 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

Given under my hand and official seal, this the 29<sup>th</sup> day of \_\_\_\_\_

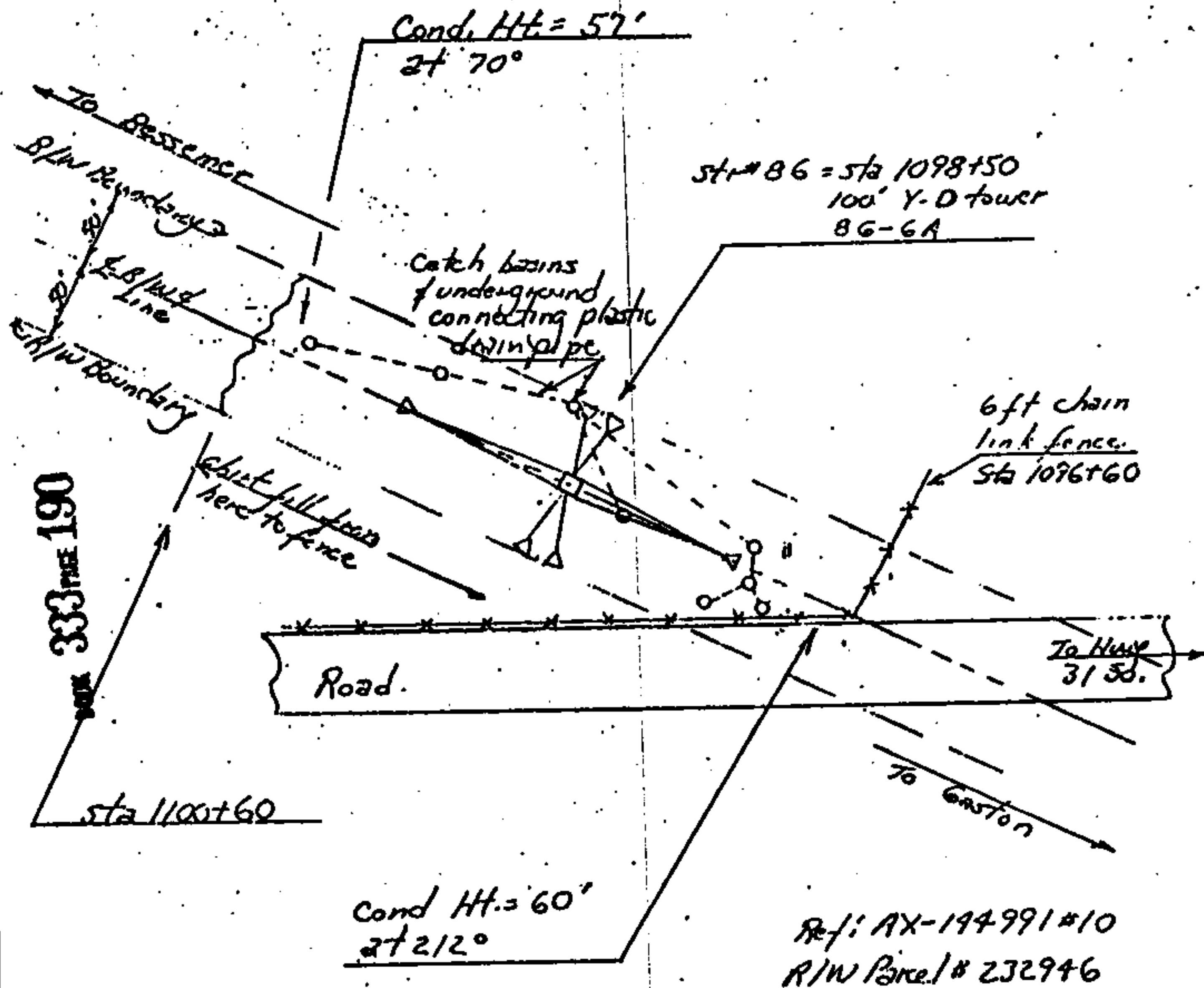
November, 1990.

Jeff A. Beason  
Notary Public

NL SW 1/4 Sec 12-T20S-R3W  
Shelby County



ALABAMA POWER CO.  
BIRMINGHAM, ALA.



DR: <u>P. R. Hays</u>	NO.	DATE	REVISION	ALABAMA POWER COMPANY	
TR:				SUBJECT <u>Gaston-Bessemer 230 kv L.L.</u>	
CK:				DETAIL <u>Pittman &amp; Wilber Const. Co. Inc.</u>	
APP: <u>P. R. Hays</u>				ENCLOSURE	
DATE: <u>5-15-75</u>	SUPERSEDES			SCALE	SH. <u>1</u> OF <u>1</u> SHEETS
					A-310450

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

91 MAR 12 PM 1:17

Thomas A. Shivers, Jr.  
JUDGE OF PROBATE

EXHIBIT "A"

1. Deed Tax	50
2. Mtg. Tax	
3. Recording Fee	13.50
4. Indexing Fee	3.00
5. No Tax Fee	
6. Certified Fee	1.00
Total	17.00