

*This instrument prepared by:

H. Hampton Boles
Balch & Bingham
P. O. Box 306
Birmingham, Alabama 35201

This Agreement executed
in fifteen (15) original
counterparts.

Counterpart No.11 of 15

Inst # 1994-37738

12/29/1994-37738
03:04 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
060 SNA 156.00

STATE OF ALABAMA)

COUNTIES OF CALHOUN, CHILTON,)
DALE, DALLAS, ESCAMBIA, ETOWAH,)
HOUSTON, JEFFERSON, MOBILE,)
MONTGOMERY, SHELBY AND TUSCALOOSA)

PERPETUAL NONEXCLUSIVE EASEMENT AGREEMENT

30th THIS PERPETUAL NONEXCLUSIVE EASEMENT AGREEMENT is made this day of September, 1994, by and between CSX TRANSPORTATION, INC., a Virginia corporation, and successor by merger dated December 29, 1982 and name change dated as of July 1, 1986 to the Louisville and Nashville Railroad Company, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Railroad", and ALABAMA POWER COMPANY, an Alabama corporation, whose mailing address is 600 North 18th Street, Birmingham, Alabama 35291-2641, hereinafter called "Utility".

GRANT OF NONEXCLUSIVE EASEMENT

Each Railroad, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, to them collectively in hand paid by Utility, the receipt of which

*The provisions of this Agreement were drafted by both parties through the course of negotiation. This Agreement shall be construed without reference to any principle regarding construing a contract against the drafter thereof.

is hereby acknowledged, and of the covenants and agreements hereinafter made and contained on the part of Utility to be kept and performed, hereby BARGAINS, GRANTS and CONVEYS, insofar as the quality of its title and the quality of its exclusive possessory interest enable it so to do, unto Utility, a PERPETUAL NONEXCLUSIVE EASEMENT, hereinafter the "Easement", extending approximately 22.2 total miles, upon, over, across and along, as the case may be, the railroad tracks, right-of-way, and property owned, controlled or operated by each Railroad, its successors or assigns, as shown on Exhibits "APC-1" through "APC-42" (APC-40 intentionally omitted), attached hereto and incorporated herein, hereinafter individually and collectively sometimes referred to as "Corridor", solely for the continued use and maintenance, operation, repair, renewal, improvement, construction, alteration, enlargement, replacement or removal of forty-one (41) separate existing occupancies for aerial longitudinal placements of certain electrical transmission (not to exceed 161 KV), distribution and existing communications equipment and other facilities (portions of which facilities may be used by others), including overhead cables, lines, conduits, wires, fiber optics and similar structures, materials or uses, together with poles, anchors, guys and appurtenant equipment, facilities and attachments associated therewith, hereinafter collectively referred to as "Utility Facilities", together with reasonable rights of access thereto, and located in the following counties within the State of Alabama:

<u>County</u>	<u>Exhibit No(s).</u>
Calhoun	APC-8
Chilton	APC-13, APC-30 and APC-42
Dale	APC-7; APC-17 and APC-33
Dallas	APC-10; APC-11 and APC-21
Escambia	APC-9; APC-20 and APC-26
Etowah	APC-1 and APC-12
Houston	APC-37
Jefferson	APC-2; APC-3; APC-4; APC-23; APC-25; APC-28; APC-29; APC-32; APC-34 and APC-36
Mobile	APC-5; APC-19; APC-22 and APC-27
Montgomery	APC-6; APC-14; APC-15; APC-16; APC-18; APC-31; APC-35; APC-39 and APC-41
Shelby	APC-24
Tuscaloosa	APC-38

It is the explicit intention of Railroad and Utility that this Agreement shall permit and cover all existing longitudinal occupations by Utility of Railroad's real estate, whether Railroad's interest therein be in fee simple, easement or otherwise, and all such existing longitudinal occupations (excluding, however,

crossings not connected to or integrated into such longitudinal occupations) not described herein, whether known or unknown, shall be also deemed included in and subject to this Agreement without further documentation or additional consideration.

