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STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

THIS AGREEMENT made and entered into on this the 23rd
day of March, 1966, by and between WOODWARD IRON
COMPANY, a corporation, hereinafter, for convenience, called "Woodward
Company", and ALABAMA POWER COMPANY, a corporation, hereinafter for
convenience, called "Power Company",

WITNESSETH: For and in consideration of _____
One (1⁰⁰) + no/100 Dollars ()
to it in hand paid, the receipt of which is hereby acknowledged, the
Woodward Company hereby grants to the Power Company the privilege to
construct, operate and maintain an electric distribution line on a
strip of land thirty (30) feet wide located on lands of the
Woodward Company in the southeast quarter of the northeast quarter
(SE $\frac{1}{4}$ of the NE $\frac{1}{4}$) of Section 7, Township 21 south, Range 2 west,
Shelby County, Alabama.

The location of the center line of said strip of land is
more particularly described as follows: To reach a point of beginning,
commence at the southeast corner of the southeast quarter of the north-
east quarter (SE $\frac{1}{4}$ of the NE $\frac{1}{4}$) of Section 7, Township 21 south, Range 2
west; thence run north along the east boundary line of said quarter-
quarter section a distance of 226.5 feet to a point on the east boundary
line of the grantor's property, such point being the point of beginning
of the right of way herein described; therefrom, the strip lies 15 feet
on each side of a center line and the continuations thereof which begins
at such point of beginning and turns an angle to the left of 60 degrees
15 minutes and thence runs in a northwesterly direction a distance of 50.0
feet to a point; thence such center line turns an angle to the right of 48
degrees 00 minutes and runs in a northwesterly direction a distance of 384.0
feet to a point; thence such center line turns an angle to the right of 17
degrees 38 minutes and runs in a northerly direction a distance of 708 feet,
more or less, to a point on the north boundary line of the grantor's property,
such point being the point of ending of the right of way herein described.

The final location survey is attached hereto and made a part hereof.

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The Woodward Company further grants to the Power Company such right of ingress and egress over said land as may be necessary for the construction, operation and maintenance of said distribution line upon said land.

The Woodward Company further grants to the Power Company the right to cut and trim any trees interfering with the construction, operation or maintenance of said distribution line, provided that the Power Company shall pay to the Woodward Company the market value of any timber so cut whether on or off of said right of way.

The grant of the above rights and privileges is subject to the following conditions, the compliance with which is a part of the consideration of this agreement:

1. This conveyance grants no title to the lands crossed except the right to the use thereof for the purpose set out herein.

2. Power Company in the construction, operation and maintenance, or in the removal of said transmission lines, shall in no way interfere with the operations of Woodward Company, and Woodward Company shall have the right at any time to use in its mining, quarrying, railroad or manufacturing operations the lands over which said transmission lines are located, and Woodward Company shall have the right to install, maintain and use tracks, roads, pipe lines, haulage systems and wires or cables of any description across, along, over or under said transmission lines and Woodward Company shall have the right to grant to others the right to install, maintain and use tracks, roads, pipe lines, haulage systems and wires or cables of any description across, under, over or along said transmission lines, upon condition, however, (1) that the exercise of any of said rights by Woodward Company shall cause no unreasonable interference with the transmission lines of Power Company and the rights granted to others shall be subject and subordinate to the rights herein granted Power Company; and (2) that the character of installation of the above mentioned crossings shall be according to standard practice at such time.

3. The Woodward Company shall not be held liable for any claims for damages which may accrue on account of the construction, operation or maintenance of said distribution line on the land of said Woodward Company, and the Woodward Company shall not be liable on account of damage to said distribution line or the towers, poles, supports or other appliances pertaining thereto

accruing from past or future mining or removal of coal, iron ore or other minerals contained in said land, or from failure to leave adequate support for the surface of said land; and the Power Company shall indemnify, protect and save harmless the Woodward Company from all loss, damage, cost or expense which the Woodward Company may sustain on account of the construction, operation, maintenance or removal of said distribution line or the supports and appliances therefor upon said land and on account of claims for damages by others by reason of the construction, operation, maintenance or removal of said distribution line or any appliances connected therewith.

