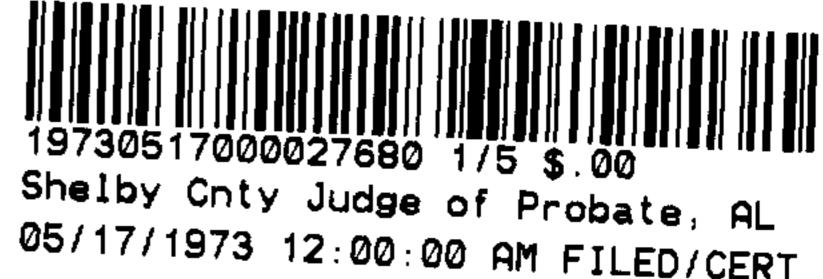
STATE OF ALABAMA)	
COUNTY OF	JEFFERSON	ERSON)	

Shelby County



COUNTY OF JEFFERSON)	51251	Shelby Cnty Judge of Probate, A 05/17/1973 12:00:00 AM FILED/CE
THIS INDENTURE, made this	18th day o	f April , 19 73,
between Alabama Power Company, a cor	poration, orga	nized and existing under
the laws of the State of Alabama, he	ereinafter refe	rred to as the Company,
and <u>Shelby</u> County, Alaban	na, a subdivisi	on of said State, here-
inafter referred to as the County:		
WITNESSETH:		
WHEREAS, the Company now	owns, maintains	and operates an electric
power line or lines located on priva	ate right of wa	ay owned by it near and
approximately paralleling the Turke	ey Farm Road -	North Calera
(APCO Est. No. WD-61)	in	Shelby
County, Alabama, the location of sa	id private rigi	ht of way being herein-
after more particularly described;	and	
WHEREAS, in order that sa	id highway may	be widened and improved,
the County desires to acquire from	the Company ce	rtain portions of its pri-
vate right of way above referred to) .	
NOW THEREFORE, in conside	eration of the	sum of One Dollar (\$1.00)
to it paid by the County, the recei	pt whereof is	hereby acknowledged, and in
6	anto of the Cou	ntv hereinafter set out.

That part of its Calera-Eubanks-Baker Dairy electric line extension right of way and that part of its Gator, Smith, Allen electric line extension right of way that lie within the boundary of the aforesaid project and which parts are located in Section 9, Township 22 South, Range 2 West, Shelby County, Alabama.

the Company does hereby remise, release, quitclaim and convey to the said

in or to the following described rights of way, to wit:

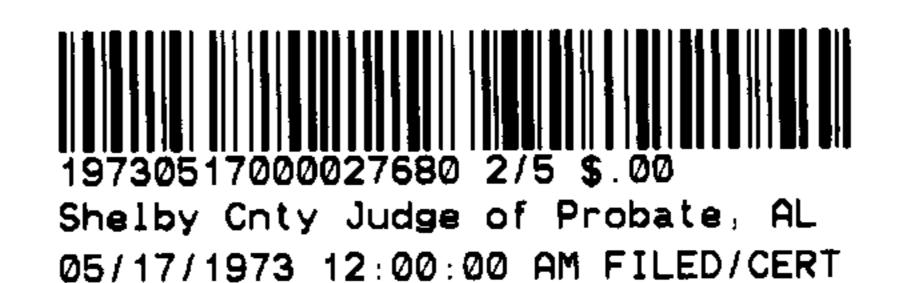
County all of its right, title, interest and claim

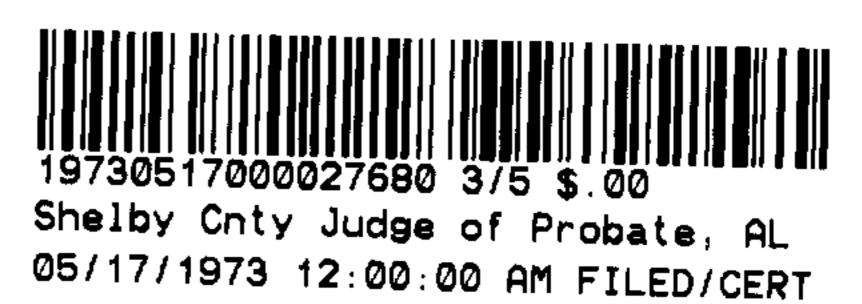
The Company retains and reserves to itself, its successors and assigns, forever, and excepts from the operation of this indenture, all parts

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 quitclaimed until it has been vested with all of the rights hereinafter provided for.

In consideration of such remise, release, quitclaim 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





- 3 -

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.

pany 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

(3) The County will reimburse, or cause to be reimbursed, the Com-

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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 Jesse S. Vogtle instrument to be executed and signed by its Encountries Vice President, and to be attested by its Secretary, or an Assistant Secretary, and its corporate seal to be hereto attached, and Suelby County has caused this instrument to be execu-County Commission Coarad 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 abaove written.

ALABAMA POWER COMPANY

Attest:

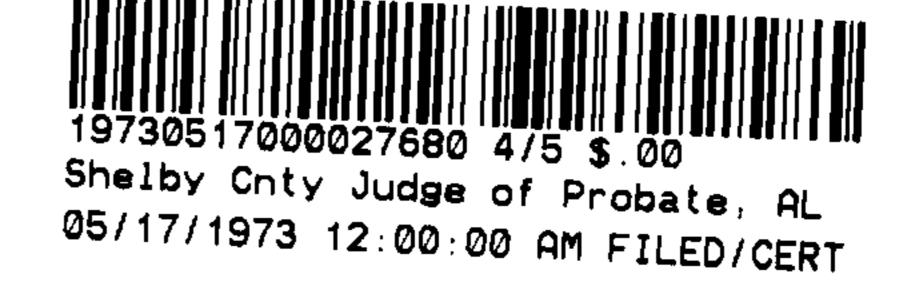
Secretary

APPRIVED AS TU TERMS AND DESCRIPTION

SHELLET COUNTY

County Commission

Witnesses:



STATE OF ALABAMA)	
COUNTY OF	19730517000027680 5/5 \$.00 Shelby Cnty Judge of Probate, AL 05/17/1973 12:00:00 AM FILED/CERT
I, Liebande	, a Notary Public in and
for said County in said State, herek	by certify that
	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 an	id as the act of said some
Given under my hand and of	$\mathcal{A}_{\mathcal{A}}$
April 10	ficial seal, this the 19 day of
	(SEAL)
	Notary Public
	Notary Public, County,
	Alabama. My Commission emires
STATE OF ATABASA	
STATE OF ALABAMA COUNTY OF Shelly	SHOWN OF PROBU
COUNTY OF Shelby	
I. MARY Miver	The transport of the second of
for said County in said State, hereby	certify that Conerd M. fowler.
Shelby	me as white control age of
	County, Alabama, is signed to the
foregoing conveyance, and who is known	
this day that, being informed of the c	
such officer and with full authorty, e	executed the same voluntarily for
ind as the act of said County.	
Given under my hand and offi	cial seal, this 14 ⁷⁹ day of
1973.	

Notary Public

Alabama. My commission expires 3-1-7.7