EXCEPTING and RESERVING unto Railroad, the successors and assigns of each: (1) the paramount right, subject to the terms and conditions of this Agreement, to continue to occupy, possess and use the Corridor in which the Easement is imposed for any and all railroad purposes consistent with Railroad's operations and needs, including but not limited to the right to construct, reconstruct, relocate, operate, maintain, repair, renew, replace and remove Railroad's tracks, signals, wires and other railroad facilities as now exist or which may in the future be located in, upon, over, under or across the Corridor; and (2) the right to grant crossings and other nonexclusive wireline or pipeline longitudinal occupations of the Corridor; PROVIDED that the same shall not interfere with the present or future use of the Utility Facilities, Easement or Corridor by Utility as herein or later permitted by Railroad.

TO HAVE AND TO HOLD said Nonexclusive Easement, together with reasonable rights of access thereto, for so long as Utility uses and maintains the Utility Facilities therein; SUBJECT, however (except as otherwise provided in Section 22(B) of this Agreement), to any existing railroad facilities, public utilities, and other wireline, fiber optic or pipeline facilities located in, on, over, under or across the Corridor, and to all existing instruments, agreements, easements and rights therefor, whether recorded or not (or any such facilities constructed by Railroad in the future under and in accordance with the terms and requirements of this Agreement).

Railroad and Utility further agree as follows:

1. ALTERATION, LIMITS:

No alteration or expansion shall be made to the Utility Facilities shown on said Exhibits, including but not limited to change in number, use, location, nature, diameter or capacity of wire (in excess of 10% increase), voltage capacity in excess of 161 KV), without the prior written consent of Railroad, which consent shall not be unreasonably withheld. As used herein, the term "occupancy" shall mean the affixation of any Facility to the land within the Corridor. No additional consideration shall be paid unless the expansion of the voltage is increased to exceed 161 KV.

2. NEW OR RE-CONSTRUCTION, LIMITS:

(A) Utility shall not commence any new construction, renewal, relocation, expansion, replacement or removal of existing

Utility Facilities (except in case of emergency in which event, time permitting, only notice by telephone shall be required), unless and until the methods and mechanics of accomplishing such work (as contrasted with project approval required under Section 1 above) have received the approval of Railroad, which approval shall not be unreasonably withheld, conditioned or delayed.

(B) Railroad and Utility agree that all future approved longitudinal easements and placements of Utility Facilities upon, over, under, across and along, as the case may be, railroad tracks, right-of-way, and property owned, controlled or operated by Railroad, its successors or assigns, within Alabama, shall be under the terms and conditions of this Agreement, and shall be evidenced by separate agreements similar to this Agreement or by supplements hereto upon agreement as to specific consideration for such easements and placements of Utility Facilities. Unless otherwise agreed, communication equipment placed on future approved longitudinal easements will be limited to communication equipment for internal communications, that is, communications between, among, by or to entities which own or are owned by or under common control with Utility. The determination of such additional consideration shall be made in accordance with the separate Compensation Agreement between Railroad and Utility dated the date hereof.

3. PLAN SPECIFICATIONS; REVIEW; APPROVAL:

(A) Railroad's consent and approval under Sections 1 and 2 shall be conditioned upon receipt of all plans, data and specifications therefor and the compliance of same with the standards described in this Section and Sections 4 and 7. Railroad shall not unreasonably delay its review of Utility's plans, and Railroad shall inform Utility of its consent or of the necessity of changes to such plans within thirty (30) days after Railroad has been furnished with all necessary information requested by Railroad.

(B) Utility's design and construction plans and specifications shall comply with the applicable specifications and standards of the National Electrical Safety Code (NESC) and the Joint Committee Report of the Association of American Railroads (AAR) and the Edison Institute, last revised September 1977, as amended from time to time.

(C) However, if any governmental authority having jurisdiction over the Utility Facilities and/or over Railroad's rail operations has determined the manner and/or means of installation, maintenance, repair, alteration, renewal, expansion, relocation, replacement or removal of such Utility Facilities,

then such determination shall prevail, and Utility agrees to comply therewith at Utility's sole cost and expense.

