#1256

Line Permit 110123-A

THIS AGREEMENT, made and entered into at Birmingham,Alabama, this 13th day of November, 1950, by and between the Alabama Power Company, a corporation, hereinafter referred to a sthe Power Company, and J.P. Stephenson and Nelson Davis, a partnership of Route 3, Bessemer, Alabama, hereinafter referred to as Contractor:

WITNESSETH, THAT:

WHEREAS, the Power Company has acquired certain rights of way 15 feet in width for the purpose of constructing thereon an electric power line, the location survey of the center line of which is shown in red on the attached map, market Exhibit "A" which is made apart hereof; and

WHEREAS, for the consideration hereinafter expressed, the Power Company has agreed to grant to Contractor the right to remove for use and resale by Contractor certain timber within the rights of way previously felled or to be felled by the Power Company, or its Agents, and the right to cut and remove for use and resale by Contractor, standing timber within the rights of way which are marked with one yellow paint spot at breast height and another such spot six inches from the ground; and

WHEREAS, Contractor has agreed to remove said timber on the terms and conditions hereinafter set forth:

NOW, THEREFORE, in consideration of the sum of Three Hundred and No/100 ($300.00) Dollars in hand paid bo the Power Company by Contractor, receipt whereof is hereby acknowledged,

IT IS AGREED:

1. The Power Company (to the extent of its interest) hereby grants to Contractor the right to cut and remove for use and resale by Contractor all trees which are merchantable for saw timber or mine props previously felled or to be felled by the Power Company, or its agents, within and adjacent to the rights of way as shown in red on Exhibit "A". Also, Contractor shall have the right to cut and remove for use and resale standing trees within and danger trees adjacent to the rights of way which are marked with one yellow paint spot at breast height and another such spot six inches from the ground. It is understood and agreed that if no trees are so marked by paint spots for cutting that the Contractor shall have no right to cut any trees.

2. Contractor shall have the right of ingress and egress to and from said right of way for the purpose of cutting and removing said timber to the same extent as the Power Company has such rights under the instruments of conveyance to the Power Company for the said rights of way. Contractor shall have the right to build roads and use skidways in connection with the work hereunder, but only to the extent necessary to accomplish the purposes of this agreement. Roads, fences and other improvements will be restored by Contractors to their original condition on completion of work in any area. Bridges and other imrprovements made by Contractor shall be left intact on completion of work in any area. Location of woods roads will be subject to any prior rights heretofore granted by owners of adjacent lands, particularly with respect to rights of tenants in possession under farm leases.

3. All operations ofContractor shall be in accord with good logging practices, particularly in respect to prevention and suppression of forest fires, and the protection of standing timber. All tree tops shall be removed immediately on cutting from the area 7-1/2 feet on each side of the center line of the right of way strip on which the Power Company has felled the trees. When necessary to anchor skidding or loading equipment, the anchor tie shall be made to stumps or to trees designated foructting.

4. All rights of Contractor hereunder shall cease and terminate at the expiration of ninety (90) days from the date of this instrument. If prior to the expiration of ninety (90) days from the date of this instrument. If prior to the expiration date hereof the Power Company desires to proceed with the construction of its power line, the Power Company shall have the right to clear from said rights of way such trees as are necessary to permit it to proceed with such construction work, and in such event, the Power Company, so far as possible and reasonable, cut any such trees felled into saw log and mine prop lengths, if any cuts of such felled trees are made.

5. All marked trees cut by Contractor shall be so cut that the paint spot ont he stumps will be left intact and clearly visible.

6. In the event Contractor shall cut or allow to be cut any trees not authorized to be cut hereunder

Contractor shall pay to the Power Company, Ten ($10.00) Dollars, or double market value, whichever is greater, for each tree so cut. In the event of disagreement between the parties under this paragraph, a determination of the number of unauthorized cuttings shall be made by a check of the stumps by a representative of each of the parties and an umpire selected by the two representatives.

7. Contractor hereby covenants and agrees to indemnify Power Company from any and all claims, liability, damage or loss it may be subjected to for injury to persons or damage to property by third persons, or which it may suffer in any manner by reason of or arising out of the exercise by Contractor of any rights hereunder.

