

TAW - Standard

SUBJECT:

**1307B0 Gaston-Magella 230kV TL
Driveway**

This Instrument Prepared By:

**Nickie VanPelt
Alabama Power Company
Post Office Box 2641
Birmingham, AL 35291**

STATE OF ALABAMA)

COUNTY OF SHELBY)

THIS AGREEMENT, made and entered into by and between **ALABAMA POWER COMPANY**, a corporation, (hereinafter referred to as "**Licensor**"), and **BRIAN JACKS** (hereinafter referred to as "**Licensee**").

W I T N E S S E T H:

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 and 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 Southeast of the Northwest Quarter in Section 1, Township 20 South, Range 3 West, Shelby County, Alabama, such easement being more particularly described in that certain instrument executed by Alabama Power Company and United States Pipe and Foundry Company, a corporation, dated September 22, 1970 in APCo records under Parcel No. 297762 and recorded in Deed Book 264, Page 28 in the Office of the Judge of Probate, Shelby County, Alabama, and reference is hereby expressly made to such record for a particular described of such land; and

WHEREAS, Licensor is using 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: Driveway and utilities as shown on Alabama Power Company Drawing, marked Exhibit "A" *initialed by Licensee* 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 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 Licensor's easement affected by the encroachment; unless such injury (including death) or damage is proximately caused by the intentional misconduct of Licensor and/or sole negligence of Licensor.

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.

Licensee further agrees and covenants that Licensee will, within ninety (90) days from the date of a written notice given Licensee by Licensor, remove such encroachment from such strip of land.

Notice herein referred to shall be deemed to be given by Licensor if the same is in writing and addressed at P.O. Box 518, Pelham, AL 35124 and posted in the United States mail with postage prepaid. In the event Licensee should fail, within said ninety (90) days after such notice is so mailed, to remove such encroachment, Licensor is hereby given 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


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for the reasonable removal 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.

Licensee agrees to obtain all necessary rights from the owners of the lands crossed by Licensor's easement in the event Licensee does not own the lands and rights.

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 13th day of June, 20 14.

ALABAMA POWER COMPANY

By: [Signature]
Name: John Chitwood
Title: Encroachment Supervisor

WITNESS:
[Signature]

LICENSEE:
[Signature] (L.S.)
_____ (L.S.)


OR

ATTEST (if corporation) or WITNESS

(Name of Corporation/Partnership/LLC)

By: _____
Its: _____

By: _____
Its: _____


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STATE OF ALABAMA)
State at Large COUNTY)

I, Nicole VanPelt, a Notary Public in and for said County in said State, hereby certify that John Chitwood, whose name as Encroachment Supervisor, 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, _____, with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 13th day of June, 2014

My commission expires: 3-20-17

Nicole VanPelt
Notary Public - State at Large

STATE OF ALABAMA)
Shelby COUNTY)

I, Deborah A Stone, a Notary Public in and for said County in said State, hereby certify that Brian Jacks, whose name(s) are/is signed to the foregoing instrument and who are/is known to me, acknowledged before me on this day, that being informed of the contents of the instrument, _____ executed the same voluntarily, on the day the same bears date.

Given under my hand and official seal, this the 10th day of June

My commission expires: 3-26-18

Deborah A Stone
Notary Public - State at Large




STATE OF _____)
_____ COUNTY)

I, _____, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of _____, 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, _____, with full authority, executed the same voluntarily for and as the act of said _____.

Given under my hand and official seal, this the _____ day of _____, 20____.

