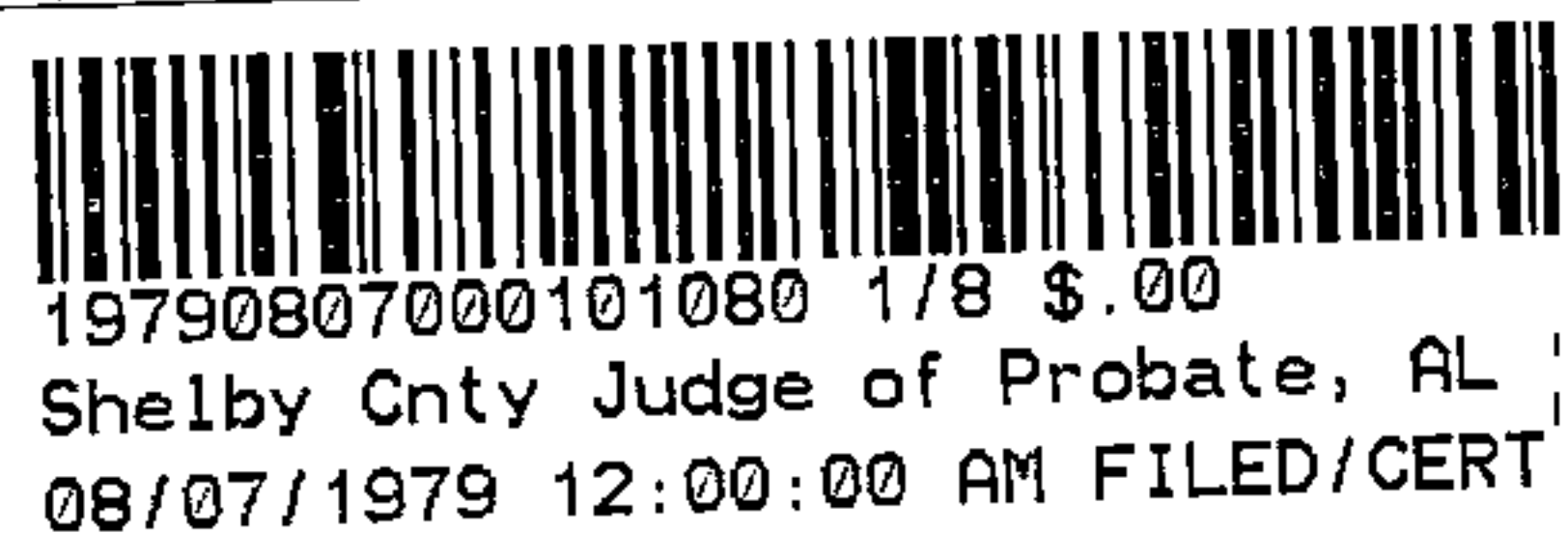


STATE OF ALABAMA)
SHELBY COUNTY)

272



THIS AGREEMENT, made and entered into on this the 9th
day of NOVEMBER, 1978, by and between Alabama Power
Company, a corporation, hereinafter sometimes called Power Company, and
Weyerhaeuser Company, a Washington corporation, hereinafter sometimes
called Weyerhaeuser,

WITNESSETH:

WHEREAS, the said Power Company is the owner of an electric
transmission line easement or right-of-way fifty (50) feet in width
upon, over and across certain lands in Shelby County, Alabama, said
easement being more particularly described in that certain deed executed
by Weyerhaeuser Company, dated July 25, 1978, and recorded in Deed Book
314, Page 156, in the Office of the Judge of Probate, Shelby County,
Alabama, and more particularly described as being located in the North-
west Quarter of the Southeast Quarter (NW $\frac{1}{4}$ of SE $\frac{1}{4}$) of Section 14,
Township 20 South, Range 3 West, and

