

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

1567

THIS AGREEMENT, entered into this the 18th day of NOVEMBER, 1974, by and between Alabama Power Company, a corporation, hereinafter sometimes called "Power Company", and American Forest Products Corporation, sometimes called the "Forest Products Corporation".

WITNESSETH:

WHEREAS, Alabama Power Company is the owner of an electric transmission line easement fifty feet (50') in width upon, over and across certain lands located in the northwest quarter of the southeast quarter (NW $\frac{1}{4}$ of SE $\frac{1}{4}$) of Section 14, Township 20 south, Range 3 west, Shelby County, Alabama; and

WHEREAS, the Forest Products Corporation desires to construct or cause to be constructed, to operate, and to maintain a railroad spur track and the necessary appliances used in connection therewith across the Power Company's transmission line easement at the location shown in red on drawing of the Power Company numbered A-W.D. 311, attached hereto, labelled Exhibit "A", and made a part hereof; the portion of said track and appliances located on the Power Company's easement to be owned by the Forest Products Corporation.

NOW, THEREFORE, Power Company, for and in consideration of the sum of One and No/100 Dollars (\$1.00) to it in hand paid by Forest Products Corporation, receipt and sufficiency of which is hereby acknowledged, does hereby grant, subject to COVENANTS, TERMS AND CONDITIONS, hereinafter set out, and only to the extent of its right, title and interest, to the Forest Products Corporation, its successors and assigns, the right to construct, operate and maintain railroad tracks, together with the necessary appliances, and to operate engines, cars, and equipment on such tracks over and across said transmission line easement, fifty feet (50') in width, which comprises a part of said property of the Forest Products Corporation, the center line of said tracks being delineated by a line colored in red on said Exhibit "A".

COVENANTS, TERMS AND CONDITIONS

1. The railroad tracks and appliances of the Forest Products Corporation shall be constructed and maintained and the engines, cars, and equipment shall be operated thereon in a safe condition.



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2. The Power Company does hereby expressly reserve to itself full and free use of its transmission line easement at the location of such railroad track crossing, including the right of passage over, along and across such crossing by the trucks, patrolmen and other employees, licensees or invitees of the Power Company, and also reserves the right to construct as it sees fit across the location of such railroad tracks, such roads, lines, wires, appliances, and structures as may be desired by the Power Company. In the event new construction by Alabama Power Company interferes with the use of said tracks by the Forest Products Corporation for the purposes herein granted, Forest Products Corporation shall pay to the Power Company the cost of relocating or rebuilding such facilities so that such facilities no longer interferes with the use of such tracks.

3. The said railroad spur track and necessary appliances in connection therewith shall be constructed, operated and maintained in accordance with the adopted procedure of well-regulated business and undertakings of the same or similar kind, and in such manner as not to cause the present or future electric facilities of the Power Company erected thereover to be in conflict with the specifications of the National Electrical Safety Code, the amendments to and revisions thereof in effect from time to time or any other specifications now or hereafter prescribed by laws of the United States or of the State of Alabama, or any regulatory body having jurisdiction with respect to such facilities. At any time such specifications are not being met because of the construction, operation and maintenance of said railroad spur track, then the Forest Products Corporation shall within thirty (30) days after notice that such specifications are not being met, construct, operate and maintain its spur track in accordance with such specifications, or pay to Alabama Power Company the cost of rebuilding its electrical facilities so that such specifications are being met. In the event it may now be or hereafter become necessary to reconstruct the power lines of the Power Company, to add new Power Company electrical facilities, or to make any changes therein, in order to comply with any of the aforementioned specifications, such necessary reconstruction or change shall be made at the full expense of the Forest Products Corporation and any additional right of way shall be furnished by Forest Products Corporation, if the situation of its railroad spur track is the underlying cause



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for the necessary reconstruction or change to meet such specifications, and the Forest Products Corporation will promptly reimburse the Power Company for any expenses incurred in connection therewith.

