AN AGREEMENT, dated this 20 day of January, 1937, between H. D. Pollard, as receiver of CENTRAL OF GEORGIA RAILWAY COMPANY, hereinafter called the Railway, party of the first part, and ALABAMA POWER COMPANY, a corporation organized and existing under the laws of the State of Alabama; hereinafter called the Power Company, party of the second part;

WHEREAS, the Power Company, desires to construct, operate and maintain electric light, power and telephone wires, together with the necessary poles and towers to support the same, on, over and across the right-of-way of the Railway and over the wires and tracks located thereon at the location hereinafter designated;

NOW, THEREFORE, THIS AGREEMENT WITNESBETH:

- 1. The Railway for and in consideration of the sum of One Dollar (\$1.00) in hand paid by the Power Company, the receipt of which is hereby acknowledged, does hereby grant to the Power Company the right to construct, operate and maintain Electric light, power and telephone wires, together with the necessary poles and towers to support the same, on, over and across the right-of-way of the Railway and over the wires and tracks located thereon at Winburn Yard, Shelby County, Alabama, at a point 573 ft. southwardly of M. P. S-421, Birmingham District, said location being more fully shown colored in red on blue print of Plan No. 172-89/13943, hereto attached and made a part hereof.
- 2. The Power Company will construct, operate and maintain its wires and the supports therefor on, over and across said right-of-way at said location in accordance with the specifications of the National Electrical Safety Code, Fourth Edition, December 31, 1926, contained in the Handbook Series of the United States Bureau of Standards No. 3, and amendments thereto and revisions thereof from time to time in effect; provided, however, in the event other specifications are now or may hereafter be prescribed by laws of the United States or of the State of Alabama or by any regulatory body having jurisdiction in the premises, the Power Company shall, within sixty (60) days thereafter, construct, operate and maintain its said wires and supports therefor in accordance with the specifications as prescribed by law or by such regulatory body to the extent that such specifications are inconsistent with the specifications of said Code.
- 3. Should any of the Power Company's wires on, over and across said right-of-way of the Railway at said location or should any of its poles, towers or other supports for said wires located on said right-of-way, in the opinion of the Railway interfere with the use of said right-of-way by the Railway, the Power Company will, at its own expense within sixty (60) days after written notice served upon it by the Railway so to do, raise or lower, repair or renew its said wires or any of them or will remove said poles, howers or other supports from said right-of-way so that after the raising or lowering, repairing or renewing of said wires or the removal of said poles, towers or other supports said wires or supports will not interfere with such use of said right-of-way, but such raising or lowering, repairing or renewing of said wires or the removal of said poles, towers or other supports shall not affect the right of the Power Company to construct, operate and maintain its said wires over and across the said right-of-way and over the wires and tracks located thereon at said location or in any other way affect this agreement.
- 4. The Power Company shall indemnify, protect and save harmless the Railway from all liability, loss, damage, cost and expense which the Railway may sustain or incur on account of the improper construction, operation or maintenance of said wires, poles, towers, or other supports upon or across the right-of-way of the Railway; and the Power Company shall indemnify, protect and save harmless the Railway against all liability, loss, damage, cost and expense growing out of injuries to or homicide of employes of

the Power Company whole engaged in the business of the Power Company on or about the right-of-way of the Railway at the location of said wires, poles, towers or other supports upon or across the right-of-way of the Railway whether or not said injuries or homidide shall be caused or contributed to be the negligen a of the Railway or its employes.

- 5. In the event the Power Company violates any of the covenants herein contained and shall fail for sixty \$60\$ days after notice in writing served upon it by the Rail-way to comply with such covenant or covenants, the Railway shall have the right to terminate this agreement by giving the Power Company thirty (30) days' notice in writing of its intention so to do, whereupon, at the expiration of said thirty (30) days this agreement shall be deemed terminated and at an end; and the Railway may thereafter, at the expense of the Power Company, remove said wires and supports therefor from said right-of-way of the Railway should they remain thereon without right for exceeding sixty (60) days.
- 6. This agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto as well as the parties themselves.
- 7. The electric transmission line to be constructed hereunder is for the exclusive use of the Railway and its employes or agents, and shall not be used in extending service to other parties.

The Power Company agrees that it will, within thirty (30) days after service to the Railway, its employes or agents, has been discontinued, remove its said wires, poles and fixtures from the property of the Railway.

- 5. The Power Company may at any time remove its said wires, poles or other supports from the right-of-way or property of the Railway, and upon the removal of all said wires poles, towers and other supports erected or installed under this contract, and after thirty (30) days' written notice thereof from the Power Company to the Railway this contract shall cease and determine.
- 9. The Power Company shall record this agreement and any future agreements with reference thereto at its own expense in Shelby County, Alabama.
- 10. This contract shall inure to the benefit of any company which may succeed to the properties and franchises of Central of Georgia Railway Company as a result of reorganization or purchase at foreclosure sale of the properties and assets of said Company, and shall inure to the benefit of any other or additional Receiver or Receivers appointed for the properties and assets of Central of Georgia Railway Company, But notwithstanding anything herein to the contrary, this contract shall terminate as to the Receiver (and as to any other or additional Receiver or Receivers of the property and assets of Central of Georgia Railway Company) when the receivership of the property and assets of Central of Georgia Railway Company is terminated.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, in duplicate by their proper officers duly authorized, the day and year first above written.

Executed by the Railway in Chatham County Georgia, in presence of:

STATE OF ALABAMA SHELBY COMNTY I here of that

H. D. Pollard, As Receiver of Central of Georgia Railway

Tax Company.

B. D. Helmken F. S. Baggett,

Notary Fubric, Chatham County, Georgia nent as required by My Commission Expires December 28, 1940.

ALABAMA POWER COMPANY
By J. M. Barry.
Vice President

Attest: Wm M. Hood, Secretary

L. 29. WALKER, JURGE OF PROBATE

Approved as to Form: Martin, Turner & McWhorter By J. C. Blakey

Approved as to Terms and Description: B. R. P.

B. R. Powell,
Mgr. Land Dept.

State of Georgia .

County of Chatham .

I, F. S. Baggett, a Notary public in and for said County in said State, hereby certify that H. D. Pollard whose name as Receiver of Central of Georgia Railway, 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 Receiver.

Given under my hand and official seal this 24 day of January, A. D. 1938.

F. S. Baggett, Notary Public Chatham County, Ga. My Commission expires December 28, 1940

State of Elabama

County of Jefferson

I, Mary E. Johnson a Notary Public in and for said County in said State, hereby certify that J. M. Barry whose name as Vice President of the AlabamaPower 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 20th day of January, A. D. 1938.

Mary S. Johnson, Notary Aublic

Mary S. Johnson, Notary Public Jefferson County, Alabama

Filed for record in this office the 11th day of February, 1938 at 12 M and recorded in Deed Record #104 on page 220 - 222 and examined.

L. C. Walker,

Judge of Probate

Shelby County, Alabama.

SEE MAP ON NEXT PAGE

STATE OF ALABAMA SHELBY COUNTY

has per did on the within instrument as required by law.

-. C. WALKER,
JUDGE OF PROBATE

