

State of Georgia, } This Agreement made and entered into this
County of Fulton, } 26th day of August 1912, by and between
D. L. Schomaker and H. M. Atkinson Receivers for the
Atlantic, Birmingham and Atlantic Railroad Company
party of the first part and C. T. Davidson, of Helena, Ark.,

County Alabama party of the second part Whereas, the party of the first part owns a Right-of-way and Railroad tracks and operates a Steam Railroad through Shelby County Alabama and Whereas, the party of the second part desires to construct and operate an electric power transmission line across, over and on the Right-of-way of the said party of the first part at a point situated thirteen hundred and sixty-two (1362) feet east of the party of the first part's Mile post D-430 and

Whereas the party of the first part for and in consideration of the Covenants of the party of the second part hereinafter expressed, hereby gives and grants unto the party of the second part, the right or license determinable as hereinafter expressed to erect and maintain an electric transmission line with poles to support same across the Right-of-way and over the tracks of the party of the first part running between Brunswick Georgia and Birmingham Alabama at the point hereinbefore stated, it being understood that no pole to support the wires of the transmission line shall be erected on the Right-of-way of the party of the first part nearer than fifty (50) feet measured at right angles from the center line of the main track of the party of the first part and not nearer than twenty-five (25) feet from measured at right angles to the side track or tracks of the party of the first part and the party of the second part hereby Covenants and agrees in consideration of said license.

1. That the party of the second part will indemnify and save harmless the party of the first part against any and all loss or damage to the property of the party of the first part and that the said second party will indemnify and save harmless the party of the first part against all claims, demands, suits, judgments or sums of money that the party of the first part may have to pay to any person or persons or to any Corporation for loss or injury caused by or in any way traceable to the construction or operation of said electric transmission wires or the fall of poles or otherwise whether or not the said party of the first part or its agents may have in some

respect been negligent. The said second party further covenants and agrees that it will indemnify and save harmless the said party of the first part from any and all claims, demands, suits, judgments or sums of money brought against or paid out by the said party of the first part by reason of the presence of said electric transmission wires and poles upon or adjacent to the Right-of-way of the said party of the first part.

2. That, in the consideration of the said electric transmission wires the said party of the second part will observe the following regulations:

A. That the said electric transmission wires shall be strung at least thirty (30) feet above the top of the rail of the main track of the said party of the first part.

B. Where the said electric transmission wires of the said party of the second part cross the telegraph wires of the said party of the first part, the said transmission wires of the said party of the second part shall be strung at least ten (10) feet above the telegraph wires of the said party of the first part and ground wires shall be strung under the transmission wires of the said party of the second part in such manner as may be reasonably required by the said party of the first part to prevent the contact of broken or sagging wires of the said party of the second part with the telegraph wires of the party of the first part strung along said Right-of-way, but no pole to support said ground wires shall be located upon said Right-of-way without the approval of the said party of the first part of the location thereof.

C. The poles supporting the said electric transmission wires of the said party of the second part shall be substantial and of at least six (6) inches in diameter at the top.

3. That the said second party will at all times hereafter and during the life of this agreement maintain the said lines of electric transmission wires and poles supporting the same so far as they are upon or near the Right-of-way of the said party of the first part in all respects, and in accordance with the reasonable requirements of the said party of the first part looking to the safe and convenient operation of said line of the said

of the first part, and to that end make all necessary removals of poles and wires when called upon by the said party of the first part so to do.

14. That whenever and as often as the necessities of the said party of the first part shall demand the use for Railroad purposes of any portion of its Right-of-way which may be occupied by poles or wires of the said party of the second part, then, and in that event, the said party of the second part shall remove its said poles and wires from said portion of said Right-of-way to such other portion of said Right-of-way as will not interfere with the said Railroad purposes of the said party of the first part, and such removals shall be made from time to time and as often as the Railroad purposes of the said party of the first part shall require and that in the event that after ten (10) days notice from the said party of the first part to the said party of the second part of its requirements of any such removal, and the said party of the second part shall fail to make the same, then the party of the first part may itself make such necessary removal but at the cost and expense of the said party of the second part. It is further understood and agreed that in the event that the said party of the second part shall fail to construct and maintain the said transmission wires and poles as hereinbefore provided then and in such event, the said party of the first part may terminate this agreement and require the removal of said wires and poles from its Right-of-way by serving upon the said party of the second part thirty (30) days notice in writing of its election so to do.

That the said party of the second part does not now, or will be set up title to said property of the said party of the first part which may be occupied by the said transmission line, but will hold same only as a tenant, subject to the notice hereinbefore specified.

16. It is further understood and agreed that the said party of the second part does not have the right and will not sublet the privilege or license herein granted without the written consent of the said party of the first part. In witness whereof the parties hereto have executed these presents the day and year first above written, the party

of the first part attaching its names and affixing its seal by and through the proper and duly authorized officers of said Corporation to execute this contract, the party of the second part for himself.

S. L. Schoonmaker & H. M. Atkinson,
Receivers for
Atlanta, Birmingham & Atlantic Railroad Company.
By - - - General Managers.

Witness:
A. P. Langston
Judge of Probate.

C. T. Davidson.

The State of Alabama I hereby certify that the
Shelby County. } within Conveyance was
filed was filed in this office for record August 26
1912 at 9 o'clock A.M. and recorded in Deed
Record 21 pages 294-98 and examined.

A. P. Langston - Judge of Probate