

#320

## LINE PERMIT

49323

STATE OF ALABAMA )  
:  
COUNTY OF SHELBY )

THIS AGREEMENT entered into this the 1st day of November, 1944, between the SHELBY IRON COMPANY OF ALABAMA, hereinafter for convenience called the "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 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 Company of such rights as may be necessary for the construction, operation and maintenance of said line of wires together with the necessary towers, poles and other supports and appliances therefor upon said land; and

WHEREAS the Company is willing to grant the Power Company such rights:

(a) THEREFORE the Shelby Iron Company of Alabama in consideration of the premises and in further consideration of the sum of Fifty & no/100 dollars (\$50.00), in hand paid to the Company by the Power Company, the receipt of which is hereby acknowledged, grants and conveys to the Alabama 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 necessary therefor, and the right to construct, operate and maintain additional electric power wires thereon from time to time upon a strip of land 30 feet in width being 15 feet on each side of the center line of said strip located, lying and being in Shelby County, Alabama, as shown on map attached hereto and made a part hereof, and being more specifically described as follows:

Begin at a point on the north boundary of the NE $\frac{1}{4}$  of SW $\frac{1}{4}$ , Section 13, Township 22 South, Range 1 West, said point being 595 feet; more or less, from the northeast corner thereof; thence run south 1 $^{\circ}$ 5' west for a distance of 577 feet to a point; thence run south 17 $^{\circ}$  25' east 194 feet.

(b) The 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 maintenance 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 right-of-way;

(d) The Company shall not be held 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 Company, and the 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 iron ore, sand, clay or other materials contained in the aforesaid land, or from failure to leave adequate support from the surface of said land; and the Power Company shall indemnify, protect and save harmless the Company from all loss, damage, cost or expense which the 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 foresaid rights are herein conveyed in accordance with the following specifications; (1) the minimum overhead clearance of all wires or cables 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 the nearest rails in side 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 hand book series of the Bureau of Standards, No. 3, as amended;

(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 line of wires and the supports and appliances therefor. The Power Company, however, shall pay the Company for the reasonable timber market value of all trees cut by the Power Company, which are located more than 15 feet from the center line of electric power transmission wires;

(g) The Company shall have the right at any and all times to use in its mining, quarrying or manufacturing operations the land over which said line of wires is located, and the Company shall also have the right to install, maintain and use tracks, roads, pipe lines, haulage systems and wires or cables of any description across said line of wires; and the 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 line of wires; upon condition, however (1) that the exercise of any of said rights by the 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 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 from any 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 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 any mining, quarrying or manufacturing operations of the Company or future subdivisions laid out by the Company, then upon written request by the 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 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 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 terms 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 Company. Any new location so furnished shall not be at a greater distance than seven hundred fifty feet (750) 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 Company, then before such wires, towers, poles and other supports and appliances shall be removed, the 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 future 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 differences shall be settled by arbitration. Each of the parties hereto shall select one disinterested person, and the three thus chose, or a majority of them, shall determine the matters at issue, and each of the parties 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 Company where the wires or lines of the Power Company cross or pass over the wires or lines of the Company and shall indemnify the Company against any damage caused by the breaking or falling of the wires or lines of the Power Company on to the wires or lines of the Company, irrespective of the cause of such breakage or falling of the said wire 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 covenants herein contained and fails for sixty (60) days after notice in writing served upon it by the 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 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 Company may therefore at the expense of the Power Company remove said wires and the supports and appliances therefor from said lands.

(l) 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 duplicate the day and year first above written.

Attest: W. F. Shillito, Secretary

SHELBY IRON COMPANY OF ALABAMA

BY H. L. Morrow, President

ATTEST:

Wm. M. Hood  
Secretary

Corporate Seal

ALABAMA POWER COMPANY

BY J. M. Barry Vice President

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

Approved as to terms and description: By J. S. Powell  
Mgr. Land Dept.

STATE OF ALABAMA )  
:  
JEFFERSON COUNTY )

I, Ruth LaBelle Coen, a Notary Public in and for said County, in said State, hereby certify that H. L. Morrow, whose name as President of Shelby Iron Company of Alabama, 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 1st day of November, 1944.

Ruth LaBelle Coen  
Notary Public

Notarial Seal

STATE OF ALABAMA )  
:  
JEFFERSON COUNTY )

I, Mary J. Cochran, 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, 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.

