

4717

STATE OF ALABAMA

FILED 11 AUGUST 1959

COUNTY OF SHELBY

THIS INDENTURE, made this 4<sup>th</sup> day of August, 1959, 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, 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 approximately paralleling the Day's Cross Roads - Union Church Road South From U. S. 280, Shelby County Road Project #125 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 McClinton-Union Church-Westover electric line extension right of way and that part of its Westover Ext. off Chelsea-Four Mile electric line extension right of way that lie within the boundary of the aforesaid project and which parts are located in Sections 29, 31 and 32, Township 19 South, Range 1 East and Section 4, Township 20 South, Range 1 East, 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, 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.

(3) 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 I. Hatch Executive 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 and Ch. Bd. of Rev. & Control of Probate, Conrad M. Fowler, 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.

ALABAMA POWER COMPANY

By Edwin I. Hatch  
Exec. Vice President

SHELBY COUNTY

By Conrad M. Fowler  
Judge of Probate and  
Ch. Bd. of Rev. & Control

Witnesses:

Cecil Duke

Mar. W. ...

Attest:

Charles P. Jackson  
Secretary

APPROVED AS TO FORM

MARTIN, VOGTLE, BALCH & BINGHAM

By

P. Eason Bold

APPROVED AS TO TERMS AND DESCRIPTION

By

[Signature]  
Asst. MGR. LAND DEPT.

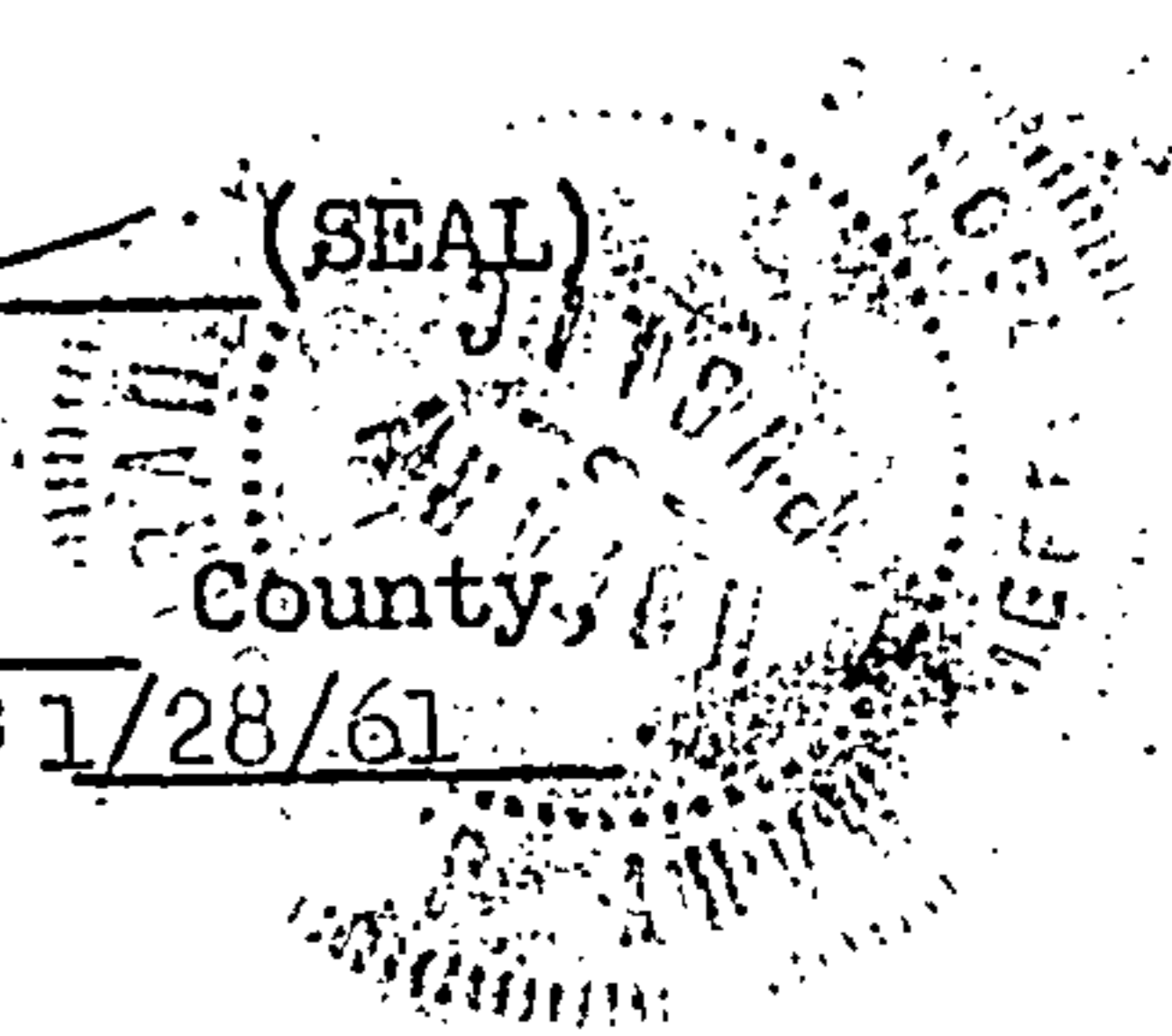
STATE OF ALABAMA }  
COUNTY OF JEFFERSON }

I, Mary J. Cochran, a Notary Public in and for said County in said State, hereby certify that Edwin I. Hatch whose name as <sup>Executive</sup> 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 4th day of August, 1959.

