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| STATE OF AI | ABAMA | | |
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| COUNTY OF | SHELBY | Blick 192 | A |

THIS INDENTURE, made this <u>State</u> day of <u>Chail</u>, 19<u>58</u>, between Alabama Power Company, a corporation, organized and existing under the laws of the State of Alabama, hereinafter referred to as the Company, and <u>Shelby</u> County, Alabama, a subdivision 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 Shelby County Road Project #CP-2-15-Sec. "B" approximately paralleling the Enon Church S/E to Chilton County Line

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 1t 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 B. L. Lucas Extension off Newala-Randall Extension electric line extension right of way and that part of its Shelby County Rural Line #81 electric line extension right of way which lie within the boundary of the aforesaid project and which parts are located in Sections 7 and 8, Township 24 North, Range 13 East, Shelby County, Alabama.

SHELBY COUNTY

ACT HO. 769

I hereby certify that no Deed Tax has been collected on this instrument.

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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.

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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, 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 the rights 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 new highway right of way, 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 required by the state or county 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.

The County will reimburse, or cause to be reimbursed, the Company for all cost and expense, including materials, labor, taxes, auto expenses, 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 being required by the state or county 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 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 right of way.

(4) 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 Edwin T. Hatch
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 Judge of Probate, In C. Wellow
authorized, and the corporate seal of the County to be hereto affixed, in duplicate, all on the day and year first above written.

Attest:

By Olu M Wice President

Secretary

SHELBY COUNTY

Witnesses:

Judge of Probate

And Chairman Board of Rev. and Control

| I, Mary J. Gochren acid County in said State, hereby certify thatRedrin L. Hinteh whose name as Wice President of Alabama Power Company, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged be- fore me on this day that, using informed of the contents of the conveyance, he, as such officer and with full authority, executed the same volunturily for and as the act of said corporation. Given under my hand and official seal, this the | STATE | OF ALABAMA) 300 | $193_{PAGE}8$ |
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| seld County in said State, hereby certify that Kahrin I. Hatch whose maps as Vice President of Alabama Power Company, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged be- fore me on this day that, being informed of the contents of the conveyance, be, 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 | COUNTY | OF Junious Car | |
| 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 end with full authority, executed the same voluntarily for and as the act of said corporation. Given under my hand and official seal, this the day of said corporation. Given under my hand and official seal, this the foothers and construct the foothers. STATE OF ALABAMA COUNTY OF GREINY I, Many 3, 72, 10, 10, 10, 10, 10, 10, 10, 10, 10, 10 | • | I, Mary J. Cochran | , a Notary Public in and for |
| signed to the foregoing conveyance, and who is known to me, acknowledged tefore 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 day of milder my hand and official seal, this the May of milder my hand and official seal, this the day of milder my hand and official seal, this the May of milder my hand and official seal, this the day of milder man for said County in said State, hereby certify that L. G. Valker whose name as Judge of Probated States, hereby certify that L. G. Valker county, Alabane, 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 County. Given under my hand and official seal, this day of Motary Public Motary | said C | ounty in said State, hereb | y certify that <u>Edwin I. Hatch</u> |
| fore 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 | whose | name as Vice President of | Alabama Power Company, a corporation, is |
| fore 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 | signed | to the foregoing conveyan | ce, and who is known to me, acknowledged be- |
| he, as such officer and with full authority, executed the same voluntarily for end as the act of said corporation. Given under my hand and official seal, this the | | | |
| Given under my hand and official seal, this the | | | • |
| Given under my hand and official seal, this the | | | |
| Notary Public, loffneson County: Alabama. My Commission expires 1-28-61 STATE OF ALABAMA COUNTY OF SHEIRY I, Than 2. Farming , a Notary Public in and for said County in said State, hereby certify that I. C. Walker whose name as Judge of Probated County and County. Alabama, 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 County. Given under my hand and official seal, this day of the conveyance is signed. Notary Public Shall County. Alabama. My Commission expires to record the same voluntarily had a great the same voluntarily. State of Alabama. Shelty County that me within the counted in this effect for record the same voluntarily and states the same voluntarily. State of Alabama. Shelty County that me within the counted in this effect for record the same voluntarily and states the same voluntarily. State of Alabama. Shelty County that me within the counted in the same voluntarily are greated in this effect for record the same voluntarily. A state of Alabama. Shelty County that me within the counted in the same voluntarily are counted in the same voluntarily. A state of Alabama. Shelty County that me within the counted in the same voluntarily are counted in the same voluntarily. A state of Alabama. Shelty County that me within the counted in the same voluntarily are counted in the same voluntarily and same are greated in this effect for record the same voluntarily and same are counted in the same vol | | | |
| STATE OF ALABAMA COUNTY OF CHELRY I, Man. 2. 70000000000000000000000000000000000 | | | |
| I, Man J. Flance and Country of the 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 County. Given under my hand and official seal, this 5 day of 1958. When J. Flance (SEAL) Notary Public, Shorter advance, down, also and with full surface for record the same voluntarily for and as the act of said County. Given under my hand and official seal, this 5 day of 1958. When J. Flance (SEAL) Notary Public, Shorter advance, down, also and shorter and with the within t | | • | |
| I, There I fame, a Notary Public in and for said County in said State, hereby certify that I. C. Walker whose name as Judge of Probate of Sholby county, Alabama, 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 County. Given under my hand and official seal, this 15 th day of Notary-Public Shorthy Rublic Gharles County, Alabama. My Commission expires County, Alabama. My Commission expires County, Alabama. My Commission expires County and Record of Rev. and Frequency field in this office for record the Angle Record of Rev. and County and and Coun | STATE | OF ALABAMA) | |
| I, | COUNTY | OF SHELBY | |
| whose name as Judge of Probate of Shally County, Alabama, 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 County. Given under my hand and official seal, this | | I, min. 3. | Hate at Lange facilities. Annin), a Notary Public in and for |
| 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 County. Given under my hand and official seal, this | | | |
| 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 County. Given under my hand and official seal, this | whose | name as Judge of Probate of | County, Alabama, |
| he, as such officer and with full authority, executed the same voluntarily for and as the act of said County. Given under my hand and official seal, this | ; - | | |
| Given under my hand and official seal, this | before | me on this day that, being | g informed of the contents of the conveyance, |
| Given under my hand and official seal, this | he, as | such officer and with full | authority, executed the same voluntarily |
| Notary Public Notary Public Notary Public, Shelly Alabama. My Commission expires County, Alabama. My Commission expires County Alabama. Shelly County L. C. Wellier, Sidgo of Probate hempy certify that the within the contest in this office for record the state of the county | for and | l as the act of said County | |
| Notary Public Notary Public, Sholby County, Alabama. My Commission expires Was fled in this office for record the grant of the state of Alabama. Shelby County I, L. C. Wellier, Sidge of Probate hereby certify that the within the state of the grant | • | Given under my hand and | day of day of |
| Notary Public Notary Public, Shalker County, Alabama. My Commission expires Lack Yaccommunity, Gounty Alabama. My Commission expires Was filed in this office for record the grant of | | , 19 | 58.· |
| State of Alabama, Shelby County I, L. C. Wellier, Judge of Probate hereby certify that the within | | | Notary Public Notary-Public, Sholling, County, |
| Used of Alabama, Shelby County I, L. C. Wellier, Sudge of Probate hereby certify that the within was filed in this office for record the distribution of the distribu | | | |
| _F MA I W N F F L LR F B A I IN IMPAR AT L/FARMATAI | Sinte of Alabama, Shelby Collins, L. C. Walker, Judge of Lay of L | ounty Probate herapy certify that the within 19 30 at 6 o'clock] M and the Mortgage Tax of \$ | was thed in this office for record the many and recorded in the Record Page & examined has been paid. |