

CHC # 090-982-707-060 File 6-5-9  
(RE # 48)-299

STATE OF ALABAMA )  
SHELBY COUNTY )

4081

Straven-Montevallo  
44 KV TL  
Shelby County

553305  
**RECEIVED**  
JAN 18 1991

THIS AGREEMENT, made and entered into on this 24<sup>th</sup> day of JANUARY, 1991, by and between ALABAMA POWER COMPANY, a corporation, hereinafter sometimes called "Power Company, and MCKENZIE METHANE CORPORATION, a corporation, hereinafter sometimes called "Grantee";

**WITNESSETH,**

WHEREAS, Power Company has acquired and is the owner of easements which embrace, among other rights, the right to construct, operate and maintain electric transmission lines and related appurtenances necessary or convenient in connection therewith upon strips of land which are a part of tracts of land situated in Shelby County, Alabama, (such easement area being referred to herein as the "Power Company Easement"); and

WHEREAS, Grantee desires to acquire a license for the purpose hereinafter set out upon, under, through, along and across the Power Company Easement and the transmission lines and appurtenances located thereon; and

WHEREAS, Power Company is willing to grant such license, to the extent of its interest upon, under, through, along and across such Power Company 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 Dollars (\$1.00), in hand paid to Power Company by Grantee, receipt of which is hereby acknowledged, Power Company does hereby

GRANTEE'S ADDRESS  
ALABAMA POWER CO.  
P.O. BOX 2641  
BIRMINGHAM, AL 35291  
ATTN: COMMERCIAL ESTATE

This instrument prepared in  
the Corporate Real Estate Dept.  
of Alabama Power Co.  
Birmingham, Alabama  
By: Jerry D. Roberson

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grant, to the extent of its interest in the Power Company Easement, to Grantee, its successors and assigns, subject to the terms, conditions, and reservations hereinafter set forth, the revocable right and license to construct, operate, maintain, replace and/or remove one underground power-line (34.5 kV distribution line) crossing (hereinafter sometimes referred to as Grantee's Facilities) upon, under, through, along and across certain parts of the Power Company Easement. The specific location of Grantee's Facilities with reference to the Power Company Easement is shown on Drawing A-490-985, attached hereto and made a part hereof (the "Licensed Area").

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Power Company reserves the right to construct, operate and maintain distribution lines, transmission lines, communication lines and appurtenant facilities over and across said Licensed Area. Power Company shall not be liable to Grantee, its employees or anyone else for any damage accruing or resulting directly or indirectly from the construction, maintenance or operation of distribution lines, transmission lines, communication lines and appurtenant facilities of Power Company over or adjacent to the Licensed Area.

Grantee shall install and maintain its facilities and appurtenances in connection therewith at the location hereinabove described in accordance with the following:

(1) This revocable license is upon the expressed condition that in the event Grantee shall abandon the use of its facilities for such purpose for a continuous period of one (1) year, this license shall terminate and all rights granted herein shall cease and revert to Power Company.

(2) This revocable license is upon the express condition that should Grantee's Facilities interfere with the present or future installations of Power Company, then upon written notice from Power Company to Grantee, Grantee shall within sixty (60) days after receipt of such notice, remove or relocate its facilities (as directed by Power Company) from their then location on Power Company's Easement so as to eliminate any interference with Power Company's present or future installations. If Grantee fails to remedy such interference within sixty (60) days from the date of said written request, Power Company may remove or otherwise remedy such interference at the expense of Grantee, which expense Grantee agrees to pay within ten (10) days after receipt of statement of such expense from Power Company. Power Company shall be the sole judge of what constitutes interference.

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

(4) Grantee shall construct and maintain its facilities both now and in the future in order to prevent any erosion or washing away of the Power Company Easement. If at any time Grantee's Facilities are the cause of, or are contributing to any erosion or washing of the Power Company Easement, then Grantee will immediately take necessary steps to prevent same.

(5) Grantee's Facilities 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 installations of Power Company to be in conflict with the specifications of the National Electric Safety Code rules and regulations or any other rules, laws and regulations which affect Power Company's operations. If at any time such specifications are not being met because of the construction, maintenance and/or presence of Grantee's Facilities, then Grantee shall within thirty (30) days after notice that such specifications are not being met, revise or alter its facilities in accordance with such specifications. In the event it may now be or may hereafter become necessary to reconstruct the pipelines and appurtenant facilities of Power Company or to make any changes therein, in order to comply with any of the aforementioned specifications, such reconstruction or change shall be made at the expense of Grantee if the situation of its facilities are the underlying cause for the necessary reconstruction or change to meet such specifications, and Grantee will promptly reimburse Power Company for any expense incurred in connection therewith.

