

TAW - Standard

SUBJECT:

1107AB Helena SS – Straven

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 **Mediterranean Express LLC**, an Alabama limited liability company and **Lakeridge Mgmt LLC**, an Alabama limited liability company (hereinafter referred to collectively 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 Northeast of the Northwest Quarter of Section 21, Township 21 South, Range 03 West, being more particularly described in that certain instrument executed by Alabama Power Company and Tennessee Coal Iron and Railroad Company in Alabama Power Company documents under Permit No. 1145 dated December 27, 1915 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: A portion of the driveway located on the Alabama Power Right of way 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 Mediterranean Express 90 Lakeridge Mgmt LLC 102 Bonner Lane Helena, 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, 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 20<sup>th</sup> day of June, 2018.

ALABAMA POWER COMPANY

By: [Signature]  
Name: John Chitwood  
Title: ROW Services Supervisor

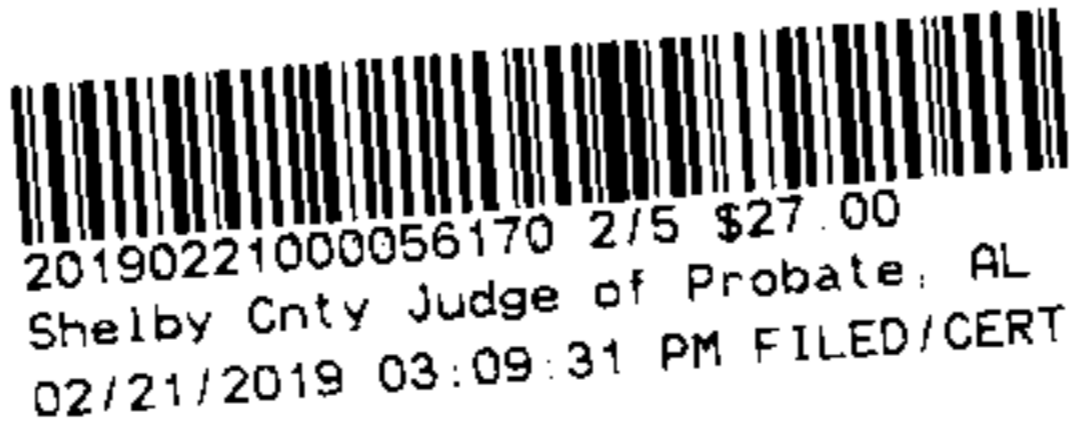
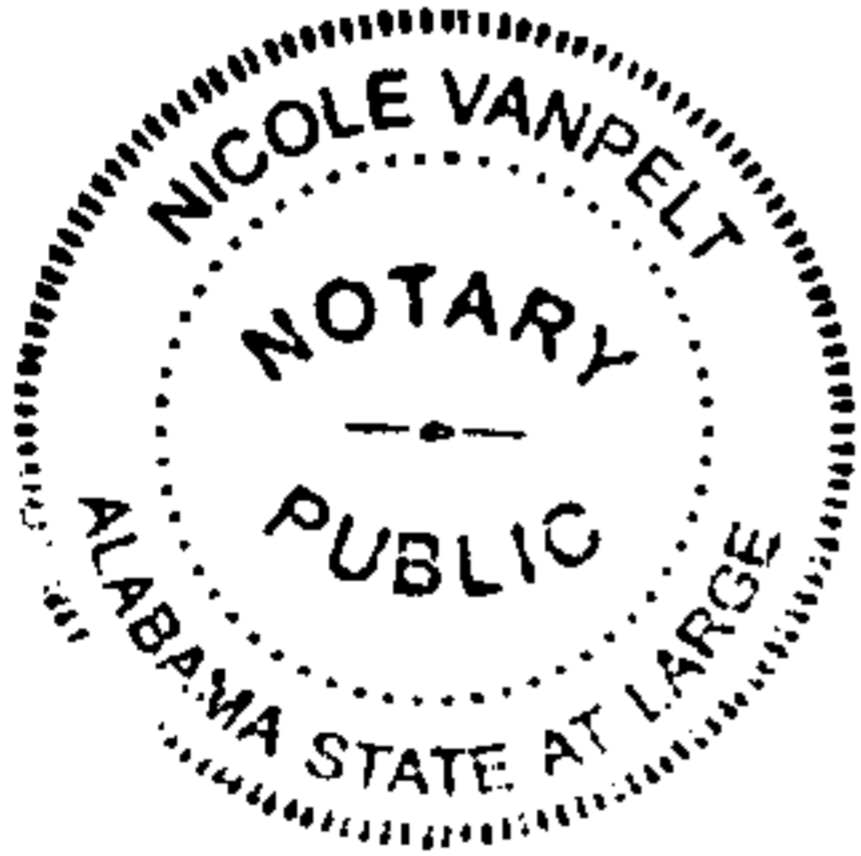
STATE OF ALABAMA )  
Shelby COUNTY )

