

STATE OF ALABAMA )

County of Shelby )

This instrument prepared by Don D. Bailey  
Alabama Power Company - Corporate Real Estate - BD  
Post Office Box 2641  
Birmingham, Alabama 35291-1980

AGREEMENT between ALABAMA POWER COMPANY, hereinafter referred to as Licensor, and  
BellSouth ~~Corporation~~ <sup>Telcommunications, Inc.</sup> 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 part of a tract of land situated in Shelby County, Alabama, such easement being more particularly described in that certain deed executed by James Talcott, Inc. dated 31 May 1967 and recorded in Deed Book 248, page 837 in the Office of the Judge of Probate; and, that certain instrument executed by Weyerhaeuser Company dated 25 July 1978 and recorded in Deed Book 314, page 156 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 operate and maintain the already constructed cider block building, a portion of a precipitator with associated duct work and cooling fan; a concrete retaining wall and chain length fencing as shown on Alabama Power Company's drawing A-190-965, 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~~ <sup>Licensee's</sup> 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 Encroachments.

09271-8661 # 150

10/14/1998-11:260  
11:40 AM CEN 11:11  
JUDGE OF PROBATE  
16-50

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) Licensee will not further encroach on this right of way without prior written approval of the Licenser; (4) Licensee will bear full cost of any <sup>future</sup> repairs of any of Licenser's facilities due to the existence of or any activities associated with the operation and maintenance of these encroachments; (5) Licensee will take and assume full responsibility to insure that all OSHA and other applicable safety precautions are taken in operating, maintaining, repairing or removing the precipitator and associated equipment on this right of way; (6) Should future mandated regulations require Licenser to modify its facilities on this right of way due to these encroachments, the full cost of said modifications will be <sup>borne</sup> ~~born~~ by Licensee.

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

Notice herein referred to shall be deemed to be <sup>given</sup> by Licenser if the same is addressed to the Licensee at **200 Parker Drive, Pelham, Alabama 35124** 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/relocate such encroachment, Licenser is hereby given express privilege, power and authority as agent for Licensee, to remove/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 Licenser for the reasonable removal/relocation expenses incurred thereby promptly upon bill being rendered for the same. In the event such sum is not paid within thirty (30) days thereafter, it shall bear interest until paid at the then prime interest 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.

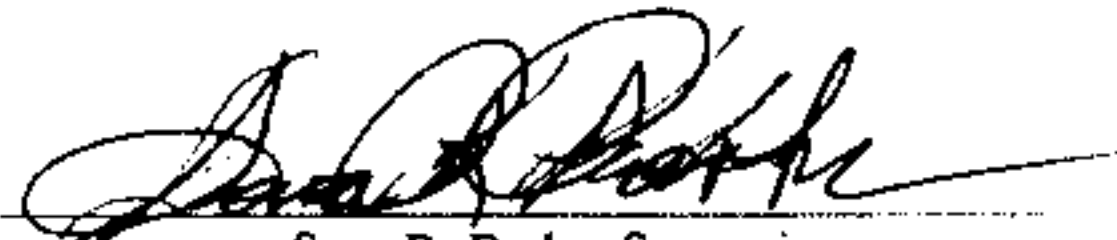
Wherever in this agreement the term Licenser or Licensee is used, it shall be deemed to include their respective successors, heirs or assigns.

IN WITNESS WHEREOF, the parties hereto have executed this instrument and affixed their seals on this the 13<sup>th</sup> day of July, 1995.


ALABAMA POWER COMPANY, Licenser

Witnesses:



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

Witnesses:



TELECOMMUNICATIONS, INC.  
BELL SOUTH CORPORATION, Licensee  
By   
Its DIRECTOR PROPERTY & SERVICES Management



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, <sup>with</sup> ~~with~~ full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal, this the 3<sup>rd</sup> day of July, 1995.

Don D. Bailey  
Don D. Bailey  
Notary Public State at Large

My commission expires 03 April 1999.

STATE OF ALABAMA )

County of Jefferson )

I, Mary B. Ellis, a Notary Public, in and for said County, in said State, hereby certify that R. M. Mable whose name(s) are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they executed the same voluntarily, on the day the same bears date.

Given under my hand and seal, this the 19<sup>th</sup> day of September, 1995.

Mary B. Ellis  
Notary Public

My commission expires 7-19-99

A-190-964

Shelby County  
NW 1/4 SE 1/4 SEC 14 T 20 S R 3 W  
Property MAP AX-156160 SH 1 R  
Pole # 346114, 387847

RETAINING WALL  
VARYING HEIGHT

S-35<sup>3</sup> CLARIC  
I-4 3/8" SPAN 6' 15"  
I-2A BGUYS  
PER TE 27

240' ±

EXISTING CONC PAVING

New Concrete Paving

I 4 3/8"  
BGUYS

ELEV.  
-12'

EXISTING  
DUMPSTER PAD

STR. # 15 D590-M  
STAR 0+73.4  
R-46-2A POLE 15  
ELEV 0

SUBTET  
POLE

Bethel 44KV TAP

4 BGUYS

Parker Drive

STR 15A  
STA 0+02

DR. <u>E.W.</u>	NO.	DATE	REVISION	<b>ALABAMA POWER COMPANY</b> SUBJECT <u>Bethel Co 44KV TAP</u> DETAIL <u>Relocation of Guys - Pole 15</u>
TR.				
CK.				
APP.				
DATE	SUPERSEDES			SCALE <u>1"=50'</u> SH. <u>   </u> OF <u>   </u> SHEETS <b>A-190-964</b>

Inst # 1998-17760

Exhibit "A"

05/14/1998-17760  
11:40 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 MEL 16.50