

TAW - Parking


**SUBJECT: Airport Marine Parking & Fence**

1107A0 Bessemer-Calera  
1207A0 Bessemer-Calera

**This Instrument Prepared By:**

Nickie VanPelt  
Alabama Power Company  
Post Office Box 2641  
Birmingham, AL 35291

**STATE OF ALABAMA)**  
:  
**COUNTY OF SHELBY)**

  
20200730000320820 1/5 \$34.00  
Shelby Cnty Judge of Probate, AL  
07/30/2020 10:05:46 AM FILED/CERT

**THIS AGREEMENT** made and entered into between **ALABAMA POWER COMPANY**, a corporation, (hereinafter referred to as "**Licensor**"), and **KENNETH W. HOLLIS AND LINDA K. HOLLIS**, a married couple (hereinafter referred to as "**Licensee**").

**WITNESSETH:**

**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 North half of the North half of the Southwest quarter of the Southwest quarter of Section 29, Township 21 South, Range 02 West, in Shelby County, Alabama, and is particularly described in that certain instrument executed by J. B. Adams and his wife, Chloe L. Adams dated March 23, 1015 recorded in Deed Book 3, Page 373 in the Office of the Judge of Probate, Shelby County, Alabama. Also, in Alabama Power Company records under Parcel No. 349. 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 fenced parking area on the right of way as shown on 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:





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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 Licensor, 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 Licensor 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 Licensor until Licensor 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 Licensor 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 Licensor 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 Licensor 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 Licensor, including the right to Licensor 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 Licensor 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 Licensor's facilities.

5. Licensee agrees that in the event Licensor notifies it in writing that said Licensee's facilities, or any parts thereof, on said Licensor's easement must be removed from said easement to permit Licensor's existing or proposed construction, operation or maintenance of electric transmission lines, communication lines, or other structures and facilities on such Licensor'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 Licensor in order to enable Licensor to perform construction or maintenance work on such easement.

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.



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 \_\_\_\_\_ 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.

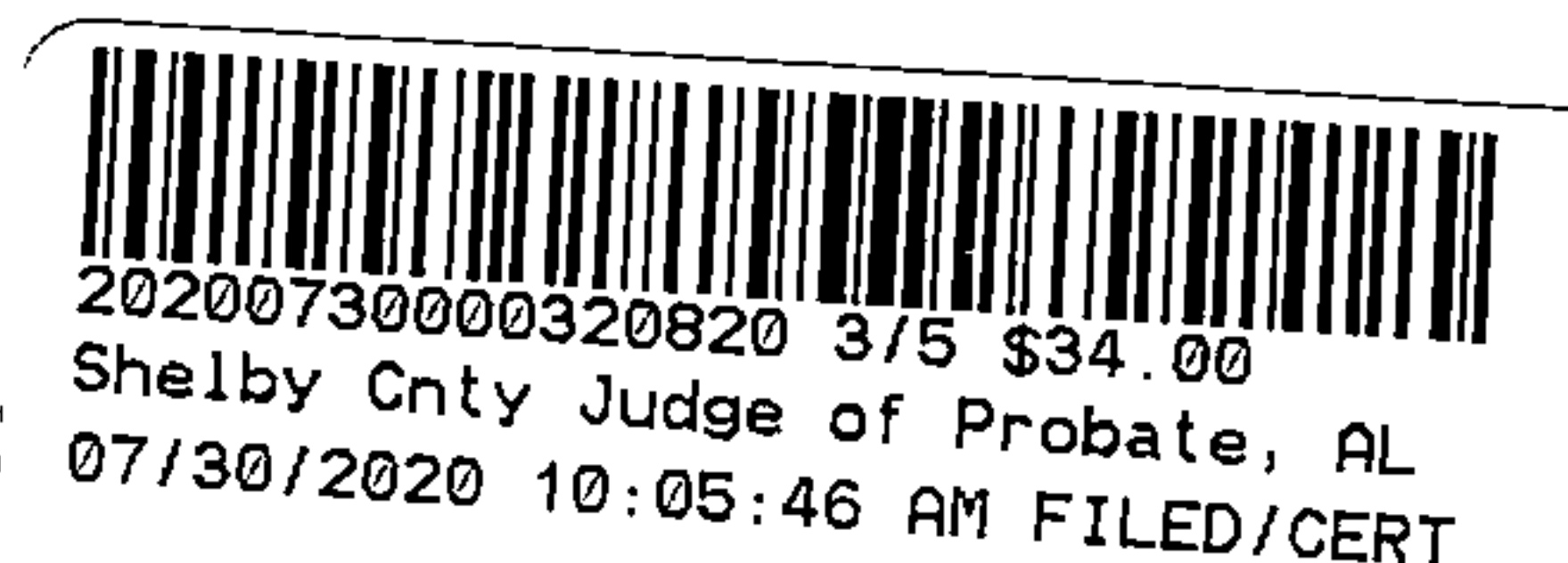
IN WITNESS WHEREOF, the parties hereto have executed this instrument and affixed their seals on this the 10th day of JULY, 2020.

