

#3557

120769

BOOK 146 PAGE 426

STATE OF ALABAMA       )  
                                  )  
COUNTY OF SHELBY       )

THIS INDENTURE, made this 4<sup>th</sup> day of June, 1951,  
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  
Columbiana-Shelby Highway,  
near and approximately paralleling the State Highway Project SACP 440-B  
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 im-  
proved, 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 acknowl-  
edged, and in further consideration of the covenants of the County here-  
inafter 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 Weldon-Looney-Shultz Extension electric line  
extension right of way and that part of its Caughey-Stone  
Extension electric line extension right of way which lies  
within the boundary of Alabama State Highway Project SACP 440-B,  
which parts are located in Section 36, Township 21 South, Range  
1 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

2.

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 wire and anchor permits and tree trimming rights are to be obtained on forms furnished by the Company.

(2) In the event any portion 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 lands adjoining the right of way 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 equivalent to 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 shall be 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 or will reimburse the Company for the entire cost of and expense to which it is put in acquiring such new private right 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 rights of way, together with all

4.

necessary guy wire 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 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 corporate seal to be hereto attached, and Shelby

County has caused this instrument to be executed on its behalf by the Chairman President of Shelby County Board of Revenue, L. C. Walker, ~~and L. C. Walker~~, and L. C. Walker 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

By

Vice President

Secretary

WITNESSES:

SHELBY COUNTY

L. G. Fulton  
H. H. Brainerd

Chairman  
President of Shelby County  
Board of Revenue & Control

MARTIN, TURNER,  
BLAKEY & BOULDIN  
By P. M. Martin  
By P. M. Martin  
MGR. LAND DEPT.  
APPROVED AS  
TO FORM  
APPROVED AS  
TO TERMS AND  
DESCRIPTION



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, ac-  
knowledged 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 4th day  
of June, 1951.

Mary J. Cochran  
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 L. C. Walker  
Chairman President of Board of Revenue of Control  
whose name as ~~Judge of Probate~~ 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 corpora-  
tion.

Given under my hand and official seal, this 7 day of  
June, 1951.

Cecil Duke (SEAL)  
Notary Public  
Shelby County,  
Alabama. My commission expires 6/27/51