I, Nicole VanPelt, a Notary Public in and for said County in said State, hereby certify that John Chitwood, whose name as ROW Services 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 20<sup>th</sup> day of June, 2018.

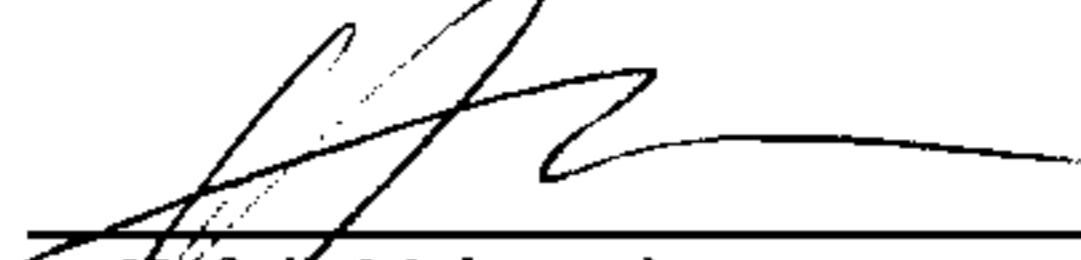
My commission expires: 03-21-21

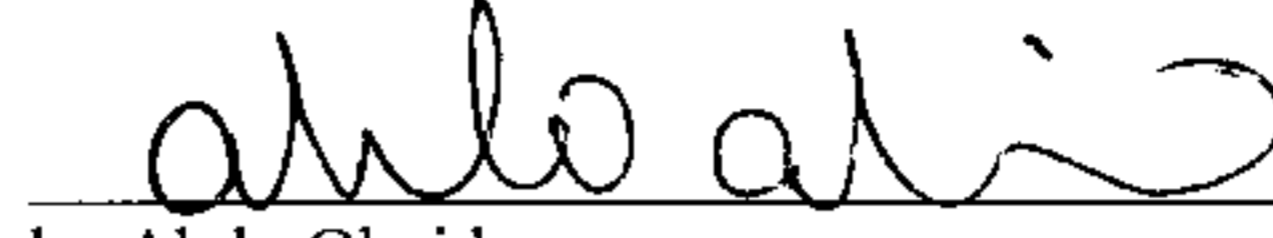
Nicole VanPelt  
Notary Public - State at Large



LICENSEE:

