TAW - Drive

#307

(TL-26-7-11)
70159981
(affects: 50036965)

ENCROACHMENT AGREEMENT

This Instrument Prepared By:

Jeff J. Callicott
Alabama Power Company
Post Office Box 2641
Birmingham, AL 35291

RiverWoods Properties, LLC

SE-1/4 of NW-1/4
Section 17, Township 20 South, Range 3 West
Shelby County, Alabama

Alabama Power Company, hereinafter called the "Power Company", hereby consents for **RiverWoods Properties, LLC**, hereinafter called the "Undersigned" to use an area within the Power Company's above-named transmission line right(s) of way described as follows:

> Said right of way being 125 feet in width and extending in part through the above-described area on which Power Company has constructed and now maintains and operates said electric transmission lines by virtue of certain easements heretofore acquired by the Power Company. The said right(s) of way (is or are) more particularly described in Power Company's documents: that certain instrument executed by 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.

The use of the area by the Undersigned within said right of way, pursuant to this consent, shall be limited to the construction, operation, and maintenance of driveways in to lots 307A and 308A, hereinafter referred to as the "Encroachment" as approved by the Regional Transmission Department. **It is specifically understood that no buildings or other obstructions of any type will be permitted within or on subject transmission right of way.**

The plans and specifications as submitted by the Undersigned meet the Power Company's approval provided the Undersigned agrees to the following terms and conditions:

1. The Undersigned agrees to obtain all necessary rights from the owners of the lands crossed by the Power Company's right(s) of way in the event the Undersigned does not own the said lands and rights.

2. The Undersigned agrees to use said area within the Power Company's right(s) of way in such a manner that will not interfere with Power Company's activities and facilities as now, or hereafter, exist thereon (hereinafter referred to as Power Company's "activities" and "facilities"). In the event the Encroachment should interfere with Company's activities or facilities in the future, the undersigned agrees to revise, relocate or remove the Encroachment so as to remedy such interference.

3. The Undersigned agrees that the use of Power Company's right(s) of way as herein provided shall in no way affect the validity of the Power Company's easement(s) and shall in no way modify or restrict the use or rights of the Power Company, its successors or assigns, in and to the area to be used. The Undersigned acknowledges that Undersigned's use of Power Company's right(s) of way is with the recognition of the superior easement of the Power Company.

4. The use of said area within said right(s) of way by the Undersigned shall be at the sole risk and expense of the Undersigned; and that the Power Company is specifically relieved of any responsibility or damage to the facilities and property of the Undersigned resulting or occurring from the use of said right of way by the Power Company as provided for herein. Undersigned agrees not to bring action from the legal process in that instance.

5. The Undersigned agrees not to use and will prohibit agents, employees and contractors of Undersigned from using any tools, equipment or machinery within ten (10) feet of Power Company's overhead conductors. Undersigned agrees to comply with the attached copy of Act 504 passed by the 1967 Regular Session of the State of Alabama Legislature.

6. The Undersigned also agrees that in the use of the right(s) of way, Undersigned will not in any way cause the facilities of the Power Company now or hereafter located on the right(s) of way to become or remain in violation of the requirements of the National Electric Safety Code. The Undersigned also agrees to meet the standards and requirements of OSHA pertaining to or associated with Power Company's facilities. The Undersigned agrees to reimburse the Power Company for all cost and expense for any damage to the Power Company's facilities resulting from the use by the Undersigned of said area within said right(s) of way.

Shelby County, AL 11/01/2005
State of Alabama

Deed Tax:$.50

20051101000565840 1/4 $20.50
Shelby Cnty Judge of Probate,AL
11/01/2005 09:41:10AM FILED/CERT

10784	EAL				00100	566/100	
PRCN	CT	ACTVY	EWO	PROJ	LOC	ENRC/SUB	BRCH

7015981

7. The Undersigned agrees to notify or have his contractor(s) notify the Power Company's Transmission Representative William A. Tidwell, Telephone No. (205)226-1098 at least two (2) days prior to actual construction on the Power Company's right(s) of way.

8. R/W LANDSCAPING SPECIFICATIONS: Right-of-way documents grant the Power Company the right to remove trees and brush from the limits of the right of way. However, for aesthetics in urban areas, Power Company will permit some planting of shrubbery and low growing trees provided these plants do not interfere with the access to and operation of Power Company's facilities. The Undersigned agrees to prune and maintain all vegetation. A plant low growing trees is defined as a tree which normally grows no more than 15 feet in height at maturity.

9. This Agreement shall inure to the benefit of and be binding upon the parties, their heirs, successors and/or assigns.

The Undersigned hereby accepts the foregoing consent subject to the terms and conditions set forth above and in the event the Undersigned fails to perform as herein provided and has not executed this Agreement on or before the 1st day of September, 20 05, this Agreement shall become void and no use of the Power Company's right of way as herein provided for shall be made.

TO HAVE AND TO HOLD the same to the Power Company, its successors and assigns, forever.

