

NE 1/4 of NE 1/4 SW 1/4 of SE 1/4 NW 1/4 of SE 1/4
S30 T21S R2W S30 T21S R2W S19 T21S R2W
Shelby City 2400

BD-16840
719

T.L. #1-3-9

Bessemer - Calera 44KV & 115KV T.L.
TAW - 1137
Charge #00100-000-566-00100

THIS INSTRUMENT PREPARED BY
LARRY GRAVITT, CORPORATE REAL
ESTATE, ALABAMA POWER COMPANY
BIRMINGHAM, ALABAMA

STATE OF ALABAMA)
JEFFERSON COUNTY)

THIS AGREEMENT, made and entered into on this the 3rd day of MARCH
1997, by and between ALABAMA POWER COMPANY, a corporation, hereinafter called "Power
Company", and SHELBY COUNTY COMMISSION, hereinafter called "County".

WITNESSETH:

WHEREAS, the said Power Company has acquired and is the owner of an easement, which
embraces, among other rights, the right to construct, operate and maintain electric transmission lines and
communication lines, towers, poles and appliances necessary or convenient in connection therewith upon
a strip of land 100 feet in width, which is a part of a tract of land situated in Shelby County, Alabama,
such easement being more particularly described in that certain instrument executed by J. B. Adams and
wife, Chloe L. Adams, dated March 23, 1915, recorded in Deed Book 07, page 373 in the office of the
Judge of Probate, Shelby County, Alabama, and reference is hereby expressly made to such record for a
particular description of such land; and

WHEREAS, the County desires to acquire an easement for the purpose of constructing and
maintaining a road, hereinafter referred to as "facilities" of County, at the location more particularly
described and shown on Drawing A-190-1158, Sheets 1 through 3 marked Exhibit "A", attached hereto
and made a part hereof; and

WHEREAS, Power Company is willing to grant such easement to the extent of its interest upon,
under, along, through and across such transmission line easement hereinabove described upon the terms
and conditions hereinafter set out:

NOW, THEREFORE:

In consideration of the premises and the further consideration of the sum of One and No/100
Dollar (\$1.00), in hand paid to Power Company by County, receipt of which is hereby acknowledged,
Power Company to the extent of its interest does hereby grant to the County, its successors and assigns,
subject to the terms, conditions and reservations hereinafter set forth, the right to construct, operate and
maintain a road upon, under, along, through and across its right of way and underneath the electric power
transmission lines located thereon. The location of and specifications for the facilities of the County
shall be as shown on the drawing marked Exhibit "A".

County shall construct and maintain its facilities at the location hereinabove described in
accordance with the following:

(a) The said facilities of County shall be constructed, operated and maintained in accordance
with the adopted procedures of well-regulated businesses and undertakings of same or similar kind, and
in such manner as not to cause the facilities of Power Company to be in conflict with the specifications
of the National Electrical Safety Code, or any other specifications prescribed by laws of the United
States or the State of Alabama, or any regulatory body having jurisdiction with respect to such facilities.

If at any time such specifications are not being met because of the construction, maintenance
and/or presence of said County's facilities, then County shall reimburse Power Company for reasonable
expenses incurred in the modification and revision of Power Company's facilities to bring such facilities
in accordance with such specifications. In the event such sum is not so paid within sixty (60) days
thereafter, it shall bear interest until paid at the then prime rate.

(b) In the event said facilities of County interfere with the existing structures or facilities of
Alabama Power Company which are located on or under such right of way including, but not limited to
towers, poles, guy wires, conductors, crossarms, counterpoise, conductors or anchors, or in the event said
facilities of the County interfere with the construction, operation or maintenance of additional structures
or facilities to be placed on or under such right of way, County shall revise or alter said facilities in such
a manner so that it will not interfere with the construction, operation or maintenance of such existing or
additional structures or facilities.

GRANTOR'S ADDRESS
ALABAMA POWER CO.
P.O. BOX 2641
BIRMINGHAM, AL 35291
ATT: CORP. REAL ESTATE

05/16/1997-15414
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SHELBY COUNTY JUDGE OF PROBATE
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Inst # 1997-15414

(c) Power Company specifically reserves unto itself the right of ingress and egress to and from its facilities at all times. Should facilities of County so constructed hinder or interfere with Power Company's ingress and egress for the proper operation and maintenance of its facilities, then County upon receipt of notice from Power Company, shall immediately make the necessary provisions to eliminate same.

(d) County shall construct and maintain said facilities of County, both now and in the future, in a manner that will prevent any erosion or washing away of the lands of Power Company which its said facilities cross. If at any time said facilities of County are the cause of or are contributing to any erosion or washing, then County will immediately take the necessary steps to prevent same.

