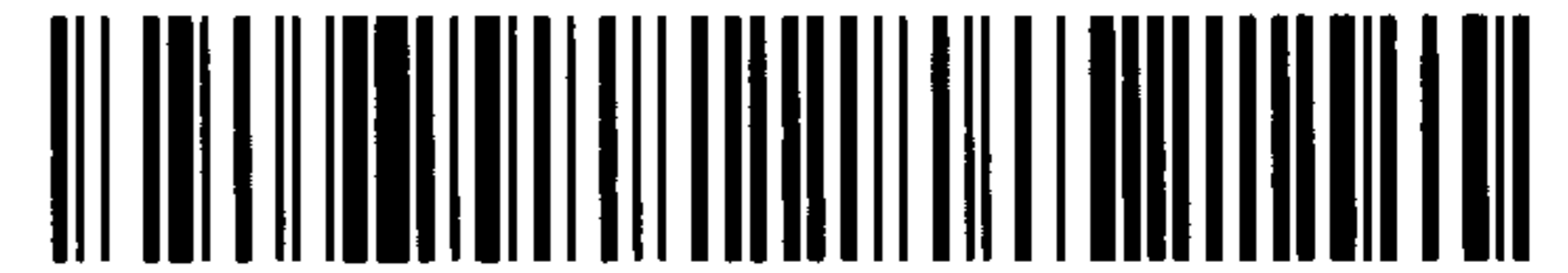


Lock 12 to Leeds
Bham Division

This instrument prepared by:
Sara Parks, Alabama Power Co.
Post Office Box 2641
Birmingham, AL 35291

70174244
(TL-6-1-20)



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Shelby Cnty Judge of Probate, AL
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STATE OF ALABAMA)

COUNTY OF SHELBY)

AGREEMENT between **Alabama Power Company**, hereinafter referred to as Licensor, and **CARITAS OF BIRMINGHAM**, individually or collectively 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 a part of a tract of land situated in the East One-half of the Southeast Quarter (E ½ of SE ¼) of Section 31, Township 18 South, Range 1 East, Shelby County, Alabama, such easement being particularly described in that certain deed executed by Martha D. Gardner and husband, W.S. Gardner, dated May 31, 1922, which is recorded in Deed Book 72, page 154, in the Office of the Judge of Probate, Shelby County, Alabama, and Martha D. Gardner and husband, dated November 5, 1925, in the Records Center, Corporate Real Estate, Alabama Power Company, Birmingham, Alabama; 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 purposes: the erection and maintenance of certain improvements, existing as of the date of execution of this instrument, which may include a portion of a permanent structure, as shown on Alabama Power Company Drawing A190-1425, marked as 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 the Licensee that such encroachment may remain upon such strip of land subject to the terms of this agreement, and Licensee hereby agrees not to construct, erect or install any new or expanded improvements, or any other facilities of any type, within Licensor's easement area.

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 or (2) the right to maintain such

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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.

Licensee further agrees and covenants that Licensee will, within one hundred eighty (180) days from the date of written notice given Licensee by Licensor, remove such encroachment from such strip of land. Said written notice shall be based upon a legitimate business purpose.

In the event the encroaching structure is destroyed, substantially damaged, or removed, Licensee further agrees that such structure will not be rebuilt upon any area encompassed by Licensor's easement. Licensee shall provide Licensor with timely notification of any such casualty loss or removal.

Notice herein referred to shall be deemed to be given by Licensor if the same is in writing and addressed to the Licensee at: 100 Our Lady of Queen Peace Drive, Sterrett, AL 35147 and posted in the United States mail with postage prepaid. In the event Licensee should fail, within one hundred eighty (180) days after such notice is so mailed, to remove such encroachment, Licensor is hereby given the 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 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 31 day of May, 2006.

ALABAMA POWER COMPANY, Licensor

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

Shelby County, AL 09/01/2006
State of Alabama

Deed Tax: \$.50

CARITAS OF BIRMINGHAM Licensee

By: Ferry Colap
Its: President

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, William N. Maudlin Jr., a Notary Public, in
and for said County, in said State, hereby certify that Sara R. Parks whose name as Land
Supervisor of 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 this 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 8th day of June,
2006.

William N Maudlin Jr.
Notary Public – State At Large

My commission expires: 9-23-2007

STATE OF ALABAMA)

COUNTY OF Shelby)

I, Maryann Fay Hudachek a Notary Public, in and for said County, in said State,
hereby certify that Terry Colafrancesco, whose name as
President of Caritas of Birmingham, 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, he/she, as such officer and with full authority,
executed the same voluntarily for and as the act of said Corporation.

Given under my hand and official seal, this 31 day of May,
2006.

