

Whereas the Alabama Power Company a corporation organized under the laws of the State of Alabama, party of the first part, desires to erect upon and across certain lands

belonging to the Louisville and Nashville Railroad Company, party  
of the second part, situated in Shelby County and Chilton County,  
Alabama, as herein after enumerated, electric power wires and  
supports for carrying the wires, said wires and supports to cross  
the following described tracts or parcels of land:

The Northeast quarter of the northeast quarter of Section 15, the North  
half of Northeast quarter and the Southeast Quarter of Northeast  
quarter of section 9, the Northeast quarter of Northeast quarter, the  
South half of Northeast quarter, the Northwest quarter of Northeast  
quarter, the East half of Northwest quarter and the Northwest quarter  
of Northwest quarter of Section 5, all in Township 23, North of Range  
15 East; The Southeast quarter of Southeast quarter, the North half  
of Southeast quarter, the Northeast quarter of Northwest quarter, the  
Southwest quarter of Northeast quarter, the South half of Northwest  
quarter and the Northwest quarter of Northwest quarter of Section 31,  
Township 24, North of Range 15 East; the Northeast quarter of North  
east quarter of Section 36, the South half of the Southeast quarter  
the Northwest quarter of Southeast quarter, the East half of South  
west quarter, the Northwest quarter of Southwest quarter and  
the Southwest quarter of Northwest quarter of Section 25; the  
South half of Northeast quarter, the Northwest quarter of North  
east quarter and the Northeast quarter of Northwest quarter  
of Section 26; the South half of Southwest quarter and the North  
west quarter of Southwest quarter of Section 23; the North half  
of the Southwest quarter, the Northwest quarter of the Northeast  
quarter, the East half of the Northwest quarter, the Northwest  
quarter of Northwest quarter of Section 22; the Northeast quarter  
of the Northeast quarter of Section 21; the East half of the North  
East quarter, and the Northwest quarter of Northeast quarter  
of Section 17, Township 24, North of Range 14 East, all in Chilton  
County, Alabama; also the Northeast quarter of Southeast quarter  
and the Southeast quarter of Northeast quarter of Section 11, Town-  
ship 24, North of Range 14 East, Shelby County, Alabama.

Therefore in consideration of one and no/0 Dollars cash in hand  
paid by the said Alabama Power Company to the Louisville and  
Nashville Railroad Company a corporation created and existing  
under the laws of the State of Kentucky party of the second  
part the said party of the second part grants unto the party  
of the first part, its successors and assigns an easement to  
construct, operate and maintain the said electric power lines  
and all telegraph and telephone lines, towers, poles and applic-  
ances necessary or convenient in connection therewith over and  
across the above described land, as the outer line of said  
easement is now surveyed and located, said outer line  
being more particularly described as follows:

Beginning at a point on the East boundary of the Northeast  
quarter of Northeast quarter of Section 15, Township 23, North of  
Range 15 East, said point being South 400 feet from the

Northeast corner of said Section 15, Township 23 North of Range 15 East, and running thence North 54 degrees West a distance of 680 feet more or less to a point on the North boundary of the above described quarter-quarter section; also beginning on the East boundary of the Northeast quarter of Section 9, Township 23, North of Range 15 East, said point of beginning being South 1848 feet from the Northeast corner of Section 9, Township 23 North of Range 15 East and running thence North 54 degrees West a distance of 6160 feet more or less to a point on the North boundary of grantor's land; also beginning at a point on the east boundary of grantor's land, said point of beginning being 1985 feet North from the Northeast corner of Section 5, Township 23 North of Range 15 East and running thence North 54 degrees West across the Northeast quarter of Northeast quarter the Smith half of the Southeast quarter, the Northwest quarter of Northeast quarter, and the East half of Northwest quarter, and the Northwest quarter of Northwest quarter of Section 5, Township 23, North of Range 15 East, a distance of 5490 feet more or less to a point on the North boundary of said Section 5, and East 850 feet from the Northwest corner thereof; also beginning at a point on the East boundary of Section 31, Township 24, South of Range 15 East, said point of beginning being North 615 feet from the Southeast corner of said section, running thence North 54 degrees West a distance of 6560 feet more or less to a point on the West boundary of grantor's land, said point being South 730 feet from the Northwest corner of said Section 31; also beginning at a point on the East boundary of Section 36, Township 24 North of Range 14 East, said point being South 730 feet from the Northeast corner of said Section, and running thence North 54 degrees West across said Section 36, a distance of 1230 feet more or less to a point on the North boundary thereof, said point being West 985 feet from the Northeast corner of said Section 36, Township 24 North of Range 14 East, and continuing from the last named point and in the same direction across Section 25, Township 24 North of Range 14 East, to a point on the West boundary of grantor's land, said point being North 3165 feet from the Southwest corner of said Section 25, Township 24 North of Range 14 East, for a distance of 5350 feet more or less; also beginning at a point on the East boundary of the Southeast quarter of Northeast quarter of Section 26, Township 24 North of Range 14 East, said point being North 3165 feet from the Southeast corner of said section and running thence North 54 degrees West, a distance of 1290 feet more or less to a point on the North boundary of above described quarter-quarter section; also beginning at a point on the East boundary of the Northwest quarter of Northeast quarter of Section 26, Township 24 North of Range 14 East, said point being North 210 feet from the central corner of the Northeast quarter of Section 26, Township 24 North of Range 14 East, and running thence North 54 degrees West,