(6) Grantee, in the construction and maintenance of its facilities shall not deposit or place any spoil closer than 25 feet of any Power Company distribution lines, transmission lines, communication lines or appurtenant facilities, and no excavation shall be conducted at any location that will reduce the present ground cover above any Power Company facilities.

(7) Power Company nor its agents, servants or employees shall be liable for any loss, damage, or claim resulting from and/or caused by contact with and/or pressure or weight upon Grantee's Facilities. No sign

or structure shall be erected and maintained on the Power Company Easement above ground level by Grantee.

(8) Upon completion of Grantee's Facilities, Grantee shall, at its expense, 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 Power Company Easement in a condition satisfactory to Power Company. All openings in the ground shall be properly backfilled and rolled so as to leave the surface in as near the same condition as before the openings were made.

(9) Grantee shall use extreme caution in operating machinery and equipment across the Power Company Easement in order to assure the safety and integrity of Power Company facilities. Further, Grantee shall notify its contractors of the existence of the pipelines and appurtenant facilities and the need to maintain the integrity thereof.

(10) As an important condition of Power Company's agreeing to this License, Grantee specifically agrees to provide the following protection to Power Company in all events and under all circumstances as set out;

Grantee will at all times hereafter indemnify, protect and save harmless Alabama Power Company from any and all claims, loss, damage, expense and liability which Alabama Power Company may incur, suffer, sustain or be subjected to, including but not limited to injury or death to persons, and damage to property, resulting from or arising out of the use by Grantee of the rights herein licensed; provided, further, that Grantee shall indemnify and save harmless Alabama Power Company against such

claims, loss, damage, expense and liability, regardless of fault, to the extent the same may be caused by Alabama Power Company acts of negligence, active or passive, (or conditions created by Alabama Power Company which are characterized by others as negligent), or those of its employees or agents which are concurrent with acts of Grantee or its agents, servants, employees, its contractors or employees of its contractors, or the acts of any third parties, so long as such claim or loss involve in any way the construction, maintenance, removal, use or presence of the Grantee's facilities.

(11) Grantee shall promptly notify Power Company of any unusual or hazardous condition relating to the construction, maintenance or existence of its facilities.

(12) In the event Grantee fails to comply with all provisions of this license and shall continue such non-compliance after thirty (30) days written notice by Power Company, then Power Company shall have the right to terminate such license upon thirty (30) days written notice.

(13) It is agreed that any provision hereof relating to indemnity of the payment of expenses by Grantee shall survive any termination of this license.

(14) This agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the part who provided or drafted it.

(15) Notice to each party shall be as follows:

McKenzie Methane Corporation  
2 Chase Corporate Drive  
Suite 450  
Birmingham, Alabama 35244

or to

Alabama Power Company  
600 North 18th Street  
P. O. Box 2641  
Birmingham, Alabama 35291

(16) This license 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.

WITNESS:

MCKENZIE METHANE CORPORATION

*Pam Travis*  
Assistant Secretary

By: *Marion Clark*  
Vice President

WITNESS:

ALABAMA POWER COMPANY

*Shirley A. Thomas*  
Asst. Secretary

By: *Randolph S. Hardy*  
Vice President

STATE OF ALABAMA       ),  
JEFFERSON COUNTY       )

I, J.D. Roberson, a Notary Public, in and for said County, in said State, hereby certify that Randy S. Hardigree, whose name as Vice President, 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 with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 15 day of January, 1991.

