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IN THE PROBATE COURT FOR SHELBY COUNTY, ALABAMA

IN THE MATTER OF:

EVELYN R. SPRAITZAR,

Petitioner,

vs.

CASE NO. 25-24

A TRACT OF LAND LYING IN
SECTION 35, TOWNSHIP 19,
RANGE 1 WEST, MORE
PARTICULARLY DESCRIBED AS
TRACT 20, IN CHELSEA
ESTATES, AS RECORDED IN
MAP BOOK 5, PAGE 61, IN
THE PROBATE OFFICE OF SHELBY
COUNTY, ALABAMA; and DIANN
DANIELL JOHNSTON and ALABAMA
POWER COMPANY,

Respondents.

ORDER

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WHEREAS, on or about April 26, 1985, Evelyn R. Spraitzar petitioned the Probate Court of Shelby County for an Order of Condemnation and Acquisition of Unobstructed Right-of-Way in that certain action styled Evelyn R. Spraitzar v. A Tract of Land Lying in Section 35, Township 19, Range 1 West, More Particularly Described as Tract 20, In Chelsea Estates, As Recorded In Map Book 5, Page 61, In The Probate Office of Shelby County, Alabama; Diann Daniell Johnston and Alabama Power Company, Case No. 25-24; and

WHEREAS, in that application Evelyn R. Spraitzar

PORTERFIELD, SCHOLL, BAINBRIDGE
MIMS & HARPER, P.A.

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POST OFFICE BOX 7688-A
BIRMINGHAM, ALABAMA 35253

requested, in the alternative, that the rights of Alabama Power Company be condemned so as to allow her to remove the pole, lines, conductors and guy wires located on her right-of-way; and

WHEREAS, after full and fair discussions, the parties to this action have reached an agreement that will resolve this matter without further litigation and have advised this Court thereof;

THEREFORE, it is hereby ORDERED, ADJUDGED and DECREED as follows:

1. Evelyn R. Spraitzar, or someone acting on her behalf, will pay Alabama Power Company the sum of TWO THOUSAND FOUR HUNDRED AND SEVEN DOLLARS (\$2,407.00) as the agreed upon cost to relocate the pole, lines, conductors and guy wires of Alabama Power Company. Payment will be made before work is commenced.

2. Once payment is received, Alabama Power Company will relocate its pole, lines, conductors, and guy wires from its present location, within a reasonable time not to exceed forty-five (45) days from the date of payment, the relocation to be substantially in accordance with the attached sketch of the proposed work, WE No. 6460-14-0027-600, as marked with a wooden stake on the site by representatives of Alabama Power on September 27, 1985.

3. This agreement to relocate the pole, lines, conductors and guy wires of Alabama Power Company is

subject to and conditioned upon the execution of a corrected pole line permit by Diann Daniell Johnston. Such corrected permit accurately reflects the legal description of the property across which the easement runs, as well as the termination point of any guy wires necessary to support the relocated pole. Diann Daniell Johnston executed the aforementioned permit and a copy of it is attached hereto as Exhibit "A".

4. Alabama Power Company, will file forthwith the corrected pole line permit as executed by Diann Daniell Johnston with the Probate Office of Shelby County, Alabama, and submit copies stamped "filed" to the attorney for Evelyn R. Spraitzar.

5. It is expressly understood and agreed by Evelyn R. Spraitzar that any sketch of proposed work demonstrating possible future rights-of-way or possible future locations is not a promise, covenant or agreement by Alabama Power Company about any future routes or willingness to serve any future location. Furthermore, it is expressly recognized by Evelyn R. Spraitzar that Alabama Power Company does not promise to serve any future location or to use any particular route or right-of-way should electric service at another location be requested.

6. It is expressly recognized and agreed by Evelyn R. Spraitzar that Alabama Power Company makes no representations about the legal effect, rights and remedies of any

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parties to the pole line permit executed by Diann Daniell Johnston, or the corrected pole line permit.

7. It is expressly recognized by all parties to this matter, that nothing in this Order is intended to divest Alabama Power Company of any rights which it has in the right-of-way which it possesses which lays over, across and adjacent to the subject property here (being more particularly described in the books and records of Alabama Power Company). All rights, title and interests which Alabama Power Company had in this right-of-way are expressly reserved for it, its successors and assigns. Notwithstanding the foregoing, it is expressly recognized by all parties that the pole, lines, conductors, and guy wires are to be relocated so that Petitioner may construct a road over the Spraitzar right-of-way and so that Petitioner may use the Spraitzar right-of-way for ingress and egress to the Spraitzar property.