Mediterranean Express LLC

  
by Hafeedh Mohamed  
its Member 1 of 2

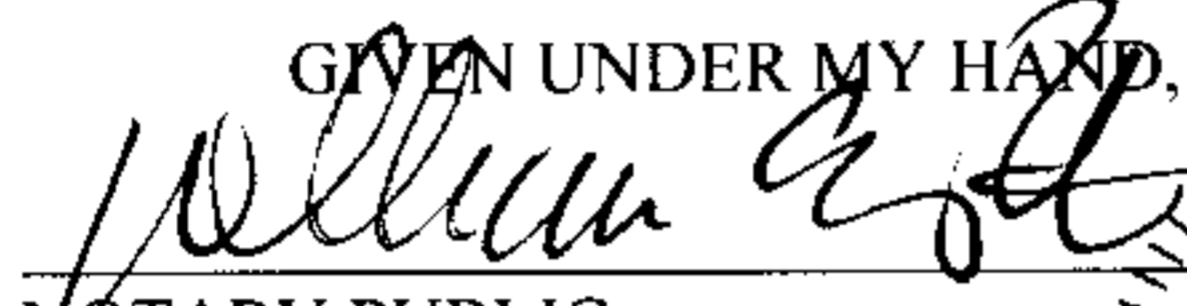
  
by Abdo Obeid  
its Member 2 of 2

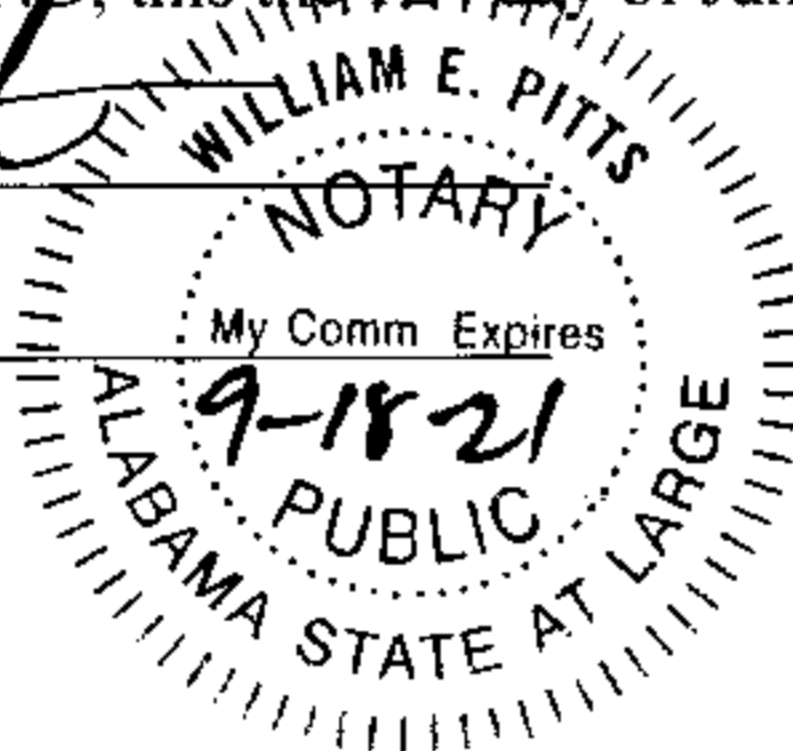
STATE OF ALABAMA )


COUNTY OF Shelby )

I, THE UNDERSIGNED AUTHORITY, a Notary Public in and for said county, hereby certify that Hafeedh Mohamed and Abdo Obeid, whose names as members of Mediterranean Express LLC are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that being informed of the contents of the said instrument, they, as such members and with full authority, executed the same voluntarily and as the act of said entity on the day and year set forth above.

GIVEN UNDER MY HAND, this the 12<sup>th</sup> day of June, 2018 June 12, 2018.

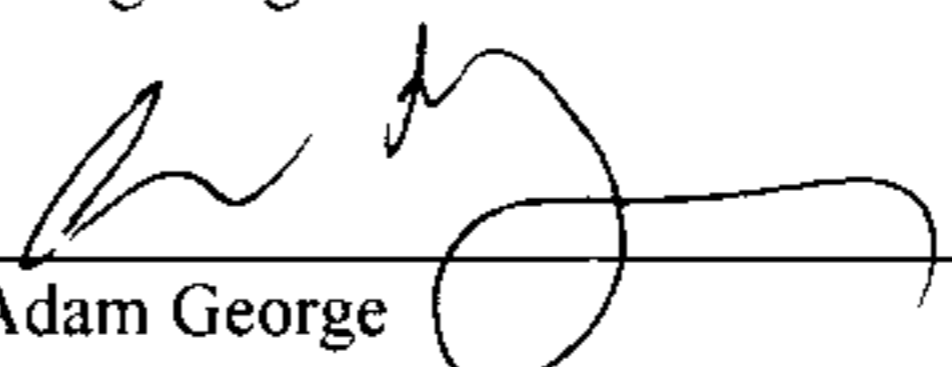
  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_




  
20190221000056170 3/5 \$27.00  
Shelby Cnty Judge of Probate, AL  
02/21/2019 03:09:31 PM FILED/CERT

