

IV 4 131030  
Parcel # 70258546

TAW - Standard

SUBJECT:

Driveway-Gravel

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 JOHN T. HILLMAN AND THERESA G. HILLMAN (hereinafter referred to as "Licensee").

WITNESSETH:

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 125 feet in width, which is a part of a tract of land situated in the Southeast Quarter of the Northwest Quarter and the Southwest Quarter of the Northwest Quarter of Section 17, Township 20 South, Range 3 West, also being known as Lot 308A, according to the final plat of Riverwoods, Third Sector Resurvey, as recorded in Map Book 31, Page 132, Shelby County, Alabama, such easement being more particularly described in that certain instrument executed by Alabama Power Company and Western Pocahontas Properties Limited Partnership, et, al., and recorded in Deed Book 232, Page 626 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: gravel driveway, as shown on Alabama Power Company Drawing A-428147, 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 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 188 Appleford Road, Helena, AL. 35080 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, Licenser 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 Licenser 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 Licenser'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 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 24<sup>th</sup> day of September, 2013

ALABAMA POWER COMPANY

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

WITNESS:  
[Signature]  
[Signature]

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

OR

ATTEST (if corporation) or WITNESS

\_\_\_\_\_  
(Name of Corporation/Partnership/LLC)

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

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STATE OF ALABAMA )  
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, has, with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 24<sup>th</sup> day of September, 2013.

My commission expires: 03-20-2017

Nicole VanPelt  
Notary Public - State at Large

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STATE OF ALABAMA )  
Jefferson COUNTY )

I, Renée Hollis, a Notary Public in and for said County in said State, hereby certify that John T. Hillman - Theresa G. Hillman 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 10<sup>th</sup> day of September, 2013.

My commission expires: 11/24/16

Renée Hollis  
Notary Public - State at Large  
Renée Hollis

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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

  
20140807000246190 3/4 \$23.00  
Shelby Cnty Judge of Probate, AL  
08/07/2014 02:35:08 PM FILED/CERT