(e) County shall do no blasting within fifty feet (50') of any tower foundation and in the event it becomes necessary in the construction and installation of said facilities of County to use dynamite or do any blasting outside the said fifty foot (50') radius of tower foundations, County shall use blasting mats in order to protect the facilities of Power Company.

(f) County, in the construction and maintenance of the facilities of County, shall not deposit or place any spoil closer than twenty-five feet (25') of any Power Company poles, towers, structures and/or guy wires presently located on said lands, and no spoil shall be placed at any location that will reduce the present conductor clearances underneath Power Company's facilities.

(g) Upon completion of the construction of the facilities of County, County shall at its expense remove or cause to be removed all equipment used and all debris and refuse resulting from the construction of the facilities of County and shall leave the premises in a condition satisfactory to Power Company.

(h) County agrees to reimburse Power Company for damage to any of Power Company's facilities resulting from the construction, operation, maintenance, repair and/or removal of facilities of County.

(i) County will at all times hereafter indemnify, protect, defend and hold Power Company harmless from any and all claims, loss, damage, expense and liability which Power Company may incur, suffer, sustain or be subjected to resulting from or arising out of the negligent use by County of the rights herein granted. "Negligent use" as the term is used herein shall include any violation of the foregoing or the following provisions:

(1) County shall use extreme caution in operating machinery and equipment across said lands and shall at all times maintain at least a clearance between the machinery and the overhead conductors, as will meet the following standards:

(i) for lines rated 50 kV or below, minimum clearance between the lines and part of the equipment or load shall be ten feet (10').

(ii) for lines rated 50 kV, minimum clearance between the lines and any part of the equipment or load shall be ten feet (10') plus 0.4 inch for each 1 kV over 50 kV, or twice the length of the line insulator, but never less than ten feet (10').

(2) County shall also maintain a horizontal clearance adequate in distance for all purposes to protect Power Company's facilities between the machinery and any of Power Company's poles, towers, structures, counterpoise facilities and/or guy wires placed on such lands in the future.

(3) There shall be no physical contact with Power Company's support structures or the lessening of support therefor, or damage to any of Power Company's support structures, guys or counterpoise facilities therefor.

(4) Blasting on the right of way shall be conducted only in a completely safe manner so as to prevent all injury whatsoever to any person or property.

Any breach by County of said standards of care agreed to in writing and as set out above shall be considered negligence per se on the part of County.

County shall notify the Power Company at 226-1087 at least three days prior to commencing the work at this location in order that a representative of the Power Company may be present.

Provided, further, for any construction, installation or other use of the rights herein granted to be performed for County by an individual or entity other than County (including County's contractors, agents or assigns), County shall obtain acceptable liability insurance protection, for Power Company as a named insured on a policy conforming to Exhibit "B" attached hereto.

Herein the term "County" shall include the named city in this document and its employees.

This agreement shall be binding upon the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

SHELBY COUNTY COMMISSION

ALABAMA POWER COMPANY

By: [Signature]
Its C. M. [Signature]
3/4/97

By: [Signature]
Sara R. Parks, Supervisor
Corporate Real Estate
Birmingham Division

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Larry D. Dearth, a Notary Public, State at Large, in and for said County and in said State, hereby certify that Sara R. Parks, Supervisor, Corporate Real Estate, Birmingham Division of Alabama Power Company, a corporation, is signed to the foregoing instrument, who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 11th day of March, 1997.

[Signature]
Notary Public - State at Large

My commission expires: 2-3-98

STATE OF ALABAMA)

SHELBY COUNTY)

I, Melinda L. Walton, a Notary Public, State at Large, in and for said County and in said State, hereby certify that Alex Dudschock as County Manager of the Shelby County Commission, a corporation, is signed to the foregoing instrument, who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he with full authority, executed the same voluntarily for and as the act of said County.

Given under my hand and official seal, this the 4th day of March, 1997.