WHEREAS, Weyerhaeuser desires to acquire the right to construct
a paved driveway with curb and gutters together with parking facilities
and to install two wooden light poles for the purpose of lighting the
parking area on a portion of the above referred to right-of-way, and

WHEREAS, Weyerhaeuser also desires the right to install an
8-inch water line and fire hydrant and a 4-inch PVC underground telephone
cable across and an 18-inch storm drainage system upon and along said
right-of-way, and

WHEREAS, Weyerhaeuser further desires the right to enclose a
portion of said right-of-way with a 7-foot chain link fence and to
construct a railroad spur track, dead ending on said right-of-way, and

WHEREAS, Power Company is willing to grant such rights (to
the extent of its interest upon, on, along, under, through and across
its transmission line easement referred to hereinabove) 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 Dollars (\$1.00) in hand paid to Alabama

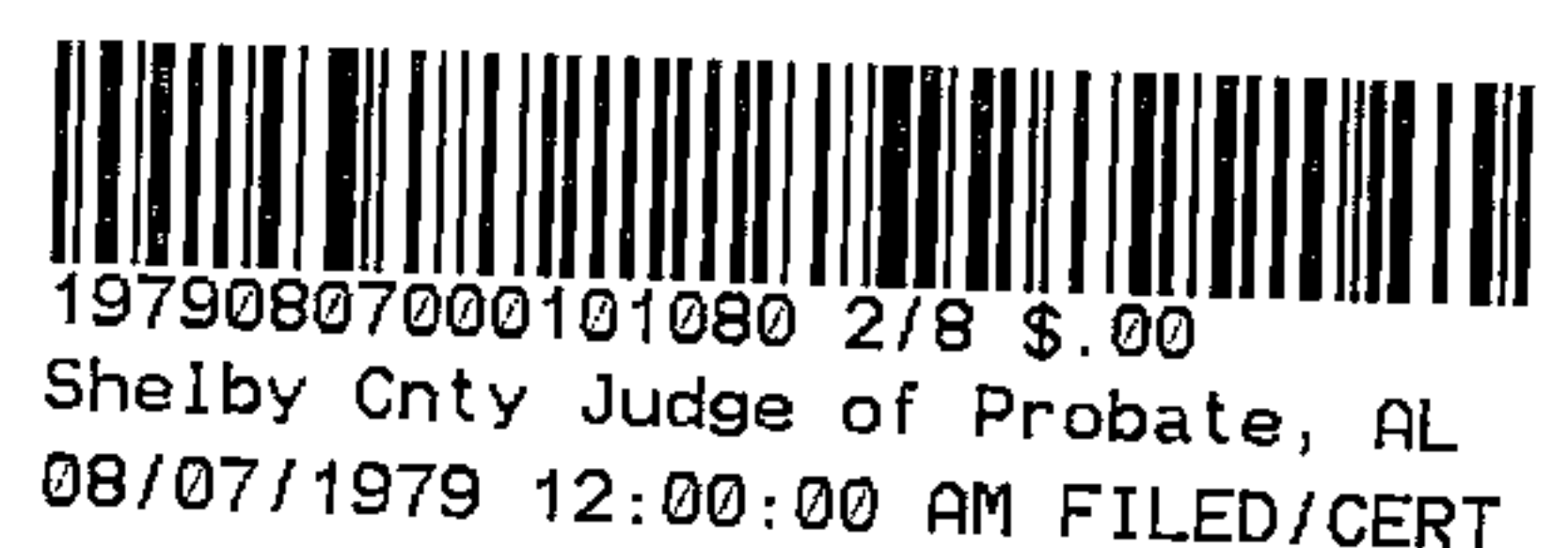
Power Company by Weyerhaeuser Company, receipt of which is hereby acknowledged, the said Power Company does hereby grant to the extent of its interest in such 50-foot-wide right-of-way easement unto Weyerhaeuser Company, its successors and/or assigns, subject to the terms, conditions and reservations hereinafter set forth, the right to construct a paved driveway, with curb and gutters together with parking facilities and to install two wooden light poles, not to exceed 20 feet in height for the purpose of lighting said parking area, upon said right-of-way easement; and