4. The Forest Products Corporation hereby releases the Power Company and its officers, agents and employees and shall hold it and them harmless from, and shall indemnify it and them against, all claims, demands, and causes of action of the Forest Products Corporation, its officers, agents, or employees, or any railroad, operator thereover or owner of any payload of such railroad, regardless of ownership for injury to person, including death, or damages to or loss of property occurring while on the Power Company's easement described herein; and the Forest Products Corporation does also release the Power Company, its officers, agents and employees, and shall hold it and them harmless from, and shall indemnify it and them against, all claims, demands, and causes of action of all persons, including employees of the Power Company, for injury to person, including death, or damage to or loss of property, and expense of litigation, including attorney's fees in defending against such claims, demands, or causes of action caused by, or attributable in whole or in part to the negligence of the Forest Products Corporation. The Power Company shall duly notify the Forest Products Corporation of the filing of any claims, demands, or causes of action against the Power Company of the types from and against which the Forest Products Corporation has herein undertaken to release, hold harmless, and indemnify the Power Company. The Power Company shall give the Forest Products Corporation the opportunity to assume the defense of any such claims, demands, or causes of action, and if the Forest Products Corporation shall fail to assume such defense, Forest Products Corporation shall not thereafter question the reasonableness of any sum or sums which the Power Company may pay in settlement thereof.

5. If the construction, operation or maintenance by Forest Products Corporation herein authorized shall interfere with the access, ingress or egress of the Power Company to any portion of its easement, the Forest Products Corporation shall provide and pay for a grade level crossing reasonably satisfactory to the Power Company over the tracks and appliances of the Forest Products Corporation at such point on the easement of the Power Company as Power Company may designate for such crossing, with the Forest Products Corporation assuming such damages as may occur to adjacent property as a proximate consequence of the construction and use of such grade crossing.

6. In the event the Forest Products Corporation shall fail to perform any covenant or fulfill any term or condition hereof after 30 days written notice to Forest Products Corporation of such default, the Power Company may perform such covenant or fulfill such term or condition in such manner as in the judgment of the Power Company may be proper, and the Forest Products Corporation agrees to reimburse the Power Company for all cost and expenses incurred by the Power Company in performing such covenant or fulfilling such term or condition.

7. This agreement is executed in duplicate, and each copy thereof shall be deemed and treated to be an original for all purposes without accounting for the other copies

8. This agreement shall apply to the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in duplicate in their names, by their proper officers and their respective seals hereto attached, on the day and date hereinabove written.

ALABAMA POWER COMPANY

ATTEST:

B. A. Bowron
Secretary

By

J. W. Wright
Vice President

APPROVED AS TO FORM { BALCH, BINGHAM, BAYER,
HAWTHORNE & WILLIAMS
By Harold Williams
APPROVED AS TO TERMS AND DESCRIPTION { By P. C. Hood
ASST. MGR. LAND DEPT.

AMERICAN FOREST PRODUCTS CORPORATION

ATTEST:

H. J. Joseph
Its Assistant Secretary

By

E. L. Jones
Its Executive Vice President

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STATE OF ALABAMA)
JEFFERSON COUNTY)

I, JACK B. KINZER, a Notary Public in and for said County in said State, hereby certify that Jesse S. Vogtle, whose name as 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 the 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 18th day of NOVEMBER, 1974.

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JACK B. KINZER
Notary Public STATE OF ALABAMA

STATE OF CALIFORNIA)
COUNTY OF SAN FRANCISCO)

I, ARTHUR L. WHITE, a Notary Public in and for said county in said State, hereby certify that J. L. Ford whose name as Executive Vice President of American Forest Products 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 the 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 2nd day of December, 1974.

