$25.50

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Shelby Cnty Judge of Probate,AL
11/02/2007 12:20:29PM FILED/CERT

70194155
(Affects: 50036965 & 50036966)

TL-TAW **(TL-26-7-11)**

SUBJECT: Miller-Helena 230KV T.L.

This Instrument Prepared By:

Bill Childress
Alabama Power Company
Post Office Box 2641
Birmingham, AL 35291

STATE OF ALABAMA)

COUNTY OF Shelby)

AGREEMENT, between **ALABAMA POWER COMPANY**, a corporation, (hereinafter referred to as **"Licensor"**), and **Trinity Homes, LLC** (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 the **Northwest Quarter of the Southeast Quarter (NW1/4 of SE1/4) of Section 14, Township 20 South, Range 4 West**, **Shelby** County, Alabama.

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 fill lines on said right of way as shown on Drawing marked Exhibit "A", attached hereto and made a part hereof, located in Lot 11-A, Grand Oaks Subdivision, as is recorded in Map Book 35, Page 58, in the office of the Judge of Probate, Shelby County, Alabama.** 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 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 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 fill lines being 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 judgements 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 from 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 James Schellie
667 Lake Crest Dr.
Hoover, Al. 35226

and posted in the United States mail with postage prepaid. In the event Licensee should fail, within said 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 expense 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

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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 April, 2007.

TRINITY HOMES, LLC

By: James J Schellie

Its: authorized agent / general manager

ALABAMA POWER COMPANY

Name: William R. Childress

Title: Chief Technical Specialist

****

STATE OF ALABAMA)
SHELBY COUNTY)

I, Matthew Tyler Fields, a Notary Public in and for said County in said State, hereby certify that William R. Childress, whose name as Chief Technical Specialist, 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, He, with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 12 day of April, 2007

Matthew Tyler Fields
Notary Public - State at Large

My commission expires: 10-18-08

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STATE OF ALABAMA)
SHELBY COUNTY)

Shelby County, AL 11/02/2007
State of Alabama

Deed Tax:$.50

I, William R. Childress, a Notary Public in and for said County in said State, hereby certify that James Schellie, whose name as General Manager of Trinity Homes, LLC, a _____, is signed to the foregoing instrument and who is known to me, acknowledged before on this day, that, being informed of the contents of the instrument, He, with full authority, executed the same voluntarily for and as the act of said _____.

Given under my hand and official seal, this the 12th day of April, 2007

William R. Childress
Notary Public - State at Large

My commission expires: 1-4-2010

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Exhibit "A"

