

112 52
TL-TAW

This instrument prepared by:
Sam R. Parks
Corporate Real Estate
Alabama Power Company
P. O. Box 2642
Birmingham, AL 35291

BD16871

STATE OF ALABAMA)
SHELBY COUNTY)

Inst # 1999-12700

AGREEMENT between **ALABAMA POWER COMPANY**, hereinafter referred to as Licensor, and **McCULLOUGH SNAPPY SERVICE OIL COMPANY, INC.**, a corporation, 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 communication 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, such easement being particularly described in that certain instrument executed by J. B. Adams and wife, Chloe L. Adams, dated March 23, 1915, recorded in Deed Book 57, page 373 in the Office of the Judge of Probate, Shelby County, Alabama. Reference is hereby expressly made to such record for a particular description of such right of way; and

WHEREAS, Licensor will use 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 purpose: To install and maintain field lines on the said right of way as shown on Alabama Power Company's Drawing F-190-1205 marked Exhibit "A", 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 uses 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:

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 Licensee 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

03/26/1999-12700
09:16 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MEL 16.00

maintenance of such encroachment by Licensee is with the recognition of the superior easement of Licensor; (3) Licensor is relieved of any and all liability and/or claims from damages that might occur during the course of its normal or emergency operations; (4) Licensee is responsible for the field lines being installed at least three feet (3') in depth and the area marked to make the location easily known; and (5) Licensee will take all the steps deemed necessary to prevent erosion on the right of way and will indemnify the Licensor for any and all claims and/or judgments of erosion and silting.

Licensee further agrees and covenants that Licensee will, within sixty (60) days from the date of a written notice given Licensee by Licensor, relocate such encroachment on such strip of land to an area on said strip of land deemed appropriate 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 Licensor.

Notice herein referred to shall be deemed to be given by Licensor if the same is in writing and addressed to the Licensee at 1609 Old New Castle Road, Fultondale, AL 35068 (not the address of the encroachment) 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 relocate such encroachment, Licensor is hereby given the 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 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 12th day of August, 1998.

ALABAMA POWER COMPANY

By: Sara R. Parks
Sara R. Parks, Supervisor
Corporate Real Estate

McCULLOUGH SNAPPY SERVICE OIL COMPANY, INC.

By: D. Floyd Bowers
Its: PRESIDENT

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, *Paul M. Hagler*, a Notary Public in and for said County in said State, hereby certify that Sara R. Parks, whose name as Supervisor, Corporate Real Estate, Birmingham Division, 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 the instrument she with full authority executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 26 day of August, 1998.

Paul M. Hagler
Notary Public - State at Large

My commission expires: 5-19-2000

STATE OF ALBAMA)

Jefferson COUNTY)

I, *Charlata R. Seng*, a Notary Public in and for said County in said State, hereby certify that *D. L. Bowers* whose name as *President* of McCullough Snappy Service Oil Company, Inc., 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 the instrument he, as such officer, executed the same voluntarily, on the day the same bears date.

Given under my hand and official seal, this the 12th day of August, 1998.

