



20090522000195100 1/7 \$29.00
Shelby Cnty Judge of Probate, AL
05/22/2009 01:49:52 PM FILED/CERT

TAW – Parking / Dumpster

SUBJECT: Calera – Columbiana Transmission Line Right of Way

This Instrument Prepared By:

**Parking and Placement of Dumpster on Right of Way
By Jack's Family Restaurants
At 207 West Collage Street, Columbiana Alabama, 35051**

**William A. Tidwell
Alabama Power Company
Post Office Box 2641
Birmingham, AL 35291**

STATE OF ALABAMA)
:
COUNTY OF Shelby)

THIS AGREEMENT, made and entered into between **ALABAMA POWER COMPANY**, a corporation, (hereinafter referred to as "**Licensor**"), and Jack's Family Restaurants, a corporation, (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 or right of way which embraces, among other rights, the right to construct, operate and maintain electric transmission lines and all communication lines, towers, poles and appliances necessary or convenient in connection therewith upon, under, over and across a strip of land 100 feet in width, which is a part of a tract of land situated in the Northeast ¼ of Section 26, Township 21 South, Range 1 West, in Shelby County Alabama, and is particularly described in that certain instrument executed by J. H. Williams M. D. dated Febuary 25, 1926 and recorded in the Office of the Judge of Probate, Shelby County, Alabama, and a copy is marked Exhibit "B" and is attached . Reference is hereby expressly made to such record for a particular description of such easement or right of way; and


WHEREAS, Licensee recognizes that Licensor has heretofore constructed and is presently operating and maintaining electric transmission lines, towers, poles, appliances and fixtures on such easement and has the right and authority under that certain deed referred to above to construct, operate and maintain electric transmission lines and all communication lines, towers, poles and appliances necessary or convenient in connection therewith; 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 as a parking area on the right of way as shown on Jack's Family Restaurant Site Layout Plan Sheet C-2 Dated 1/8/09 by St. John & Associatea, Inc drawing, marked Exhibit "A", attached hereto and made a part hereof, such area being hereinafter sometimes called the "**Encroachment**"; and

WHEREAS, the continued maintenance of such Encroachment does and will benefit Licensee in the use of the tract of land of which such strip of land is a part and will inconvenience, burden and interfere with Licensor in the exercise of its rights in and to such easement and will increase the risks imposed upon it in connection with the exercise of such rights in and to such easement;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and in further consideration of the sum of One Dollar (\$1.00) in hand paid by the Licensee to the Licensor, the receipt whereof is hereby acknowledged, it is hereby agreed and covenanted between the parties hereto as follows:

1. Licensor hereby expressly consents to Licensee's maintenance of such Encroachment upon said strip of land, subject to the terms of this agreement.


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2. Licensee will secure and maintain at its expense, a policy of public liability insurance in a form acceptable to Licensors and in a corporation which is qualified to do business in the State of Alabama and which is acceptable to Licensors, which policy shall insure Licensors against and hold it harmless from any and all liability which Licensors may incur as the result of any personal injuries, death to persons or damage to or destruction of property, whenever occurring, suffered or allegedly suffered by Licensee, its employees, tenants, invitees, licensees, or any other persons whomsoever, based upon or growing out of the ownership, use or occupancy of said strip of land or the construction, operation or maintenance of such electrical facilities on said strip of land by Licensors, caused, occasioned, or contributed to by the negligence of Licensee, its agents, servants, employees, tenants, invitees, licensees, or any other persons whomsoever, and even though caused, occasioned or contributed to by the negligence, sole or concurrent, of the Licensors, its agents, servants or employees so long as such claim or loss involves in any way the construction, operation, maintenance or presence of the Encroachment. Such policy shall provide coverage to Licensors by naming Alabama Power Company as an additional assured against risk of such liability in the amount of Two Million Dollars (\$2,000,000) for each occurrence, personal injury or injuries, death to persons and/or damage to or destruction of property or properties, and shall contain a provision that such policy will not be terminated as to Licensors until Licensors shall have been given at least ninety (90) days notice in writing of the date on which such policy will be terminated. Licensee will furnish Licensors with either a certified copy of such policy or other sufficient evidence thereof within thirty (30) days after the execution of this agreement and on each subsequent renewal date of such policy. The minimum amount of assured liability is subject to review for adjustment by Licensors after five (5) years from the date of this agreement and subsequent adjustments are subject to review after five (5) years from the date of such adjustments.

