

STATE OF ALABAMA)
County of Shelby)

AGREEMENT between **ALABAMA POWER COMPANY**, hereinafter referred to as Licensor, and Janice N. Belter, a single person, 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 part of a tract of land situated in Shelby County, Alabama, such easement being more particularly described in that certain deed executed by R. W. Bowden, dated 7 January 1913 (APCo parcel number 89) and that certain condemnation proceeding styled APCo vs A. J. Krebs, etal dated 01 March 1913 (APCo parcel number 611) which is stored 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, Licensor is using a portion of such strip of land pursuant to such easement and has erected thereon electric transmission lines 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 purpose: To maintain an existing above ground pool, fencing and surrounding deck as shown on Alabama Power Company's drawing A-190-949, sheet 1 of 1, which is 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 use which Licensor 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 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:

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 Licensee's acts of negligence, sole or

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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 Licenser in its ownership of such portion 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 Licenser; (3) There will be no modification or expansion of the encroachments on the right of way without prior consultation and approval of the Licenser; (4) The pool encroachment will not be used during periods of inclement weather.

Licensee further agrees and covenants that Licensee will, within sixty (60) days from the date of written notice given Licensee by Licenser, remove and/or modify such encroachment on such strip of land.

Notice herein referred to shall be deemed to be given by Licenser if the same is addressed to the Licensee at **1314 Bunting Drive, Alabaster, AL 35007** and posted with the U.S. Postal Service with postage prepaid. In the event Licensee should fail, within sixty (60) days after such notice is so mailed, to remove such encroachment, Licenser is hereby given 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.

Licensees agrees and covenants that in such event, Licensee will reimburse Licenser 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 (30) 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 Licenser or Licensee is used, it shall be deemed to include their respective successors, heirs or assigns.

IN WITNESS WHEREOF, the parties hereto have exeuted this instrument and affixed their seals on this the 31st day of August, 1993.

ALABAMA POWER COMPANY, Licenser

Witnesses:

Don H. Banning

Sara R. Parks
Sara R. Parks, Supervisor
Corporate Real Estate-Birmingham Division

Janice N. Belter, Licensee

Don H. Banning

Janice N. Belter (Seal)

STATE OF ALABAMA)
 :
County of Jefferson)

I, Don D. Bailey, a Notary Public, State at Large hereby certify that Sara R. Parks, whose name as Supervisor, Birmingham Division Office of the Corporate Real Estate Department of Alabama Power Company, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of this instrument, she, with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal, this the 31st day of August, 1993.



Don D. Bailey
Notary Public State at Large

My commission expires 01 April 1995.

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STATE OF ALABAMA)
 :
County of SHELBY)

I, DON D. BAILEY, a Notary Public, in and for said County, in said State, hereby certify that JANICE N. BELTER whose name appears and 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, she, with full authority, executed the same voluntarily.

Given under my hand and seal, this the 31st day of August, 1993.



Notary Public

My commission expires 01 April 1995.

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