

TAW – Standard

SUBJECT: Baldwin County Commission

**This Instrument Prepared By:
Mike M. McCrary
Alabama Power Company
150 St. Joseph Street
Mobile, AL 36602**

STATE OF ALABAMA

COUNTY OF BALDWIN

THIS AGREEMENT, made and entered into by and between **ALABAMA POWER COMPANY**, an Alabama corporation, (hereinafter referred to as "**Licensor**"), and **BALDWIN COUNTY COMMISSION**, (hereinafter called the "**Licensee**").

WITNESSETH:

WHEREAS, the said 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 or convenient in connection therewith upon a strip one-hundred feet (100') in width, which is a part of a tract of land situated in the Southwest-Quarter of the Southeast-Quarter (SE/4 of SE/4), Southeast-Quarter of the Southwest-Quarter (SE/4 of SW/4) and Southwest-Quarter of Southwest-Quarter (SW/4 of SW/4) of Section 5; and the Northwest-Quarter of the Northwest-Quarter (NW/4 of NW/4) of Section 8; all in Township 1 South, Range 4 East, Baldwin County, Alabama. Such easement being more particularly described in the following instruments: (1) Instrument executed by Otto Gaebe, et ux, dated November 10, 1925, recorded in Deed Book 39, Page 67; and (2) Instrument executed by Ferdinand Huber, dated October 13, 1925, recorded in Deed Book 39, Page 12; all referenced recordations in the Office of Probate Records, Baldwin County, Alabama; and reference is hereby expressly made to such record for a particular description of such land (such easement area being referred to herein as the "**APCO Easement**"); 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 at **THREE SPECIFIED CROSSING POINTS**, for the following purposes: (1) *One twenty-foot (20') wide Paved Road (Robert White Road and Hollingsworth Road)*, and (2) *One twelve-foot (12') wide Paved Road (Robert White Road Extension)*, as shown on Alabama Power Company Drawing No. 3528, marked Exhibits "A-1" (Robert White Road and Robert White Road Extension) and "A-2" (Hollingsworth Road), attached hereto and made a part hereof, hereinafter referred to as the "**encroachments**"; and

WHEREAS, the continued maintenance of such encroachments benefit Licensee in the use of the tract of land of which such strip of land is a part; and

WHEREAS, such encroachments, 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 encroachments increase the risk 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:

1. Licensor hereby expressly gives its consent and permission to Licensee that such encroachments may remain upon such strip of land subject to the terms of this agreement.

2. 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 encroachments of Licensee upon that portion of Licensor's easement affected by the encroachments; unless such injury (including death) or damage is proximately caused by the intentional misconduct of Licensor and/or sole negligence of Licensor.

3. Licensee agrees and covenants that neither by the occupancy of such portion of such strip of land with such encroachments, nor in any other way, is Licensee claiming: (1) adversely to Licensor in its ownership of such easement; (2) the right to maintain such encroachments on such strip of land, but that the maintenance of such encroachments by Licensee is with the recognition of the superior easement of Licensor.

4. 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 all said Encroachments, 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.

5. Notice herein referred to shall be deemed to be given by Licensor if the same is in writing and addressed to the Licensee at: 312 Courthouse Square, Suite 12, Bay Minette, Alabama 36507, 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(s), 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.

7. Licensee is solely responsible for securing the necessary legal documentation securing permission from the applicable fee owners of property not owned by the Licensee through which said encroachments will traverse.

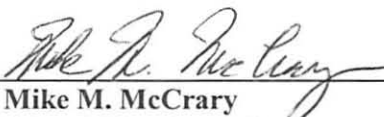
8. Licensee shall be solely responsible for any repair costs incurred if any of Licensor's facilities are damaged as a result of the above referenced encroachments' presence or placement within the APCO Easement.

9. 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.

10. 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 7th day of December, 2010.

ALABAMA POWER COMPANY,
Licensor:

By: 
Name: Mike M. McCrary
Title: Right of Way Specialist

BALDWIN COUNTY COMMISSION,
Licensee:

By: 
Name: Frank Burt, Jr.
Title: Commission Chair



STATE OF ALABAMA

COUNTY OF BALDWIN

I, John E Sedel, a Notary Public in and for said County in said State, hereby certify that *Mike M. McCrary*, whose name as Right of Way Specialist of Alabama Power Company, an Alabama 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, he, with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 7 day of DECEMBER, 2010.