4. RAIL SAFETY; RIGHT-OF-WAY CLEARANCE:

(A) All installation, maintenance, repair, alteration, relocation, replacement, renewal and use of the Utility Facilities shall be done under general conditions satisfactory to and approved by Railroad (which approval shall not be unreasonably withheld, conditioned or delayed) and shall not interfere with the proper and safe use and operation of the rail property or operations of Railroad.

(B) When performing any work in connection with the Utility Facilities, Utility shall take all steps reasonably necessary to keep persons, equipment and materials a safe distance from the tracks of Railroad, including (if necessary) furnishing properly trained and railroad safety rule qualified watchers or flaggers to the work site or pay Railroad's cost to furnish same as herein provided.

(C) In addition to but not in limitation of Section 4(B), if at any time Railroad reasonably deems flaggers, watchers or inspectors necessary to protect Railroad's operations, property, employees, patrons, or licensees, during any work on the Utility Facilities in the Corridor, Railroad, after first providing notice to Utility of its proposed action, shall have the right to place such flaggers, watchers or inspectors, properly trained and railroad safety rule qualified, at the sole cost and expense of Utility.

(D) For the purpose of liability and risk assumption (only), all flaggers, watchers or inspectors shall be deemed to be the sole contractors of Utility while so furnished and engaged, except for liability or risk due to the willful misconduct, gross negligence or sole negligence of Railroad.

5. MAINTENANCE, REPAIRS:

(A) Utility shall maintain, repair and renew the Utility Facilities in accordance with Sections 2, 3 and 4 of this Agreement, at Utility's sole cost.

(B) However, if Utility fails to make such repairs or renewals, then Railroad, to protect and safeguard its property, traffic, patrons or employees from damage or injury, after first providing notice to Utility of its proposed action, may contract with a qualified licensed electrical contractor to make such necessary repairs and renewals, all at the sole cost and expense of Utility.

6. PERMITS, LICENSES:

Before any installation is performed, or before use by Utility of the Corridor for the contracted purpose, Utility, at its sole cost and expense, shall obtain any necessary permits or licenses from all federal, state or local public authorities having jurisdiction over the Easement or its intended use, and shall thereafter observe and comply with the requirements of such public authorities, and all applicable laws and regulations and future modifications thereof.

7. REGULATORY COMPLIANCE:

Utility shall comply with all statutes, regulations, orders, directives, ordinances and similar promulgations of law applicable to its use and operation of the Utility Facilities, and assumes all cost, expense and responsibility in connection therewith, without any liability therefor on the part of Railroad.

8. RISK, LIABILITY, INDEMNITY:

(A) As part of the consideration for this Agreement, Utility waives any right to seek or claim any direct or consequential damages for any loss of or damage to Utility Facilities or other property of Utility which may result from Railroad's rail operations (including fire or derailment), EXCEPT loss or damages due to Railroad's willful misconduct or gross negligence. For this Section only the term "Utility Facilities" shall include any vehicles, equipment or other personal property of any contractor, subcontractor or licensee of Utility or any other third party, which are on the right-of-way by request of or for the sole benefit of Utility.

(B) As part of the consideration for this Agreement, Utility agrees to waive and/or assume any claims of Workmen's Compensation subrogation for employees of Utility or Utility's contractors EXCEPT for claims due to Railroad's willful misconduct or gross negligence.

(C) Utility hereby assumes, and shall at all times hereafter defend, indemnify and save Railroad harmless from and against any and all liability, loss, claim, suit, damage, charge or expense (including attorney fees) which Railroad may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Railroad and property of Railroad), and for damage to or loss of or destruction of any property whatsoever (except Utility Facilities above), arising out of or resulting from the construction, reconstruction, renewal, replacement, presence,

existence, operation or use of Utility Facilities, or removal of the Utility Facilities or restoration of premises of Railroad to good order or condition after removal, EXCEPT when caused by the willful misconduct, gross negligence or sole negligence of Railroad.

