TAW - Standard

SUBJECT: Temporary Drive 1214ABA West Columbiana DS Tap

This Instrument Prepared By:

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

STATE OF ALABAMA	,
	;
<b>COUNTY OF SHELBY</b>	)

THIS AGREEMENT, made and entered into by and between ALABAMA POWER COMPANY, a corporation, (hereinafter referred to as "Licensor"), and SHELBY COUNTY a \_\_\_\_\_ (hereinafter referred to as "Licensee").

## WITNESSETH:

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 87.6 feet in width, which is a part of a tract of land situated in the EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 23, TWP. 21 SOUTH, RANGE O1 WEST such easement more particularly described in that certain instrument executed by STATE OF ALABAMA and Alabama Power Company recorded in the Office of the Judge of Probate, SHELBY County, Alabama. and in Alabama Power Company documents under Parcel No. 288248 and reference is hereby expressly made to such record for a 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: TEMPORARY DRIVE 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.

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.

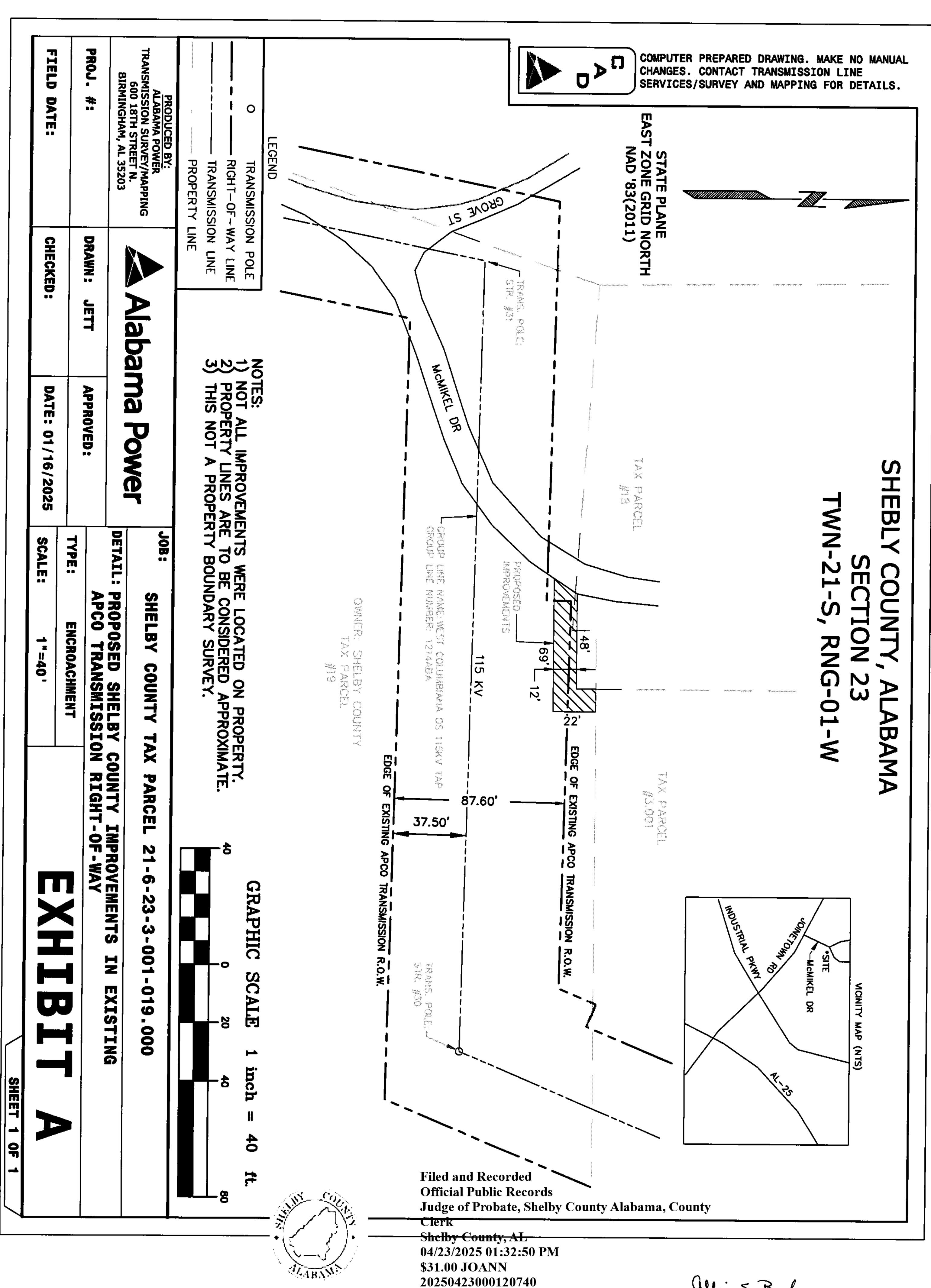
Wherever in this agreement the term Licensor or Licensee is used, it shall be deemed to include their respective successors, heirs or assigns.

