

Leg. Mr. Bellman 44 KTR  
090-982-930-909/00 404

580137

STATE OF ALABAMA )

SHELBY COUNTY )

THIS AGREEMENT, made and entered into on this the 10<sup>th</sup> day of May, 1993, by and between Alabama Power Company, a corporation hereinafter sometimes called Power Company, and South Central Bell, 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 which is a part of a tract of land situated in Shelby County, Alabama, such easement being particularly described in those certain deeds executed by J. L. Findley and Mary A. Findley dated November 9, 1912, recorded in Deed Book 48, page 593 in the office of the Judge of Probate, Shelby County, Alabama, and by J. C. Whitfield and Jessie Whitfield dated March 20, 1913, recorded in Deed Book 52, page 173 in the office of the Judge of Probate, Shelby County, Alabama, and reference is hereby expressly made to such records for a particular description of such land (such easement area being referred to herein as the "APCo Easement"); and

WHEREAS, Grantee desires to acquire a license for the purpose hereinafter set out upon, under, through, along 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

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

By: D. Bailey

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

1994-00457

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SHELBY COUNTY JUDGE OF PROBATE  
009 HCD 30.50

the extent of its interest upon, under, through, along 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 Dollar (\$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 modify an underground telephone cable (hereinafter sometimes referred to as Grantee's Facilities) upon, under, through, along and across the APCo Easement. The location of Grantee's Facilities with reference to the APCo Easement is shown on Drawing B-190-923, 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) Grantee agrees that in the event Power Company notifies it in writing that said Grantee's facilities, or any parts thereof, on said APCo easement must be modified to permit Power Company's existing or proposed construction, operation or maintenance of electric transmission lines, telegraph or telephone lines, or other structures and facilities on such APCo easement, Grantee, in such event, will immediately cause said Grantee's facilities, or designated parts thereof, on such strip of land to be modified in order to enable Power Company to perform construction or maintenance work on such APCo easement, and to modify, remove or augment its electric or communication facilities thereon.

In the event Grantee shall fail , within sixty (60) days after such notice is so mailed to modify such Grantee's facilities, or designated parts thereof, Power Company is hereby given the express privilege, power and authority to modify the same or any part thereof, on APCo easement or right of way without incurring any liability of Grantee on account of any loss thereby sustained, including any liability for failure to maintain lateral support or liability for damage to the remainder of Grantee's property resulting from such modification even though Power Company is deemed negligent in such modification.

Grantee agrees and covenants that it will in such event promptly reimburse Power Company for the reasonable expense incurred in

said modification.

Grantee agrees and covenants upon Power Company's request to give to Power Company, its agents, servants or employees, a full and complete release, satisfaction and discharge of all claims which it may have against Power Company, its agents, servants or employees, arising out of or resulting from any use by Power Company of that portion of its Licensed Area or any damage to Grantee's property, real and/or personal, caused during the modification authorized above and to pay or cause to be paid all costs and expenses incurred by Power Company, its agents, servants or employees, in the repair of its facilities and expenses and attorney's fees incurred in defending any action which may be brought against Power Company, its agents, servants or employees, by reason of the matters contained hereof.

(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 from 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 APCo Easement. If at any time Grantee's Facilities are the cause of, or are contributing to any erosion or washing of the APCo 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 undertaking 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 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 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 installations.

(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 APCo

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 APCo 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 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.

(10) 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;

(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 provisions hereof relating to indemnity or 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 party who provided or drafted it.

(15) Wherein notice is provided for herein, such notice shall be conclusively deemed given when posted in the United States mail, addressed to South Central Bell, Birmingham, Alabama.

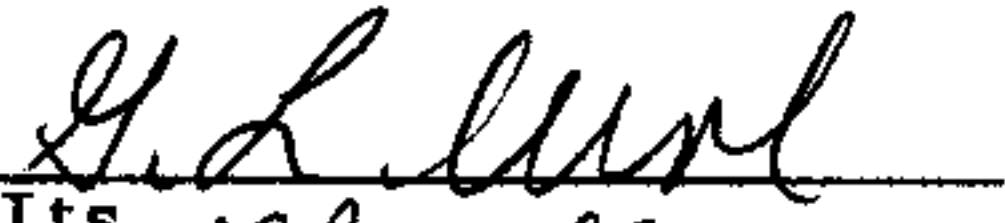
(16) This license shall be binding upon the heirs, successors and assigns of the parties hereto.

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

ALABAMA POWER COMPANY

By:   
Sara R. Parks, Supervisor  
Corporate Real Estate  
Birmingham Division

SOUTH CENTRAL BELL

By:   
Its MGR-OSPE

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, DON D. BAILEY, a Notary Public in and for said County in said State, hereby certify that Sara R. Parks, whose name as Supervisor, Corporate Real Estate, 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, 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 10<sup>th</sup> day of MAY, 1993.