(D) Railroad shall indemnify and save harmless Utility from and against any and all liability, loss, claim, suit, cost, damage, charge and expense including attorney fees which Utility may suffer, sustain or incur on account of the death of or injury to any person(s) whomsoever and for the destruction or loss of or damage to any property whatsoever caused by, resulting from, or arising out of Railroad's willful misconduct, gross negligence or sole negligence.

(E) If a claim or action is made or brought against Railroad or Utility ("Indemnitee"), for which the other party ("Indemnitor") may be responsible hereunder, in whole or in part, such Indemnitor shall be promptly notified, and shall thereafter be permitted to participate in the handling of such claim or action. In the event an Indemnitor shall acknowledge complete responsibility for the relief sought in any such claim or action, such Indemnitor shall be entitled to determine all matters regarding the defense thereof.

9. INSURANCE:

(A) Prior to commencement of any new construction, or any reconstruction, replacement, demolition or removal of the Utility Facilities covered by this Agreement, within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Utility shall (1) notify Railroad and (2) procure and maintain, at its sole cost and expense, a policy of Railroad Protective Liability (RPL) Insurance, subject to Utility's standard deductibles, naming Railroad as insured, with coverage of not less than TWO MILLION DOLLARS (\$2,000,000) Combined Single Limited per occurrence and SIX MILLION DOLLARS (\$6,000,000) aggregate for bodily injury liability and property damage liability.

(B) As the alternative to the Paragraph (A) requirement, Utility may elect to pay to Railroad the then-applicable sum (currently, \$225.00) to cover the cost of adding such new construction, or any reconstruction, replacement, demolition or removal to Railroad's existing (then current) blanket Railroad Protective Liability (RPL) Policy for such period of actual construction or demolition.

(C) As an alternative to the Paragraph (A) or (B) requirements, Utility may secure a permanent Railroad Protective

Liability (RPL) Policy, or Master Equivalent Endorsement, subject to Utility's standard deductibles, through its utility industry mutual insurance (AEGIS Fund); provided such policy or endorsement is first provided to Railroad and approved by Railroad's Director-Casualty Insurance and further provided that a copy of said policy or endorsement is furnished annually to said Director-Casualty Insurance.

10. INDUCTIVE INTERFERENCE:

(A) The Utility Facilities covered hereunder have generally been in place many years, and under Railroad's and Utility's current modes of operation there is no known interference with the facilities or operation, use or maintenance of either party by/from the facilities of either party or of those of any other rail carrier using the Corridor.

(B) Utility waives any claim for any electrical or inductive interference with the operation, use, maintenance or repair of Utility Facilities by existing or future facilities of Railroad (or any other rail carrier using the Corridor); and Railroad shall not be in any way responsible therefor.

(C) However, if the future operation or use of Utility Facilities or the use of the Corridor by Utility is reasonably determined by any governmental agency regulating rail carriers, or by Railroad (or by any other rail carrier using Railroad's Corridor), to be causing electrical or inductive interference or any other kind of physical, technical or energetic interference with any Railroad facilities in the Corridor (especially Railroad's communication, signal, train control, grade crossing safety and/or interlockings systems), which facilities or types of facilities are usually and ordinarily accepted in the railroad industry, Utility, at its sole cost and expense, shall take immediate measures to adequately eliminate or prevent any such interference.

(D) Railroad shall promptly provide Utility with the results of any test(s) procured by or furnished to Railroad, in order that Utility may verify, for its own purposes, the results of such test(s). At the request of and in cooperation with Railroad, Utility, at Utility's own sole cost, shall make tests (as often as Railroad reasonably shall deem necessary) on Utility Facilities and on Railroad facilities, in order to determine the cause of any such electrical, inductive, technical, physical or energetic interference. Utility shall also provide Railroad with the results of any tests secured by Utility, to verify same.

