

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

Helena-Bloston 44 KV T.L.
Line File: 4-5-38
Shelby County
OH Crossing
CRE # WD-312
PARCEL #: 562057

TL-OH Crossing TAW

By Laurette Frisbee

928

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

STATE OF ALABAMA)

COUNTY OF SHELBY)

THIS AGREEMENT, made and entered into on this 23 day of Sept,
19 91, by and between Alabama Power Company, a corporation, hereinafter
sometimes called Power Company, and Bibb Energy hereinafter sometimes
called Grantee;

WITNESSETH:

WHEREAS, 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 telegraph and telephone 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
particularly described in that certain agreement executed by Tennessee Coal
and Iron on December 27th, 1915, which is filed in the Information Center
of the Corporate Real Estate Department of Alabama Power Company and
reference is hereby expressly made to such records for a particular
description of such land (such agreement area being referred to herein as
the "APCo" Easement") and

WHEREAS, Grantee desires to acquire a license for the purpose
hereinafter set out upon and across the APCo Easement and underneath the
electric power transmission lines located thereon, and

WHEREAS, Power Company is willing to grant such license, to the
extent of its interest upon and across such APCo 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
grant, to the extent of its interest in the APCo 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 an overhead distribution line
(hereinafter sometimes referred to as Grantee's Facilities)
upon, through and across the APCo Easement. The location of Grantee's

Facilities with reference to the APCo Easement is shown on the drawing marked Exhibit "A", attached hereto and made a part hereof (the "Licensed Area").

Power Company reserves the right to construct, operate and maintain electric transmission and communication lines and appliances in connection therewith 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 electric 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 APCo'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 constitute interference.

(3) Power Company specifically reserves unto itself the right of ingress and egress to and from its installation 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'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 as last revised and revisions and amendments thereof in effect at the time of the installation. 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 power lines 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 connections therewith.

(5) Grantee, 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 the APCo Easement and no spoil shall be placed at any location that will reduce the present conductor clearances underneath Power Company's installation.

(6) 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 APCo Easement in a condition satisfactory to Power Company.

(7) Grantee shall use extreme caution in operating machinery and equipment across the APCo Easement in order to assure adequate clearance between the machinery and the high voltage conductors. Further, Grantee shall notify its contractors of the existence of the high voltage conductors and the need to maintain such clearances.

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

Grantee will at all times hereafter indemnify, protect and save harmless Power Company from any and all claims, loss, damage, expense and liability which Power Company may incur, suffer, sustain or be subjected to, including but not limited to injury or death to persons, damage to property, and damage to counterpoise, resulting from or arising out of the use by Grantee of the rights herein licensed; provided, further that Grantee shall indemnify and save harmless Power Company against such claims, loss, damage, expense and liability, regardless of fault, to the extent the same may be caused by Power Company's acts of negligence active or passive, (or conditions created by Power Company which are characterized by others as negligence), or those of its employees or agents which are concurrent with acts of Grantee or its agents, servants, employees, its contractors or employees or its contractors, or the acts of any third parties, so long as such claims or loss involve in any way the construction, maintenance, removal, use or presence of the Grantee's facilities.

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

(10) 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.

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

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

(13) Where notice is provided for herein, such notice shall be conclusively deemed given when posted in the United States mail, addressed to: Bibb Energy, P.O. Box 3988, Birmingham, AL 35208.

(14) This license shall be binding upon the heirs, successors and assigns of the parties hereto.

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

ALABAMA POWER COMPANY

WITNESS:

Louetta P. Fisher

Jerry Johnson
Jerry Johnson, Supervisor
Fee Lands & Transmission
Line R/W Acquisition

ATTEST:

Name)

Gail H. Hopper
Secretary

BIBB ENERGY, Inc

Robert B. Hines
By *Robert B. Hines*
Its President

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STATE OF ALABAMA)

JEFFERSON COUNTY)

I, LAURETTE D. FRISBEE, Notary Public, in and for said County, in said State, hereby certify that Jerry Johnson, whose named as Supervisor, Fee Lands and Transmission Line Right of Way Acquisition 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 30th day of SEPTEMBER, 19 91.

Laurette D. Frisbee
Notary Public

STATE OF ALABAMA)

COUNTY OF Jefferson

I, Mary Lou Williams, a Notary Public, in and for said County, in said State, hereby certify that Robert E. Minor, whose name as President of Bibb Energy Inc. 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.