3. Licensee agrees and covenants that neither by the occupancy of such portions of said strip of land with such Encroachment, nor in any other way, has it claimed or is it claiming: (1) adversely to Licensors in its ownership of such easement, or (2) the right to maintain such Encroachment on such strip of land, but that the maintenance of such Encroachment by Licensee on said strip of land is with the recognition of the superior easement of Licensors, including the right to Licensors to place additional facilities hereafter on such strip of land.

4. Licensee agrees that in the use of said easement as designated herein or in any other manner, it will not in any way cause the transmission lines, communication lines, or any other structures or electrical equipment of Licensors now or hereafter located on such strip of land to become or remain in violation of the requirements of the National Electrical Safety Code as to clearances between electrical conductors and ways accessible to pedestrians and vehicles. The said National Electrical Safety Code herein referred to is more specifically described in "Safety Rules for the Installation and Maintenance of Overhead Electric Supply and Communication Lines" published currently by the Institute of Electrical and Electronics Engineers.

Licensee also agrees to meet the standards and requirements of OSHA pertaining to or associated with Licensors's facilities.

5. Licensee agrees that in the event Licensors notifies it in writing that said Licensee's facilities, or any parts thereof, on said Licensors's easement must be removed from said easement to permit Licensors's existing or proposed construction, operation or maintenance of electric transmission lines, communication lines, or other structures and facilities on such Licensors's easement, Licensee, in such event, will immediately cause said all said Encroachment, or designated parts thereof, on such strip of land to be removed therefrom for a period of time requested by Licensors in order to enable Licensors to perform construction or maintenance work on such easement.



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6. Licensee further agrees and covenants that it will construct and maintain at its own expense and in a manner satisfactory to and approved by Licensor, a concrete curb, barricade, fender or other adequate protective structure around each tower, poles, guy wire, or other work now existing on said easement within or enclosed by the present boundaries of the property owned by Licensee and each tower, pole or other work which Licensor may construct in the future on such strip of land within said boundaries in order to protect the same against damage from vehicles driven or parked thereon.

7. Licensee further agrees and covenants that it will, within ninety (90) days from the date of Licensor's written notice to it, permanently remove such encroachments, or designated parts thereof, from such strip of land. In the event such written notice requests permanent removal of all such Encroachment, this agreement shall be considered canceled and terminated when said removal is properly completed within said ninety (90) day period. In the event Licensee shall fail within ninety (90) days after such notice is so mailed, to remove such Encroachment, or designated parts thereof, Licensor is hereby given the express privileges, power and authority to remove the same or any part thereof, to the property of Licensee outside Licensor's easement or right of way without incurring any liability to Licensee on account of any loss thereby sustained, including any liability for failure to maintain lateral support or liability for damage to the remainder of Licensee's property resulting from such removal even though Licensor is deemed negligent in such removal. Licensee agrees and covenants that it will in such event promptly reimburse Licensor for the reasonable expense incurred in said removal.

8. Licensee agrees and covenants upon Licensor's request to give to Licensor, its agents, servants or employees, a full and complete release, satisfaction and discharge of all claims which it may have against Licensor, its agents, servants or employees arising out of or resulting from any use by Licensor of that portion of its easement over and across said lands of Licensee, or any damage to Licensee's property, real and/or personal, caused during the removal authorized above in Paragraph 7, and to pay or cause to be paid all costs and expenses incurred by Licensor, its agents, servants or employees, in the repair of its facilities and expenses and attorney's fees incurred in defending any action which may be brought against Licensor, its agents, servants or employees, by reason of the matters contained herein.

