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 & Nashville Railroad Company party of the second part, situated in Shelby County Alabama, as hereinafter enumerated electric power wires and supports for carrying the wires, said wires and supports to cross the following described tract or parcel of land:

The northeast quarter of the Northeast quarter (NE¼ of the NE¼) of Section nine (9) Township twenty (20) South, Range three (3) west, Shelby County Alabama.

Therefore in consideration of one dollar ($1.00) cash in hand paid by the said Alabama Power Company to the Louisville & 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 appliances necessary or convenient in connection therewith over and across the above described land, as the center line of said easement is now surveyed and located, said center line being more particularly described as follows:

Beginning at a point on the East boundary of said Northeast quarter of the northeast quarter (NE¼ of the NE¼) of Section nine (9) four hundred and seventy (470) feet South of the Northeast corner thereof and extending North 24°- 52' West a distance of two hundred eighty six (286) feet; thence North 34°- 51' West a distance of two hundred and fifty seven (257) feet to a point on the North line of said Northeast quarter of the Northeast quarter (NE¼ of the NE¼) of Section nine (9) two hundred and sixty five (265) feet west of the Northeast corner thereof, 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 danger 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 aforesaid on 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 on party of the second part's property, so that danger 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 lines or 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 on 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 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, tenants 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's 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 said parties hereto have caused this agreement to be executed by their respective duly authorized officers this the 24th day of March 1913.

Attest: Alabama Power Company.
Wiley Alford. Asst Secretary. (Seal) By W. W. Freeman.
Vice President & General Manager.

Attest:
M. K. Gilbert Asst Secretary (Seal) Louisville & Nashville Railroad Co.
By W. L. Mapother - First Vice President.

State of Alabama, } I, Walter M. Hood, a Notary Public in and
Jefferson County } for said County and State hereby certify that W. W. Freeman and Wiley Alford whose names as Vice President and General Manager and Asst. Secretary, respectively of the Alabama Power Company, a corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that being informed of the contents of the instrument, they as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this 5th day of April A.D. 1913.

Walter M. Hood. Notary Public.
Jefferson County Alabama.

State of Alabama, } I, G. W. B. Olmstead, a Notary Public in
Jefferson County } and for said County in said State hereby certify that W. L. Mapother, whose name as First Vice President of the Louisville & Nashville Railroad 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, he as such officer and with full authority executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this 24 day of March, A.D. 1913.

Examined and Approved April 21st 1913. E. D. Bradford Real Estate Agt. } (Seal) G. W. B. Olmstead. Notary Public
Jefferson County Kentucky.

Approved for recording this Dec 2nd 1913.
W. A. Colston. General Solicitor.

The State of Alabama } I hereby certify that the within conveyance
Shelby County } was filed in this office for record Jan 24 1914, at 3 o'clock P.M. and recorded in Deed Record 52

page 469 and examined.

A P Longshore Judge of Probate