

16.50

090-982-930-909-00404
Bessemer T.S. - Calera T.S. 115 KV T.L.
Encroachment # 1015

50016870

STATE OF ALABAMA)
County of Shelby)

AGREEMENT between ALABAMA POWER COMPANY, hereinafter referred to as Licensor, and
Shelby County Commission 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 J. B. Adair and wife, Chlos L. Adair dated 23 March 1915 and recorded in Deed Book 007, page 373-375 in the Office of the Judge of Probate and reference is hereby expressly made to such records 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 install and maintain sanitary sewer field lines as shown on Alabama Power Company's drawing A-190-1033, 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 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.

Inst # 1995-01631

GRANTEE'S ADDRESS
ALABAMA POWER CO.
P. O. BOX 2011
BIRMINGHAM, AL 35202
ATT: CORP. GENL. SEC. OFF.

01/20/1995-01631
08:24 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MCD 16.50

Inst # 1995-01631

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 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 Licensor; (3) Licensor is relieved on any and all liability and/or claims from damages that might occur during the course of its normal or emergency operations; (3) Licensee will relieve Licensor of any and all claims for damage to this encroachment that might occur during normal or emergency operations; (4) Licensee should mark the area of the field lines in such a way as to aid Licensor's field forces from damaging said field lines.

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

Notice herein referred to shall be deemed to be given by Licensor if the same is addressed to the Licensee at 504 Highway 50, Columbiana, Al. 35051 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 or relocate such encroachment, Licensor 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. 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 (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 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 7th day of November, 1994

ALABAMA POWER COMPANY, Licensor

Witnesses:

Edna V. Handley

Sara R. Parks

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

SHELBY COUNTY, ALABAMA, Licensee

Todd McDonald

Alex Dudchock
Alex Dudchock, County Manager

STATE OF ALABAMA)
 :
County of Jefferson)

I, Larry D. Grewitt, 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 14th day of November, 1994

Larry D. Grewitt
Notary Public State at Large

My commission expires 2-3-98

STATE OF ALABAMA)
 :
County of Shelby)

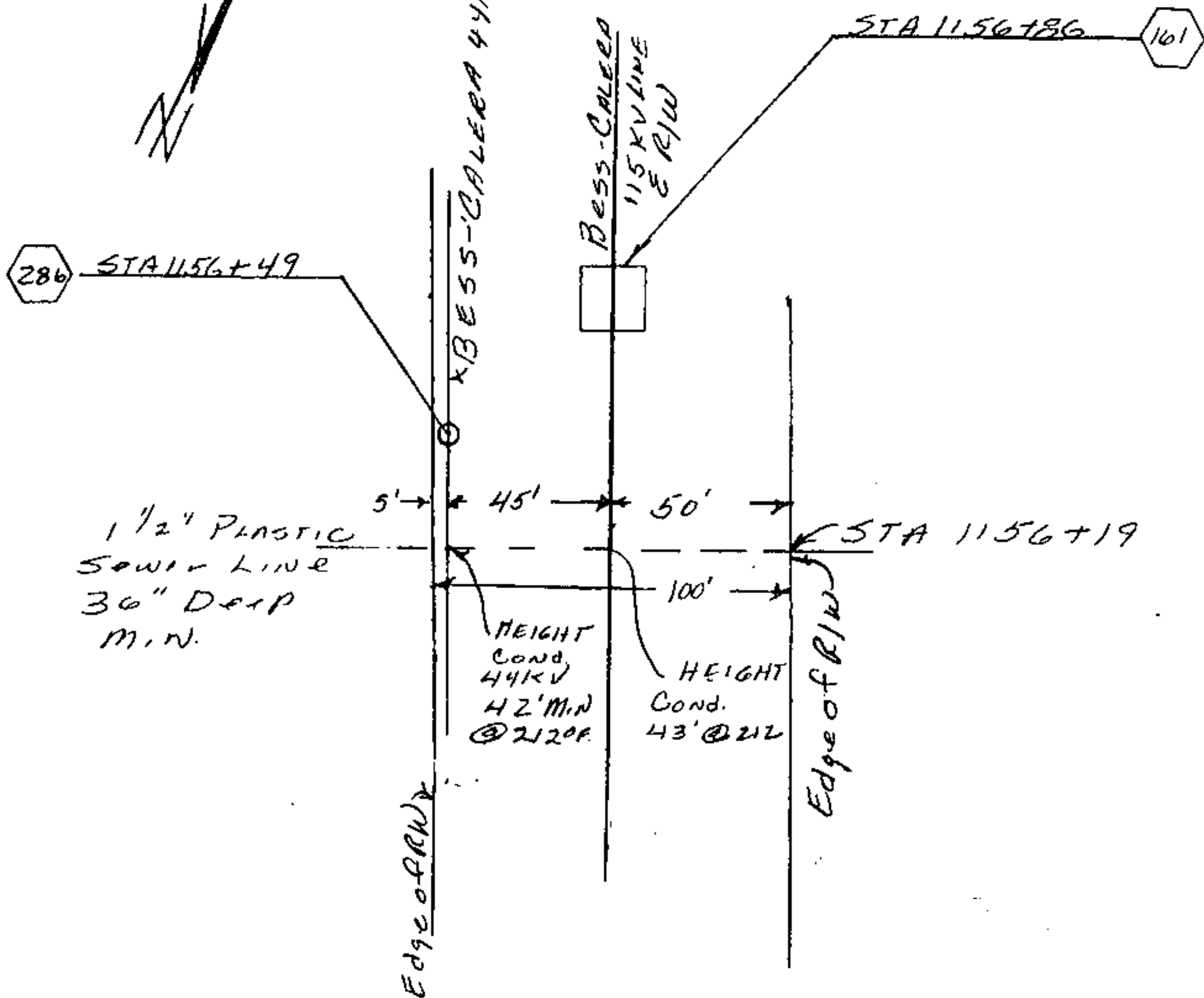
I, Leeida S. Nicholson, a Notary Public, in and for said County, in said State, hereby certify that Alex Dudchock, County Manager is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this the 7th day of November, 1994.

Leeida S. Nicholson
Notary Public

My commission expires 9-97

SHELBY County
 E 1/2 SE 1/4 NE 1/4 Sec 30 T 21 S R 2 W
 Property MAP AX 193848 SH 2
 Parcel 349 349A



DR. <u>EW</u>	NO.	DATE	REVISION	ALABAMA POWER COMPANY	
TR.					
CK.				SUBJECT <u>Bessemer Calera R/W</u>	
APP. <u>EW</u>				DETAIL <u>Shelby County Sewer</u>	
DATE <u>11-4-1994</u>	SUPERSEDES			SCALE <u>1"=50'</u>	SH. <u>1</u> OF <u>1</u> SHEETS
					<u>A-190-1033</u>

Inst # 1995-01631

01/20/1995-01631
 08:24 AM CERTIFIED
 SHELBY COUNTY JUDGE OF PROBATE
 004 MCD 16.30