ALABAMA POWER COMPANY

By: [Signature]  
Name: Kenneth Holtz  
Title: President of Airport Marine Inc

Name of Corporation/Partnership/LLC

By: [Signature]  
Name: John Chitwood  
Title: Right of Way Services Supervisor

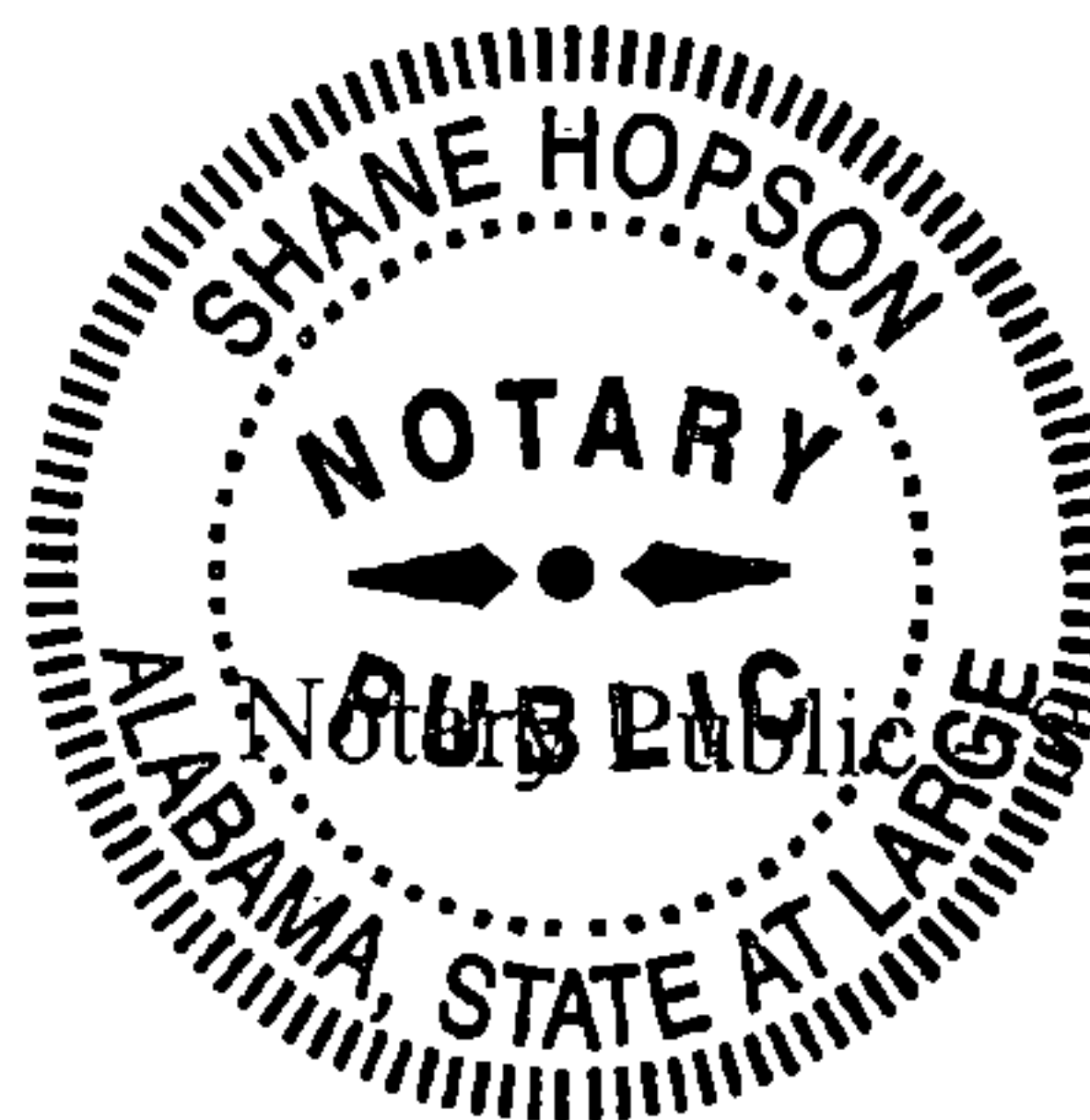


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I, Shane Hopson, a Notary Public in and for said County in said State, hereby