

090-982-930-909-00404  
Colonial Pipeline 115kv T.L.  
Encroachment #1017

50016872

STATE OF ALABAMA )

County of Shelby )

AGREEMENT between ALABAMA POWER COMPANY, hereinafter referred to as Licensor, and William M. Stinson and wife, Jean E. Stinson 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 60 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 instrument granted by Daisy M. King, a widow, dated April 10, 1963 (Parcel # 211622) and filed in Book 225, page 224 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-190-1020, 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 # 1995-01632

01/20/1995-01632  
GRANTEE'S ADDRESS  
ALABAMA POWER CO  
P. O. BOX 2041  
BIRMINGHAM, AL 35201  
ATT: CORP. SEC. 12701  
08:24 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 MCD 16.50

Inst # 1995-01632

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 damages to these encroachments 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 and (5) Licensee will be responsible for any damage to any of Licensor's facilities, including counterpoise conductors.

Licensee further agrees and covenants that Licensee will, within sixty (60) days from the date of written notice given Licensee by Licensor, relocate such encroachment on such strip of land to an area on said strip of land deemed acceptable by both Licensor and Licensee. It is agreed that such relocation will only be required after all acceptable alternatives have been investigated and disapproved by Licensee.

Notice herein referred to shall be deemed to be given by Licensor if the same is addressed to the Licensee at *1709 King Charles Court, 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 relocate such encroachment, Licensor is hereby given express privilege, power and authority as agent for Licensee, to relocate 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 relocation 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 27<sup>th</sup> day of September, 1994

ALABAMA POWER COMPANY, Licensor

Witnesses:

*Anna J. Waudley*

*Sara R. Parks*

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

Licensees

*Roy Bush*


*William M. Stinson* (Seal)

*Jean E. Stinson* (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 5<sup>th</sup> day of ~~March~~ <sup>September 1994</sup>, 1994

  
Don D. Bailey  
Notary Public State at Large

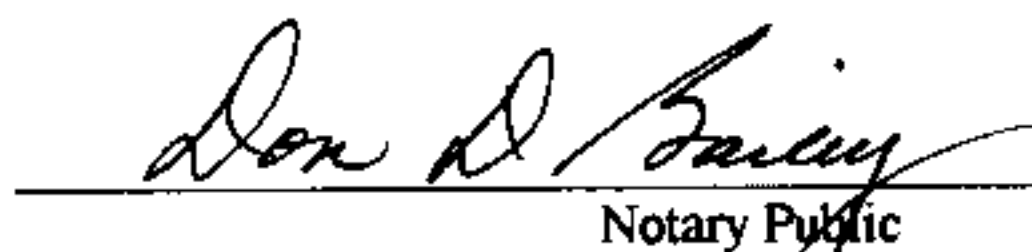
My commission expires 01 April 1995.

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STATE OF ALABAMA     )  
                                      :  
County of SHELBY     )