8. This agreement coveres rights of way acquired by the Power Company from Tennessee, Coal, Iron & Railroad Company for the Power Company's Shelby County Rural Line # 63-B from pole in place to pole # 3 plus 175 feet and from pole # 24 plus 95 feet to pole in place. Also for Shelby County Rural Line # 63 A Pole # 3 minus 210 feet to pole 19 minus 223 feet; pole # 22 plus 25 feet to pole 26 minus 10 feet; pole 57 plus 160 feet to pole 75 plus 105 feet; pole 76 minus 65 feet to pole 91.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed, in triplicate, on the day and year first above written.

ALABAMA POWER COMPANY

BY J.G. Hitchcock
Manager Land Department

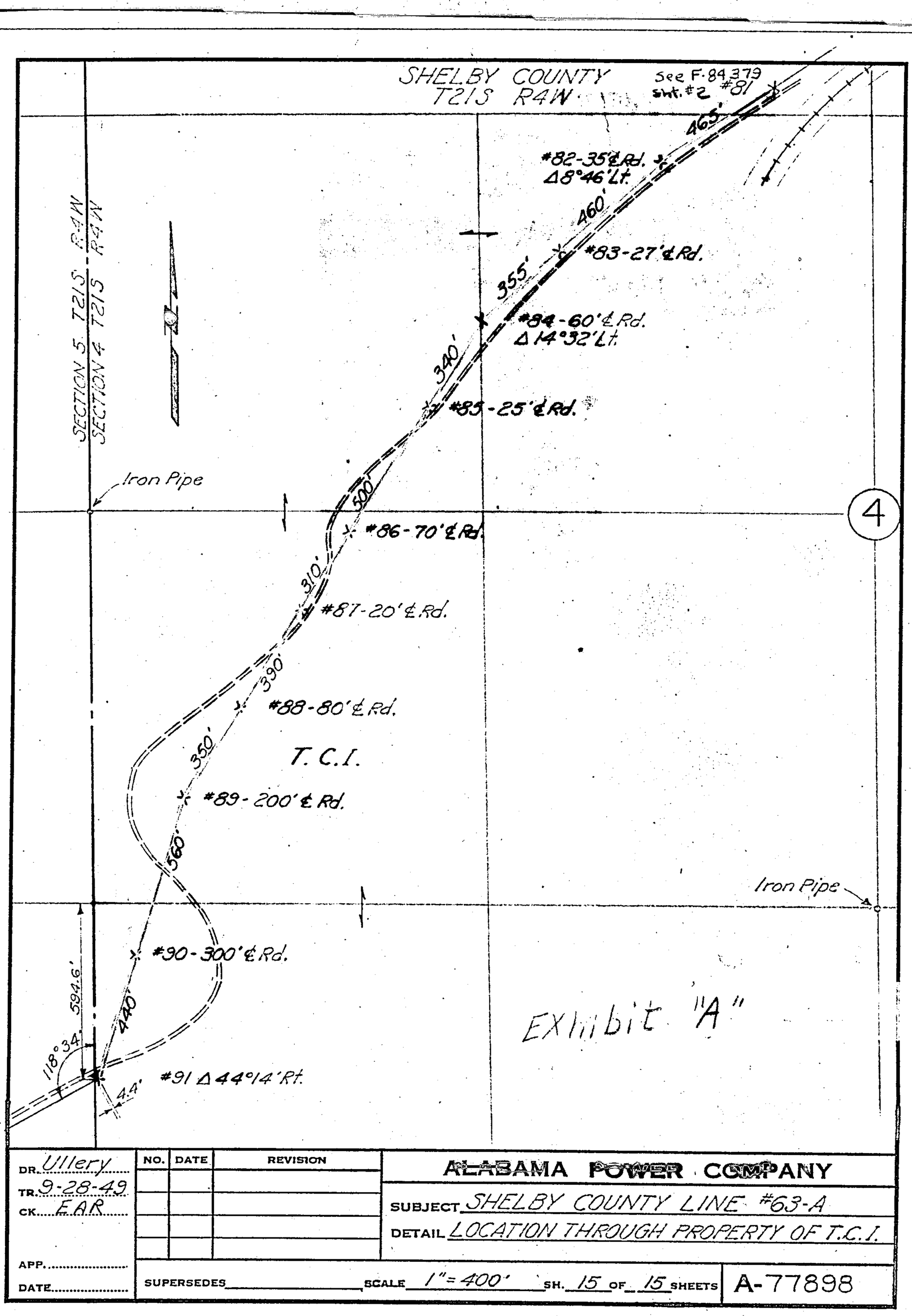
CONTRACTOR

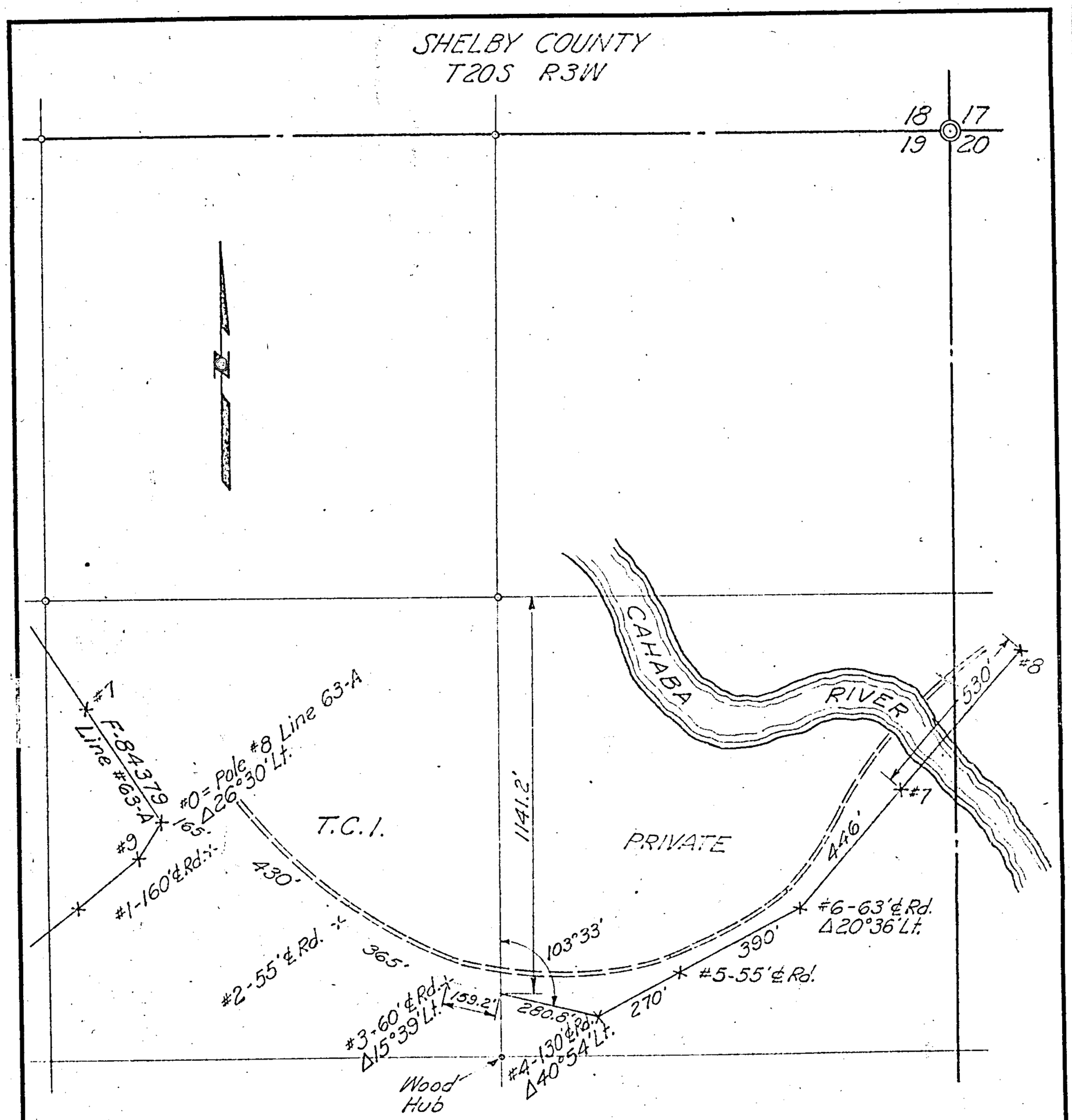
BY Nelson Davis, Sr.

