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Shelby Cnty Judge of Probate, AL
04/26/2013 10:46:54 AM FILED/CERT

TAW - Standard

SUBJECT: Fence and Sign

GASTON – LEEDS 230KV (WEST CIRCUIT)

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 **BILLY JOE PICKETT AND WIFE, JOHNNIE RAE PICKETT** (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 **125** feet in width, which is a part of a tract of land situated in the **SOUTHWEST OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY** County, Alabama, such easement being more particularly described in that certain instrument executed by in those certain condemnation proceedings recorded in Book "H", Volume 13 and Alabama Power Company documents under parcel No. 346902; also in Book 275, Page 686 and APCo. Documents under parcel # 303352, dated July 26, 1972; also in Book 278, Page 489 and APCo. documents under parcel # 309217, dated September 27, 1972; 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: **CHAINLINK FENCE AND SIGN**, as shown on Alabama Power Company Drawing 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 **160 Sunrise Circle, Wilsonville, Al 35186**, 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 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 18th day of June, 2012.

ALABAMA POWER COMPANY

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

WITNESS:

LICENSEE:
Billy Joe Pickett (L.S.)
Johannie Rae Pickett (L.S.)

OR

ATTEST (if corporation) or WITNESS

(Name of Corporation/Partnership/LLC)

By: _____
Its: _____

By: _____
Its: _____

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 18th day of June, 2012.

My commission expires: 03-19-13 Nicole VanPelt
Notary Public - State at Large

STATE OF ALABAMA)
Shelby COUNTY)

I, Shelby Gladys Beasley, a Notary Public in and for said County in
said State, hereby certify that Billy Joe Pickett Johnnie Rae Pickett
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 18 day of June,
2012.

My commission expires: My Commission Expires May 3, 2014 Gladys Beasley
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

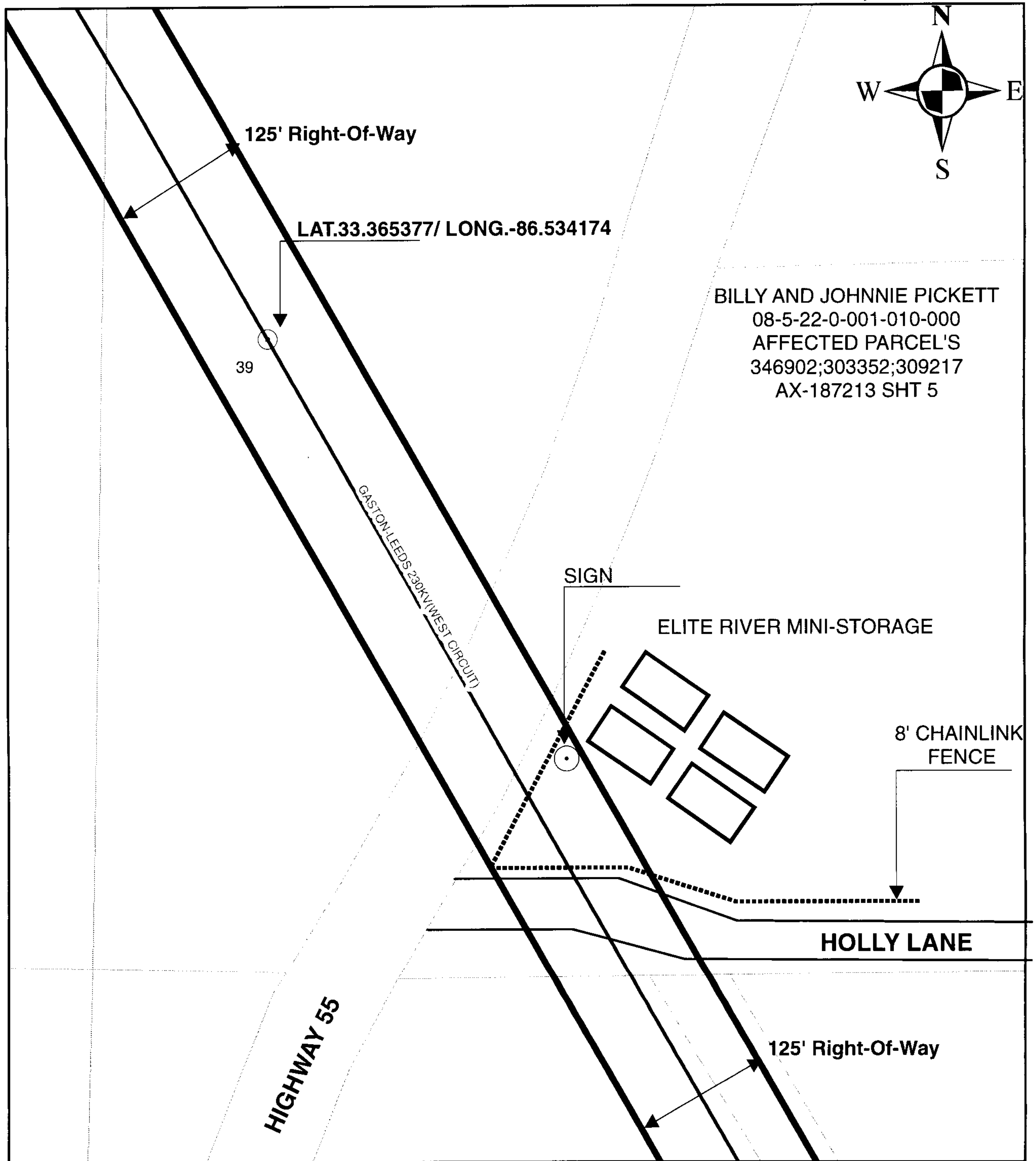
_____ of _____,
_____, a _____,
is signed to the foregoing instrument and who is known to me, acknowledged before on this day, that,
being informed of the contents of the instrument, _____, with full authority, executed the same
voluntarily for and as the act of said _____.

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

My commission expires: _____
Notary Public - State at Large

Exhibit "A"

SECTION 22 TOWNSHIP 19S RANGE 1E
SOUTHWEST OF THE NORTHWEST
SHELBY COUNTY, ALABAMA



OWNER: BILLY AND JOHNNIE PICKETT
8054 BEAR CREEK ROAD
STERRETT, AL 35147

ALABAMA POWER COMPANY

SUBJECT: GASTON - LEEDS 230KV (WEST CIRCUIT)

DRAWING PREPARED BY: BNV

ENCROACHMENT DETAILS: FENCE AND SIGN

SCALE: NTS

DATE: MARCH 30, 2012



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