9. Licensee agrees and covenants that: (1) in the use of said easement or right of way of Licensor, no flammable material, liquid or solid, will be stored or used on said easement or right of way; (2) any use of Licensor's easement or right of way not expressly agreed to herein is prohibited; (3) it will reimburse Licensor for the cost of any relocations or revisions of electrical facilities necessitated by the Encroachment; (4) no building of metal construction or otherwise, will be situated or maintained on any part of Licensor's easement or right of way; (5) no vehicles permitted to be parked on Licensor's easement or right of way will be over thirteen and one-half feet (13 1/2') in height. No lighting standards will be installed on Licensor's easement or right of way.

10. Notice herein referred to shall be deemed to be given by Licensor if the same is in writing at 124 West Oxmoor Rd Bham AL 35209 265 945-8167 Ext 109 and posted in the United States mail with postage prepaid.

11. It is understood and agreed between the parties hereto that all the undertakings and covenants herein are to be construed and intended as covenants which run with the land and are to be binding upon, enforceable against, and inure to the benefit of the parties hereto, their executors, administrators, successors and assigns.

12. Wherever in this agreement the term Licensor or Licensee is used, such term shall be deemed to include their respective executors, administrators, successors or assigns.

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IN WITNESS WHEREOF, the parties hereto have executed this instrument and affixed their seals on this the 30th day of April, 2009.

ALABAMA POWER COMPANY

By: William N. Maudlin Jr.
Name: William N. Maudlin Jr
Title: Encroachment Supervisor

JACK'S FAMILY RESTAURANTS
Name of Corporation/Partnership/LLC

By: Taylor Kitchens
Name: Taylor Kitchens
Title: Regional Director

STATE OF ALBAMA)
:
Jefferson COUNTY)

I, Laura Hunter, a Notary Public in and for said County in said State, hereby certify that William N. Maudlin Jr, whose name as Encroachment 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 the instrument, have, with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 4th day of May, 2009.

MY COMMISSION EXPIRES
JULY 26, 2010
My Commission Expires: _____
Laura Hunter
Notary Public - State at Large

STATE OF Alabama)
:
COUNTY OF Shelby)

I, Larry D. Gravitt, a Notary Public in and for said County in said State, hereby certify that Taylor Kitchens, whose name as Regional Director of Jack's Family Restaurants, a Inc., 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 Incorporation.

Given under my hand and official seal, this the 30th day of April, 2009.

My Commission Expires: 2-6-10
Larry D. Gravitt
Notary Public - State at Large

100000123

4958

1	0	0	0	0	0	1	2	3
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J. W. Williams m.d. a widower 267958
for and in consideration of the sum of one hundred & 000 Dollars
(\$ 100.00) to me in hand paid by Alabama Power Company, a corporation, the

receipt whereof is acknowledged, do hereby grant to said Company, its successors and assigns, the right to construct, operate and maintain electric transmission lines and all telegraph and telephone lines, towers, poles and appliances necessary or convenient in connection therewith from time to time upon a strip of land one hundred feet in width, as said strip is now located by the final location survey thereof heretofore made by said Company, over and across the lands of which it is hereinafter described as being a part, said survey to determine the boundaries of said strip, together with all rights and privileges necessary or convenient for the full enjoyment or use thereof for the purposes above described, including the right of ingress and egress to and from said strip and the right to cut and keep clear all trees and undergrowth and other obstruction on said strip and danger trees adjacent thereto which now or may hereafter injure or endanger any of the works on said strip, and the right to install, maintain and use anchors and guy wires on land adjacent to said strip.

Said strip is a part of a tract of land situated in Shelby County, Alabama, described as follows:

The west half of northeast quarter of section 26 Township 21 south Range 1 west

Said strip is approximately described as follows: Fifty feet on east side of a line and the continuation thereof; Commence at a point on west boundary of said section 26, said point being south of 3860 feet from north west corner of said section 26; thence run north 35 degrees 21 minutes East 3584.3 feet to a point; this is the point of beginning; thence run north 55 degrees 21 minutes east 927 feet more or less to a point in center of public road.

TO HAVE AND TO HOLD the same to the said Company, its successors and assigns, forever.
The grantors shall have the right to cultivate and use said strip of land for any purpose not inconsistent with the rights which the grantee may from time to time exercise hereunder.