Witness:

J.P. Stephenson

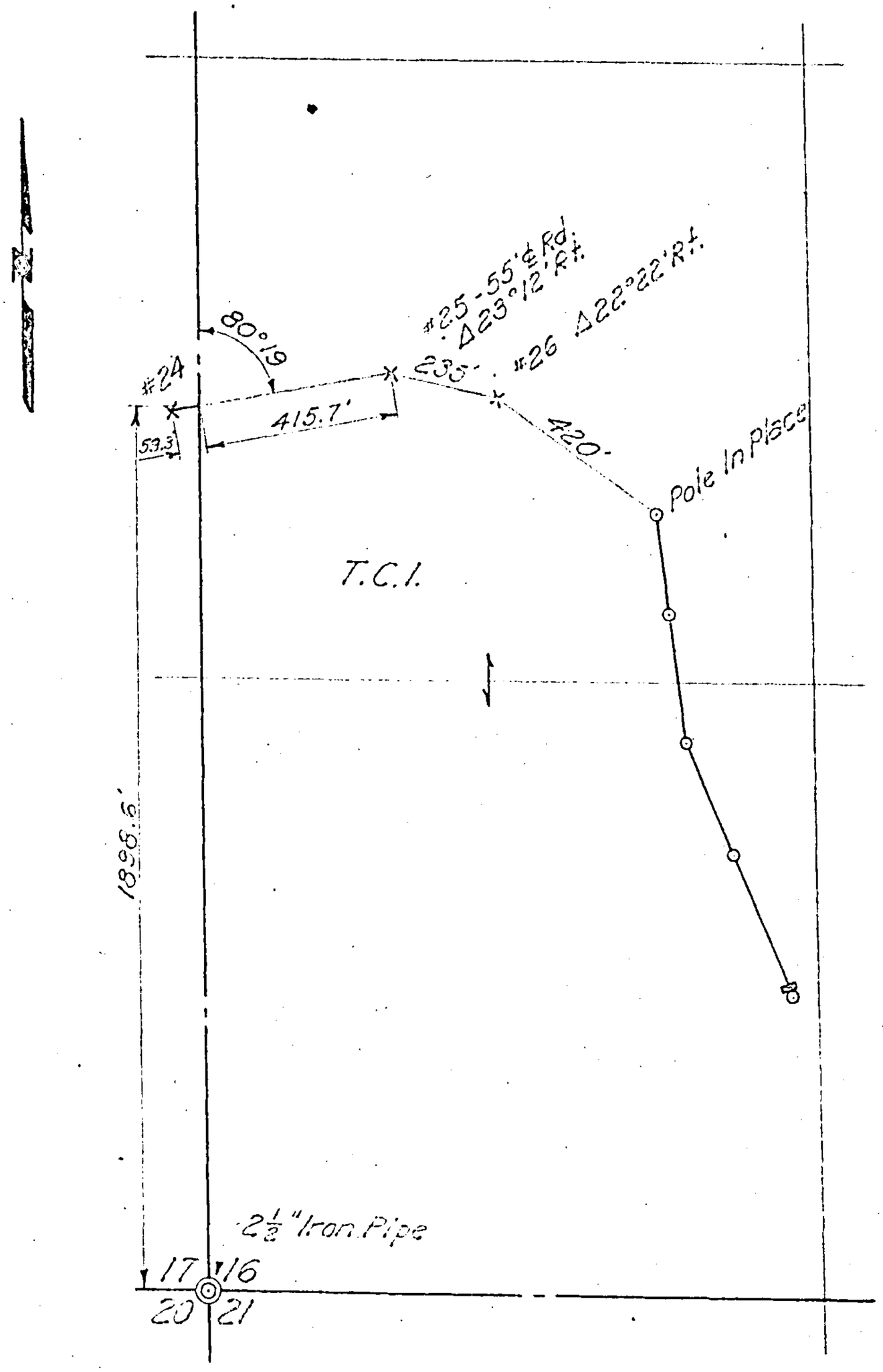
STATE OF ALABAMA
SHELBY COUNTY
I hereby certify that
$ .50 Privilege Tax
has been paid on the within instrument as required by law.
L. C. WALKER,
JUDGE OF PROBATE





DR. Ullery	NO.	DATE	REVISION	ALABAMA POWER COMPANY
TR. 9-28-49				SUBJECT SHELBY COUNTY LINE #63-B
CK. EAR				DETAIL LOCATION THROUGH PROPERTY OF T.C.I.
APP.				
DATE	SUPERSEDES		SCALE 1" = 400' SH. 6 OF 6 SHEETS	A-77468