Power Company also grants to Weyerhaeuser Company the right to install an 8-inch water line and fire hydrant and a 4-inch PVC underground telephone cable across and an 18-inch storm drainage system along said right-of-way easement, and

Power Company further grants to Weyerhaeuser Company the right to enclose a portion of said right-of-way easement with a 7-foot chain link fence and to construct a railroad spur track, dead ending on said right-of-way easement, all hereinafter called facilities, upon, on, along, through, and across its 50-foot-wide right-of-way easement, including the right of ingress, egress and regress across said right-of-way easement for the purpose of constructing, operating, maintaining, repairing, replacing and/or removing said facilities. The location of and specifications for the said facilities shall be as shown by color code, on the Drawing AX-190-135 marked Exhibit "A", attached hereto and made a part hereof;

Weyerhaeuser shall install and maintain its facilities and appurtenant facilities in connection therewith on the said easement hereby granted in accordance with the following:

a. Weyerhaeuser's facilities shall be constructed and maintained in accordance with the adopted procedure of well-regulated businesses and undertakings of the same or similar kind, and in such manner as not to cause the installations of Power Company to be in conflict with the specifications of the National Electric Safety Code or any other specifications 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, maintenance or presence of its facilities, then Weyerhaeuser shall within 30 days after written notice that such specifications are not being met, revise or alter any or all of its facilities in accordance with such specifications.

b. In the event such facilities interfere with the existing structures or installations 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 such facilities of Weyerhaeuser interfere with the construction, operation or maintenance of additional structures or installations to be placed on or under such right-of-way, then Weyerhaeuser shall revise or alter the conflicting facility in such a manner so that it or they will not interfere with the construction, operation or maintenance of such existing or additional structures and installations.

c. Power Company specifically reserves unto itself the right of ingress and egress to and from its installations at all times and should Weyerhaeuser's facilities so constructed, hinder or interfere with Power Company's ingress and egress for the proper operation and maintenance of its installations, then Weyerhaeuser shall make the necessary provisions to eliminate same.

d. Weyerhaeuser shall construct and maintain its facilities, both now and in the future in order to prevent any erosion or washing away of the lands of Power Company which its facilities cross. If at any time such facilities are the underlying cause of any erosion or washing, then Weyerhaeuser will immediately take necessary steps to prevent same.

e. Weyerhaeuser, in the construction and maintenance of its facilities, shall not deposit or place any spoil closer than 25 feet 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 installations.

f. Upon completion of the construction, Weyerhaeuser shall remove or cause to be removed all equipment used and all debris and refuse resulting from the construction of its facilities and shall leave

the premises in a condition suitable for present and future operation of Power Company's maintenance and other equipment.

g. Weyerhaeuser shall use extreme caution in operating machinery and equipment across said lands in order to assure adequate clearance between the machinery and the high voltage conductors.

h. Weyerhaeuser will at all times hereafter indemnify, protect and save 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 use by Weyerhaeuser of the rights herein granted, provided, further that Weyerhaeuser shall indemnify and save Power Company harmless against such claims, loss, damage, expense and liability to the extent the same may be caused by Power Company's acts of negligence, or those of its employees, or agents which are concurrent with acts of Weyerhaeuser or its agents, servants, or employees or the acts of any third parties, so long as such claims or loss involve in any way the use or presence of Weyerhaeuser's facilities on Power Company's transmission line easement. INITIAL

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officials on this the 9th day of NOVEMBER, 1978.