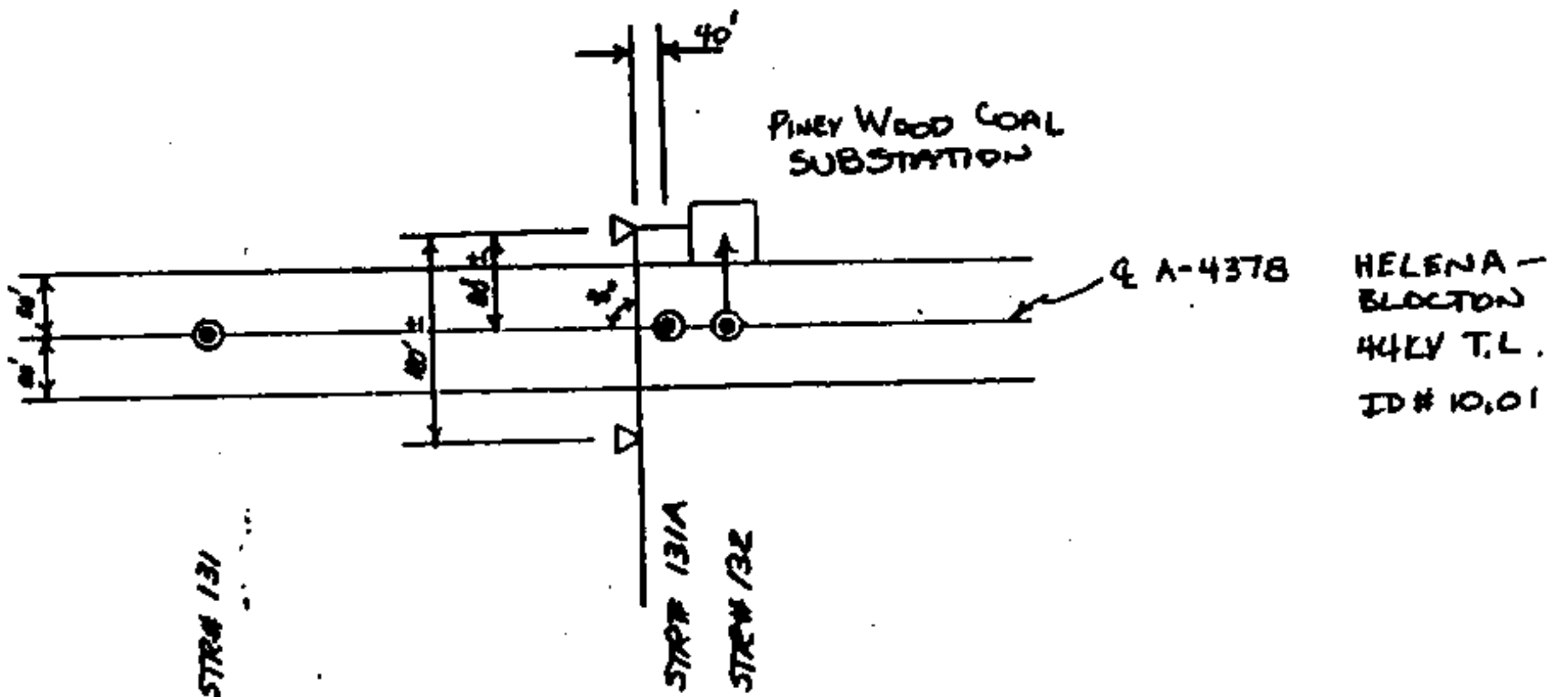
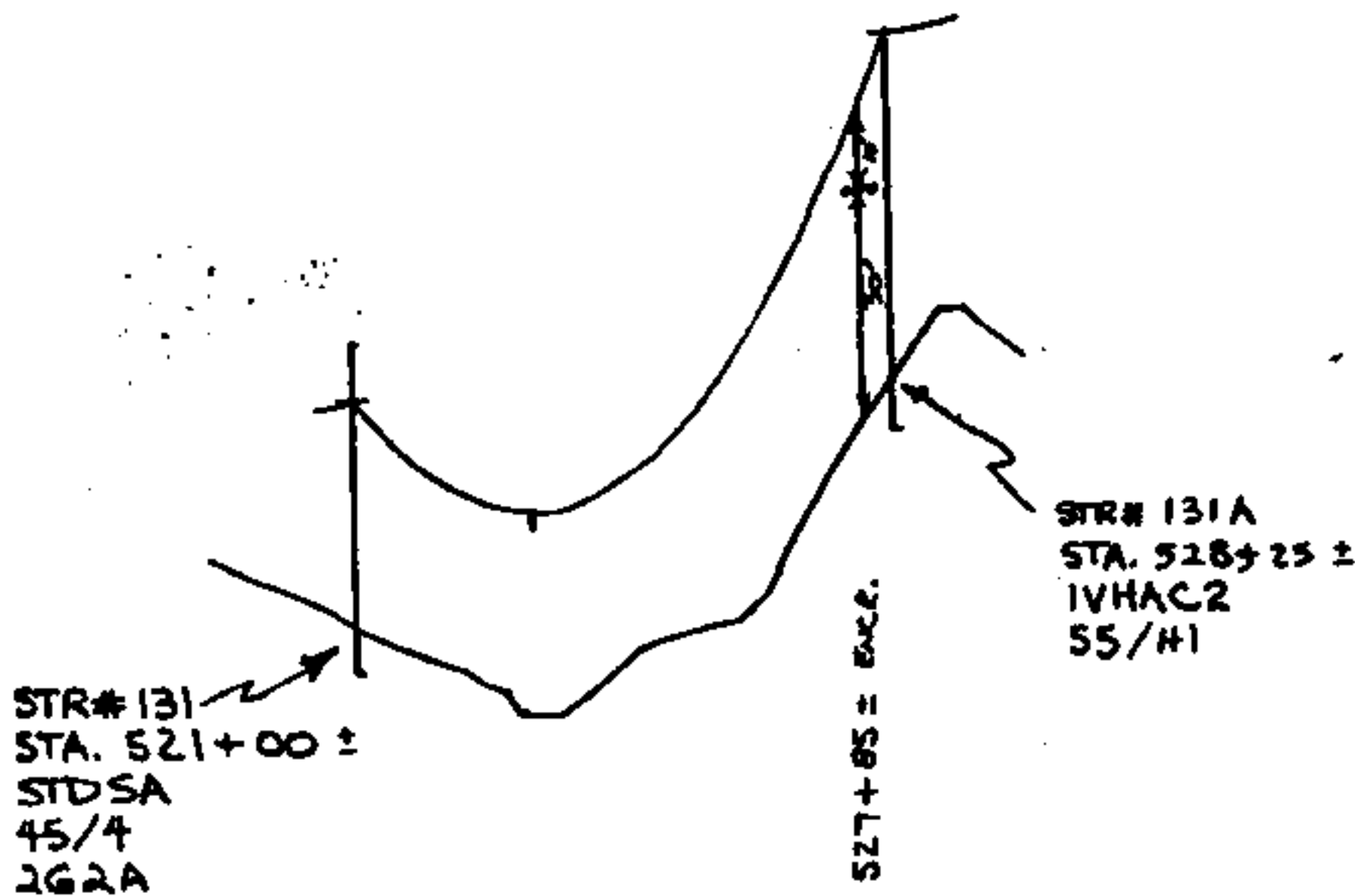
Given under my hand and official seal, this the 2nd day of September, 19 91.

Mary Lou Williams
Notary Public

SHELBY COUNTY
S-22, T-21-S, R-4-W
PARCEL # 1145

NOTE: TRANSMISSION COND.
SAG CALC. FOR MAX.
SAG CONDITIONS.

DISTRIBUTION COND.
SAG AT MINIMUM
SAG CONDITIONS.



DR. 8-30-41 ALFORD	NO.	DATE	REVISION	ALABAMA POWER COMPANY	
TR.				SUBJECT <u>HELENA-BLOCTON 44KV T.L.</u>	
CR.				DISTRIBUTION CROSSING	
APP.				DETAIL <u>RIBB ENERGY - PINEY WOODS</u>	
DATE	SUPERSEDES			SCALE $\frac{1}{4}'' = 40'$	SHEET <u>1</u> OF <u>1</u> SHEETS

A-490-1011

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

91 OCT 16 AM 9:12

JUDGE OF PROBATE

EXHIBIT A

1. Deed Tax	\$ 2.50
2. Mfg. Tax	\$ 0.00
3. Recording Fee	\$ 17.50
4. Indexing Fee	\$ 3.00
5. No Tax Fee	\$ 0.00
6. Certified Fee	\$ 1.00
Total	\$ 24.00