IN WITNESS WHEREOF, the person seals on this the day of	arties he	ereto have executed this instrument and affixed their  20  20
		ALABAMA POWER COMPANY
	general de la constitución de la	By: Name: John Chitwood Title: Wight of Way Survices Supervised
witness: Shilluy Davio		LICENSEE: (L.S.)
	<u>OR</u>	
ATTEST (if corporation) or WITNESS		(Name of Corporation/Partnership/LLC)
By: Its:	-	By: Its:

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STATE OF ALABAMA (COUNTY)
I, Shuly Lynn, a Notary Public in and for said County in said
State, hereby certify that Lewis Brooks , whose name as
, 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 <u>le</u> day of <u>January</u> , 20 <u>25</u>
My commission expires: 411-28  Notary Public - State of Large
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STATE OF ALABAMA )COUNTY )
I,, a Notary Public in and for said County in said
State, hereby certify that
me on this day, that being informed of the contents of the instrument, executed the same voluntarily, on the day the same bears date.
voicilitatily, on the day the same ocars date.
Given under my hand and official seal, this the day of, 20, 20
Given under my hand and official seal, this the day of, 20, 20
My commission expires:
My commission expires:
My commission expires:  Notary Public - State at Large
My commission expires:  Notary Public - State at Large  STATE OF Alabama St. Carc County
My commission expires:  Notary Public - State at Large  STATE OF Alabama St. Carc County
My commission expires:  Notary Public - State at Large  STATE OF Alabama St. Carc County
My commission expires:  Notary Public - State at Large
STATE OF Alabama  STATE OF Alabama  STATE OF Alabama  STATE OF Alabama  A Notary Public in and for said County in said State-hereby certify that John Chiladoo C whose name as Right of  May Services Supervisor of Alabama  May Services Supervisor of May Ser
STATE OF Alabama  STATE OF Alabama  STATE OF Alabama  STATE OF Alabama  A Notary Public in and for said County in said State-hereby certify that John Chiladoo C whose name as Right of  May Services Supervisor of Alabama  May Services Supervisor of May Ser
Notary Public - State at Large  STATE OF Alabama  I, Bahma Savers Vanel a Notary Public in and for said County in said State hereby certify that John Chimolo a whose name as Right of  Way Services Superison of  John Chimolo a whose name as Right of  Jo
STATE OF Alabama  STATE OF Alabama  STATE OF Alabama  STATE OF Alabama  A Notary Public in and for said County in said State-hereby certify that John Chiladoo C whose name as Right of  May Services Supervisor of Alabama  May Services Supervisor of May Ser
STATE OF Alabama  St. Car County  I, Balama Sales Vantell a Notary Public in and for said County in said  State hereby certify that Son Childron of whose name as Right of  Solver County of the instrument and who is known to me, acknowledged before on this day, that, being informed of the contents of the instrument. My with full authority, executed the same voluntarily for and as the act of said County in said.  Given under my hand and official seal, this the 2 May of February 2025
Notary Public - State at Large  STATE OF Alabama  I, Bahma Savers Wanted  a Notary Public in and for said County in said  State hereby certify that John Chimoso a whose name as Right of  Way Sewice Superison of Manager and said county in said  State hereby certify that John Chimoso a whose name as Right of  John Chimoso a whose name as Right of  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. Mis with full authority, executed the same voluntarily for and as the act of said County in said.

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