J.D. Roberson  
Notary Public - State at Large

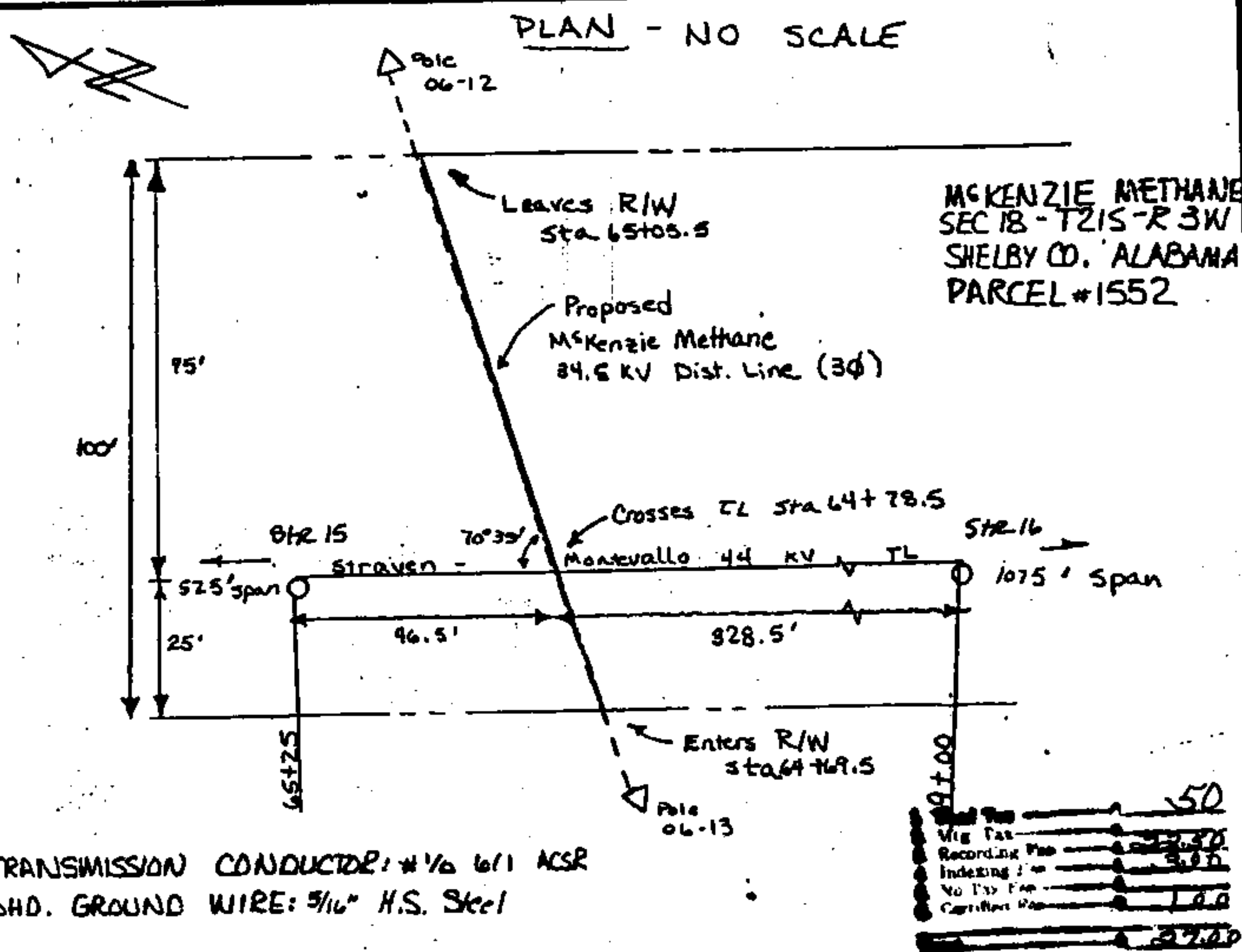
STATE OF ALABAMA       )  
JEFFERSON COUNTY

I, MARIA HARBIN, a Notary Public, in and for said County, in said State, hereby certify that DANIEL CLARK, whose name as Vice President of McKenzie Methane 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 24<sup>th</sup> day of JANUARY, 1991.

Maria C Harbin  
Notary Public





TRANSMISSION CONDUCTOR: #1/0 6/1 ACSR  
DHD. GROUND WIRE: 5/16" H.S. Steel

PROFILE SCALE: H - 1" = 400'  
V - 1" = 40'

STATE OF ALA. SHERIFF'S OFFICE  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
JUN 25 PM 4:03

91 JUN 25 PM 4:03

JUDGE OF PROBATE

## SPECIFICATIONS

POLES: CREOSOTED PINE  
HARDWARE: GALVANIZED  
INSULATORS: PIN

LINE DESIGNED FOR MEDIUM LOADING  
( $\frac{1}{4}$ " ICE, BLB WIND,  $15^{\circ}\text{F}$ )  
CLEARANCES SHOWN @  $212^{\circ}\text{F}$   
DISTRIBUTION CONDUCTOR TO  
BE BURIED A MIN. OF 4'

OR <u>Brown</u> TR _____ CK _____  APP _____ DATE _____		NO. DATE REVISION     	<b>ALABAMA POWER COMPANY</b>  SUBJECT <u>STRAYEN - MONTEVALLO 44 KVTL.</u> DETAIL <u>UG DIST. X-ING FOR MCKENZIE METHANE</u>
SUPERSEDES _____ SCALE <u>As shown</u> SH. <u>1</u> OF <u>1</u> SHEETS		<u>A-490-985</u>	