[Signature]
Notary Public - State at Large

My commission expires: 10-26-2000

A - 190-1158

NOTE:

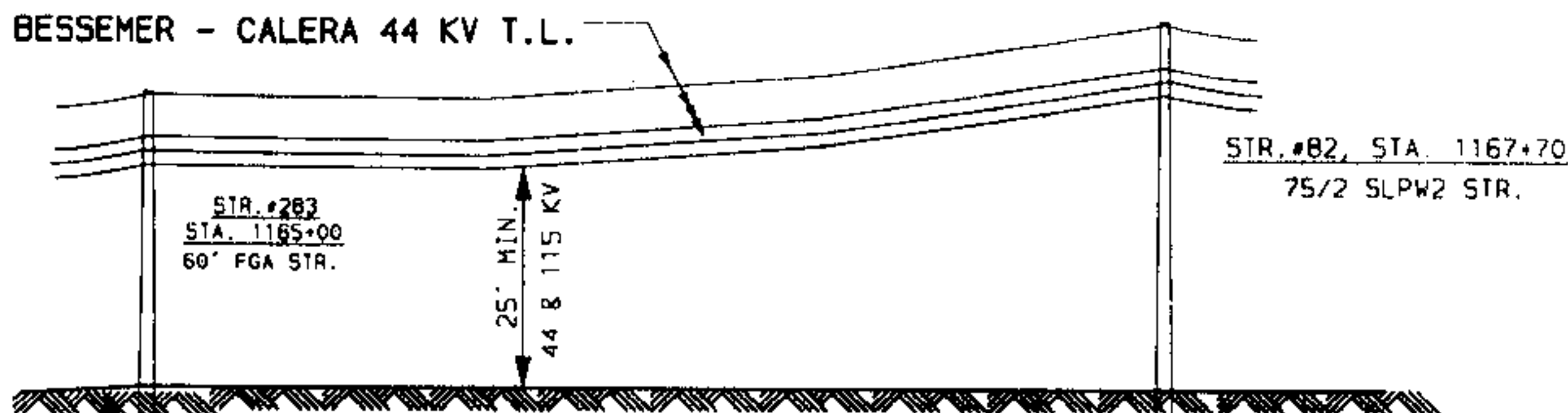