My Commission Expires
03/12/2012

My commission expires: _____

John E Sedel
Notary Public - State at Large

STATE OF ALABAMA

COUNTY OF BALDWIN

I, D. Anthony Z. Brewer, a Notary Public in and for said County in said State, hereby certify that *Frank Burt, Jr.*, whose name as Commission Chair of the Baldwin County Commission, 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 corporation.

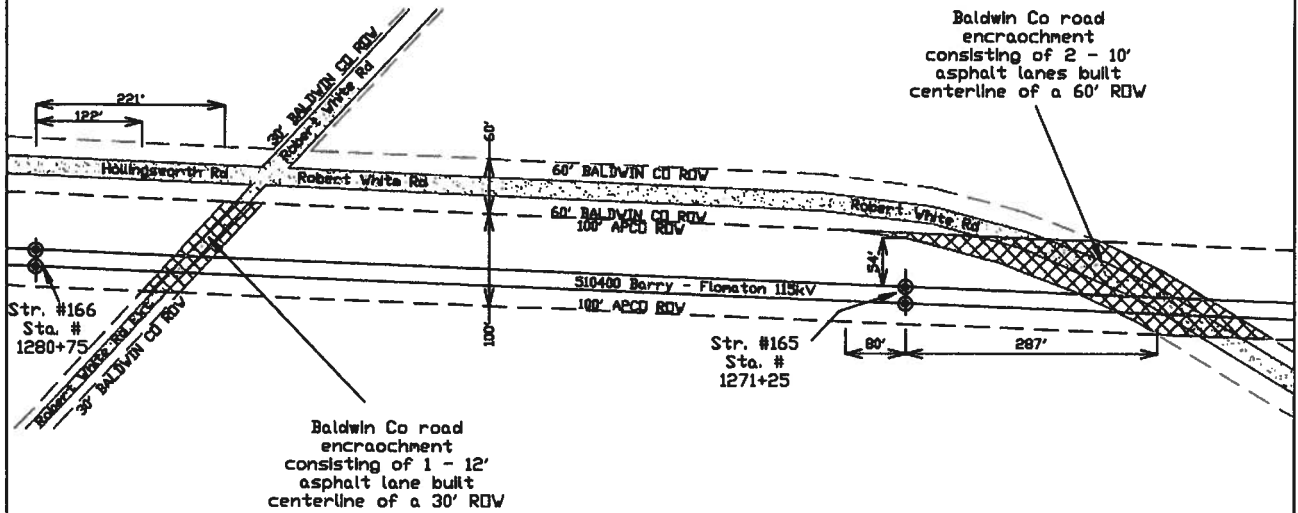
Given under my hand and official seal, this the 7th day of DECEMBER, 2010.

2.9.2014

My commission expires: _____

D. Anthony Z. Brewer
Notary Public - State at Large

EXHIBIT "A-1"
 BALDWIN COUNTY, AL
 SW/4 of SE/4, SE/4 of SW/4, & SW/4 of SW/4,
 Section 5, T1S, R4E
 NW/4 of NW/4,
 Section 8, T1S, R4E

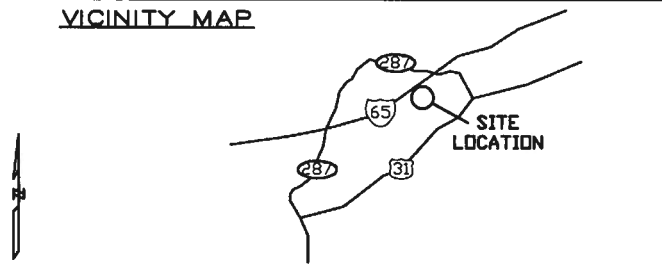


COMPUTER PREPARED DRAWING. MAKE NO MANUAL CHANGES. RETURN TO POWER DELIVERY TRANSMISSION

NOTES:

Longitude : -87.690265
 Latitude: 30.985991
 Reference to AX Drawing:
 AX-16641, Sheet 6 of 11
 Parcel Number's:
 GECO 235 & GECO 236
 Licensee: Baldwin County Commission

VICINITY MAP



DR. M. Pasour
 DA. 11/2010
 CK M. McCrary

NO.	DATE	REVISION
1		
2		
3		
4		

ALABAMA POWER COMPANY

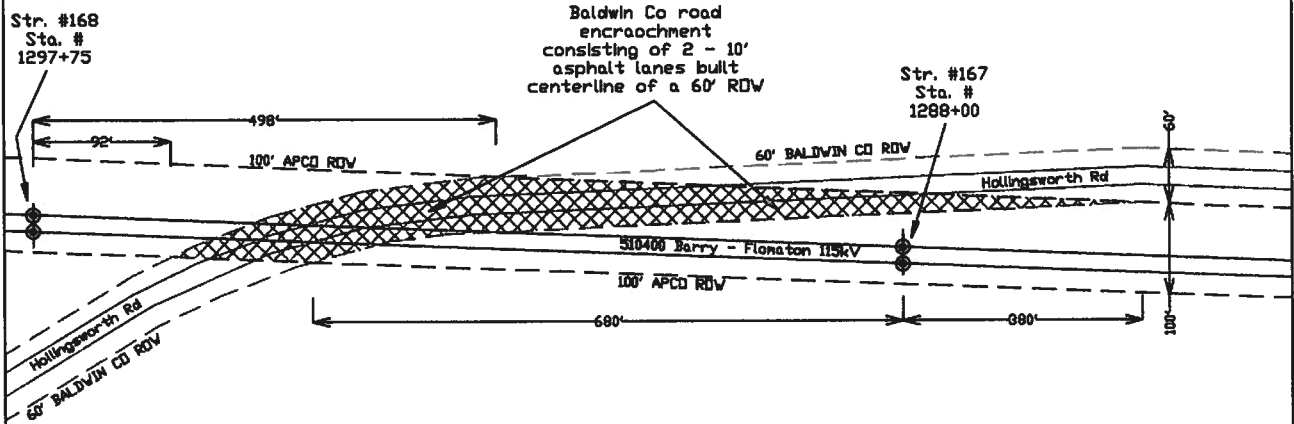
SUBJECT: 510400 Barry - Flomaton 115 kV
 DETAIL: Baldwin County Road encroachments between Structures 164 - 168.

APP: _____
 DATE: _____

SUPERSEDES: - SCALE: N.T.S. SH. 1 OF 2 SHEETS

590-3528

EXHIBIT "A-2"
BALDWIN COUNTY, AL
SW/4 of SE/4, SE/4 of SW/4, & SW/4 of SW/4,
Section 5, T1S, R4E
NW/4 of NW/4,
Section 8, T1S, R4E

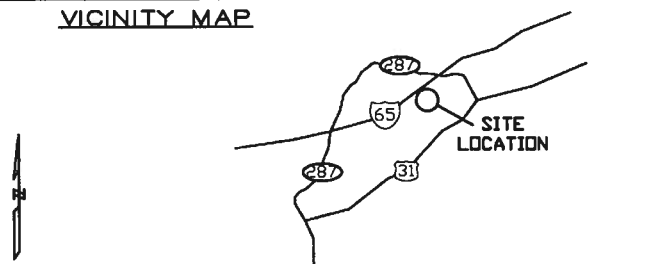


COMPUTER PREPARED DRAWING. MAKE NO MANUAL CHANGES. RETURN TO POWER DELIVERY TRANSMISSION

NOTES:

Longitude : -87.690265
Latitude: 30.985991
Reference to AX Drawing:
AX-16641, Sheet 6 of 11
Parcel Number's:
GECO 235 & GECO 236
Licensee: Baldwin County Commission

VICINITY MAP



CAD
CV
MEDUSA
REV. 14.1

NO.	DATE	REVISION
1		
2		
3		
4		

ALABAMA POWER COMPANY

SUBJECT: 510400 Barry - Flomaton 115 kV

DETAIL: Baldwin County Road encroachments between Structures 164 - 168.

SUPERSEDES: - SCALE: N.T.S. SH. 2 OF 2 SHEETS

590-3528