IN WITNESS WHEREOF J have hereunto set my hand and seal, this the 25 day of February, 1926

WITNESS:
J. H. Williams m.d. (Seal)
(Seal)

Exhibit "B"
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Exhibit "B"

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STATE OF Alabama
County of Shelby
I, L. B. Riddle, a Judge of Probate
in and for said County in said State, do hereby certify that J.H. Williams M.D.
whose name 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 executed the same
voluntarily, on the day the same bears date.
Given under my hand and official seal, this the 25 day of February, 1926
L. B. Riddle
Judge of Probate

01056

Calera-Columbiana LINE

Parcel No. 4956 Abstract No. _____

Distance _____ Consideration \$ _____

THE STATE OF ALABAMA

Shelby County

Transmission Line Permit

FROM

J.H. Williams, M.D.

TO

ALABAMA POWER COMPANY

Form 5185

THE STATE OF ALABAMA, }
Shelby County. } ss.

I hereby certify that the within instrument
was filed in my office for record on the 19th
day of March 1926 at
8 o'clock A. M., and duly recorded
in Deed Book 80, Page 221
and examined.

L. B. Riddle
Judge of Probate of said County.

STATE OF _____
County of _____

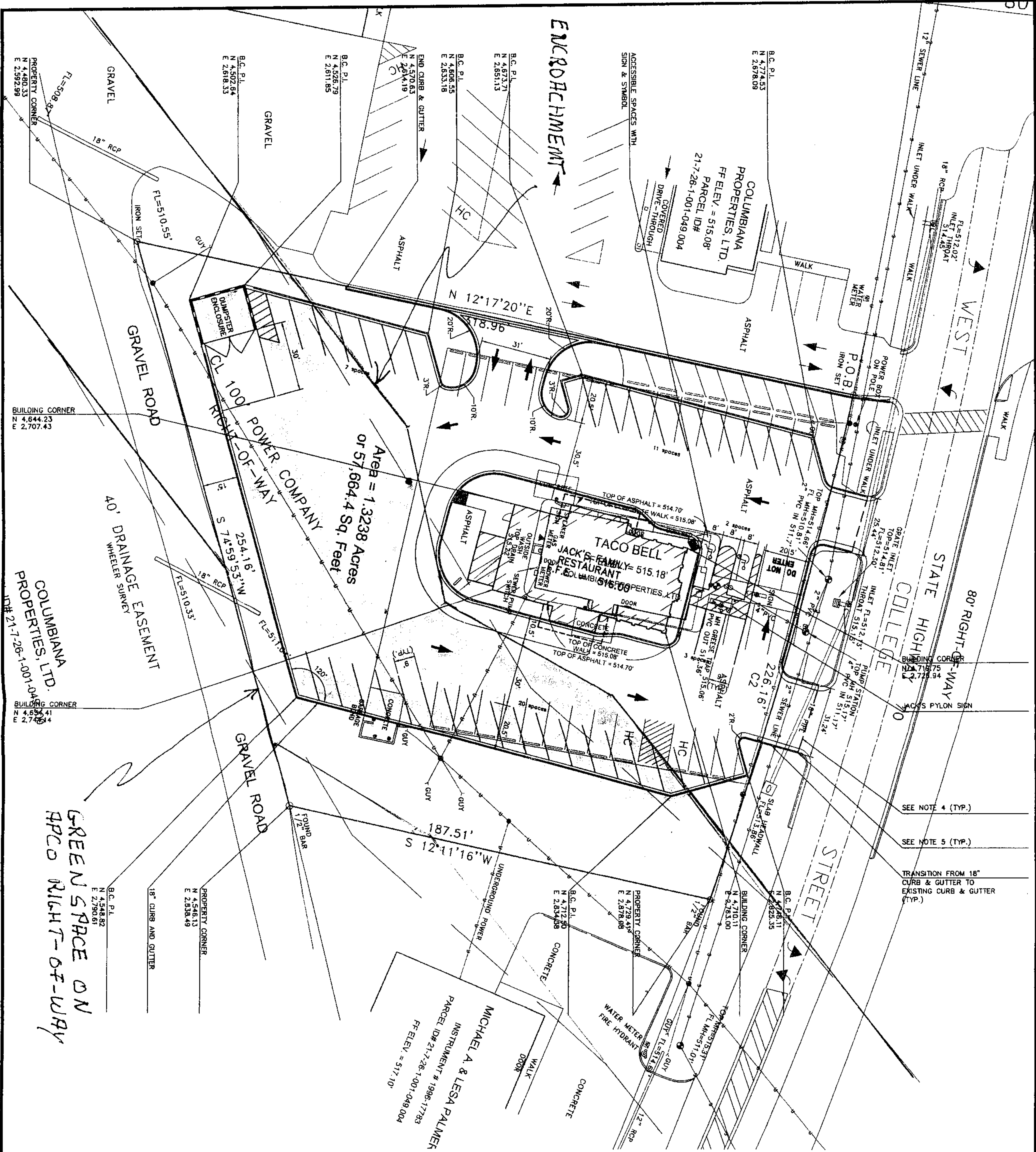
I, _____, a _____,
in and for said County in said State, do hereby certify that on the _____ day of _____,
1926, came before me the within named _____, known to me to be the wife of the within
named _____ who being examined separate and apart
from the husband touching her signature to the within instrument, acknowledged that she signed the
same of her own free will and accord, and without fear, constraint or threats on the part of the hus-
band.