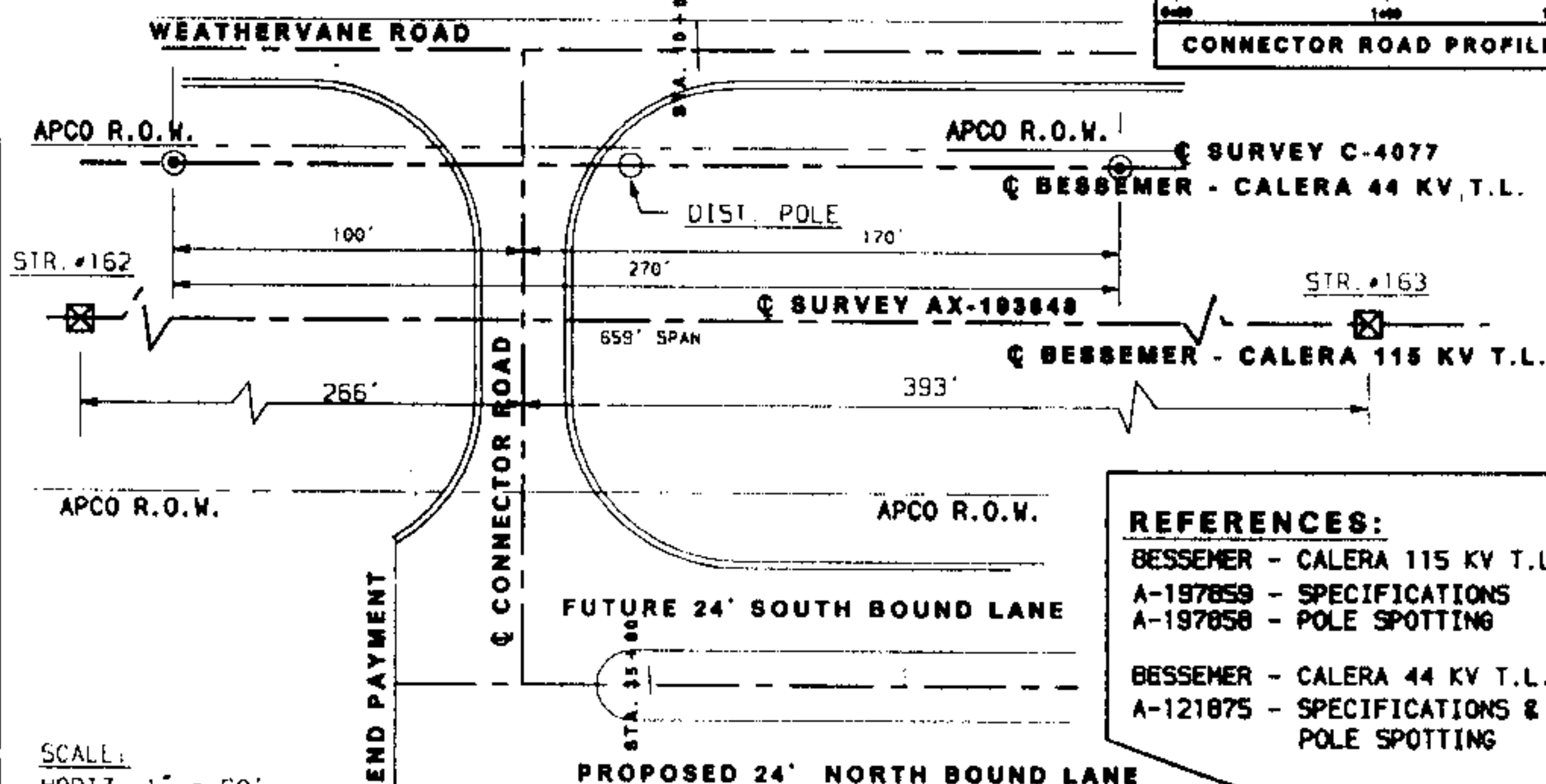
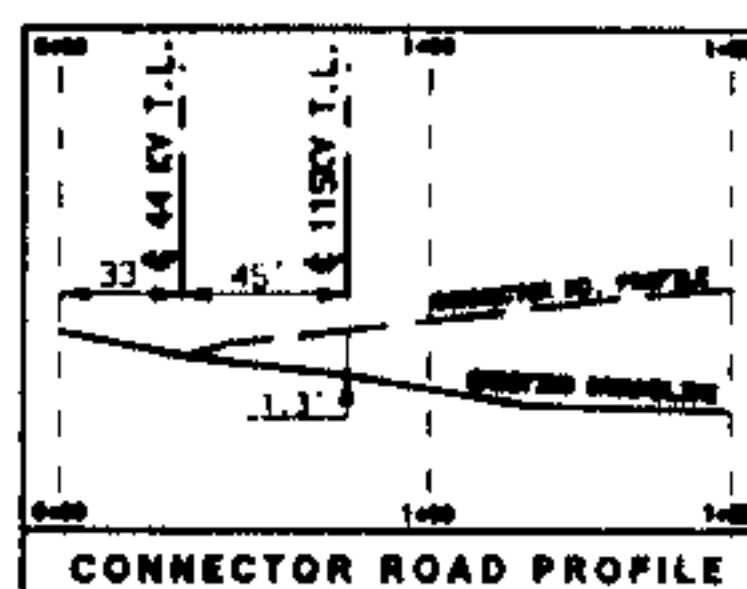
BESSEMER - CALERA 115 KV T.L.
PROFILE NOT SHOWN, APPROX. 35'
CLEARANCE.

