STATE OF ALABAMA JEFFERSON COUNTY

THIS AGREEMENT entered into this 28th day of December, 1939, between SHELBY IRON COMPANY, here-inafter for convenience called the "Iron Company", party of the first part, and the ALABAMA POWER COMPANY, hereinafter for convenience called the "Power Company", party of the second part.

WITNESSETH:

WHEREAS, the Power Company desires to construct, operate and maintain upon land of the Iron Company a line of wires, together with the necessary towers, poles, and other supports and appliances therefor for the purpose of transmitting electric power; and

WHEREAS, the Power Company desires a grant from the Iron Company of such rights as may be necessary for the construction, operation and maintenance of said lines of wires, together with the necessary towers, poles, and other supports and appliances therefor upon said land; and

WHEREAS, the Iron Company is willing to grant the Power Company such rights;

THEREFORE:

(a) The Shelby Iron Company, in consideration of the premises, and in further consideration of the sum of Twenty-five and 00/100 Dollars (\$25.00) in hand paid by the Iron Company by the Power Company, the receipt of which is acknowledged, hereby grants and conveys to the Power Company the right to construct, operate, and maintain a line of electric power transmission wires, together with one line of towers, poles, and other supports and appliances necessary therefor, and the right to construct, operate and maintain additional electric power wires thereon from time to time upon strips of land fifteen (15) feet in width, being seven and one-half $(7\frac{1}{2})$ feet on each side of the center lines, more specifically described as follows:

Begin at a point in the Southeast quarter of Southwest quarter of said Section 18, said point of beginning being 5 ft. west of the east side of 8th Street and 275 ft. north of the north side of 6th Avenue, according to the map of Shelby Alabama, and run south on 8th Street parallel to the east boundary thereof for a distance of 3385 ft., thence south 18 degrees 50' west 882 ft., thence south 12 degrees 49' east 90 ft. to a point on the south boundary of fractional Section 19, Township 22 South, Range 1 East; also the tap to serve residence at southwest corner of 8 Street and 9 Avenue; as shown on drawing F-58873 hereto attached and made a part hereof; all located in Shelby County, Alabama.

- (b) The Iron Company for the aforesaid consideration, hereby further grants and conveys unto the Power Company such rights of ingress and egress over said land as may be necessary for the construction, operation, and maintanance of said line of wires and the supports and appliances therefor upon said land.
- (c) The rights herein granted shall not in any way be construed to be superior to and are subject to rights of way for public roads, and/or other existing rights of way.
- (d) The Iron Company shall not be helf liable (except as provided in Paragraph (g) hereof) for any claims for damage which may accrue on account of the construction, operation, or maintenance of said line of wires, towers, poles, and other supports and appliances connected therewith on the land of the Iron Company, and the Iron Company shall not be liable on account of damage to said wires, towers, poles and other supports and appliances 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 Iron Company from all loss, damage, cost, or expense which the Iron Company may sustain on account of the improper construction, operation, or maintenance of said line of wires, and the supports and appliances therefor upon said land and on account of claims for damage by others by reason of the construction, operation, or maintenance upon said land by the Power Company of said line of wires or supports or other appliances connected therewith.
- (e) The Power Company shall construct, operate, and maintain said wires and the supports and appliances therefor upon said land over which the aforesaid rights are herein conveyed in accordance with the following specifications: (1) The minimum overhead clearance of all wires or cabless shall be thirty (30) feet over the tops of rails in railroad tracks of any character now existing or hereafter constructed; twenty-five (25) feet over the tops of existing wagon roads and ten (10) feet over existing buildings and other structures and also over signal, power, light, telephone, or other wires upon said land; the minimum side clearance between supports and nearest rails in main tracks upon said land shall be not less than twelve (12) feet, and between supports and nearest rails in said tracks shall be not less than six (6) feet; (2) crossing spans over roads, tracks, buildings or other structures and electric lines of any character shall be free from splices and shall be constructed in accordance with specifications for wire crossings as established by the National Electrical Safety Code, Third Edition, contained in the handbook series of the Bureau of Standards, No. 3.
- (f) The Power Company shall have the right to trim and/or cut such trees as may interfere with the installation or endanger the safety or proper maintenance and operation of said lines or wires and the supports and appliances therefor! The Power Company shall, however, pay the Iron Company for the reasonable timber market value of all trees cut by the Power Company which are located more than seven and one-half $(7\frac{1}{2})$ feet from the center line of said line of electric power transmission wires.
- (g) The Iron Company shall have the right at any and all times to use in its mining, quarrying or manufacturing operations the land over which said lines of wires is located, and the Iron Company shall also have the right to install, maintain and use tracks, road, pipe lines, haulage systems and wires or cables of any description across said lines of wires; and the Iron Company shall have the right to grant to others the right to install, maintain and use tracks, roads, pipe lines, haulage systems and wires or cables of any description across said lines of wires; upon condition, however, (1) that the exercise of any of said rights by the Iron Company shall cause no unreasonable interference with the line of wires and operations of the Power Company, and the rights granted to others shall not be superior to the rights granted to the Power Company; (2) that the character of the installation of the above mentioned crossings shall be reasonably satisfactory to the Power Company; and (3) that the Power Company shall be relieved of and held harmless fromany damage arising by reason of said crossings made by other parties.