# SHELBY COUNTY, ALABAMA

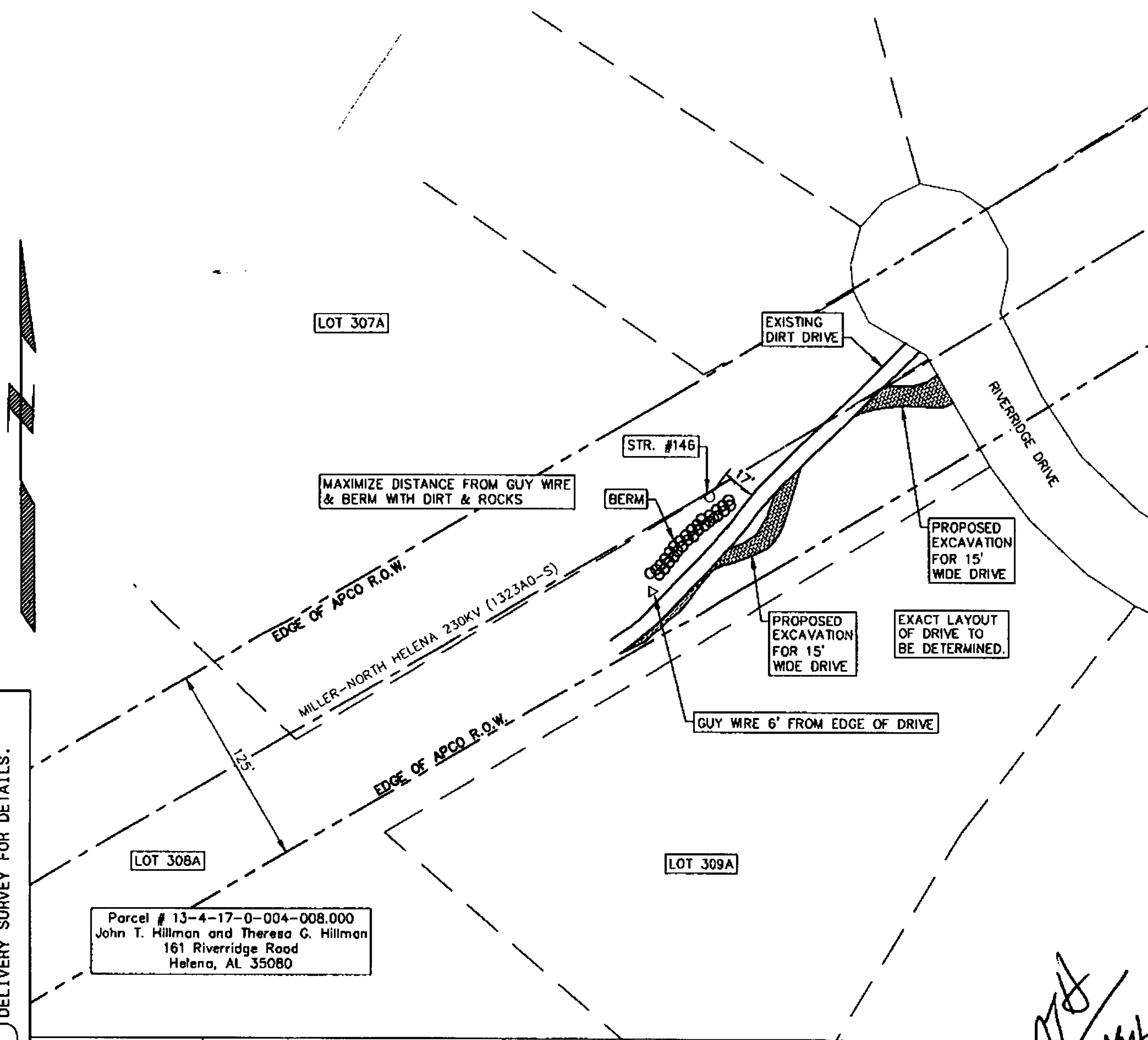
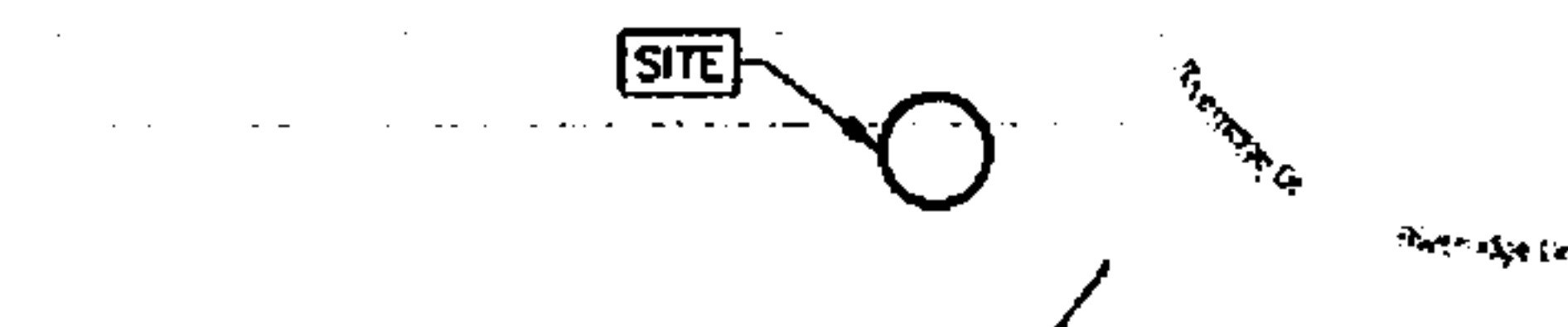
## SE 1/4 OF NW 1/4 & SW 1/4 OF NW 1/4

### T-20-S, R-03-W

### SECTION 17

VICINITY MAP

20140807000246190 4/4 \$23.00  
 Shelby Cnty Judge of Probate, AL  
 08/07/2014 02:35:08 PM FILED/CERT



Parcel # 13-4-17-0-004-008.000  
 John T. Hillman and Theresa G. Hillman  
 161 Riveridge Road  
 Helena, AL 35080

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



DRAWN: SAM  
 CHECKED: BNV  
 APPROVED:  
 DATE: 09/10/13



LICENSEE NAME: JOHN T. & THERESA G. HILLMAN  
 APC PARCEL NO.:  
 REFERENCE TO: AX-366404 SHEET 15  
 TYPE: ENCROACHMENT DETAIL  
 SCALE: NTS

**A-428147**

EXHIBIT "A"