(E) The measures which Utility may take in order to eliminate any form(s) of electrical or inductive interference as

described in Paragraph (B) hereof, may include, but not be limited to, (1) the replacement, relocation or modification (including shielding) of Railroad facilities in or on the Corridor, or (2) the replacement, relocation or modification (including shielding) of Utility Facilities, or (3) a combination of (1) and (2). Utility agrees to promptly reimburse Railroad, or any other rail carrier occupying Railroad's Corridor, for reasonable costs actually incurred in this regard, whether such work is carried out by Railroad, such other carrier, or their contractor(s) and subcontractor(s).

(F) Utility shall design and plan any modifications, or any other changes or relocations of Utility Facilities, in cooperation with Railroad, to avoid such electrical or inductive interference.

(G) This Section 10 shall be binding upon the successors and assigns of Utility and of Railroad (but only if Railroad's successors or assigns run or operate a railroad in, over or through the Corridor).

11. INSPECTION:

The right of inspection of the Utility Facilities by Railroad shall extend for an appropriate distance, inasmuch as the method of construction and the materials used in the construction, maintenance, repair, alteration, renewal, replacement, or relocation of the Utility Facilities may have a significant impact upon the strength and stability of the Utility Facilities over, under, upon, or in the property of the Railroad within the Corridor.

12. NONWAIVER:

Neither the failure by either party hereto to make verbal or written complaints to the other with respect to such party's failure to carry out any obligation(s) under this Agreement, nor knowledge on the part of either party of such failure by the other, shall be deemed to constitute acquiescence therein or actionable negligence on the part of the party failing to complain or having such knowledge.

13. RAILROAD COSTS:

(A) In the event Railroad furnishes any labor or material for any work on the Utility Facilities in order to satisfy any duty of Utility hereunder, provided Railroad has given Utility advance written notice of Railroad's intent to furnish such labor and material and Utility has failed to satisfy its duty related thereto, Utility agrees to pay to Railroad (1) the actual cost of material plus Railroad's currently applicable

overhead percentages or rates (developed and published by the Accounting Department of Railroad) and (2) Railroad's "force account" charges as described in Section 13(B) in effect at the time of the performance of any such work, within thirty (30) days of the presentation of such bill(s) by Railroad. Railroad will, as soon as practical following Utility's request for work or materials to be furnished by Railroad, advise Utility of the estimated cost and expense thereof.

(B) Railroad's expense for wages ("force account" charges) and materials for any work performed at the expense of Utility pursuant to this Agreement shall include, but not be limited to, cost of railroad labor and supervision under AAR "force account" rules, plus current applicable overhead percentages, the actual cost of materials used, and insurance, freight and handling charges on such materials. Any equipment rentals shall be in accordance with Railroad's applicable fixed rental rate(s).

14. MODIFICATIONS FOR RAILROAD:

(A) Upon written request of Railroad, to accommodate any change in the railroad operations of Railroad or construction of new railroad facilities for Railroad or for its rail patrons, Utility, at Utility's sole cost and expense, shall promptly relocate, strengthen, support or otherwise protect or modify the Utility Facilities located in, under, over or upon the Corridor (any such requested action being referred to herein as a "Modification").

(B) Modifications shall be made only in accordance with plans and specifications approved by Railroad, which shall not unreasonably condition, withhold or delay its review and approval or any request for approval of changes to same.

(C) Railroad shall provide any necessary land for all Modifications without additional compensation from Utility.

(D) The Modification work of both Railroad and Utility shall be coordinated so that to the extent practical there shall be no interruption in electric service provided by Utility or in train service provided by Railroad.

15. THIRD PARTY RELOCATIONS, CHANGES:

(A) Where a change or relocation of Utility Facilities is required in order to accommodate any party other than Railroad or a Railroad rail patron, excluding any governmental agency, the costs of such Modification shall be paid by such third party or governmental agency.

(B) All such changes or relocations shall be designed and performed in compliance with the terms and conditions of this Agreement.