Charlata R. Seng
Notary Public - State at Large

My commission expires: 10/28/2000

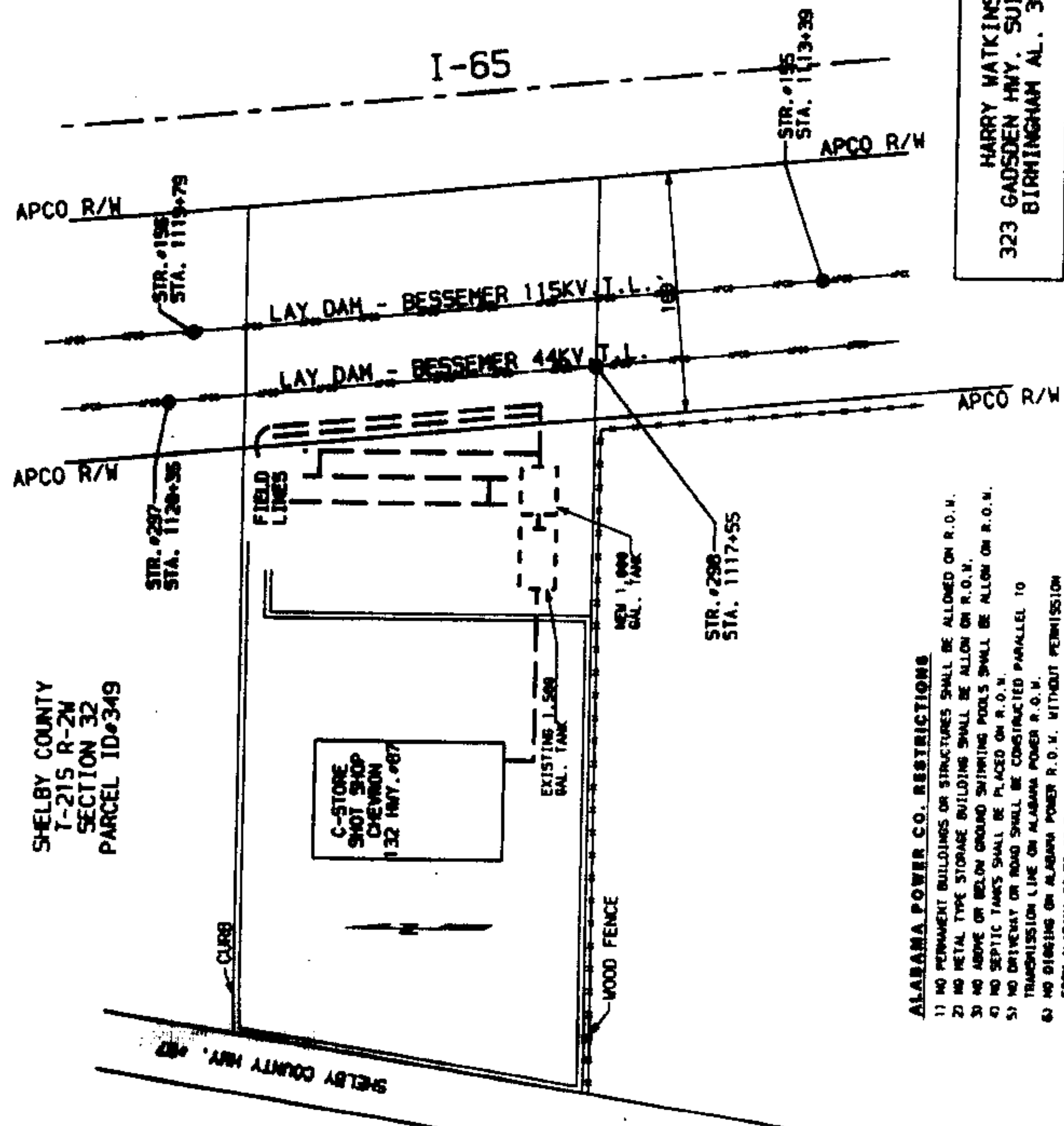
COMPUTER PREPARED DRAWING. MAKE
NO MANUAL CHANGES. RETURN TO
POWER DELIVERY TRANSMISSION

CAD
CV
MEDUSA
REV. 14.1

DR. RR	NO.	DATE	REVISION	ALABAMA POWER COMPANY	
DA 7-98				SUBJECT LAY DAM - BESSEMER 115/44 KV. T.L.	
CK GRISSOM				DETAIL LAYOUT OF FIELD LINE ENCROACHMENT	
APP GRISSOM				AT HWY. #87 CHEVRON	
DATE 7-98	SUPERSEDES			SCALE NTS	SH. 1 OF 1 SHEETS

Inst # 1999-12700
A-190-1205
03/26/1999-12700
16 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MEL

HARRY WATKINS
323 GAUSDEN HWY. SUITE 201B
BIRMINGHAM AL. 35235



ALABAMA POWER CO. RESTRICTIONS

- 1) NO PERMANENT BUILDINGS OR STRUCTURES SHALL BE ALLOWED ON R.O.W.
- 2) NO METAL TYPE STORAGE BUILDING SHALL BE ALLOWED ON R.O.W.
- 3) NO ABOVE OR BELOW GROUND SWIMMING POOLS SHALL BE ALLOWED ON R.O.W.
- 4) NO SEPTIC TANKS SHALL BE PLACED ON R.O.W.
- 5) NO DRIVEWAY OR ROAD SHALL BE CONSTRUCTED PARALLEL TO TRANSMISSION LINE ON ALABAMA POWER R.O.W.
- 6) NO DRIVING ON ALABAMA POWER R.O.W. WITHOUT PERMISSION FROM ALABAMA POWER COMPANY.

Exhibit "A"