**LICENSEE:**

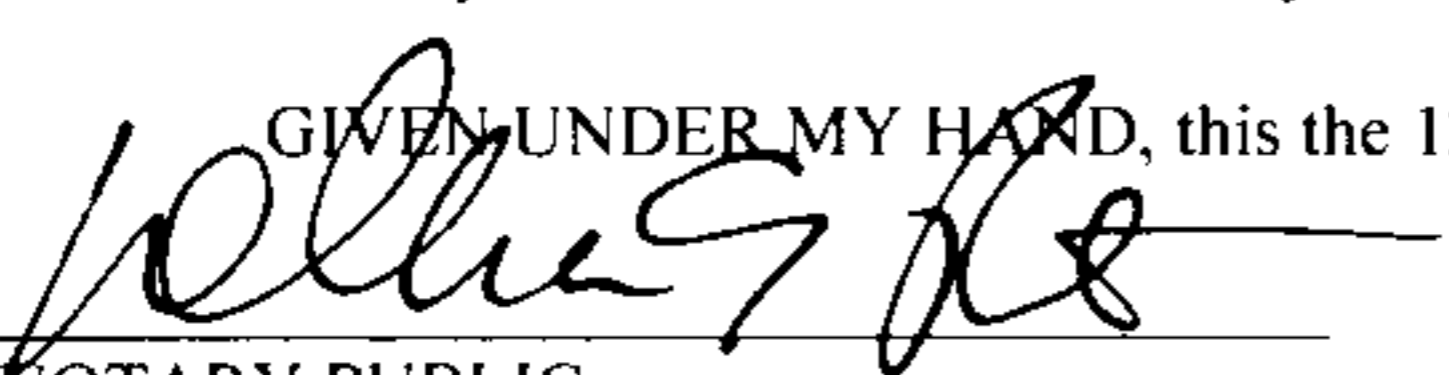
Lakeridge Mgmt LLC

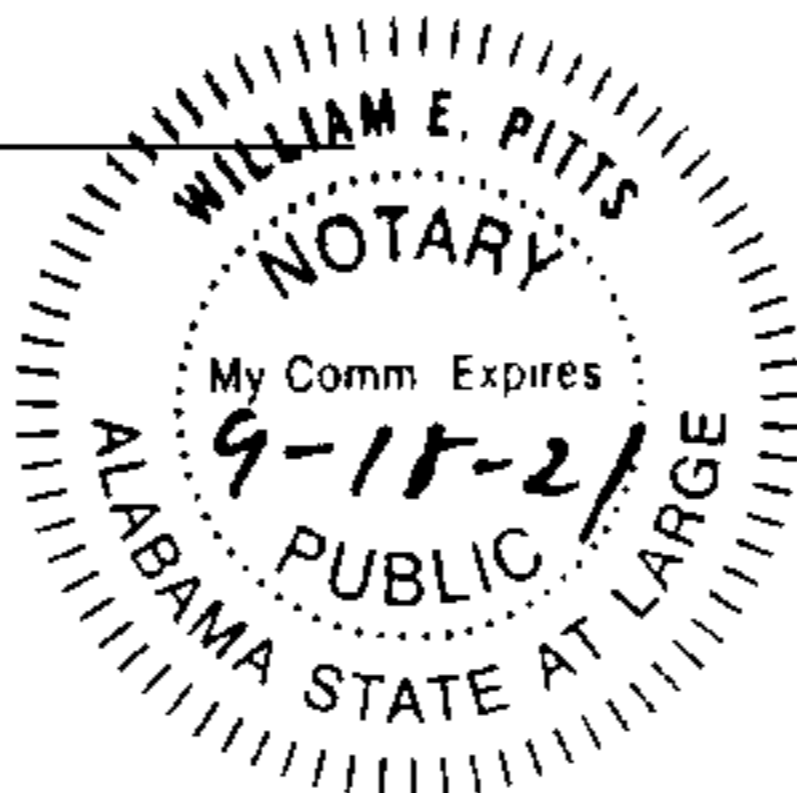
  
by Adam George  
its Member 1 of 2


  
by Deedra George  
its Member 2 of 2

STATE OF ALABAMA                    )  
COUNTY OF Shelby                    )