SHELBY COUNTY
T20S R3W



DR. Ullery	NO.	DATE	REVISION
TR. 9-28-49			
CK. EAR			
APP.			
DATE			

ALABAMA POWER COMPANY

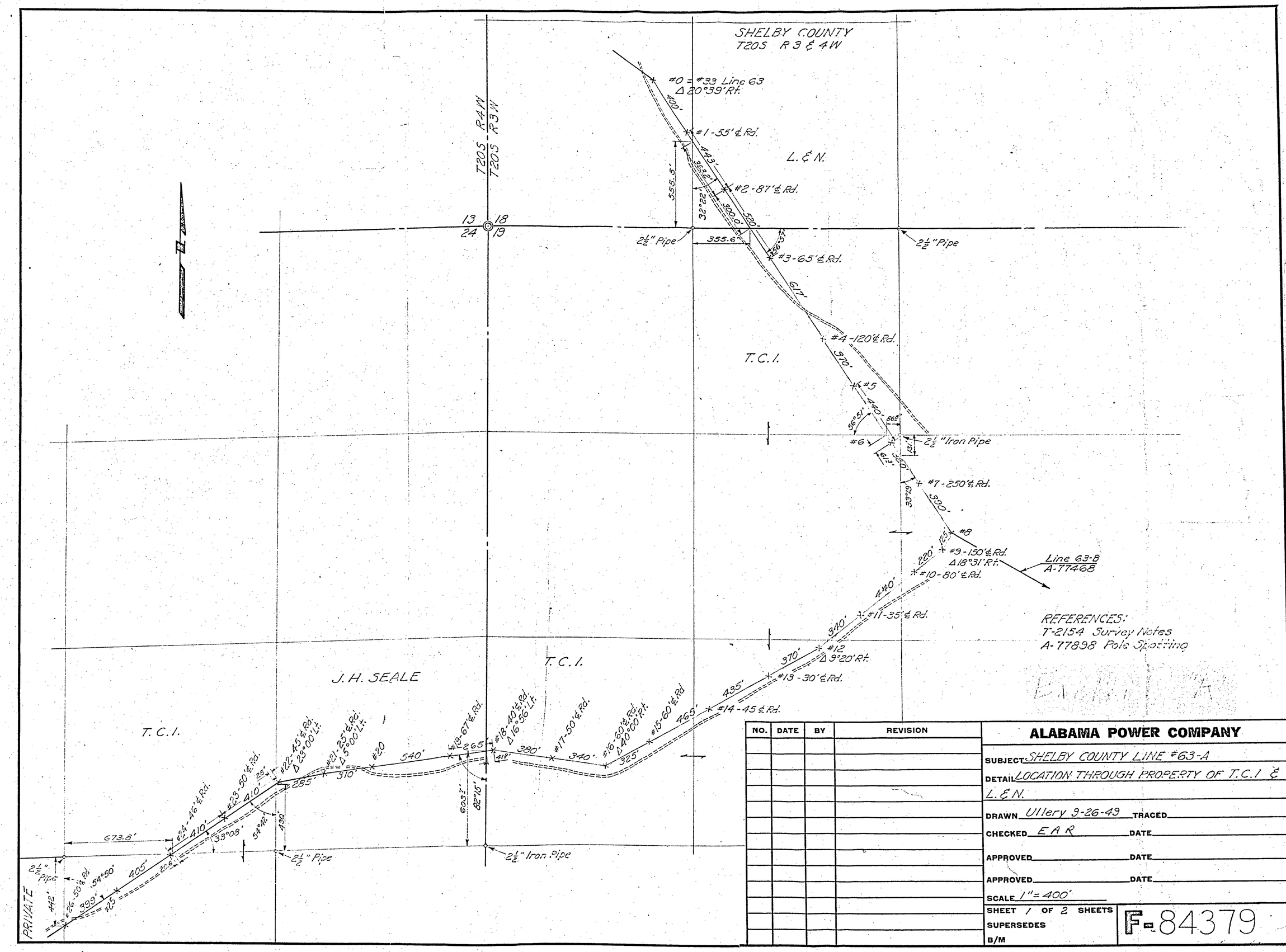
SUBJECT SHELBY COUNTY LINE #63-B

DETAIL LOCATION THROUGH PROPERTY OF T.C.I.

SUPERSEDES _____ SCALE 1" = 400' SH. 5 OF 6 SHEETS

A-77468

"ALBANENE" No. 195M K&E CO., N.Y.
REG. U.S. PAT. OFF.



NO.	DATE	BY	REVISION

ALABAMA POWER COMPANY

SUBJECT SHELBY COUNTY LINE #63-A

DETAIL LOCATION THROUGH PROPERTY OF T.C.I & L. & N.