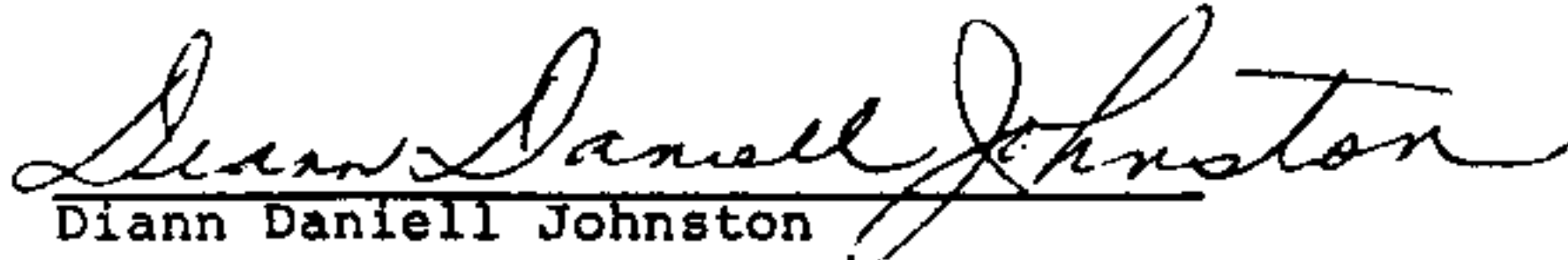
8. This Order recites the entire agreement of the parties concerning the subject matter of this litigation. This Court shall reserve jurisdiction over this case to ensure compliance with the above order for a period of ninety (90) days hereafter, and there being no objection raised by any party at that time after the expiration of ninety (90) days, this case shall be dismissed with each party to bear its own costs.

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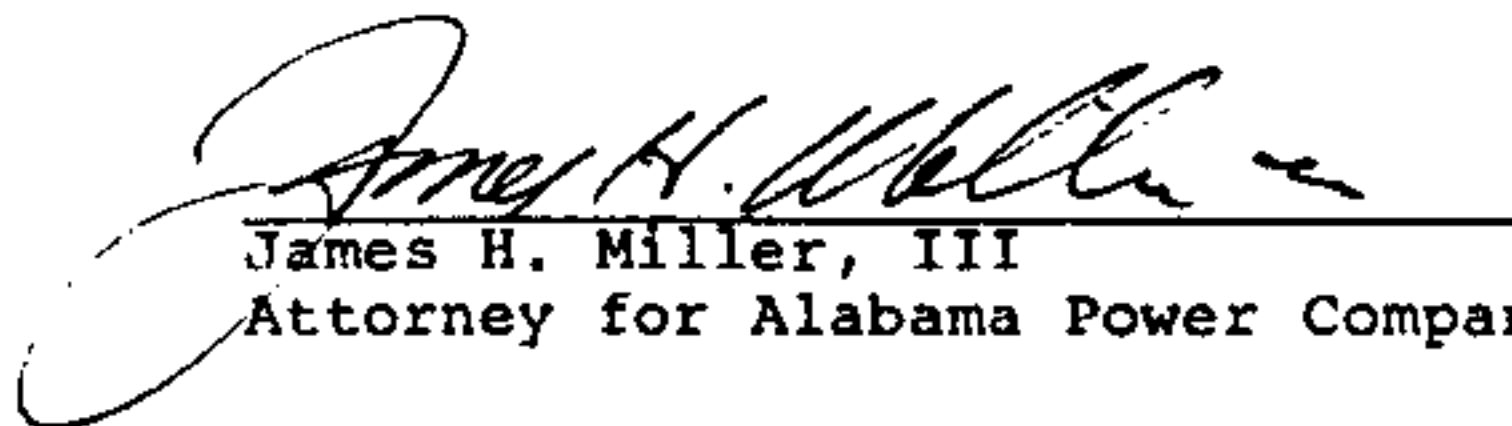
DONE and ORDERED this 17 day of April,
1987.


Thomas A. Snowden, Jr.
Probate Judge

APPROVED BY ALL PARTIES:

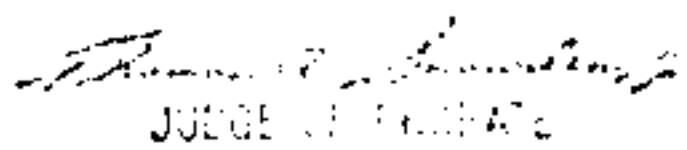

Diann Daniell Johnston


Bruce F. Rogers
Attorney for Evelyn R. Spraitzar


James H. Miller, III
Attorney for Alabama Power Company

STATE OF ALABAMA
JULY 1987
INSTRUMENT NO. 135

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JUDGE OF PROBATE

RECORDING FEES

Recording Fee	\$ 12.50
Index Fee	1.00
TOTAL	\$ 13.50

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