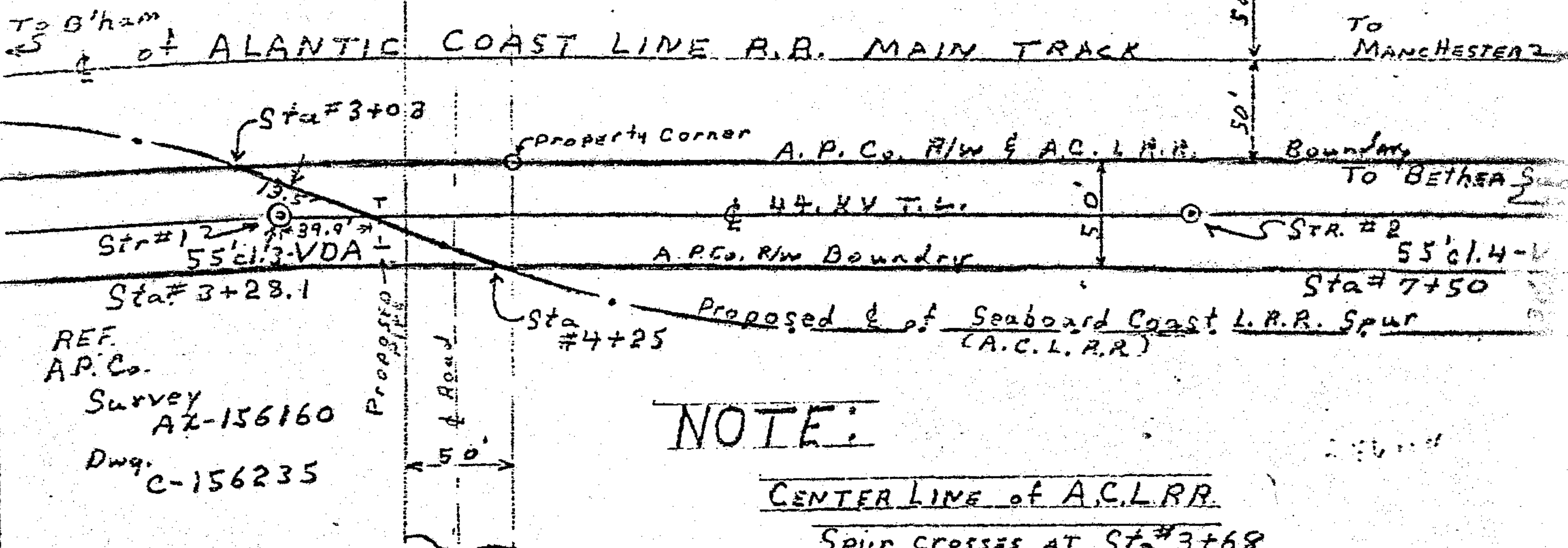
OFFICIAL SEAL
ARTHUR L. WHITE
NOTARY PUBLIC - CALIFORNIA
CITY AND COUNTY OF
SAN FRANCISCO
MY COMMISSION EXPIRES AUGUST 17, 1976
2740 HYDE ST., SAN FRANCISCO, CA. 94109

ARTHUR L. WHITE
Notary Public
ARTHUR L. WHITE
Notary Public in and for the City and County
of San Francisco, State of California

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SHELBY COUNTY
NW 1/4 OF SE 1/4 SEC 14,
T-20S, R-3W

R/W Boundary A.C.L. R.R.



REF.
A.P. Co.
Survey
AZ-156160
Dwg.
C-156235

NOTE:

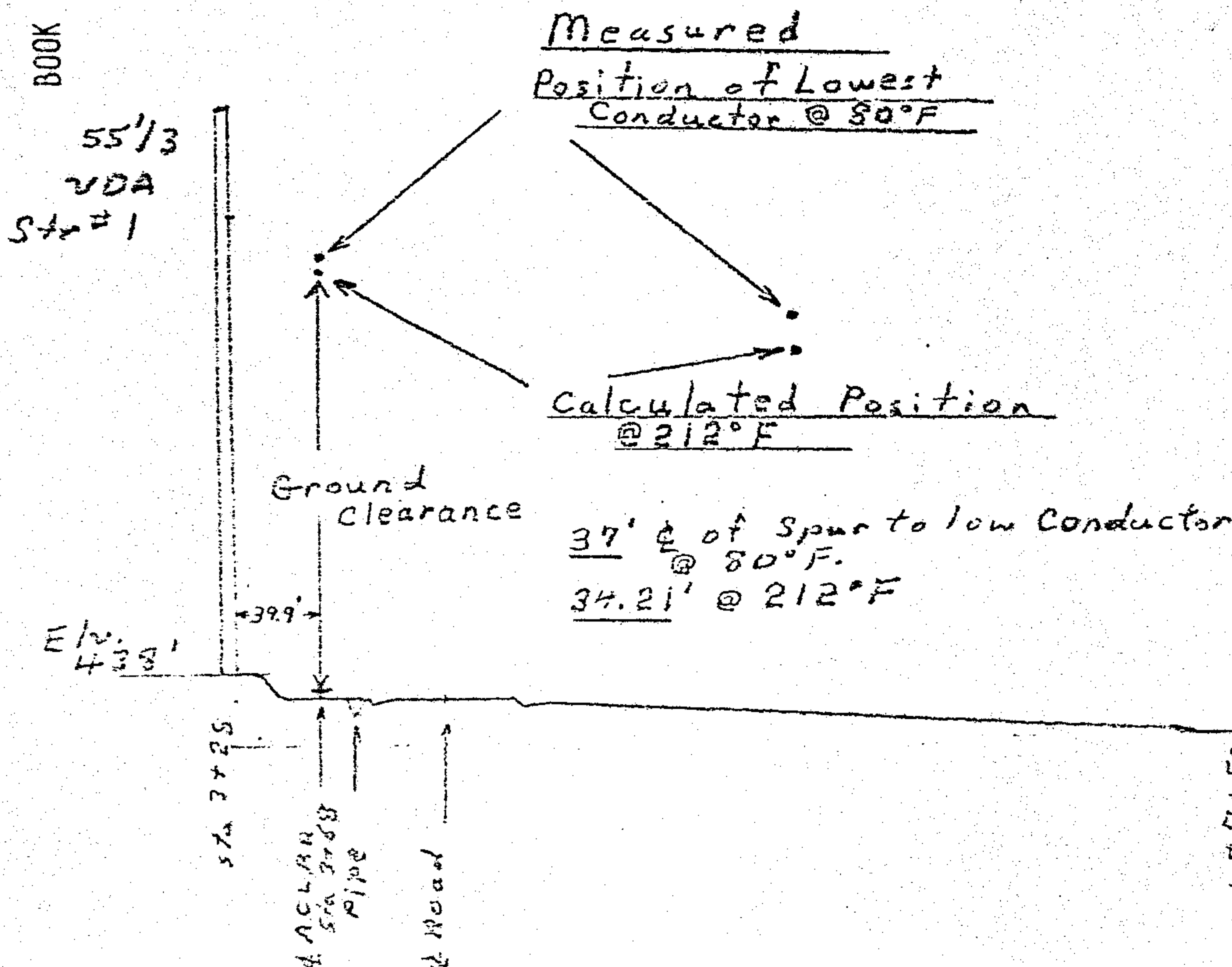
CENTER LINE of A.C.L.R.R.

SPUR CROSSES AT Sta #3+68

REF. Survey
AZ-156160

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Conductors
3-#1/4 A.C.S.R. 6/1
1-5/16 H.S. Steel
O.H.W.

Rating
Span 35

55' 1/4
USA
Sta #2

1974 DEC 20 PM 9:17
U.C. FILE NUMBER
REC. BK. & PAGE AS SHOWN ABOVE
CONFIRMED
STATE OF ALABAMA
CLERK OF THE
INSTRUMENT WASHINGTON
ELV. 432'

DR. J. L. W.	NO.	DATE	REVISION	ALABAMA POWER COMPANY	
TR.				SUBJECT BETHA 44 K.V T.L. - PELHAM	
CK.				DETAIL A.C.L. R.R. SPUR CROSSING AMERICAN FOREST PRODUCTS	
APP.				SCALE H=1"=100'; V=1"=20'	
DATE 6/3/74	SUPERSEDES			SH. 1 OF 1 SHEETS	A-W.D.-31