SHELBY COUNTY

T-21-S, R-2-W
NE 1/4 OF NE 1/4 OF SEC. 30

PARCEL #349 & 349-A

BESSEMER - CALERA 44 KV T.L.

**SHELBY CO. AIRPORT****REFERENCES:**

BESSEMER - CALERA 115 KV T.L.
A-197859 - SPECIFICATIONS
A-197858 - POLE SPOTTING

BESSEMER - CALERA 44 KV T.L.
A-121875 - SPECIFICATIONS &
POLE SPOTTING

SCALE:

HORIZ. 1" = 60'
VERT. 1" = 40'

PLAN VIEW

Exhibit "A"

LOCATION # 1

DR. J. GILL	NO.	DATE	REVISION	ALABAMA POWER COMPANY
DA 1-97				SUBJECT BESSEMER - CALERA 44 & 115 KV T.L.
CK. GILL				DETAIL PROPOSED RIGHT-OF-WAY ENCROACHMENTS
				DUE TO THE SHELBY INDUSTRIAL PARK
APP. GILL				
DATE 1-97	SUPERSEDES	SCALE AS SHOWN	SH. 1 OF 3 SHEETS	A-190-1158

A-190-1158-01 P/L TYPE 28

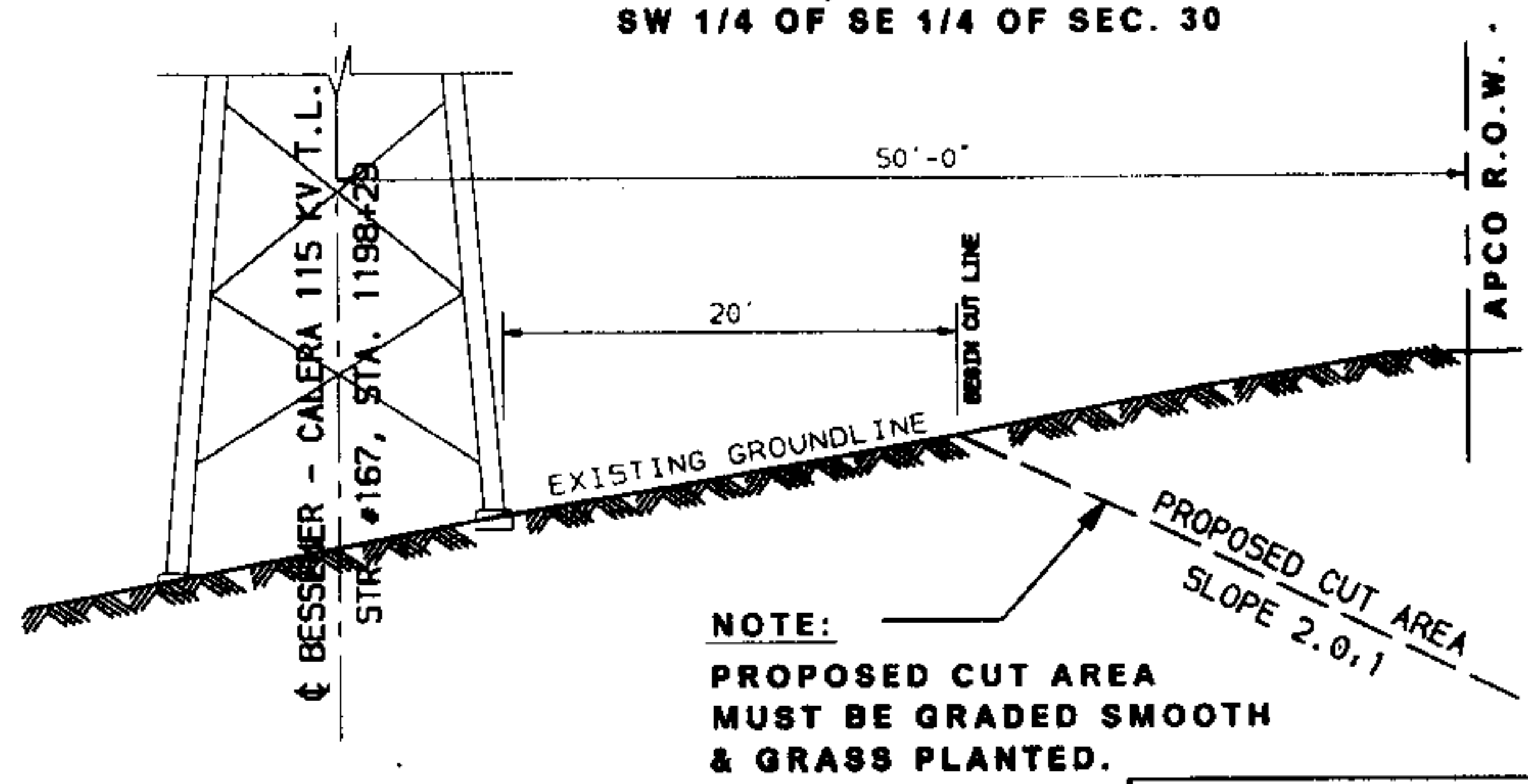
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COMPUTER PREPARED DRAWING. MAKE
NO MANUAL CHANGES. RETURN TO
POWER DELIVERY TRANSMISSION