Don D. Bailey  
Notary Public  
My Commission Expires: 04-01-95


STATE OF ALABAMA )

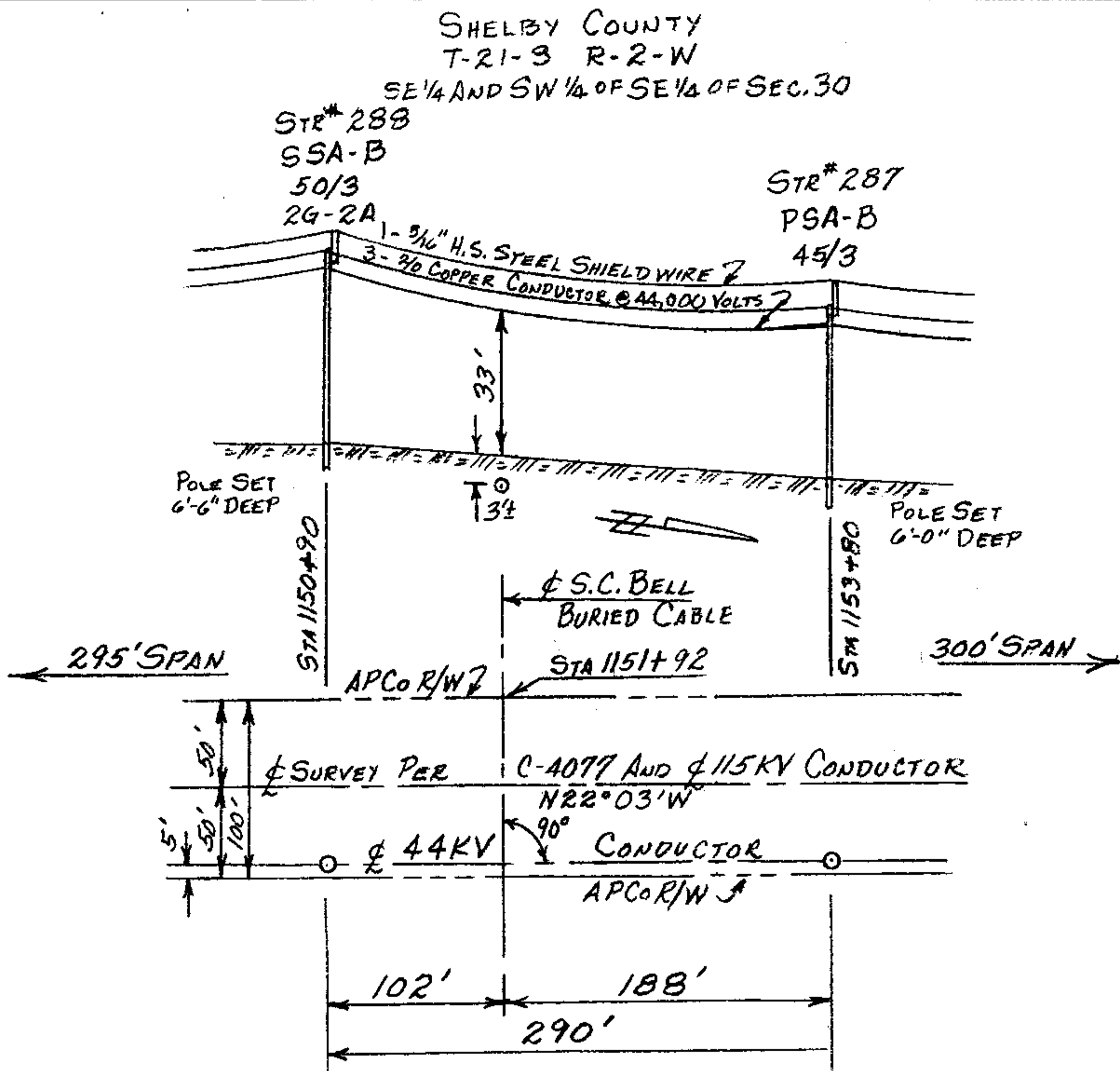
JEFFERSON COUNTY )

I, WILLA G. BAILEY, a Notary Public in and for said County in said State, hereby certify that G. L. CURL, whose name as MANAGER - OSPE of South Central Bell, 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, and with full authority, executed the same

voluntarily for and as the act of said partnership.

Given under my hand and official seal this the 15<sup>th</sup>  
day of MAY, 1993.

  
Notary Public  
My Commission Expires: 02-16-97



### SPECIFICATIONS

CONDUCTOR: 3- 3/0 COPPER  
SHIELDWIRE: 1- 5/16" H.S. STEEL  
INSULATORS: PIN TYPE, CLAMP & TAP # 1994-00457  
CONSTRUCTION: WOOD POLES, STANDARD TYPE  
CLEARANCE: SHOWN @ 120° FINAL  
R/W PARCEL No. 25 AND 26

01/06/1994-00457  
01:42 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE  
009 MCD 30.50

Exhibit "A"

DR. <u>CARPENTER</u> TR. <u>4-12-93</u> CK. _____ APP. _____ DATE _____	NO.	DATE	REVISION	ALABAMA POWER COMPANY	
				SUBJECT <u>LAY DAM - BESSEMER 44KV T.L.</u>	
				DETAIL <u>LINE CROSSING S.C. BELL BURIED CABLE</u>	
				@ STA 1151+92	
SUPERSEDES _____ SCALE <u>V:1"=40'</u> <u>H:1"=100'</u>				SH. <u>2</u> OF <u>2</u> SHEETS	A-190-923