LINE PERMIT

#2926

91508

STATE OF ALABAMA

JEFFERSON COUNTY

THIS AGREEMENT entered into this the 13th day of February, 19#8, between Shelby Iron Company, A corp., hereinafter for convenience called the Corporation, party of the first part, and the Alabama Power Company, hereinafter for convenience called Power Company party of the second part,

WITNESSETH, WHEREAS the Power Company desires to construct, operate and maintain upon the land of the Corporation lines of wires, together with the necessary poles and other supports and appliances therefor for the purpose of distributing electric power; and

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

WHEREAS the corporation, is willing to grant the Power Company such rights: THEREFORE;

(a) The Shelby Iron Campany, a Corp. in consideration of the premises; and in the further consideration of the sum of Four hundred and no/100 Dollars (\$400.00) in hand paid to the Corporation 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 its lines of electric wires, together with 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 over and on the following described land situated in Shelby County, Alabama:

The SW_{\pm}^1 of SW_{\pm}^1 of Section 9; the SW_{\pm}^1 of NW_{\pm}^1 of Section 23; the E_{\pm}^1 of NE_{\pm}^1 of Section 22; the S_{\pm}^1 of SE_{\pm}^1 , the NW_{\pm}^1 of SE_{\pm}^1 the N_{\pm}^1 of SW_{\pm}^1 , the SW_{\pm}^1 of NW_{\pm}^1 , all in Section 15; the S_{\pm}^1 of NE_{\pm}^1 , the NE_{\pm}^1 of SE_{\pm}^1 , and the SE_{\pm}^1 of NW_{\pm}^1 , all in Section 16; all in Township 21 South, Range 1 West, as shown on Alabama Power Company Drawings F-73810, sheet #1, and A-70413, sheet #11, both of which are attached hereto and made a part hereof.

(b) The Corporation for the aforesaid consideration, hereby further grants and conveys unto the Power Company such rights of ingress and egress over dai

said land as may be necessary for the construction, operation and maintenance of said lines 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 the right of ways for public road, and/or other existing right of ways.
- (d) The Corporation shall not be held liable (except as provided in Paragraph (f) hereof) for any claims for damage which may accrue on account of the construction operation or maintenance of said lines of wires, poles and other supports and appliances connected therewith on the land of the Corporation and the Corporation shall not be liable on account of damage to said wires, 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 Corporation from all loss, damage, cost or expense which the Corporation may sustain on account of the improper construction, operation or maintenance of said lines of wires and the supports and appliances therefor upon said land 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 lines of wires or supports or other appliances connected therewith.
- (e) 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 of wires and the supports and appliances therefor. The Power Company shall, however, pay the Corporation for the reasonable timber market value of all trees cut by the Power Company which are located more than fifteen (15) feet from the center line of said lines of electric power transmission wires.
- (f) The corporation shall have the right at any and all times to use in its mining, quarrying or manufacturing ope ations the land over which said line of wires are located, and the Corporation 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 lines of wires; and the Corporation shall have the right to grant to others the right to install, maintain and use tracks, road, pipe lines, haulage systems; upon condition, however, (1) that the exercise of any of said rights by the Corporation shall cause no unreasonable interference with the lines of wires and ope ations of the Power Company and the rights granted to otheres shall not be superior to the rights granted to the Power Company; (2) that the character of installation of the above mentioned crossing shall be reasonably satisfactory to the Power Company; and (3) that the Power Company shall be releived of and held harmless from any damage arising by reason of said crossing made by other parties.
- (g) The Power Company shall at its expense, upon the completion of installation of its lines of wires and thereafter in maintenance and operation thereof cause the destruction or removal from the land of the Corporation of all debris, including timber refuse resulting from said installation, operation and maintenance.

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.

herein contained and fails for sixty (60) days after notice in writing served upon it by the Corporation 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 cause may be, the Corporation shall have the right to terminate the agreement by giving the Powel 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 Corporation 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.

(j) 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.

SHELBY IRON COMPANY, A CORPORATION BY H.L. Morrow President

ALABAMA POWER COMPANY BY J.M. Barry Vice President

Attest:

Attest:

W. A. Clements,

Secretary

Wm. N. Hood Secretary (Seal)

Approved as to form: Martin, Turner & McWhorter, by J.C. Blekey SEW.