IN WITNESS WHEREOF, this Agreement has been duly executed, this the 10th day of June, 20 05

_____ _____(Seal)
Witness

_____ _____(Seal)
Witness

NOTARY PUBLIC: Henry K. Oglesby (My Commission Expires: 8-21-2008)

OR

ATTEST (if corporation) or WITNESS

RiverWoods Properties, LLC
(Name of Corporation/Partnership/LLC)

By:_____
Its:_____

By: Jeff Tidwell
Its: Business Mgr

NOTARY PUBLIC: Henry K. Oglesby

(My Commission Expires:_____)

MY COMMISSION EXPIRES: 8-21-2008

The Power Company has by its duly authorized agent executed this Agreement, this 31st day of May, 2005.

Witness Gail B. Ginn

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 30, 2006
BONDED THRU NOTARY PUBLIC UNDERWRITERS

NOTARY PUBLIC: _____

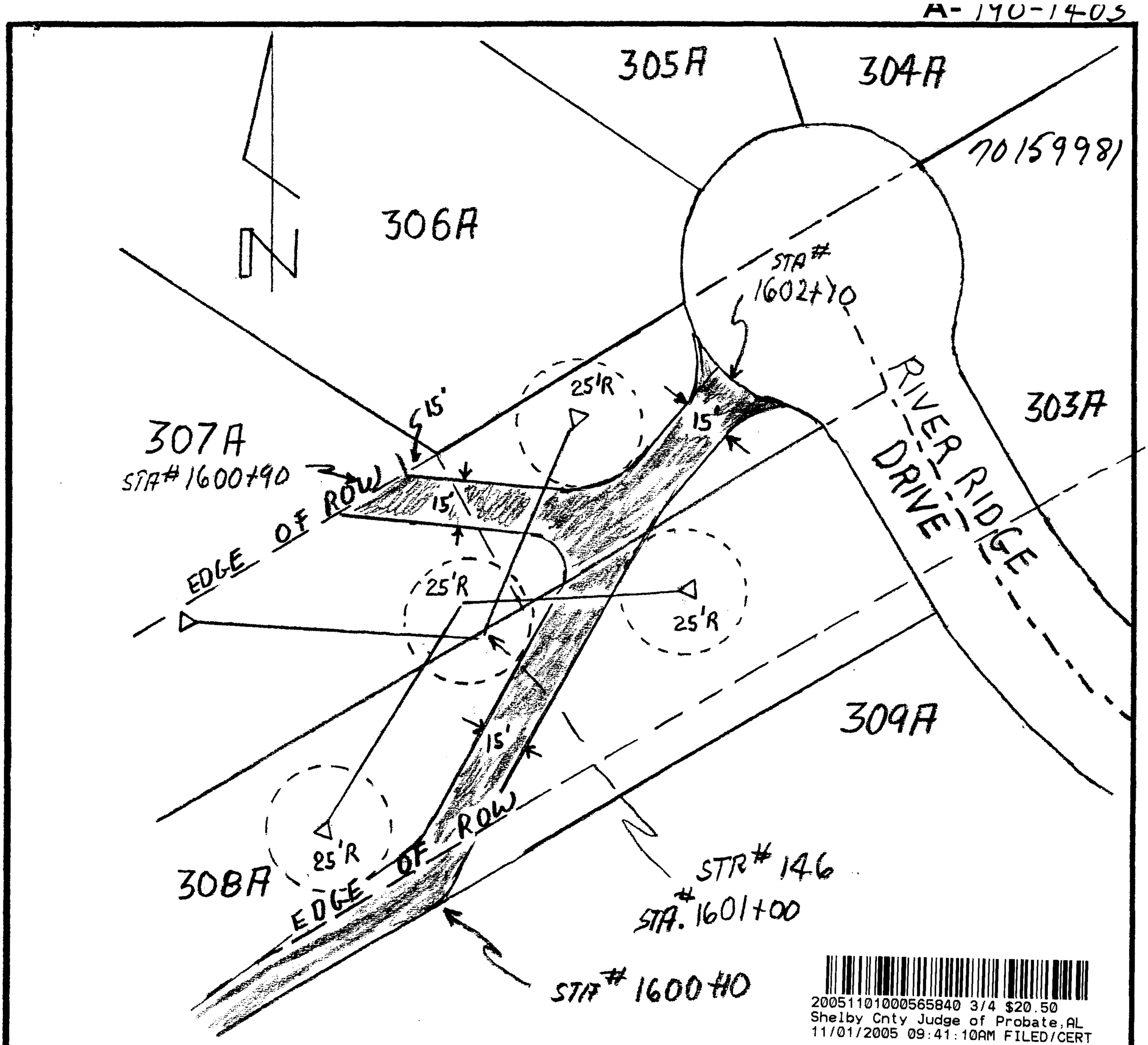
ALABAMA POWER COMPANY

By: Jeff J. Callicott
Name: Jeff J. Callicott
Title: Real Estate Specialist

(My Commission Expires: _____)

20051101000565840 2/4 $20.50
Shelby Cnty Judge of Probate,AL
11/01/2005 09:41:10AM FILED/CERT

A-190-1403



20051101000565840 3/4 $20.50
Shelby Cnty Judge of Probate, AL
11/01/2005 09:41:10AM FILED/CERT