- (h) The Power Company shall at its expense, upon the completion of installation of its line of wires and thereafter in the maintenance and operation thereof, cause the destruction or removal from the land of the Iron Company of all debris, including timber refuse resulting from such installation, operation, and maintenance.
- (i) Should the wires, towers, poles, and appliances or any portion thereof constructed, operated and maintained by the Power Company in the location herein described hereafter interfere with the mining, quarrying, or manufacturing operations of the Iron Company or future subdivisions laid out by the Iron Company, then upon written request by the Iron Company so to do the Power Company shall within ninety (90) days remove its wires, towers, poles, and other supports and appliances from said location to other locations, provided (1) that the Iron Company shall first convey to the Power Company the same rights in such other locations as are conveyed to the Power Company hereunder; and (2) that the Power Company shall not be required to remove and re-locate its said wires, towers, poles, and other supports, and appliances more than one time at its expense, and when such other location or locations are furnished, the temms of such grant or grants shall not require the Power Company again to remove its wires, poles, towers, and appliances except at the expense of the Iron Company. Any new location so furnished shall not be at a greater distance than seven hundred and fifty (750) feet from said line of electric power transmission wires as herein described and shall be so located as to permit the construction, operation and maintenance of said wires, towers, poles, and other supports and appliances in accordance with good engineering and operating practice, and in the event any portion of the new location for said wires, towers, poles, and other supports and appliances is not on lands now owned by the Iron Company, then before such wires, towers, poles, and other supports and appliances ahall be removed, the Iron Company shall cause to be conveyed to the Power Company a similar right of way, subject to all the terms and conditions of the original grant, except that no compensation shall be required therefor, for the new location of such wires, towers, poles, and other supports and appliances. The interference with such mining, quarrying, or manufacturing operations or further subdivisions by such wires, towers, poles, and other supports and appliances and the necessity for moving the same, as well as the new location to which they shall be removed, shall be agreed upon between the parties; and in the event they are unable to agree upon any of such matters, their difference shall be settled by arbitration. Each of the parties hereto shall select one disinterested person, and in the event they shall not be able to agr e as to the matters submitted to them, the two thus selected shall select a third dis-interested person, and the three thus chosen, or a majority of them, shall determine the matters of issue, and each of the parties hereto agree to abide by the result of such arbitration.
- (J) The Power Company shall at its own expense protect any wires or lines of the Iron Company where the wires or lines of the Power Company cross or pass over the wires or lines of the Iron Company and shall indemnify the Iron Company against any damage caused by the breaking or falling of the wires or lines of the Power Company on the wires or lines of the Iron Company, irrespective of the cause of such breakage or falling of the said wires of the Power Company, whether the same be from or by an act of God or otherwise.
- (k) In the event the Power Company violates any of the covenents herein contained and fails for sixty (60) days after notice in writing served upon it by the Iron Company to comply with such covenant or covenants or within sixty (60) days after the determination by arbitration or otherwise of any questions, the result of which requires the Power Company to do or perform any act, as the case may be, the Iron Company shall have the right to terminate the 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 Iron Company may thereafter at the expense of the Power Company remove said wires and the supports and appliances therefor from said land should they remain thereon without right for exceeding ninety (90) days.
- (1) 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.

IN WITNESS WHEREOF, the parties hereto, by their respective officers thereunto duly authorized, have executed this instrument in auplicate the day and year first above written.

Attest: W. T. Shillin, Secretary

SHELBY IRON COMPANY By H. L. Morrow, President

ALMINA FOWER COMPANY

Attest: W. M. Hood, Secretary

STATE OF ALADAMA JEFFERSON COUNTY

By J. M. Barry, Vice-President

I, Ruth LaBelle Coen, & Notary Public in and for said County, in said State, hereby certify that H. L. Morrow whose name as President of Shelby Iron 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 9 day of January, 1940.

Ruth LaBelle, Coen, Notary Public

STATE OF ALABAMA JEFFERSON COUNTY

I, Mary S. Johnson, a Notary Public in and for said County, in said State, hereby certify that J. M. Barry, whose name as Vice-President of Alabama Power Company, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledg d before me n 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 28th day of December, 1939.

SHELBY COUNTY I heroby cartify that

STATE OF ALABAMA

50 Privilege Tax

L. C. Walker, Judge of Prob te

Mary E. Johnson, Motary Public

strument as required by

श₩.

C. WALKER. JUDGE OF PROBATE

My Commission expires Jan. 22, 1942)/ Filed in this office February 17th, 1940 at 11 am and recorded in Deed Record 108 at bage 42 and examined he boen paid on the within