
 AGREEMENT

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AN AGREEMENT, dated this 7th day of December A. D., 1942, between M. P. Callaway, As Trustee 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 poles and towers to support 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 WITNESSETH:

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 Mile Post S-404 minus 655 feet, and at M. P. S-405 minus 404.2 feet, Birmingham District; said locations being more fully shown colored in red on blue print of Plan No. 172-72-73/13805-13806, 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 locations in accordance with the specifications of the National Electrical Safety Code, Fifth Edition, September 23, 1941, contained in the National Bureau of Standards Handbook Series, and all 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, 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 or across said right-of-way of the Railway at said locations 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

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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, towers 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 said right-of-way and over the wires and tracks located thereon at said locations, 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 employees 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 employees.

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 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 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 wires, poles or other supports from the right-of-way or property of the Railway, and upon the removal of all said wires, towers or 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 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.

10. No notice to any officer or other representative of the Railway, either implied, verbal or written, shall be held to effect a waiver or change in any part of this agreement nor estop the Railway from asserting any right under the covenants, terms and conditions of this agreement; nor shall the covenants, terms, or conditions be waived or changed, except by written consent of the Trustee of the Railway.

11. 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 Trustee (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:

Bernard D. Helmken

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

M. P. Galloway
M. P. GALLOWAY, AS TRUSTEE OF
THE PROPERTY OF CENTRAL OF
GEORGIA RAILWAY COMPANY

ATTEST:
Wm. M. Hood
Secretary
(SEAL)

ALABAMA POWER COMPANY
BY J. M. Barry
V.P.

APPROVED AS TO FORM: Martin, Turner & McWhorter
By M. C. Moloney

APPROVED AS TO
TERMS AND
DESCRIPTION BY H. B. Powell
Mgr. Land Dept.

STATE OF GEORGIA

COUNTY OF CHATHAM

I, Frank W. Campos, a Notary Public in and for said County, in said State, hereby certify that M. P. Calloway whose names as Trustee of Central of Georgia Railway Company 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 Trustee.

Given under my hand and official seal this the 14th day of Dec. A.D. 1942.

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

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, Mary J. Cochran, a Notary Public in and for said County in said State, hereby certify that J. M. Barry whose e names as Vice President of the Alabama Power Company, a corporation, is signed to the forgoing 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 voluntary for and as the act of said corporation.

Given under my hand and official seal this 7th day of December, A.D. 1942.

Mary J. Cochran
Notary Public, Jefferson
County, Alabama.

Notary Public, Jefferson County, Alabama
My Commission expires April 12, 1945