certify that John Chitwood, whose name as Right-of-Way Services Supervisor of Alabama Power Company, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, \_\_\_\_\_, with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 10th day of July, 2020.

My Commission Expires: 9/30/23



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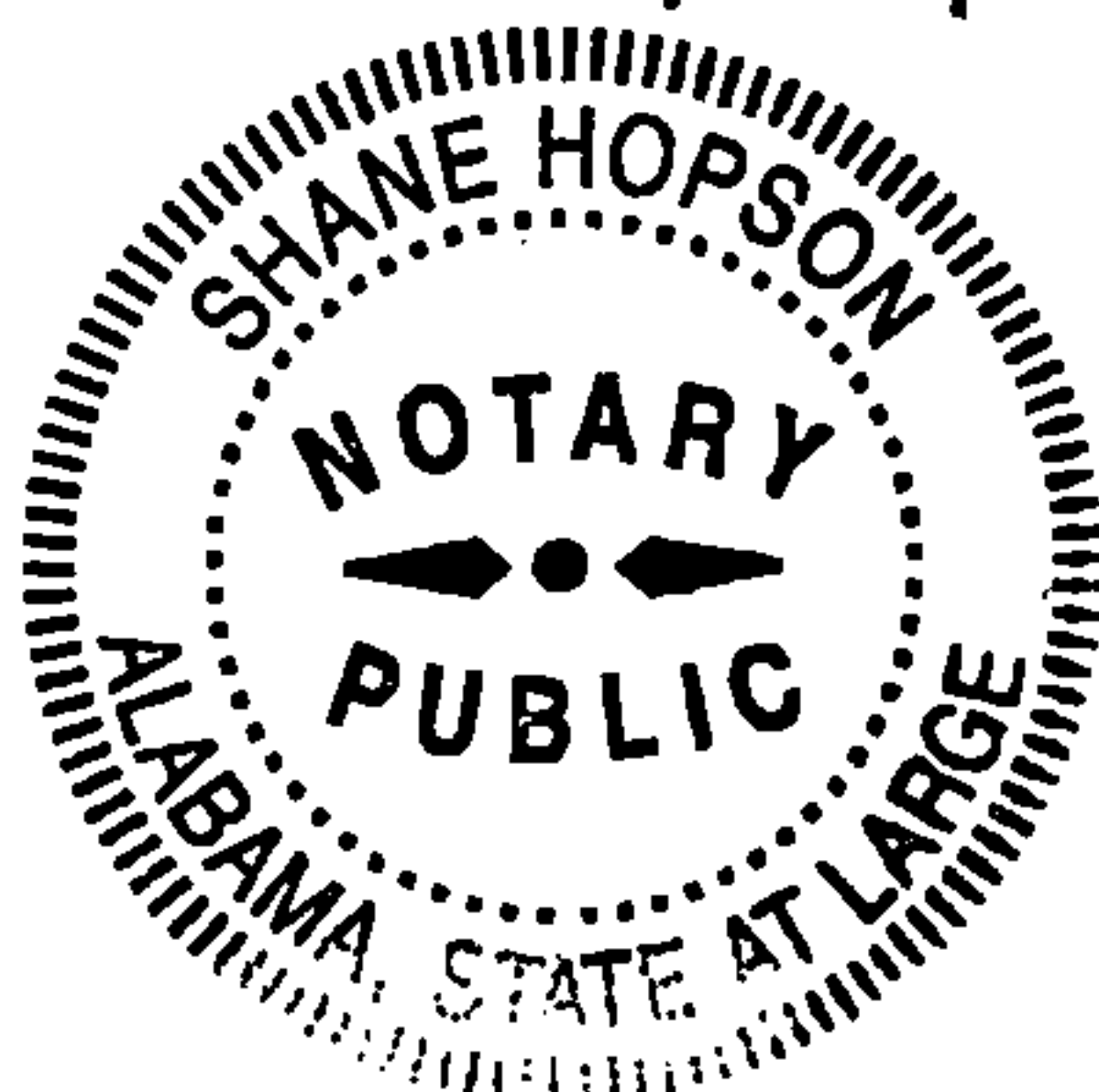
STATE OF Alabama