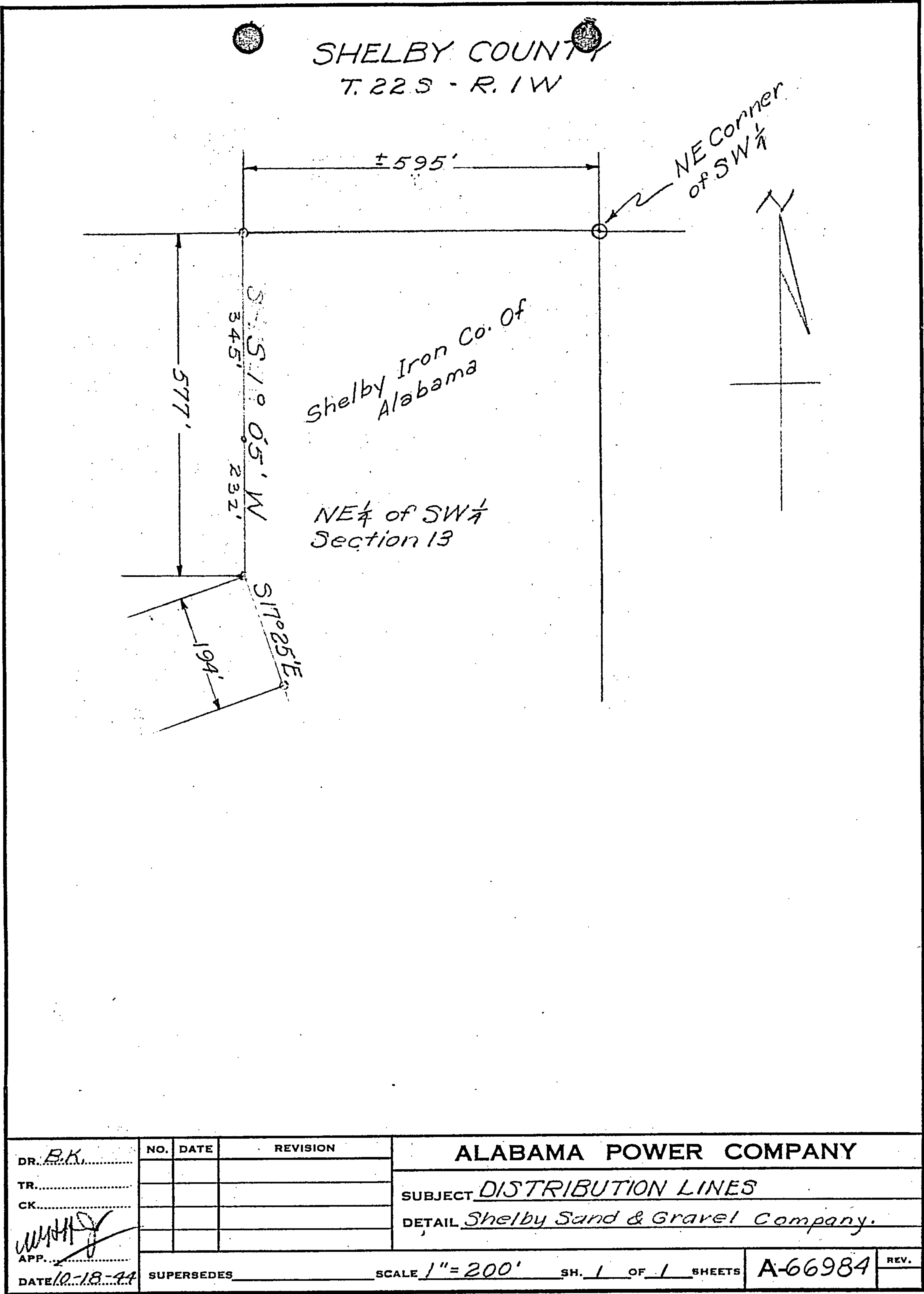
Given under my hand and official seal this 6th day of November, 1944.

Mary J. Cochran, Notary Public

Notary Public, Jefferson County, Alabama  
My commission expires April 22, 1945

Notarial Seal





Filed for record in this office on the 11th day of November, 1944, at 11 o'clock A. M. and duly recorded in Deed Record Vol. 119 on page 259, etc.

L. C. Walker, Judge of Probate

STATE OF ALABAMA  
SHELBY COUNTY  
I hereby certify that  
\$ 50 Privilege Tax  
has been paid on the within  
instrument as required by  
law.  
L. C. WALKER,  
JUDGE OF PROBATE