CAD
CV
MEDUSA
REV. 12/3

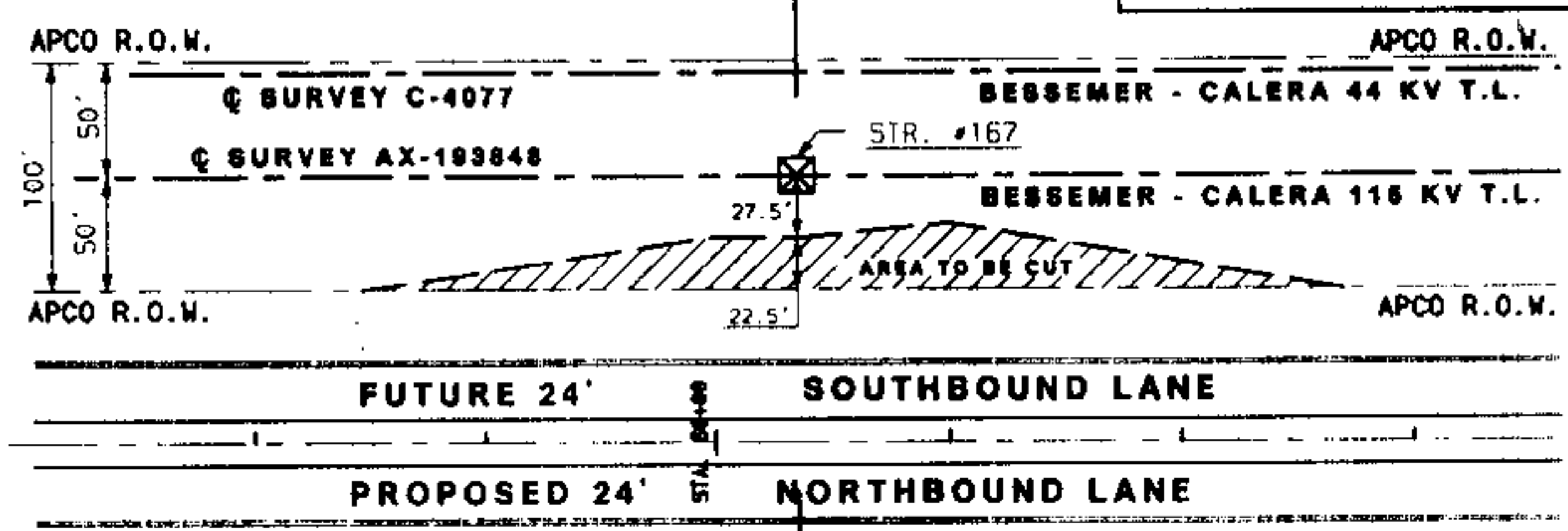
A - 190-1158

SHELBY COUNTY
T-21-S, R-2-W
SW 1/4 OF SE 1/4 OF SEC. 30



ELEVATION A - A

- REFERENCES:**
- BESSEMER - CALERA 115 KV T.L.
A-197859 - SPECIFICATIONS
A-197858 - POLE SPOTTING
 - BESSEMER - CALERA 44 KV T.L.
A-121875 - SPECIFICATIONS & POLE SPOTTING



PARCEL #349 & 349-A

SCALE: 1" = 100'

PLAIN VIEW

LOCATION # 2

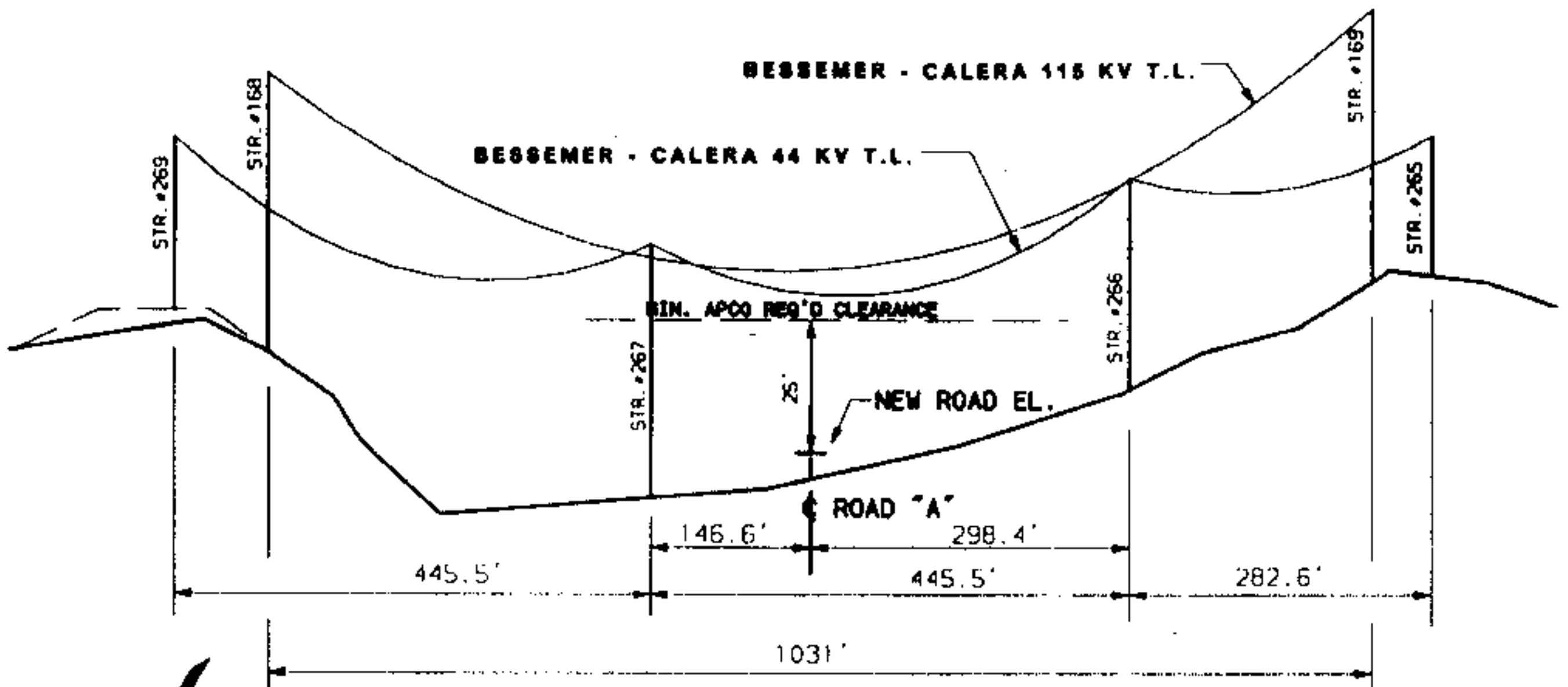
COMPUTER PREPARED DRAWING. MAKE NO MANUAL CHANGES. RETURN TO POWER DELIVERY TRANSMISSION