My commission expires: _____

Notary Public - State at Large

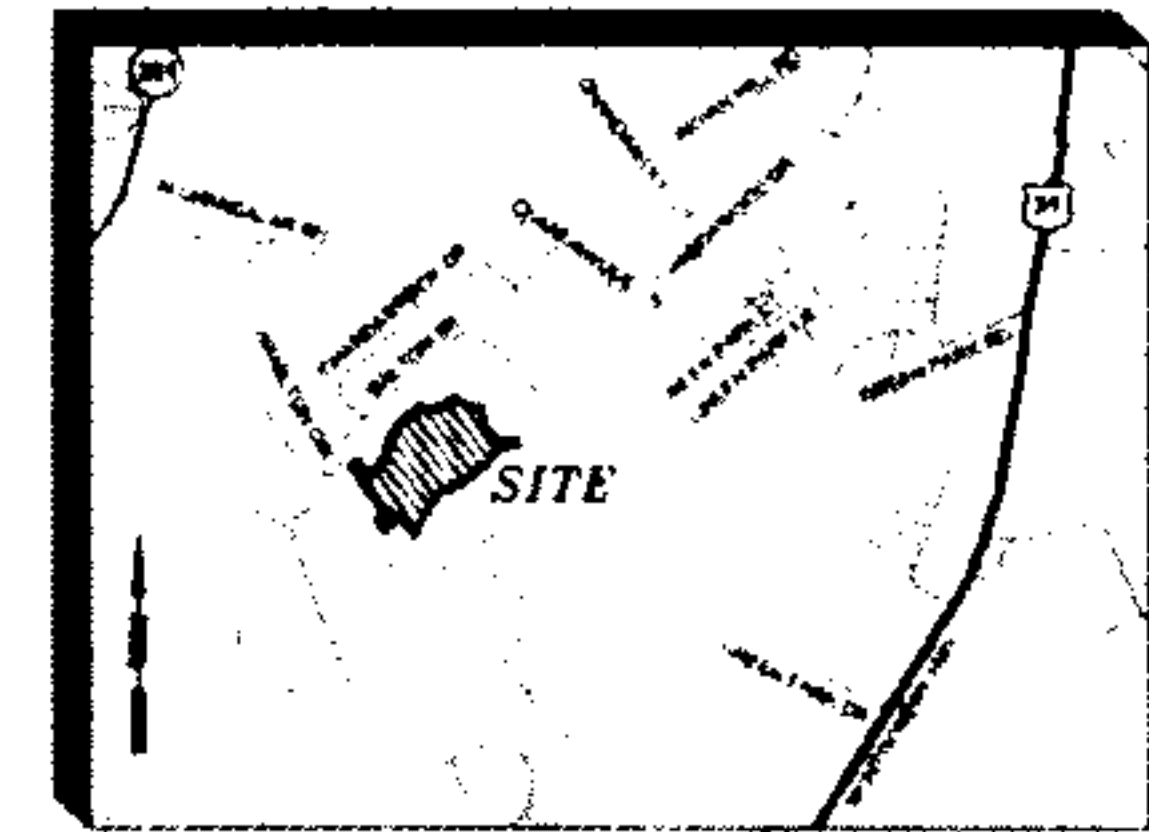

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SHELBY COUNTY, ALABAMA

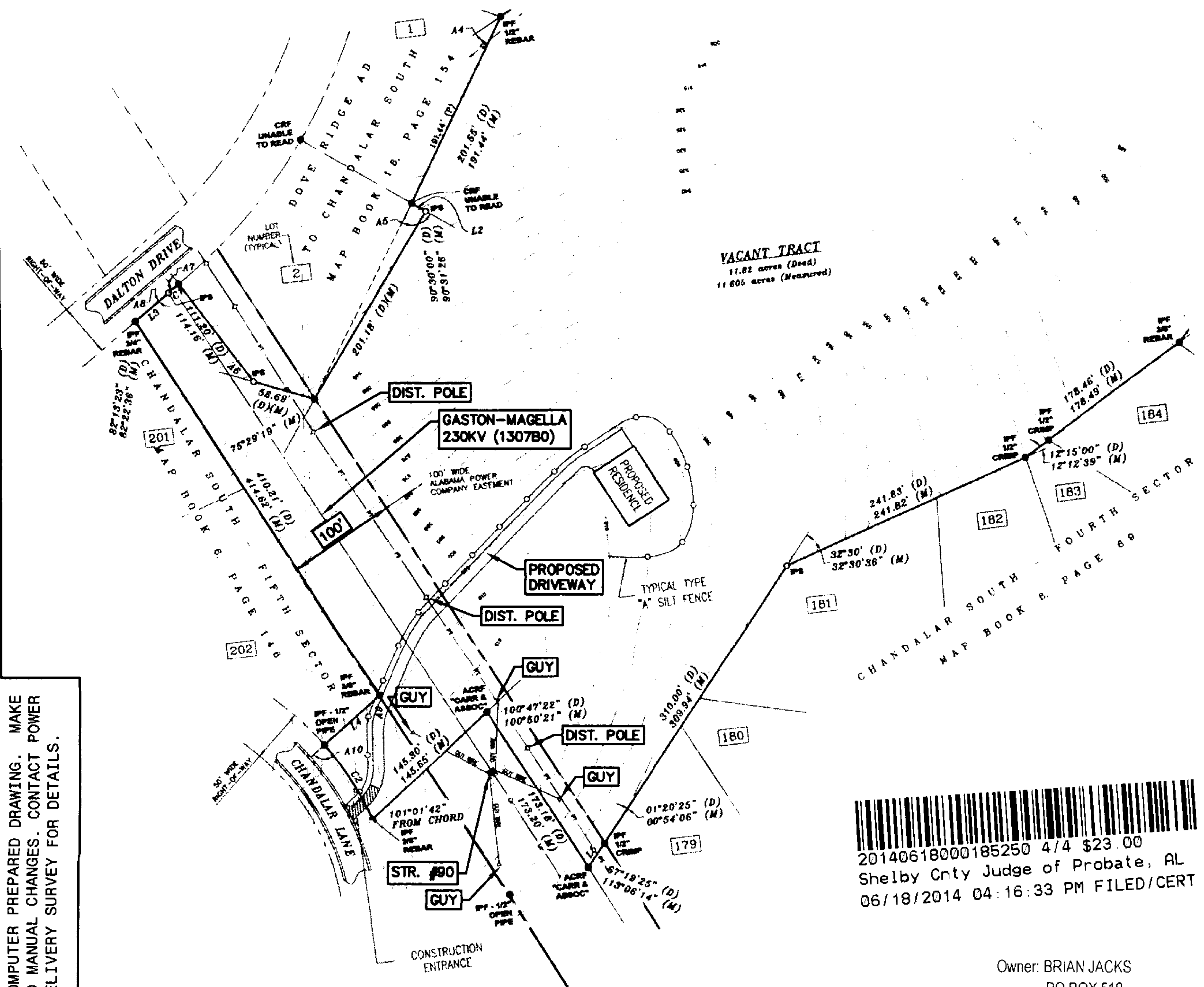
T-20-S, R-03-W

SE 1/4 OF NW 1/4 SECTION 1

VICINITY MAP



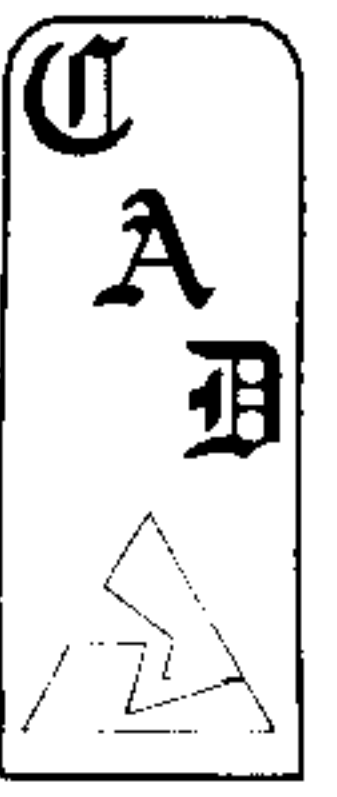
VICINITY MAP
NOT TO SCALE



COMPUTER PREPARED DRAWING. MAKE NO MANUAL CHANGES. CONTACT POWER DELIVERY SURVEY FOR DETAILS.

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Owner: BRIAN JACKS
PO BOX 518
PELHAM, AL 35124



DRAWN: SAM
CHECKED: BNV
APPROVED:
DATE: 06/04/14



LICENSEE NAME: BRIAN JACKS
APC PARCEL NO.: 297762
REFERENCE TO: AX-164046 SHEET 10
TYPE: ENCROACHMENT DETAIL
SCALE: NTS

A-430345

EXHIBIT "A"