COUNTY OF SHELBY

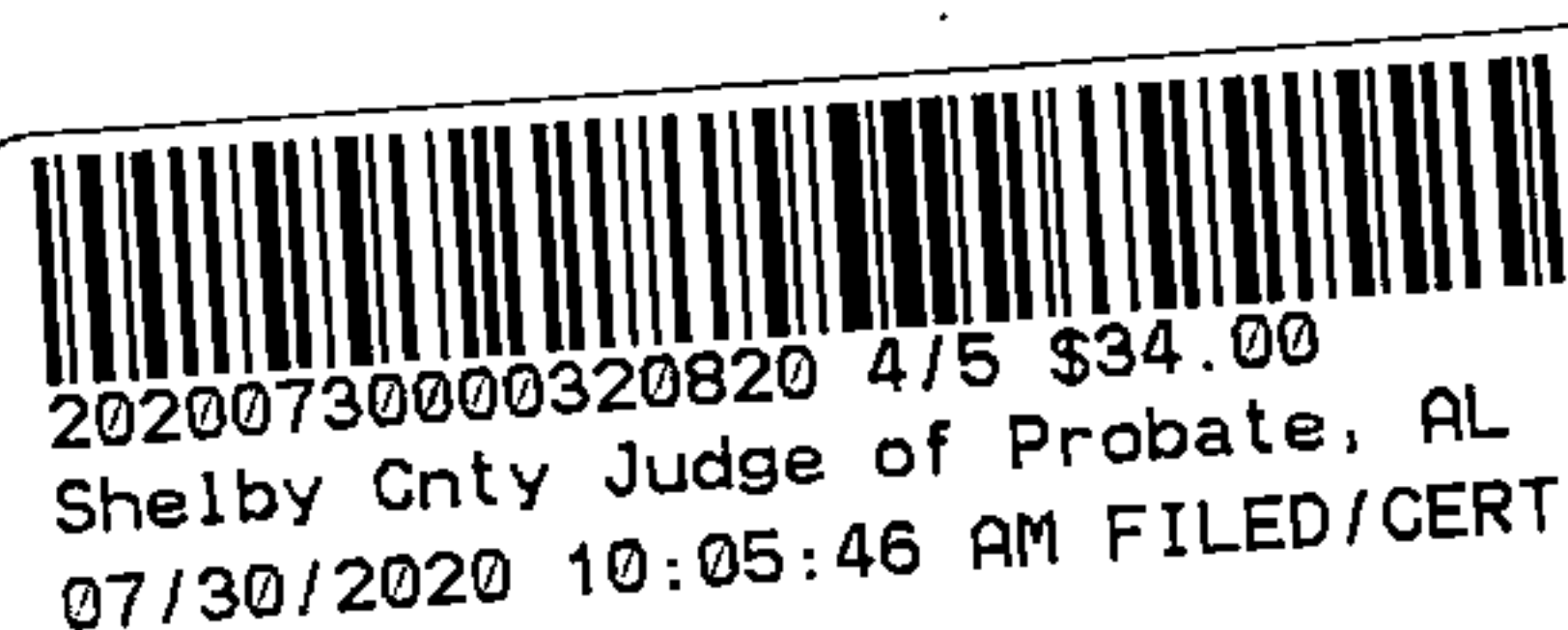
I, Shane Hopson, a Notary Public in and for said County in said State, hereby certify that Kenneth Hollis, whose name as President of Airport Marine an LLC, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, \_\_\_\_\_, with full authority, executed the same voluntarily for and as the act of said LLC.

Given under my hand and official seal, this the 10th day of July, 2020.