across the Northwest quarter of Northeast quarter and the Northeast quarter of Northwest quarter of Section 26, Township 24 North of Range 14 East, and across the Southwest quarter of Section 23, Township 24 North of Range 14 East, to a point on the West boundary thereof 1760 feet North from the Southwest corner of said Section 23, Township 24, North of Range 14 East, from thence in the same direction across Section 20, Township 24 North of Range 14 East and across the Northeast quarter of Northeast quarter of Section 21, Township 24 North of Range 14 East, to a point on the North boundary of last named quarter quarter section, and 120 feet west from the North east corner of said quarter quarter section a distance of 11600 feet more or less; Also beginning at a point on the East boundary of the Northeast quarter of Section 17, Township 24 North of Range 14 East, said point being South 1595 feet from the Northeast corner of the Northeast quarter of Section 17, Township 24 North of Range 14 East, and running thence North 54 degrees West across grantor's land for a distance of 2725 feet to a point on the North boundary of said Northeast quarter of Section 17 Township 24, South of Range 14 East, all in Chilton County, Alabama; Also beginning at a point 390 feet south from the Northeast corner of the Northeast quarter of Northeast quarter of Section 7, Township 24, North of Range 14 East, and running thence North 54 degrees West across the Northeast quarter of Northeast quarter and the Southeast quarter of Northeast quarter of Section 7 Township 24 North of Range 14 East, for a distance of 1632 feet more or less, to a point on the West boundary of the Southeast quarter of Northeast quarter of Section 7, Township 24 North of Range 14 East, Shelby County, Alabama, together with all the rights and privileges therein necessary or convenient for the full enjoyment or use thereof for such purposes, including the right of ingress and egress to and from said lines and also the right to cut and keep clear all trees and undergrowth and other obstruction and dangerous trees adjacent thereto where necessary;

To have and to hold the same to the party of the first part its successors and assigns forever.

Whereas, such use of the property by the party of the first part and easement to cross the same must be solely at the instance of the second party for its accommodation and,

Whereas, said party of the second part would not give its permission or consent to the erection or use a roadway over and across its lands except on the terms and conditions herein set forth.

Now therefore it is agreed that the design, workmanship, material and construction of said lines and supports and the details thereof shall be submitted to the representative of the Real Estate Department of the party of the second part and approved by said representative before any work is done on the said above described property.

The party of the first part agrees for itself, its successors and

assigns, that it and they will maintain the supports, wires and cables or party of the second part's property so that damage to all persons and property will be reduced to a minimum. The party of the first part agrees to make promptly any repairs to said light and power line and its supports that may be considered necessary by the party of the second part.

The party of the first part for itself, its successors or assigns agrees to promptly make any changes or alterations in its line & supports that may be considered necessary or desirable by the party of the second part on account of said party of the second part, its successors or assigns, at any time in the future constructing a railroad or railroads across said lands of the party of the second part occupied by said transmission lines, or for any other uses of said lands which will not interfere with the proper and necessary enjoyment of the easement herein granted.

The party of the first part agrees to provide and maintain or any tower or support that may be placed on the party of the second part's property such large and conspicuous "danger" signs as may be required.

It is further agreed that the party of the second part its officers agents and employees and its tenants, licensees, or others using its property shall be released and held harmless from and be indemnified against all claims or demands of said party of the first part, its agents, servants or others, by reason of being upon said property for any purpose whatsoever and that the party of the second part its officers agents, servants or others lawfully upon the land of the party of the second part crossed by said line shall be saved, harmless from and indemnified against any loss or damage of any kind including costs and attorney fees incident to or resulting in any way from any injury to persons or actual physical damage to property growing out of the position or condition of said poles, wires or cables and supports or the operation of said light and power line.

All the terms and conditions herein contained shall be binding on the successors and assigns of the said parties hereto. In testimony whereof the parties hereto have caused this agreement to be executed by their respective duly authorized officers the 15th day of November, 1912.

Attest:

Wiley Axford (Asst Secretary)

Attest:

J. L. Ellis

Secretary

State of Alabama } & M. G. Bandure a Notary Public in and for said Jefferson County, County and State do hereby certify that W. W. Freeman & Wiley Axford whose names as Vice President and General Manager and Asst. Secretary respectively of the Alabama Power Company

By W. W. Freeman

Vice-President & General Manager

Louisville & Nashville Railroad Company

By W. L. Mapother -

First Vice-President,

a corporation are signed to the foregoing conveyance and who are known to me, acknowledged before me this day that being informed of the contents of the conveyance they as such officers had with full authority executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this the 15<sup>th</sup> day of November 1912  
 My commission expires October 24-1916.)

*[Signature]* M. P. Randall Notary Public

State of Kentucky I, George E. Gubrod, a Notary Public in and for Jefferson County said County and State do hereby certify that W. L. Meaphorther whose name as First Vice President of the Louisville and Nashville Railroad Company, a corporation is signed to the foregoing conveyance, and who is known to me acknowledged before me this day that being informed of the contents of the conveyance he as such officer and with full authority executed the same voluntarily for and as the act of said Corporation.

Given under my hand this 4<sup>th</sup> day of December 1912.

*[Signature]* George E. Gubrod, Notary Public

The State of Alabama, I hereby certify that the within conveyance was filed in the Probate Court for record April 2, 1913 at twelve o'clock P.M. and recorded in Deed Record 52, Page 82 and examined.

*[Signature]* A. P. Longshore, Judge of Probate.