DRAWN Ullery 9-26-49 TRACED

CHECKED E A R DATE

APPROVED DATE

APPROVED DATE

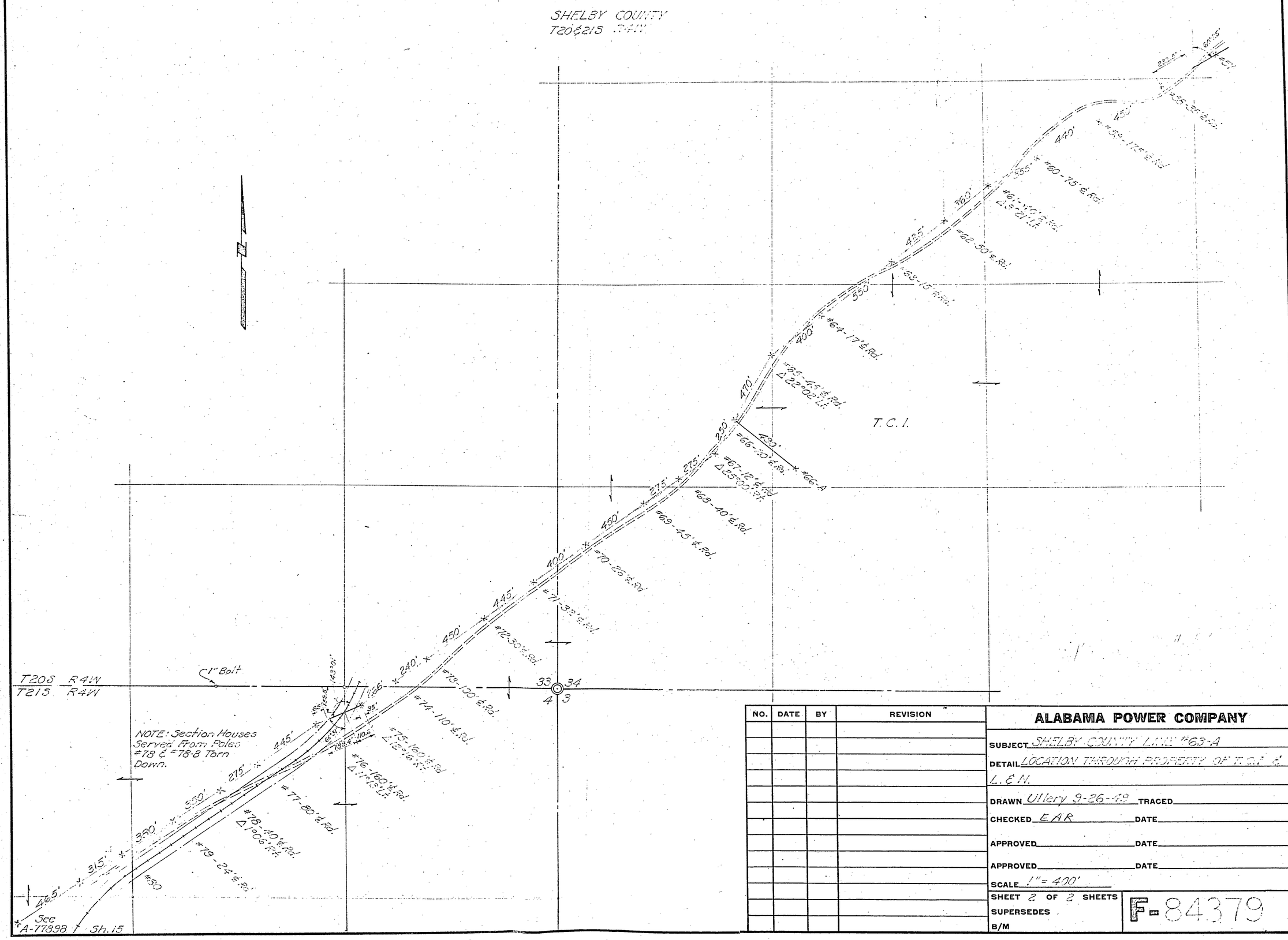
SCALE 1" = 400'

SHEET 1 OF 2 SHEETS

SUPERSEDES

B/M

F-84379



NO.	DATE	BY	REVISION

ALABAMA POWER COMPANY

SUBJECT SHELBY COUNTY LINE #63-A

DETAIL LOCATION THROUGH PROPERTY OF T.C.I. & L. & N.

DRAWN Ullery 9-26-49 TRACED

CHECKED EAR DATE

APPROVED DATE

APPROVED DATE

SCALE 1" = 400'

SHEET 2 OF 2 SHEETS

SUPERSEDES

B/M

F-84379