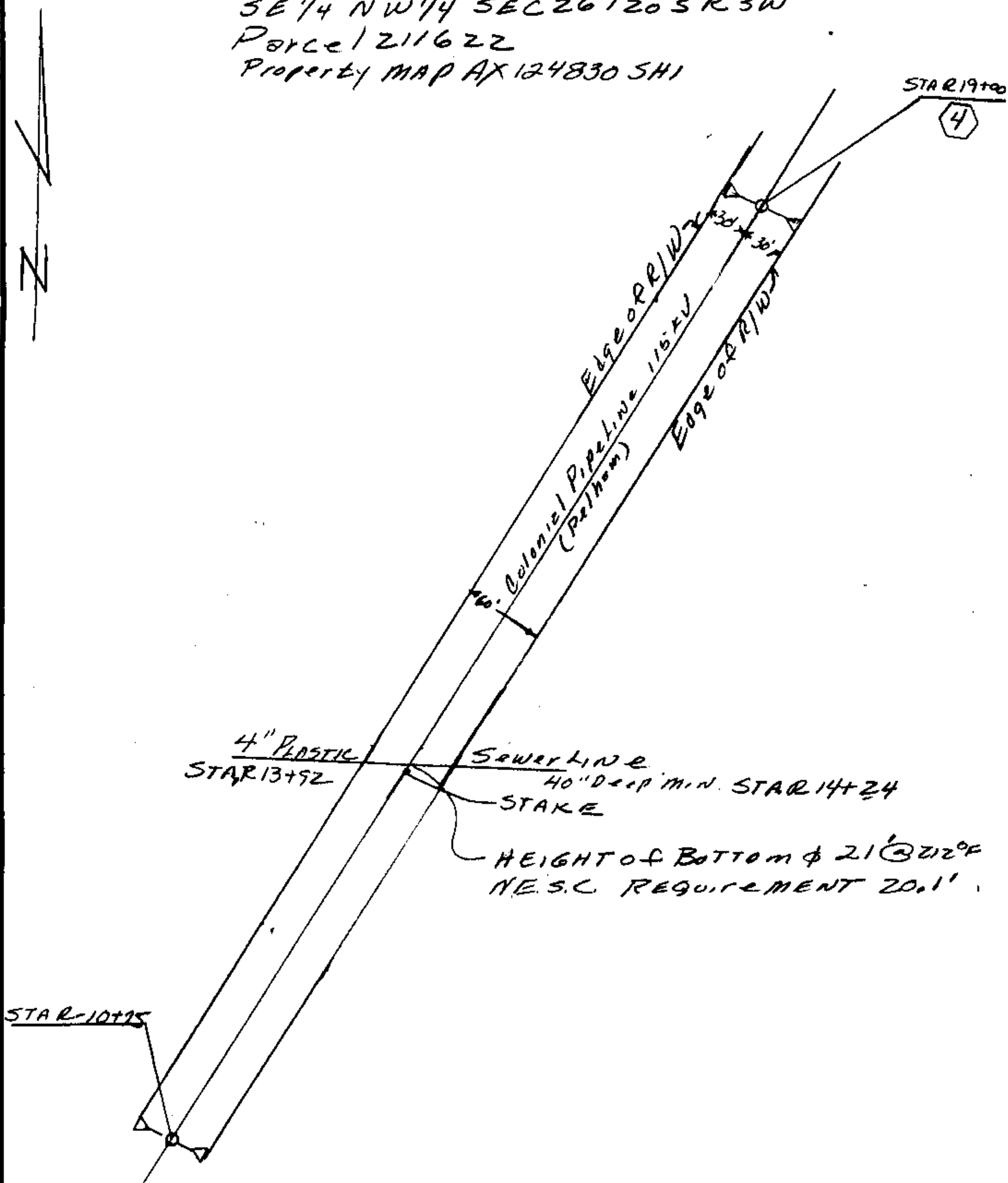
I, Don D. Bailey, a Notary Public, in and for said County, in said State, hereby certify that William M. Stinson & Wife, Joan E. Stinson, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this the 27<sup>th</sup> day of September, 1994.

  
Notary Public

My commission expires April 01, 1995

Shelby County  
SE 1/4 NW 1/4 SEC 26 T20 S R 3W  
Parcel 211622  
Property MAP AX 124830 SH1



DR. <u>ELW</u>	NO.	DATE	REVISION	<b>ALABAMA POWER COMPANY</b>
TR.				
CK. <u>EL</u>				
APP. <u>ELW</u>				
DATE <u>9-13-91</u>	SUPERSEDES			SUBJECT <u>Colonial Pipeline (Pelham) 115KV TAP</u>
				DETAIL <u>Sewer Crossing STR 3-4</u>
SCALE <u>AS NOTED</u>				SH. <u>1</u> OF <u>1</u> SHEETS
				<b>A-190-1020</b>

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01/20/1995-01632  
08:24 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 MCD 16.50