16. LIENS, TAXES:

Utility covenants and agrees to: (a) pay, redeem or bond-off any construction or mechanics/artisans' liens, and any other assessments, taxes, or governmental charges made against Railroad or the Corridor (excluding, however, any ad valorem taxes on the land or Railroad facilities in the Corridor) solely by reason of Utility's construction, alteration, maintenance, or use of the Corridor or Utility Facilities ("Liens"); and (b) reimburse Railroad, promptly upon bills rendered therefor, the full amount of any such Liens (provided the same are not being contested by Railroad or Utility in any appropriate proceeding), including penalties, interest, late fees, and any costs to defend or bond the same or to remove same from official records (except to the extent such penalties, etc., result from the delay by Railroad in notifying Utility of such liens, etc. and/or Railroad's failure to cooperate with Utility in contesting any such lien in any appropriate proceeding).

17. BRUSH CUTTING:

Utility shall be solely responsible for the clearing, cutting and trimming of all trees, brush and shrubs on the portion of the Corridor where Utility Facilities are located which may interfere with or be a menace to the continuous operation of Utility Facilities, and at any place(s) where Utility Facilities cross Railroad's tracks. Utility shall carry out its trimming in compliance with all applicable state or local laws and regulations. Railroad hereby grants, insofar as its title enables it to do so, an easement and license to enter upon Railroad's real property adjacent to the Corridor for the purpose of clearing, cutting and trimming any trees, brush and shrubs which Utility deems necessary for the proper maintenance of the Utility Facilities.

18. CONDEMNATION:

In the event of a taking of the Corridor or any portion thereof by the exercise of the power of eminent domain (or transfer in lieu thereof), Railroad and Utility shall each retain their rights pursuant to all applicable eminent domain laws.

19. TERMINATION, REMOVAL:

In the event Utility determines that all or part of any occupancy under this Agreement is no longer necessary or essential, Utility shall (a) remove from the Corridor such of the Utility Facilities as shall have been abandoned (unless said Utility Facilities have been abandoned in place with the prior approval of Railroad), (b) restore the Corridor to a condition reasonably satisfactory to Railroad, and (c) deliver to Railroad a (complete or partial) Release of this Agreement satisfactory to Railroad, in recordable form, with respect to such Utility Facilities.

20. TITLE LIMITS:

(A) Nothing herein shall be deemed to act as any warranty, guarantee, or representation of the quality of title of the Corridor occupied or used under this Agreement. Further, Utility shall not have or make any claims against Railroad for damages on account of any failure or insufficiency or deficiencies in title to such Corridor or any portion thereof covered by this Agreement.

(B) Upon receipt of any third party claims against Railroad or Railroad's title, or against Utility's right to use, occupy or possess the Corridor or to enjoy any rights hereunder, on the grounds that Railroad did not have sufficient rights, title or interest in such Corridor to grant this Easement or that any further right, title or interest in such Corridor is needed to allow the occupation or use thereof by Utility for its Utility Facilities, if Railroad elects not to contest the third party claim, then in addition to the rights of Utility set forth in Section 20(C), Utility may either: (1) defend such claims, at Utility's sole cost, with the cooperation of Railroad; or (2) vacate the Corridor and remove Utility Facilities therefrom.

(C) In the event Utility's rights pursuant to this Agreement shall be challenged by any third party on the grounds that Railroad did not have sufficient rights, title or interest in the Corridor to grant such rights, Railroad consents and agrees, insofar as it may lawfully do so, to the acquisition by Utility, at Utility's sole cost and expense, of necessary easement(s) in the Corridor, in and over the space and dimensions granted hereby, by (or in lieu of) the exercise of Utility's power of eminent domain; and Railroad shall make no claim against Utility for compensation for the same. In the event of such exercise by Utility, the terms and provisions of this Agreement shall survive as between Railroad and Utility and shall apply to the easement(s) so acquired.

(D) In the event of any conveyance by Railroad of any portion of the Corridor occupied by Utility Facilities, Railroad shall subject its conveyance to all rights conveyed to Utility by this Agreement.