Mary J. Cochran (SEAL)  
Notary Public

Notary Public, Jefferson County, Alabama. My Commission expires 1/28/61



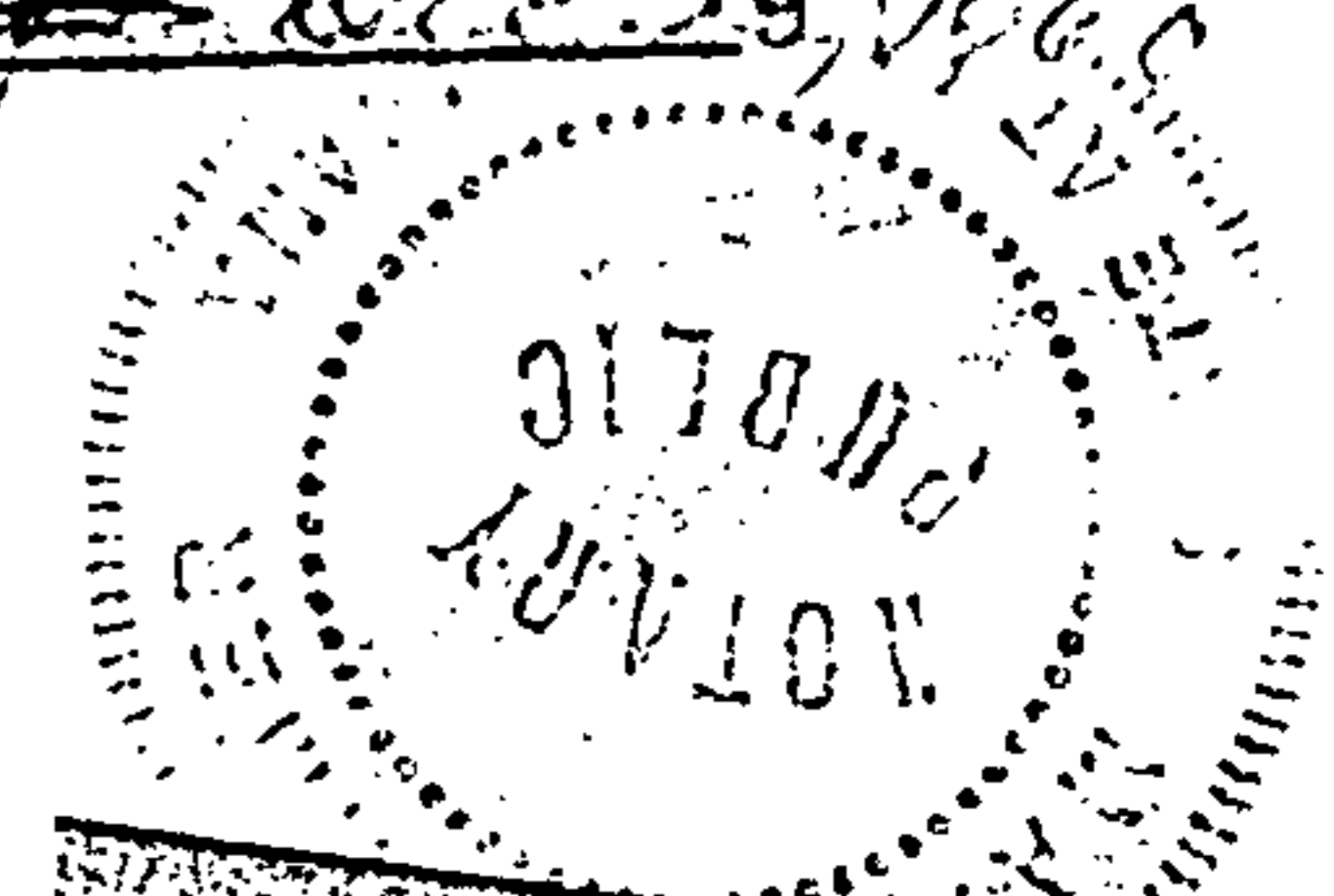
STATE OF ALABAMA }  
COUNTY OF SHELBY }

I, Mary J. Farmer, a Notary Public <sup>State at Large for Alabama</sup> in and for said County in said State, hereby certify that Conrad M. Fowler, whose name as Judge of Probate/ <sup>and Ch. Bd. of Rev. & Control</sup> of Shelby 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 11th day of August, 1959.

Mary J. Farmer (SEAL)  
Notary Public

Notary Public, Shelby County, Alabama. My Commission expires Dec. 28, 1960



STATE OF ALABAMA, SHELBY COUNTY

I, Conrad M. Fowler, Judge of Probate, hereby certify that the within Deed was filed for record the 11 day of Aug 1959 at 2 o'clock P. M. and recorded in Deed Record 203 at page 296 and the Mortgage Tax has been paid.

Conrad M. Fowler  
Judge of Probate