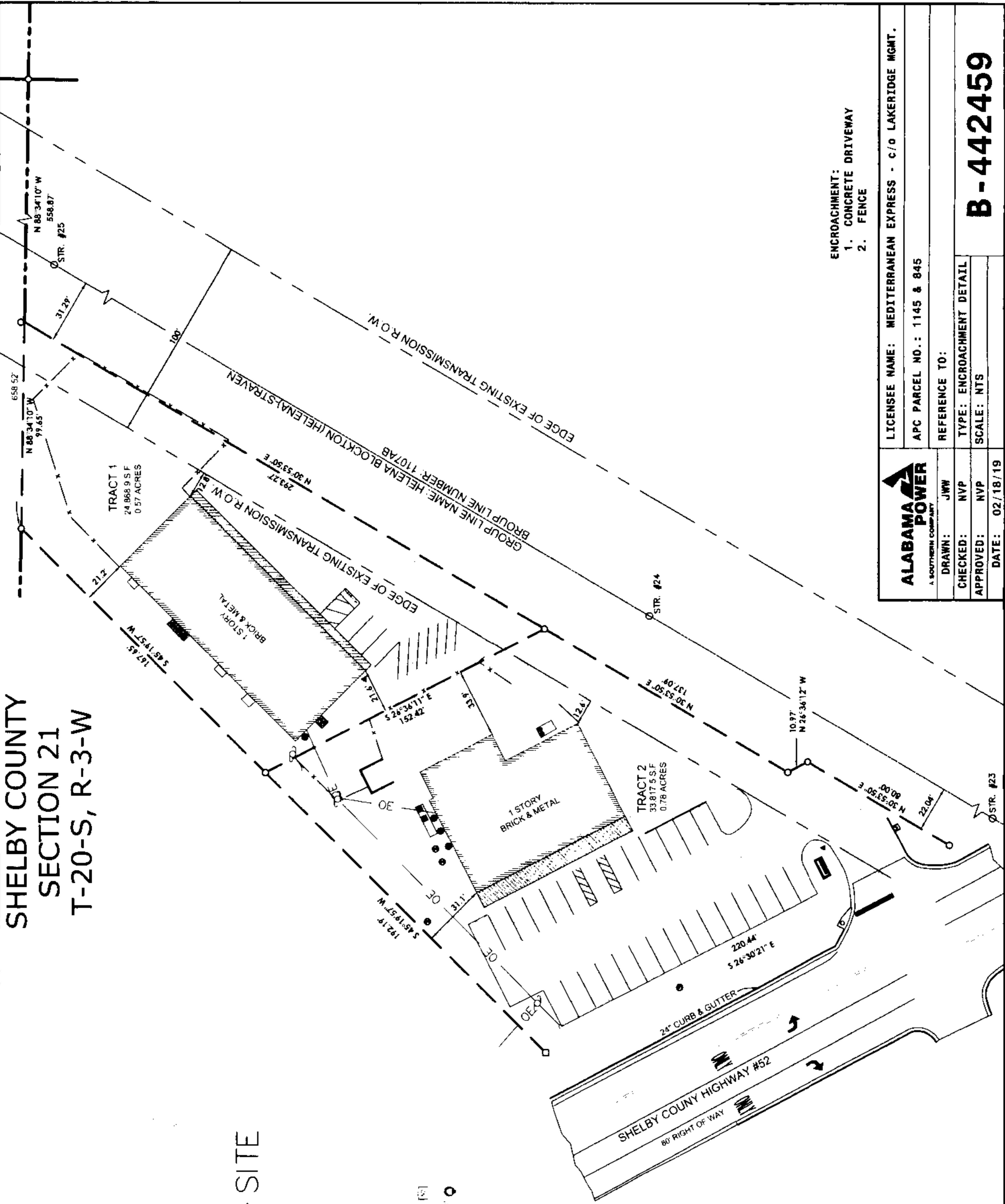
I, THE UNDERSIGNED AUTHORITY, a Notary Public in and for said county, hereby certify that Adam George and Deedra George, whose names as members of Lakeridge Mgmt, LLC are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that being informed of the contents of the said instrument, they, as such members and with full authority, executed the same voluntarily and as the act of said entity on the day and year set forth above.

  
GIVEN UNDER MY HAND, this the 12<sup>th</sup> day of June, 2018. June 12, 2018  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_



  
20190221000056170 4/5 \$27.00  
Shelby Cnty Judge of Probate, AL  
02/21/2019 03:09:31 PM FILED/CERT

SHELBY COUNTY  
SECTION 21  
T-20-S, R-3-W



ENCROACHMENT:  
1. CONCRETE DRIVEWAY  
2. FENCE

<b>ALABAMA POWER</b> A SOUTHERN COMPANY	LICENSEE NAME: MEDITERRANEAN EXPRESS - C/O LAKERIDGE MGMT.
DRAWN: JWW	APC PARCEL NO.: 1145 & 845
CHECKED: NYP	REFERENCE TO:
APPROVED: NYP	TYPE: ENCROACHMENT DETAIL
DATE: 02/18/19	SCALE: NTS
<b>B-442459</b>	
SHEET 1 OF 1	

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

EXHIBIT 'A'