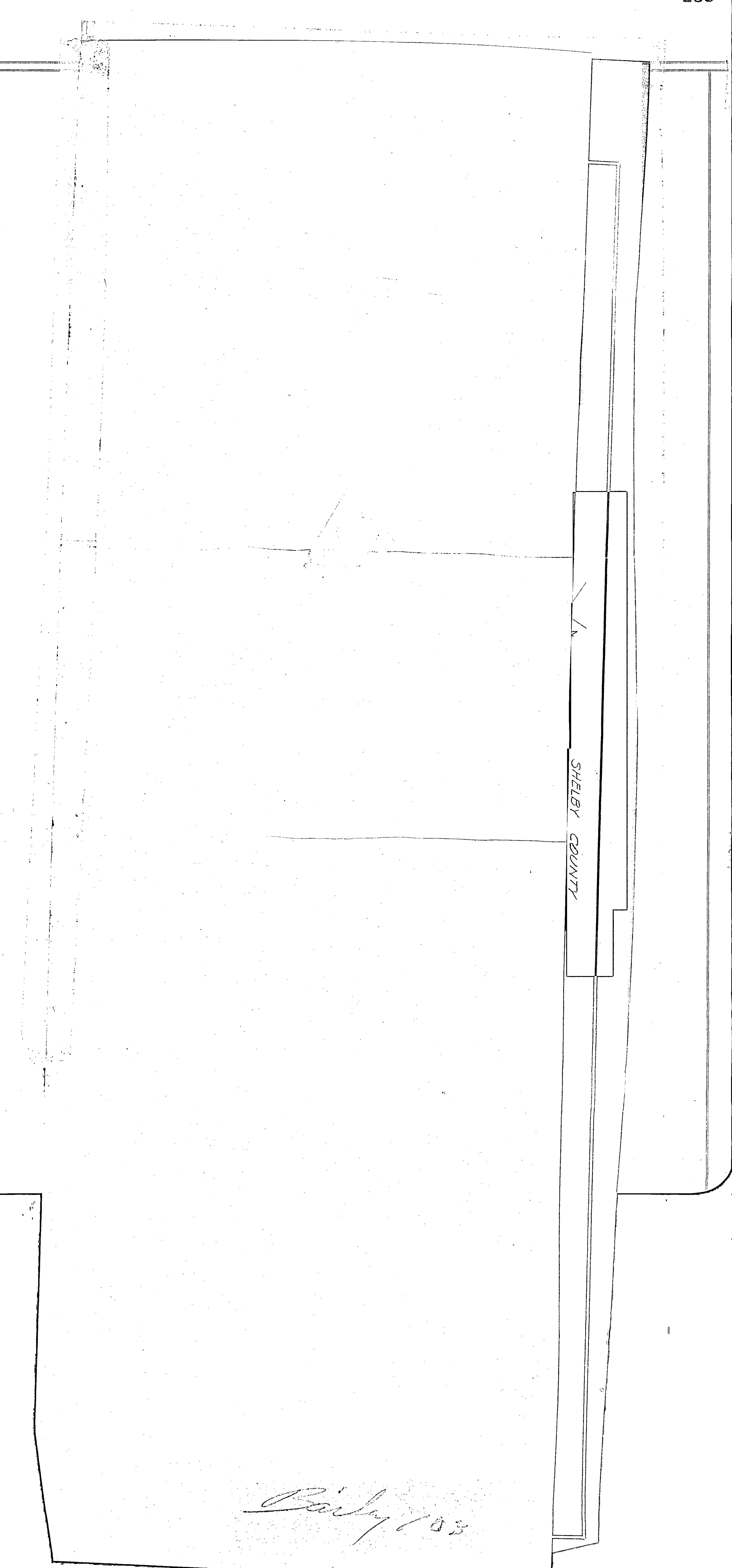
Approved as to terms and description By J.Hitchcock Mgr. Land Dept.


STATE OF ALABAMA

STATE OF ALABAMA

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DR. L. J.	NO. DATE	REVISION	 SUBJECT	Sholby	Count	WER CO	11nc#5	9 - A

Filed in the office of the Probate Judge the 1st day of April, 1948 at 9 o'clock A.M. and recorded in the Deed Record 133 on page 482 on this the 22nd day of April, 1948

STATE OF ALABAMA SHELBY COUNTY

\$ 1 hereby certify that \$ 200 Privilege Tax has been paid on the within instrument as required by law.

L. C. WALKER, JUDGE OF PROBATE L.C. Walker,

Judge of Probate