DR. J. GILL	NO.	DATE	REVISION	ALABAMA POWER COMPANY
DA 1-97				SUBJECT BESSEMER - CALERA 44 & 115 KV T.L.
CK GILL				DETAIL PROPOSED RIGHT-OF-WAY ENCROACHMENTS
APP GILL				DUE TO THE SHELBY INDUSTRIAL PARK
DATE 1-97	SUPERSEDES	SCALE AS SHOWN	SH. 2 OF 3 SHEETS	A - 190-1158

A - 190-1158

SHELBY COUNTY
T-21-S, R-2-W
NW 1/4 OF SE 1/4 OF SEC. 19



ELEVATION

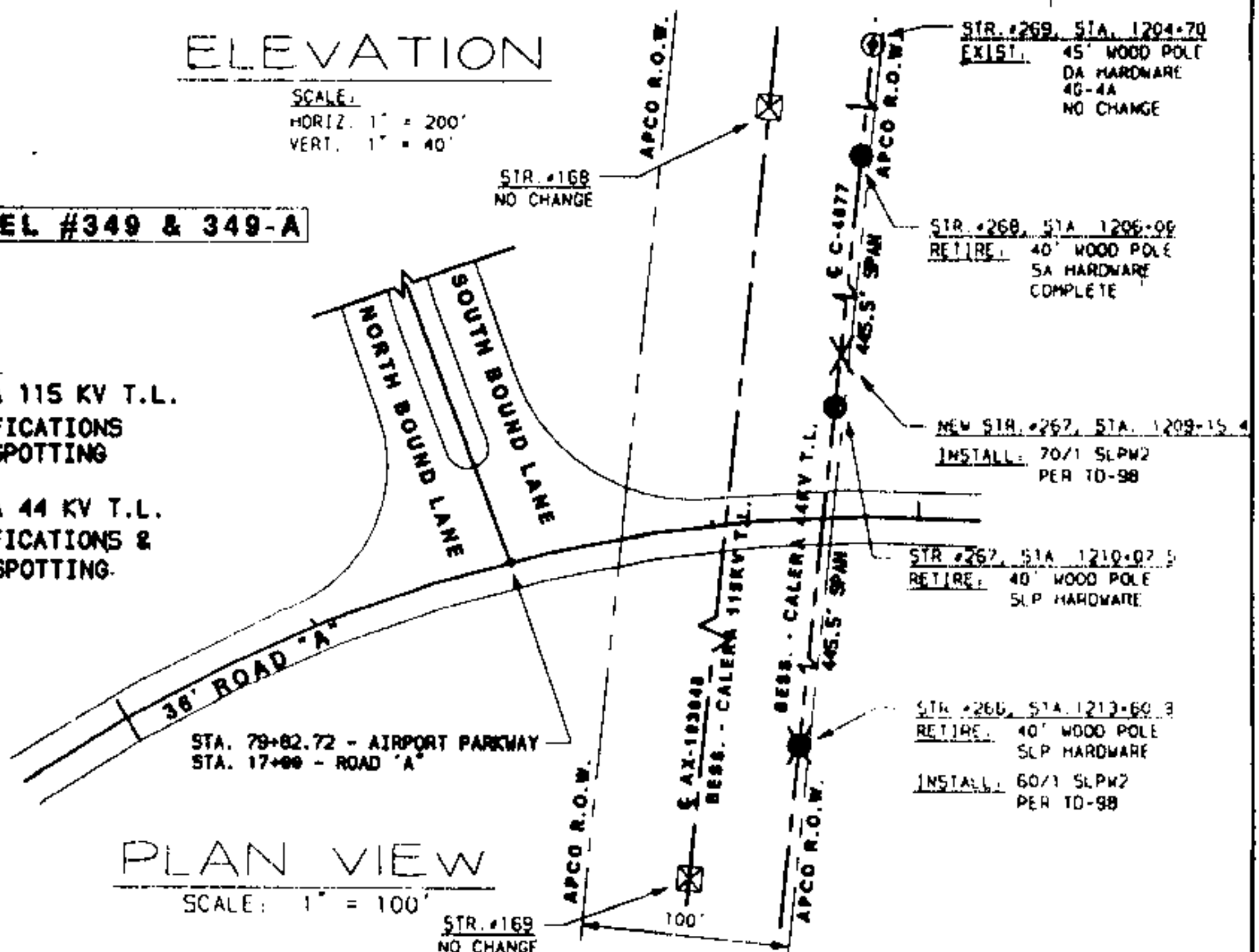
SCALE:
 HORIZ. 1" = 200'
 VERT. 1" = 40'

