AN AGREEMENT, dated this 26th day of May, A. D. 1941, between H. D. POLLARD AND A. B. LOVETT? AS TRUSTEES OF THE PROPERTY 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 pales and towers to support the same on, over and across the right-of-way of the Ramlway and over the wires and tracks located thereon at the location hereinafter designated:

NOW? THEREFORE, THIS AGREEMENT WITNESSETHS

- 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 in Shelby County, Alabama, at a point 154 feet west of M. P. S-407, Birmingham District, waid location being more fully shown colored in red on blue print of Plan No. 172-76/13831, 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, ourth Edition, December 31, 1926, contained in the Hendbook 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 law of the United States, 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 and 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 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 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 mainenance 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 while 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 homicide shall be caused or contributed to by the negligence 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 Railway, to con! ply 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 the reafter, at the expense of the Power Company, rembwe 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.
- The Power Company will pay the Railway an annual rental or sum of One Dollar (\$1.00) for each pole and Five Dollars (\$5.00) for each tower erected and maintained upon the lands of the Railway for the purpose of supporting the wires of the Power Company; the said rental to be payable annually, in advance, promptly upon bill rendered therefor by the Railway, but such rental shall cease, as if and when said poles or towers are removed from said lands without otherwise affecting this agreement.
- 8. The Power Company may at any time remove its said wir es, poles or otherwis supports from the right-of-way or property of the Railway, and upon the removal of all said wires, polles, towers or other supports erected or installed under this contract, am after thirty (30) days written notice thereof from the Power Company to the Railway this contract shall cease and determine except to enable the Railway to collect all monies which may be due it hereunder.
- 9. The Power Company shall record this agreement and any future agreements with reference thereto at its own expense in Shelby County, Alabama.
- 19. This contract shall inure to the benefit of any company which, or person who, may succeed as a result of reorganization, or otherwise, to the properties or franchises of Central of Georgia Railway Company, or to the particular line of railroad to which this contract applies, and shall inure to the benefit of any other or additional Trustee or Trustees appointed for the property of Central of Georgia Railway Company; but, notwithstanding anything herein to the contrary, this contract shall terminate as to the Trustees (and as to any other or additional Trustee or Trustees of the property of Central of Georgia Railway Company) when the said Trusteeship 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:

B. D. Helmken

Frank W. (Campos) Notary Public, Chatham County, Ga.

Attest:

M. Hood Secretary

Corp. Seal.

Approved as to Terms.

MARTIN: TURNER & MCWHORTER By Julian Skinner.

Approved as to Terms and Description.

A CONTRACTOR OF THE STATE OF TH

H. D. Pollard

and

A. B. Lovett H. D. POLLARD AND A. B. LOVETT AS TRUSTEES OF THE PROPERTY OF CENTRAL OF GEORGIA RAILWAY COMPANY

ALABAMA POWER COMPANY,

By J. M. Barry Vice President

STATE OF ALABAMA BUBLBY BOWUTY

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low. L. O. WALKER,

J. E. Parsell Mgr. Land Dept.

JUBSE OF PRODATE

Filed for record in this office on the 7th day of June, 1941, at 1 o'clock P. M. and recorded in Deed Record #1111, on page 479 and examined.

(See map page 481)

L. C. Walker Judge of Probate

