STATE OF ALABAMA)
COUNTY OF JEFFERSON)

THIS AGRESMENT, entered into this 1st. day of April, 1925, between Tennessee Coal, Iron and Railroad Company, hereinafter for convenience called the Tennessee Company" party of the first part, and Alabama Power Company, hereinafter for convenience called the "Power Company" party of the second part; WITNESSETH,

WHEREAS, the Power Company wishes to construct, operate and maintain upon land of the Tennessee Company in vicinity of Helena, Alabama, an electric switching structure; and

WHEREAS, the Power Company wishes a grant from the Tennessee Company of such rights as may be necessary for the construction, operation and maintenance of said electric switching structure; and

Whereas, the Tennessee Company is willing to grant the Power Company such rights;
THEREFORE:

- The Tennessee Company, in consideration of the premises and in further consideration (1)of the sum of Twenty Five Dollars (\$25.00) in hand paid to the Tennessee Company by the Power Company, the receipt whereof is acknowledged, hereby conveys to the Power Company the right to construct, operate and maintain an electric switching structure upon the following described tract of land located in the northwest quarter of southwest quarter of Section 10, Township 20 south of range 3 west of the Huntsville Principal Meridian, Shelby County, Alabama; Begin at the southwest corner of said Section 10; thence in a northerly direction along the western boundary of said Section 10, 195.4 feet; thence turning an angle of 29 degrees and 24 minutes to the right 1754.9 feet in a northeasterly direction; thence turning an angle of 7 degrees and 21 minutes to the right 277.2 feet in a northeasterly direction to point of beginning of boundary of tract of land herein described; thence turning an angle of 54 degrees and 18 minutes to the left 40.1 feet in a northwesterly direction; thence turning an angle of 90 degrees to the right 50 feet in a northeasterly direction; thence turning an angle of 90 degrees to the right 50 feet in a southeasterly direction; thence turning an angle of 90 degrees to the right 50 feet in a southwesterly direction; thence turning an angle of 90 degrees to the right 9.9 feet in a northwesterly direction to point of beginning; said tract of land being located as shown on map here to attached and made a part of this instrument;
- (2) The Tennessee Company shall not be liable for any claims for damage which may accrue on account of the construction, operation or maintenance of said electric switching structure upon the land of the Tennessee Company; and the Tennessee Company shall not be liable on account of damage to said electric switching structure accruing from past or future mining or removal of coal, iron ore or other minerals contained in the aforesaid land, or from failure to leave adequate support for the surface of said land; and the Power Company shall indemnify protect and save harmless the Tennessee Company from all loss, damage, cost or expense which the Tenness eCompany may sustain on account of the improper construction, operation or maintenance of said electric switching structure upon said land, and on account of claims for damages by others by reason of the construction, operation or maintenance upon said land by the Power Company of said electric switching structure;
- The Power Company shall at its expense upon the completion of installation of said electric switching structure, and thereafter, in the maintenance and operation thereof cause the destruction or removal from the land of the Tennessee Company of all debris including timber refuse resulting from such installation, operation and maintenace;
- (4) In the event the Power Company violates any of the covenants herein contained and fails for sixty (60) days after notice in writing, served upon it by the Tennessee Company, to comply with such covenant or covenants, the Tennessee Company shall have the right to terminate

this agreement by giving the Power Company six (6) months' notice in writing of its intention so to do, whereupon at the expiration of said six (6) months, this agreement shall be deemed terminated and at an end, and the Tennessee Company may thereafter at the expense of the Power Company remove said electric switching structure from said land should they remain thereon without right for exceeding ninety (90) days;

This agreement shall inure to the benefit of and be binding upon the respective successors andassigns of the parties hereto, as well as the parties themselves;

IN WITNESS WHEREOF, the parties here to have executed this instrument, in duplicate, the

day and year first above written.

In T. Beecher-Secretary

TENNESSEE, COAL, IRON AND RATLROAD COMPANY By Geo. G. Crawford -- President

ALABAMA POWER COMPANY By W. E. Mitchell--Vice-President

Attest: Lamar Aldridge--Secretary

Approved:

Phief Engineer

Approved

C. E. Abbott Manager Mines and Quarries

Approved:

Percy, Benners & Burr Division Counsel ...

Approved:

E. E. Ellis

Manager Land Department

STATE OF ALABAMA

JEFFERS ON COUNTY OF

A MARINE TO THE REAL PROPERTY AND ADDRESS OF THE PARTY OF I, Bessie S. Barry, a Notary Public in and for said County in said State, hereby, certify that Geo. G. Crawford, whose name as President of Tennessee Coal Iron and 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 official seal this 8th day of April, 1925.

Bessie S. Barry Notary Public Jefferson Pounty: Alabama.

STATE OF ALABAMA county of Jefferson)

I, Ruby Hubble a Notary Public in and for said County in said State, hereby certify that W. E. Mitchell whose name as Vice President of 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, 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 official seal this the 7th day of April, 1925.

Ruby Hubble Notary Public, Jefferson County Alabama

L.B. Riddle--Judge of Probate

THE STATE OF ALABAMA

SHELBY COUNTY

I, L. B. Riddle Judge of Probate hereby certify that the within agreement was filed in this office for record Mund 2nd. 1925 at 2 oclock P.M. and recorded in Deed record 78

paggrade and exemined. SMELBY COUNTY

Privilege Tax has been paid on the within

Map on page 241

I has by certify that

instrument as required by law.

LVLE .

Land Department
Tennessee Coal, Iron and Railroad Company
Scale: lin. = 200ft. March 1925.

N.W.\$ of S.W.\$ of Section 10 Scale: lin = 30ft. Southwest Corner of Section 10. Township 20 South, Range 3 West.

Land owned by Tennessee Coal Iron and Railroad Company.

Land upon which the Alabama Power Company is granted the right to construct, operate and maintain an electric switching structure by the Tennessee Coal, Iron and Railroad Company as evidenced by instrument of agreement dated the 1st day of APRIL 1925.

Identified as map attached to instrument above referred to.

TENNESSEE COAL, IRON AND RAILROAD COMPANY.

By Glob Convert Pregisent.

ALABAMA POWER COMPANY.

By Mulchell Vice President.

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Township 20 South. Range 3 West