PARCEL #349 & 349-A

REFERENCES:

BESSEMER - CALERA 115 KV T.L.
 A-197859 - SPECIFICATIONS
 A-197858 - POLE SPOTTING

BESSEMER - CALERA 44 KV T.L.
 A-121875 - SPECIFICATIONS &
 POLE SPOTTING



PLAN VIEW

SCALE: 1" = 100'

LOCATION # 3

DR. J. GILL	NO.	DATE	REVISION	ALABAMA POWER COMPANY				
DA 1-97				SUBJECT BESSEMER - CALERA 44 & 115 KV T.L.				
CK GILL				DETAIL PROPOSED RIGHT-OF-WAY ENCROACHMENTS				
APP GILL				DUE TO THE SHELBY INDUSTRIAL PARK				
DATE 1-97	SUPERSEDES			SCALE AS SHOWN			SH. 3 OF 3 SHEETS	
							A - 190-1158	

A-190-1158-03 P/L TYPE

EXHIBIT "B"

Shelby County, Alabama, has entered into a contract with Alabama Power Company relating to this exhibit. Alabama Power Company requires the following certificates of insurance, in addition to the County's certificates.

If any work contemplated under this document is to be performed by outside contractors of County, or subcontractors thereof, County shall present to Power Company, prior to any entity entering onto Power Company's property and right of way, acceptable policies or certificates of insurance which afford to Power Company the following insurance protection:

- (1) Worker's Compensation - The liability of the County's Contractor and their subcontractors of any tier for claims for injury to employees engaged in this work and for death resulting therefrom under any applicable State or Federal Worker's Compensation Act. In addition, such coverage shall include Employer's Liability with a limit of at least \$300,000.00 per person. Such insurance shall be endorsed to waive any right of subrogation for such claims against Alabama Power Company, the Southern Company and their subsidiaries.
- (2) Comprehensive General Liability - The legal liability of County, its Contractor and its/his subcontractors for claims or damages:
 - (a) For personal or bodily injuries, including death, arising out of work to be performed under this contract in an amount not less than:

\$1,000,000.00 for any one person per occurrence.

\$1,000,000.00 for any one occurrence.
 - (b) For damage to property belonging to other than such Contractor or his subcontractors in an amount of not less than:

\$500,000.00 for any one accident and subject to an aggregate amount not less than \$500,000.00.

The insurance policy providing the above coverage shall be endorsed substantially as follows:

During the effective period of the policy mentioned herein, it is agreed that this insurance specifically covers all liability assumed by the insured under the provisions of a contract entered into by Shelby County, Alabama, and Alabama Power Company dated 3rd day of March, 1997, and further, it is specifically agreed that Alabama Power Company is a named insured under the terms of this policy of insurance and covered by all of its terms and provisions.

- (3) Automobile Liability - For personal or bodily injuries, including death, and/or for damages to property belonging to other than Contractor or his subcontractors caused by automotive equipment of or used by Contractor or his subcontractors in an amount not less than \$500,000.00 per personal injury or death of any one person per occurrence.

\$1,000,000.00 for personal injury or death of any one occurrence.

\$250,000.00 for property damage for any one accident.

Prior to beginning any work under the contract to which this is attached, Alabama Power Company shall be furnished by the Contractor with a certificate of the above insurance showing that the premium therefor has been paid. Alabama Power Company shall be furnished a ten (10) day cancellation notice of this insurance coverage.

Inst # 1997-15414

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SHELBY COUNTY JUDGE OF PROBATE
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