WITNESS:

Don D. Bailey

ALABAMA POWER COMPANY

By

[Signature]
Vice President

APPROVED AS
TO TERMS AND
DESCRIPTION

[Signature]
MANAGER REAL ESTATE
CORPORATE REAL ESTATE

WITNESS:

Joyce E. Hubbard
Its Assistant Secretary

WEYERHAEUSER COMPANY

By

[Signature]
Its Vice President
Paul Kay



19790807000101080 4/8 \$.00
Shelby Cnty Judge of Probate, AL
08/07/1979 12:00:00 AM FILED/CERT

APPROVED AS TO FORM:
DALCH, BRIGHAM, BAKER, HAWTHORNE, WILLIAMS & WARD

BY Harold Williams

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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 Ollie D. Smith, whose name as Vice President of Alabama Power Company, 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 said conveyance, 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 17th day of NOVEMBER, 1978.

Jack B. Kinzer
Notary Public STATE-AT-LARGE



19790807000101080 5/8 \$.00
Shelby Cnty Judge of Probate, AL
08/07/1979 12:00:00 AM FILED/CERT

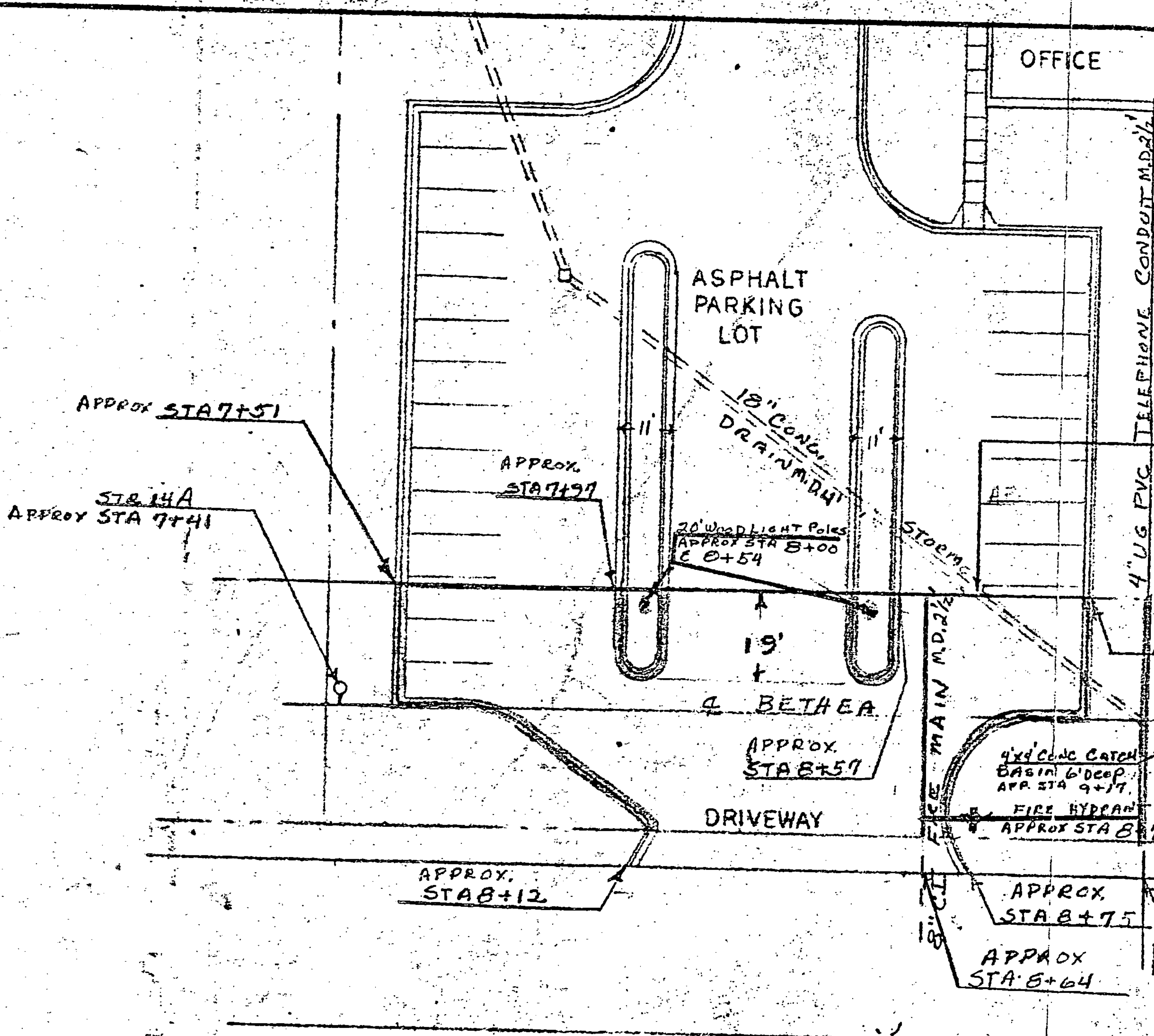
STATE OF Washington)
King County)