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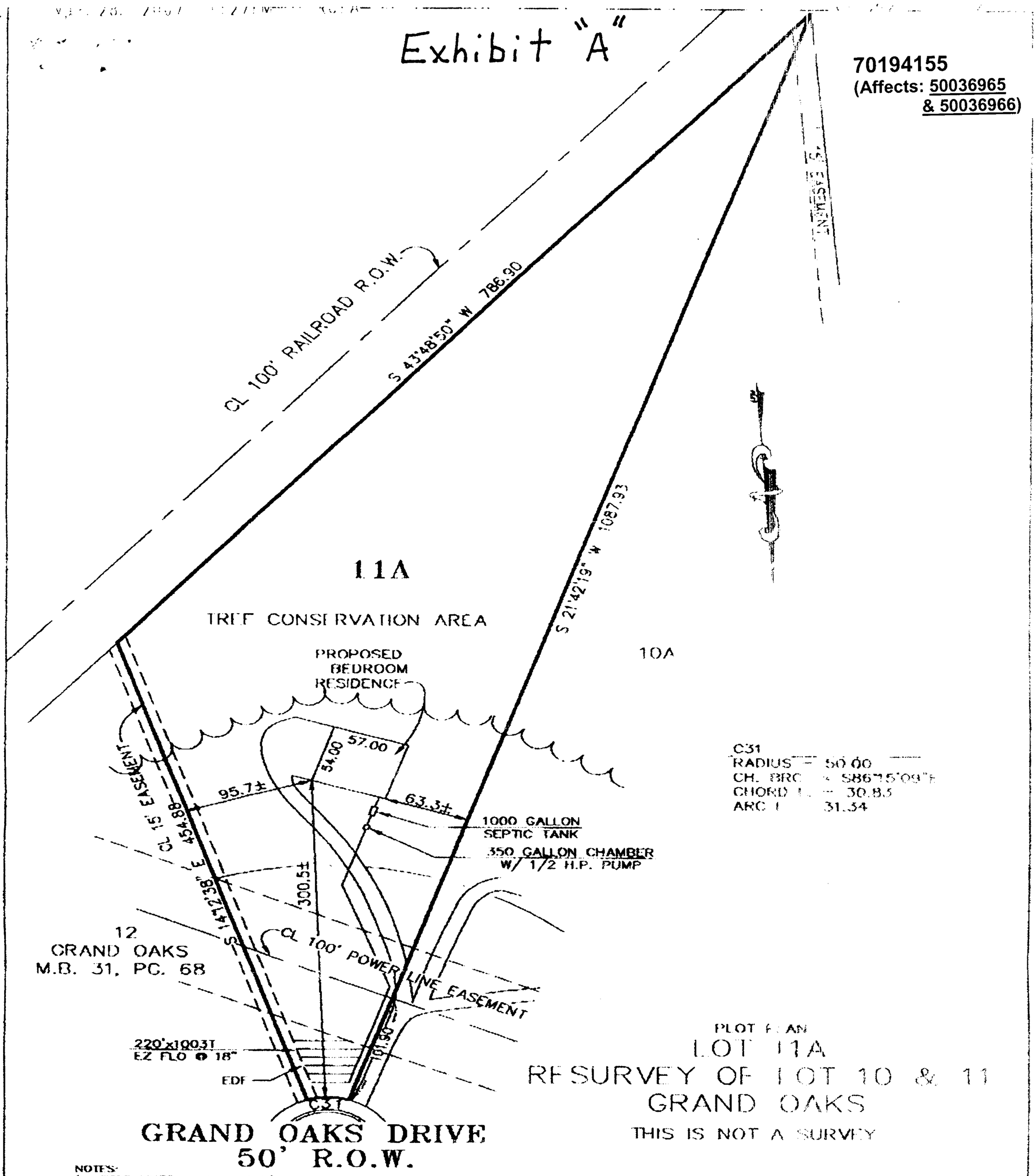

NOTES:
1. FIELD LINES SHALL NOT BE LAID UNDER ASPHALT OR CONCRETE.
2. NO WHIRLPOOLS, SPAS, ROMAN TUBS, JACUZZIS, OR OTHER HIGH WATER USE TUBS.
3. WATER SERVICE SHALL NOT PASS THROUGH DISPOSAL AREA.
4. BUILDER IS RESPONSIBLE FOR SEEING THAT NO CONSTRUCTION TRAFFIC, STORAGE OF MATERIAL, PARKING OR ANY OTHER DISTURBANCE OCCURS IN THE AREA OF PRIMARY AND/OR SECONDARY DISPOSAL FIELD. SUCH DISTURBANCES TEND TO COMPACT THE SOIL AND RADICALLY ALTER THE ABILITY OF THE SOIL TO ACCEPT SEWAGE. SUCH ALTERATION COULD INVALIDATE THE TEST RESULTS ON WHICH THIS DESIGN IS BASED, AND COULD INVALIDATE THE PERMIT ISSUED BY THE HEALTH DEPARTMENT.
5. NO CUTS WITHIN 25 FEET OF PRIMARY OR SECONDARY DISPOSAL AREA.
6. SYSTEM NOT DESIGNED FOR USE OF GARBAGE GRINDERS OR DISPOSALS.

SHELBY ENVIRONMENTAL SERVICES, L.L.C.
119 SOUTHERN HILLS PARKWAY
CALERA, AL 35040
(205)368-1112

SCALE: 1" = 100'
DATE: 1-14-07
REVISIONS

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