My Commission Expires: 9/30/23



Shane Hopson  
Notary Public - State at Large

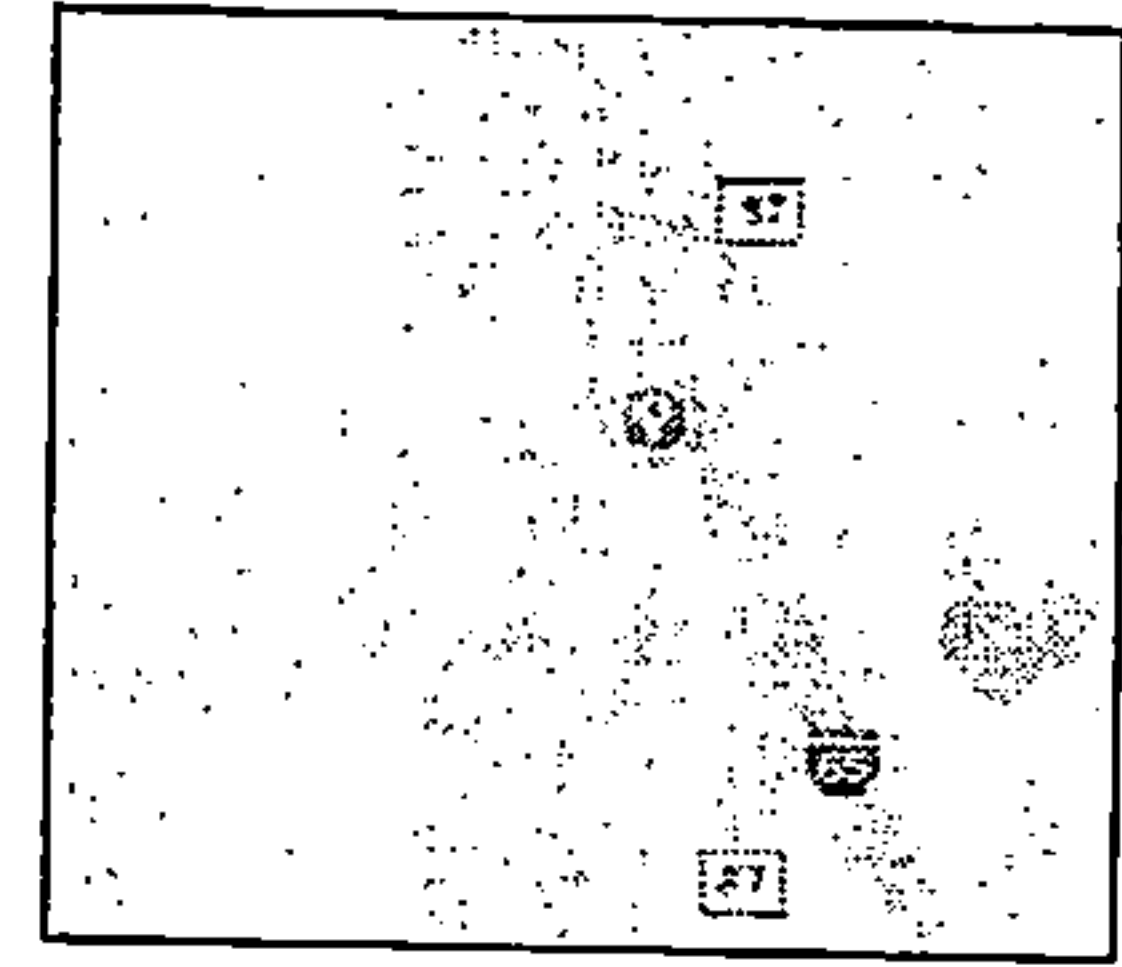




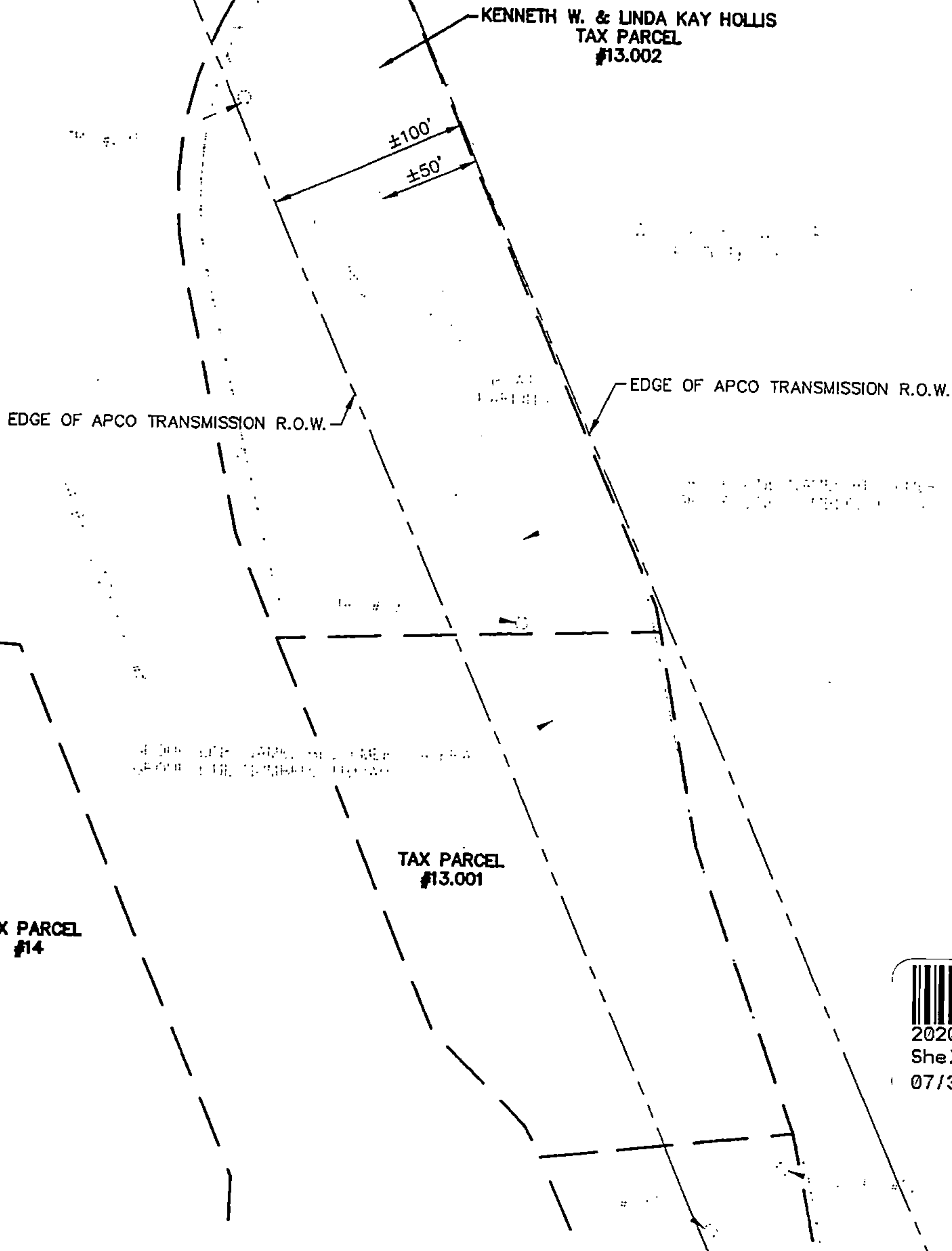
COMPUTER PREPARED DRAWING. MAKE NO MANUAL  
CHANGES. CONTACT TRANSMISSION LINE  
SERVICES/SURVEY AND MAPPING FOR DETAILS.



SHELBY COUNTY, ALABAMA  
SECTION 29  
TWN-21-S, RNG-02-W



VICINITY MAP



20200730000320820 5/5 \$34.00  
Shelby Cnty Judge of Probate, AL  
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PRODUCED BY:  
ALABAMA POWER  
TRANSMISSION SURVEY/MAPPING  
600 18TH STREET N.  
BIRMINGHAM, AL 35203



JOB: **KENNETH W. & LINDA K. HOLLIS**

FACILITY #:  
**FN02716**

DETAIL: **FENCE & PARKING ENCROACHMENT**

DRAWN: **RTS**

PROJ. #:

APPROVED: **NV**

CHECKED:

TYPE: **ENCHROACHMENT**

DATE: **05/28/2020**

FIELD DATE:

SCALE: **N.T.S.**

**EXHIBIT A**