Given under my hand and official seal, this the _____ day of _____, 1926

an. 8125
Rev P 74 50
REPORTED 8125 Check



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GRAPHIC SCALE
1 inch = 20 ft.

N

1/8/09

LEGEND

BUILDING

CURB & GUTTER

RADIUS

TYPICAL

NORTH

EASTING

POINT OF INTERSECTION

BACK OF CURB

NOTES:

1. ALL DIMENSIONS ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.

2. BACK OF CURB RADIUS ARE 5' UNLESS OTHERWISE NOTED.

3. STRIPING FOR PARKING SPACES SHALL BE 4" TRAFFIC STRIPING.

4. STRIPING FOR ACCESSIBLE PARKING SPACES SHALL BE BLUE.

5. CONTRACTOR SHALL MATCH EXISTING PAVEMENT IN GRADE AND ALIGNMENT.

6. CONTRACTOR SHALL MATCH EXISTING CURB & GUTTER IN GRADE, SIZE, TYPE, AND ALIGNMENT.

Parking Space Tabulation

Required Spaces	1 Space per 100 sq. ft. of building area	Total Spaces Required	Total Spaces Provided
3388.00 sq. ft.	34	34	43

ZONED B-1

Exhibit "A"

Exhibit "B"

Exhibit "C"

Exhibit "D"

Exhibit "E"

Exhibit "F"

Exhibit "G"

Exhibit "H"

Exhibit "I"

Exhibit "J"

Exhibit "K"

Exhibit "L"

Exhibit "M"

Exhibit "N"

Exhibit "O"

Exhibit "P"

Exhibit "Q"

Exhibit "R"

Exhibit "S"

Exhibit "T"

Exhibit "U"

Exhibit "V"

Exhibit "W"

Exhibit "X"

Exhibit "Y"

Exhibit "Z"

Jack's Family Restaurant

Site Development Plans

COLUMBIANA, ALABAMA

SITE LAYOUT PLAN

St. John & Associates, Inc.

Consulting Engineers and Planners

Cullman, Alabama

508 FIRST AVENUE S.E., CULLMAN, ALABAMA 35055 (256) 734-2114

DRAWN BY TLM

DESIGNED BY DAB

APPROVED BY WGS

DATE 1/8/09

SCALE 1" = 20'

NO. 1

DATE 1/8/09

ISSUED FOR APPROVAL

DESCRIPTION

REVISION

WGS

APP'D BY

St. John & Associates

Jack's Family Restaurant
Site Development Plans
COLUMBIANA, ALABAMA

St. John & Associates, Inc.
Consulting Engineers and Planners
Cullman, Alabama
508 FIRST AVENUE S.E., CULLMAN, ALABAMA 35055 (256) 734-2114

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St. John & Associates