Maryann Fay Hudachek
Notary Public – State at Large

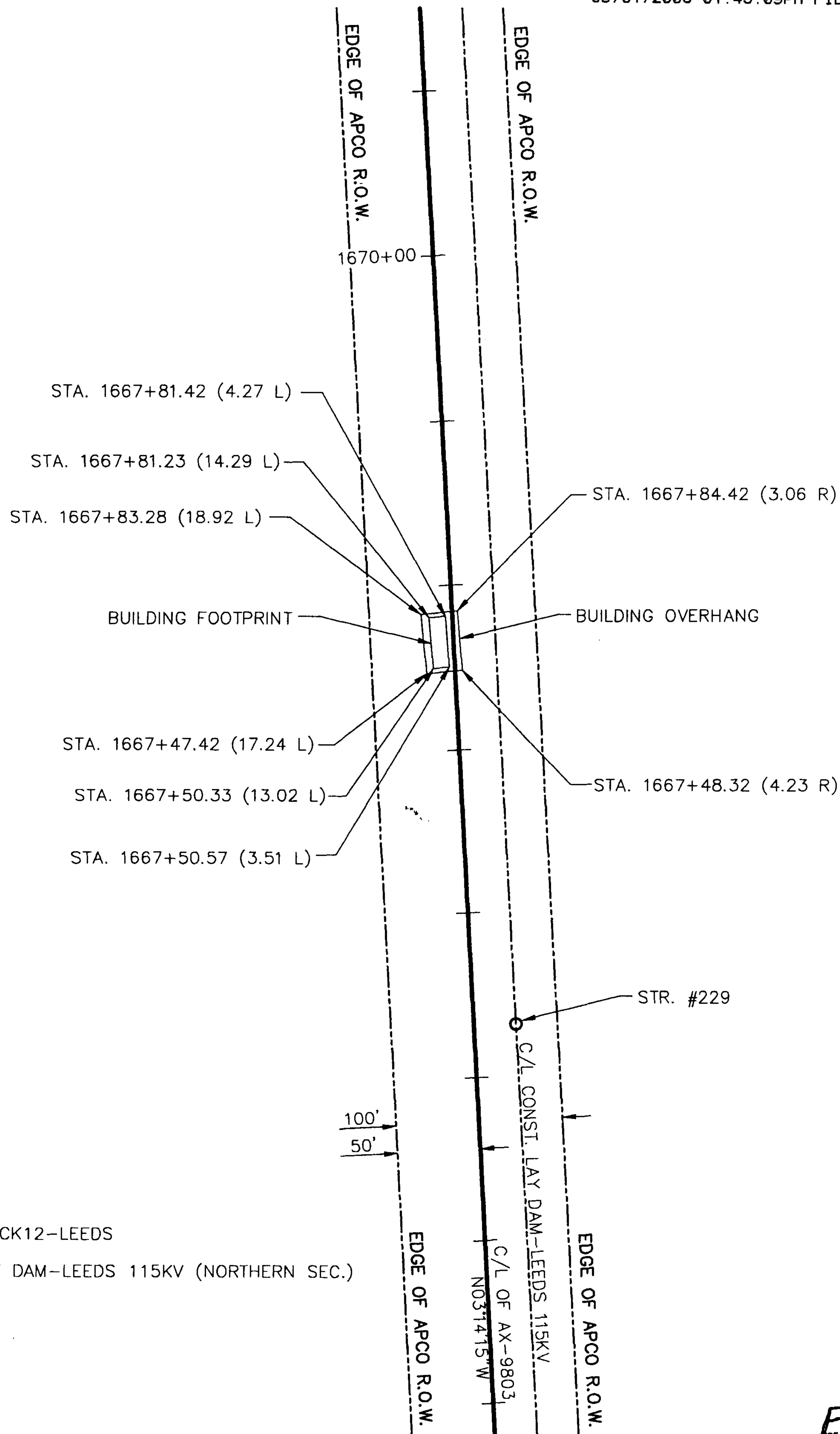
Maryann Fay Hudachek

My commission expires: 02-13-07

SHELBY COUNTY
T-18-S, R-1-E
SEC.31



20060901000433470 4/4 \$20.50
Shelby Cnty Judge of Probate, AL
09/01/2006 01:45:09PM FILED/CERT



PARCEL #: 11482 LOCK12-LEEDS

DIV. LINE NAME : LAY DAM-LEEDS 115KV (NORTHERN SEC.)
DIV. LINE #: 1219A0

Exhibit "A"

A1901425.DWG

MAP REF:		SEC- 31,TP-18S,R-1E	
DRAWN HSK ENGR JT		DATE 11/03/05	
APPROVED _____		DATE _____	
APPROVED _____		DATE _____	
ALABAMA POWER COMPANY		JOB LAY DAM-LEEDS 115KV	
DETAIL TAW-FEED BARN ON R.O.W.		SCALE NTS PLOTTED _____	
SHEET 1 OF 1 SHEETS		SUPERSEDES	
A-190-1425			