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This instrument prepared in
the Corporate Real Estate
Dept. of Alabama Power Co.
Birmingham, Ala.

By J.H. Lowe

NON-EXCLUSIVE LICENSE AGREEMENT

ALABAMA ALLIED LIME COMPANY, INC., dba ALLIED LIME COMPANY,
an Alabama corporation ("Allied"), for and in consideration of
the sum of One and No/100 Dollars (\$ 1.00), to it
in hand paid by ALABAMA POWER COMPANY, an Alabama corporation
("APC"), the receipt and sufficiency of which is hereby
acknowledged, does hereby grant to APC, its successors and
assigns, a non-exclusive license to use a right-of-way for road
purposes located upon, over and along the following described
land situated in Shelby County, Alabama, to-wit:

A strip of land 100 feet in width extending
in a northeasterly direction across NW 1/4 of
Section 33, Township 21 South, Range 2 West
from easterly line of right of way of L&N
Railroad in the NW 1/4 of said Section to
westerly line of U.S. Highway 31 North, being
50 feet on each side of center line thereof
located as follows:

Commence at the Northeast corner of the NW
1/4 of the NE 1/4 of Section 33, Township 21
South, Range 2 West; thence run South along
the East line of said 1/4-1/4 Section a
distance of 316.87 ft.; thence turn an angle
of 101 degrees, 38 minutes to the left and
run a distance of 65.94 ft; thence turn an
angle of 180 degrees, 00 minutes, 00 seconds
to the right and run a distance of 65.94
feet; thence turn an angle of 1 degrees, 17
minutes, 40 seconds to the right and run a
distance of 1366.38 feet to a point on the
West line of the NW 1/4 of NE 1/4, being
596.93 feet South of the Northwest corner of
said 1/4-1/4 Section; thence turn an angle of
04 degrees, 24 minutes, 20 seconds to the
right and run a distance of 1083.59 feet to a
point on the East right of way line of U.S.
Highway No. 31; thence turn an angle of 16
degrees 58 minutes to the left and run a
distance of 100.48 ft. to the West line of

said Highway and point of beginning of the Property described herein; thence turn an angle of 0 degrees, 14 minutes to the left and run a distance of 342.21 ft. to a point on the East r/w line of the L&N Railroad and the point of ending. Situated in W 1/2 of Sec. 33, TWP 21 S, R 2 West, Shelby County, AL.

1. APC is also granted all rights and privileges necessary or convenient for the full enjoyment and use of said right-of-way herein granted, including the right to grade, drain, fill, bridge or otherwise improve such right-of-way, and to cut and remove any trees or undergrowth from such right-of-way. Without limiting the foregoing, Allied grants to APC, to the extent of its interest, the right to install a roadway crossing the tracks of the L&N Railroad Company at the western terminus of the above described private road so as to connect the private road to adjacent property owned by APC.

2. It is expressly understood and agreed that the grant of right-of-way is non-exclusive, that Allied reserves the right to use the right-of-way for its own purposes and to grant to others the right to use the right-of-way, and that the grant is in the nature of a license to use and not a conveyance of an easement. Such license shall be revocable at the will of Allied if at any time Allied determines that its operations require use of the road to the exclusion of APC. Upon the occurrence of such event, Allied agrees to notify APC in writing of the termination and revocation of this non-exclusive license no later than sixty (60) days prior to such termination.

3.(a) APC has qualified as a self-insurer under Alabama law and shall maintain such status during the term of this license. Should APC's self-insurer status change, Allied will be notified and actions will be taken to obtain insurance certificates as outlined in Paragraph 3(b) hereof.

3.(b) During the period of this license, should APC cease to be a self-insurer under Alabama law, APC agrees to maintain and keep in full force and effect liability insurance for property damage and injury to or death of persons in amounts not less than \$500,000.00 for any one person, \$1,000,000.00 for more than one person in any one occurrence, and \$50,000.00 for property damage. The insurance shall be in a form and through an insurance company satisfactory to Allied and APC shall show Allied as an additional insured on such insurance policy. APC agrees to indemnify and save harmless Allied from any claim or loss by reason of APC's use or misuse of the right-of-way and from any claim or loss by reason of any accident or damage to any person or property happening on said right-of-way.

4. All notices to be delivered pursuant to this non-exclusive license agreement shall be mailed, certified mail, return receipt requested, hand-delivered, or sent by telecopy or facsimile to the parties at the addresses shown beneath their signatures below.

5. This agreement shall be governed by and construed in accordance with the laws of the State of Alabama and shall be performable in Shelby County, Alabama.

6. This agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

7. This agreement represents the entire agreement of the parties concerning the granting of a license for the use of the right-of-way and may not be modified except in writing signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this non-exclusive license agreement as of the 23 day of April, 1991.

ALABAMA ALLIED LIME COMPANY, INC.
dba ALLIED LIME COMPANY

By: Steve F. Garrett
Title: V.P. Administration

Address: 100 Concourse Pkwy., Suite 300
Birmingham, Alabama 35244

ALABAMA POWER COMPANY

By: Randy S. Hardy
Title: Vice President
Corporate Real Estate

Address: P.O. Box 7641
Birmingham, Ala. 35291

THE STATE OF ALABAMA

COUNTY OF SHELBY

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On this 23rd day of April, 1991, personally appeared before me, a Notary Public, Steve F. Garrett, known to me or proven to me to be that person, who acknowledged to me that he executed the above Agreement in his capacity as V. P. Administration of ALABAMA ALLIED LIME COMPANY, dba ALLIED LIME COMPANY, as indicated above, on behalf of said corporation and that the corporation executed the above Agreement.

Bennie S. Gartin

Notary Public in and for the
State of Alabama

Commission Expires: May 2, 1993

THE STATE OF ALABAMA

COUNTY OF SHELBY

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On this 26th day of April, 1991, personally appeared before me, a Notary Public, Randy S. Hardigree, known to me or proven to me to be that person, who acknowledged to me that he executed the above Agreement in his capacity as Vice President of ALABAMA POWER COMPANY, as indicated above, on behalf of said corporation and that the corporation executed the above Agreement.

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

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JUDGE OF PROBATE

B:ALLIED.4.PLS.kb

1	Doc. Tax	50
2	Ala. Tax	12.50
3	Notary Fee	3.00
4	State Fee	1.00
5	County Fee	1.00
6	City Fee	1.00
Total		17.00