ROW FROM: POCAHONTAS PROPERTIES LTD.
CONDEMNATION CASE
#28-57 PARCEL # 5003696S

1" = 55'

MILLER - NORTH HELENA 230 KV T.L.
SE1/4 OF THE NW1/4 OF SECTION 17
T-20S, R-3W

DR WATTOWELL	NO.	DATE	REVISION
TR			
CK			
APP			
DATE			

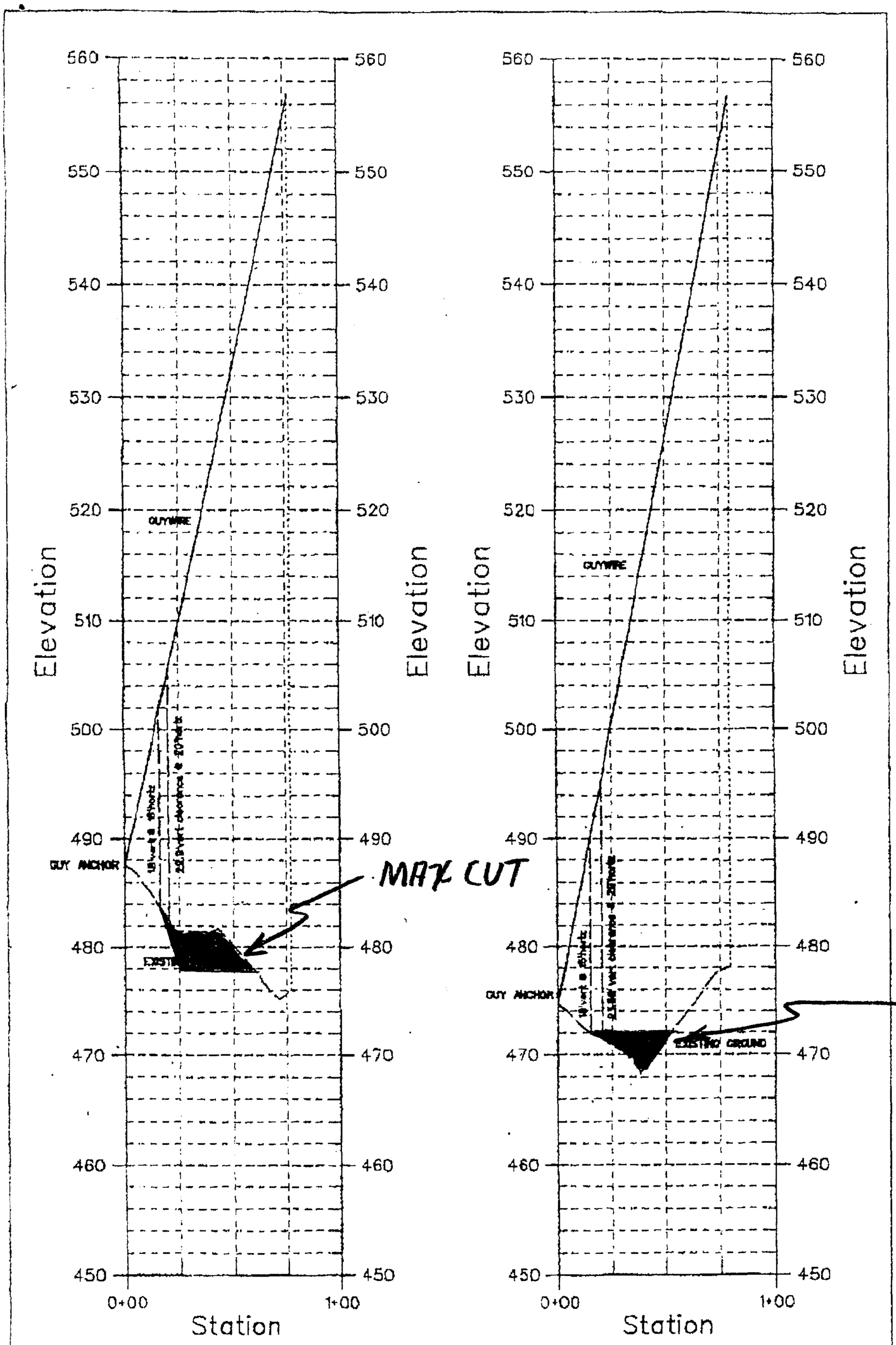
ALABAMA POWER COMPANY

SUBJECT MILLER - NORTH HELENA 230 KV

DETAIL DRIVE TO LOT 307A & 308A RIVERWOODS

SUPERSEDES NONE SCALE 1" = 55' SH. 1 OF ___ SHEETS

A-190-1403



GUYWIRE - A

GUYWIRE - B

EXHIBIT
APCO GUYWIRE CLEARANCE PROFILES
RIVERWOODS THIRD SECTOR
HELENA, ALABAMA
01-13-05
P 2 of 2

20051101000565840 4/4 $20.50
Shelby Cnty Judge of Probate, AL
11/01/2005 09:41:10AM FILED/CERT

A-190-1404