I, David M. Jalkanen, a Notary Public, in and for said County, in said State, hereby certify that Paul Kay, whose name as Vice President of Weyerhaeuser Company, 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 said conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 9th day of November, 1978.

David M. Jalkanen
Notary Public

Residing at Bellevue



NOTE: CURBS AND GUTTERS TO
BE 24" WIDE WITH 6" IN
GROUND AND 6" ABOVE
MADE OF CONCRETE



19790807000101080 6/8 \$.00
Shelby Cnty Judge of Probate, AL
08/07/1979 12:00:00 AM FILED/CERT



19790807000101080 7/8 \$.00
Shelby Cnty Judge of Probate, AL
08/07/1979 12:00:00 AM FILED/CERT

SHELBY COUNTY
NW 1/4 SE 1/4
SECTION 14 T20S R3W

WAREHOUSE

BOOK 32 PAGE 32

APPROX
STA 8+75

192'

APPROX STA
10+95

R.R.
SPUR

CONC

ASPHALT
PAVING

APPROX. STA.
8+97

4KV COND.

50'

APCO 50' EASEMENT

EDGE OF ROW

APPROX
STA 1133.5

7' CHAIN FENCE W/ 1' BARB

18" CONC
STORM
DRAIN

20'

EDGE OF ROW

APPROX.
STA 9+11

50'

PARKER

DRIVE

- DRIVE WAY & PARKING AREA WITH CURB & GUTTERS
- TWO 20 FOOT LIGHT POLES
- 8" WATER MAIN & FIRE HYDRANT
- 18" STORM SEWER DRAIN
- 7' CHAIN FENCE WITH 1 FOOT BARB WIRE
- 4" LG PVC TELEPHONE CONDUIT
- RAILROAD SPUR TRACK (DEAD END)

DRAWN E
APPROVED _____
APPROVED _____

BOOK 32 PAGE 33

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1979 AUG -7 AM 9:44

Thomas A. Snowlin, Jr.
JUDGE OF PROBATE

rec. 12.00
ind. 1.00
13.00

STA 11+36

STA 11+56

APPROX. STA 11+70

STR 15
APPROX.
STA 11+75

20' WOOD
LIGHT POLES

PARKING
AREA &
DRIVEWAY

APPROX. STA.
12+22

14

NESC REG
212' F, 22'

LOWER COND
212' F

33'

33'

RR SPUR

4" PVC TEL CONDUIT

8" CI FIRE DRAIN
MIN DEPTH 2 1/2'

DRIVEWAY & PARKING
AREA

1" = 400' HOR
1" = 40' VER



19790807000101080 8/8 \$.00
Shelby Cnty Judge of Probate, AL
08/07/1979 12:00:00 AM FILED/CERT

ALABAMA POWER COMPANY

JOB BETHEA 44KV TAP

DETAIL WEYERHAEUSER ENCROACHMENTS

SCALE 1" = 30'

B/M EXHIBIT "A"

SHEET 1 OF 2 SHEETS

SUPERSEDES

AX-190-135

CHECKED Rollings TRACED JNG

DATE 6-8-78

DATE