

#5324

LINE PERMIT

115132

STATE OF ALABAMA

COUNTY OF SHELBY

THIS INDENTURE, made this 25th day of July, 1950, between Alabama Power Company, a corporation, organized and existing under the laws of the State of Alabama, hereinafter referred to as the Company, and Shelby County a municipal corporation existing under the laws of said State, hereinafter referred to as the County,

WITNESSETH:

WHEREAS, the Company now owns, maintains and operates an electric power line or lines located on private right of way owned by it near and approximately paralleling the Montevallo-Boothton Road, Alabama State Highway Project SACP 461 in Shelby County, Alabama, the location of said private right of way being hereinafter more particularly described; and

WHEREAS, in order that said highway may be widened and improved, the County desires to acquire from the Company certain portions of its private right of way above referred to.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) to it paid by the County, the receipt whereof is hereby acknowledged, and in further consideration of the covenants of the County hereinafter set out, the Company does hereby remise, release, quit claim and convey to the said Shelby County all of its right, title, interest and claim in or to the following described rights of way, to wit:

That part of its Boothton-Substation-Pea Ridge Extension electric line extension right of way which lies within the boundary of Alabama State Highway Project SACP 461, which part is located in Section 28, Township 21 South, Range 4 West and Sections 2 and 3, Township 22 South, Range 4 West, Shelby County, Alabama.

The Company retains and reserves to itself, its successors and assigns, forever, and excepts from the operation of this indenture, all parts of the above described rights of way not actually lying within the boundaries of the highway right of way as widened and improved, together with the poles, lines, guys and all appurtenances on any portion of the right of way hereby conveyed or herein excepted and retained to the Company, together with the right to remove the same; but the Company shall not be required to vacate any portion of the right of way hereby quit claimed until it has been vested with all of the rights hereinafter provided for.

TO HAVE AND TO HOLD the same to the said Shelby County, its successors and assigns, forever.

In consideration of such remise, release quit claim and conveyance by the Company, the County hereby covenants and agrees with the Company, its successors and assigns, as follows:

(1) The County will reimburse, or cause to be reimbursed, the Company for all cost and expense, including materials, labor, taxes, auto expenses, depreciation, engineering costs and overhead charges, less credits, for all usable materials removed, incurred by it in relocating such of its electric power line or lines, or portions thereof, as may be removed from the rights of way herein conveyed and whether the same be relocated on new private right of way or within the boundaries of the improved highway right of way. The County will also procure, or cause to be procured, for the Company and without cost to the Company, all rights to place all necessary guy wires and anchors upon the lands adjoining said electric power line or lines, or portions thereof, as relocated within the improved highway right of way, and to cut and trim and to keep cut and trimmed, and remove all trees on the lands adjacent to the improved highway right of way and which might then or thereafter endanger such electric power line or lines, or portions thereof, as are placed within the highway right of way under the Master Agreement hereinafter referred to, such guy wires and anchor permits and tree trimming rights are to be obtained on forms furnished by the Company.

(2) In the event any portions of said electric lines are to be relocated on private right of way, then the County will provide, or will cause to be provided, for the Company and without cost to the Company new private rights of way to be owned by the Company, and, unless impracticable and objectionable to the Company, parallel and adjacent to the boundary of the improved highway right of way, together with all



rights to cut and trim , and to keep cut and trimmed and remove all trees on land adjoining the right ofway so procured, as might then or thereafter endanger such electric power line or lines, or portions thereof, as are placed upon the right of way so procured, and will provide, or cause to be provided, for the Company the right to place necessary guy wires and anchors on the lands so adjoining such right of way. Such new right of way must be equivalentto that herein conveyed and shall be, together with the tree trimming rights and guy wire and anchor permits herein provided for, obtained on forms furnished by the Company and shallbe acceptable to the Company. In the event the County is unable to provide, or cause to be provided, for the Company such new private rights of way, then the Company may proceed to acquire such new private rights of way, together with all necessary guy wire and anchor rights and tree trimming rights as above described, either by purchase or condemnation and the County shall cause to be reimbursed ~~and~~ will reimburse the Company for the entire cost of and expense to which it is put in acquiring such new private fight of way.

(3) The County will reimburse, or cause to be reimbursed, the Company for all cost and expense, including materials, labor, taxes, auto expenses, depreciation, engineering costs, overhead charges, acquisition of right of way, guy wire and anchor permits and tree trimming rights, to which the Company may be put in the future by reason of having to again relocate, alter or change, either within or without the highway, such of its electric power lines or portions thereof, as may have been removed from the right of way herein conveyed and placed within the boundaries of the improved highway right of way. In the event such future, relocation, alteration, or change is to be made without the then boundaries of the improved highway right of way, then the County will provide , or cause to be provided, for the Company and without cost to the Company new private bights of way, together with all necessary guy wires and anchor rights and tree trimming rights, to be owned by the Company; and in the event the County is unable to provide, or cause to be provided, for the Company such new private rights of way, then the Company may proceed to acquire such new private rights of way, ~~then the Company may~~ either by purchase or condemnation and the County shall cause to be reimbursed or will reimburse the Company for the entire cost of and expense to which it is put in acquiring such new private rights of way.

(4) The County will observe and be bound by all of the terms and conditions of that certain Master Agreement between the Company and the State of Alabama, dated the 26th day of July, 1939, and this indenture is entered into by the parties hereto pursuant to and subject to all of the provisions of said Master Agreement.

(5) The covenants of the County herein contained are intended to be and shall be construed as covenants running with the grant or conveyance made by the Company herein and shall be binding upon said County and also upon its successors and assigns.

In witness whereof, said Alabama Power Company has caused this instrument to be executed and signed by E.W. Robinson its Vice President, and to be attested by its Secretary, or an Assistant Secretary, and its copporate seal to be hereto attached, and Shelby County has caused this instrument to be executed on its behalf by the President of the Board of Revenue T.R. Nash thereunto duly authorized and the corporate seal of the County to be hereto affixed, in duplicate, all on the day and year first above written.

ATTEST:		ALABAMA POWER COMPANY
WM? M. Hood, Secretary		BY E.W. Robinson, Vice President
	Approved as to Form P.W. Turner	SHELBY COUNTY
WITNESSES:		BY T.R. Nash, President of the Board of Revenue
Cecil Duke	Approved as to Terms and Description J Hethcox	Pro-Tem
Lallage Bentley	USR Land Dept	



STATE OF ALABAMA

COUNTY OF JEFFERSON

I, Mary J. Cochran, a Notary Public in and for said County in said State, hereby certify that E.W. Robinson whose name as Vice President of Alabama Power Company, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, 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 the 25th day of July, 1950.

NOTARIAL SEAL

Mary J. Cochran  
Notary Public

(Seal)

Notary Public Jefferson County  
Alabama, My commission expires 4/4/53.

STATE OF ALABAMA

COUNTY OF SHELBY

I, Cecil Duke, a Notary Public in and for said County in said State, hereby certify that T.R. Nash whose name as President of the Board of Revenue Pro-Tem of Shelby County, a municipal corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, 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 31 day of July, 1950.

NOTARIAL SEAL

Cecil Duke  
Notary Public

(Seal)

Notary Public, Shelby County, Alabama.  
My commission expires 1/15/51

Filed in the office of the Probate Judge on the 18 day of August, 1950 at 10:00 A.M. and recorded in Deed Record 142 on page 365 this the 19 day of August, 1950.

L.C. Walker, Judge of Probate

*File*