4. In the event the Power Company violates any of the conditions of this agreement and shall fail for thirty (30) days after notice in writing from the Woodward Company to comply with such condition, the Woodward Company shall have the right to terminate this agreement, if it so elects, by giving the Power Company further notice in writing sixty (60) days prior to the date on which it elects to terminate the agreement, and at the expiration of said sixty (60) days from the date of said second notice the rights and privileges herein granted shall terminate.

5. The rights granted under this agreement shall continue so long as the conditions are complied with and so long as the purposes of this agreement are carried out, but a nonuser of said distribution line for a period of one (1) year shall constitute abandonment by the Power Company and shall automatically terminate this agreement and any rights hereunder granted to the Power Company shall cease.

6. In the event of the termination of this agreement on account of breach of condition as hereinabove provided, or in the event of its automatic termination for the causes in the next preceding paragraph, the Power Company shall, at its own expense, and within thirty (30) days after said termination, remove said distribution line from the lands of said Woodward Company, and in the event of its failure to do so within the time specified, the Woodward Company shall have the right to remove said line at the expense of the Power Company.

7. It is understood and agreed that in the event said distribution line at the location described above should at any time interfere with the mining, manufacturing, railroad or other operations of the Woodward Company,

that in such event said Woodward Company shall have the right to require the removal of said distribution line to another location, which shall be of the same width as the right of way herein described, and which shall be provided for such purpose by said Woodward Company without cost to the Power Company, provided, however, that all expenses of said removal shall be paid by the Power Company.

8. The rights herein granted are subject to existing easements, rights of way, burdens and encroachments of any and all kinds, whether or not of record.

9. This agreement shall inure to and be binding upon the successors and assigns to the parties hereto.

IN WITNESS WHEREOF, each of said corporations has caused these presents to be executed by its proper officer, attested by its Secretary, and its corporate seal hereunto affixed on the day and year first above written.

Attest:

[Signature]
Secretary

WOODWARD IRON COMPANY, a Corporation

By

W.C. Bond
President

CEM
JMH

ALABAMA POWER COMPANY, a Corporation

Attest:

B.A. Bowron
Secretary

By

Joseph M. Farber
Executive Vice President

APPROVED AS TO FORM	(MARTIN DALCH, BINGHAM, HARTHORN & WILLIAMS
Y E 7/1	e	By <i>Lance Williams</i>
APPROVED AS TO TERMS AND DESCRIPTION	(By <i>D. C. Hood</i> ASST. MGR. LAND DEPT.

STATE OF Alabama)
COUNTY OF Jefferson)

I, H Louise McEniry, a Notary Public, in and
for said County, in said State, hereby certify that W. R. Bond
President, whose name as
of Woodward Iron Company, a corporation, is signed to
the foregoing instrument, and who is known to me, acknowledged before me on
this day that, being informed of the contents of this instrument, 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 23rd day of
March, 1966.

H Louise McEniry
Notary Public
Notary Public, Jefferson County, Alabama
My commission expires Jan. 17, 1968
Bonded by Home Indemnity Co. of N. Y.

STATE OF Alabama)
COUNTY OF Jefferson)

I, Mary Cochran, a Notary Public, in and
for said County, in said State, hereby certify that
Joseph M Farley, whose name as Executive Vice President
of Alabama Power Company, a corporation, is signed to
the foregoing instrument, and who is known to me, acknowledged before me on
this day that, being informed of the contents of this instrument, 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 5th day of
April, 1966.

Mary Cochran
Notary Public
Notary Public, Jefferson County, Alabama
My Commission Expires January 6, 1969

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NE 1/4 NE 1/4

NW 1/4 NW 1/4

SHELBY COUNTY #146

Angle Iron

P# R4C

P#4

P#3
17°38' Rt

SE 1/4 NE 1/4

SW 1/4 NW 1/4

P#2
48°00' Rt

Iron Pipe

P#1-

SHELBY COUNTY
LINE #105

MONTEVALLO DISTRICT

DR. ARG 3/9/66

TR. _____

CK. _____

APP. _____

DATE _____

NO.

DATE

REVISION

1

3/21/66

CHANGED ANGLE

COL. FR. 3

ALABAMA POWER COMPANY

SUBJECT DISTRIBUTION-ALABASTER

DETAIL LAND TIE-WOODWARD IRON CO. AT
SAGINAW- D.S.O. NO. 4772- EST: WD213

SUPERSEDES _____

SCALE 1" = 400'

SH. 1

OF 1

SHEETS

A-646-94