21. FILING, COSTS:

Utility hereby agrees to pay all costs and fees in conjunction with the filing or recording of this Agreement, or any Memorandum thereof, in any public records or with any public agency or subdivision.

22. GENERAL PROVISIONS:

(A) If any part, section or paragraph of this Agreement is determined to be invalid, illegal, or unenforceable, for any reason, such determination shall not affect the validity, legality, or enforceability of all other parts of this Agreement.

(B) This Agreement consolidates all pre-existing unrecorded prior longitudinal occupation agreements between Railroad (and/or various of its predecessor entities) and Utility (and its predecessor entities). Railroad and Utility acknowledge and agree that by entering into this Agreement Utility does not intend to lose any priority of rights it may have had vis-a-vis any person who or which entered into a recorded or unrecorded agreement affecting any part of the Corridor between the date of such prior document and the date of recording of this Agreement. Railroad and Utility agree that such prior documents remain in effect only to the extent necessary to assure the maintenance of the status quo ante of rights described in this Paragraph (B).

(C) The words "Railroad" and "Utility" used herein shall be construed as if they read "Railroads" and "Utilities", respectively, whenever the sense of this Agreement so requires.

(D) The terms "satisfactory" or "satisfaction" herein shall mean a decision by Railroad's Chief Engineer or applicable Division Engineer, based upon a reasonable application of established engineering and/or safety standards of Railroad's industry.

(E) The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns including any mortgagee or creditor of Utility in the event of a foreclosure or collateral assignment by Utility of its rights hereunder.

(F) This Agreement shall be governed by the laws of the State of Alabama.

(G) The rights given to Railroad and Utility herein are in addition to any rights that may be given to Railroad or Utility by any statute, at law or in equity, Utility specifically retaining: (a) its rights of eminent domain as vested in it by the laws of the United States of America and the State of Alabama; and (b) the ability and power of exercising such rights in all events.

(H) Irrespective of whether stated in any particular provision of this Agreement, where approvals or consents of Railroad or Utility are required, such approvals and consents shall not be unreasonably withheld, conditioned or delayed.

23. NOTICE:

(A) Any notice from one party to the other permitted or required hereunder shall be deemed made or given by depositing the same in U. S. Mail, postage prepaid or by hand delivery as follows:

If to Utility:

Alabama Power Company
P. O. Box 2641
600 North 18th Street
Birmingham, Alabama 35291-2641
Attention: Corporate Real Estate
Vice President
Telephone No. 205/250-2907
Fax No. 205/250-1220

If to Railroad:

CSX Transportation, Inc.
6737 Southpoint Drive South
Suite 100
Jacksonville, Florida 32216-0996
Attention: Mr. T. R. Jackson, AVP
CSX Real Property, Inc.
Telephone No. 904/279-4515
Fax No. 904/279-4586

(B) Notice given by mail shall be deemed given three (3) days after mailing. Notice by hand delivery (whether by a party hereto or by independent courier service) shall be deemed given when received.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate counterparts (any one of which may be recorded as an original but which shall constitute but one agreement), as of the day and year first written above.

Witness(es) for Railroad:

Kathryn Barnwell

Robert L. Wheeler

(Corporate Seal)

CSX TRANSPORTATION, INC.:

By Christina J. Oglethorpe
Title: Vice President

Attest Joyce A. Oglethorpe (SEAL)
Assistant Secretary

Appd. as to
Legal Form

Witness(es) for Utility:

Jerry R. Horn

Celia Shortt

(Corporate Seal)

ALABAMA POWER COMPANY:

By Susan N. Knight
Susan N. Knight
Title: Vice President,
Corporate Real
Estate

Attest St. E. Knight (SEAL)
Asst. Secretary

STATE OF FLORIDA)
) SS.
COUNTY OF DUVAL)

Robert L. Whealton

I, _____, a
Notary Public of the State of Florida, County of Duval, do certify
that, on the date below, before me in said County came _____

Patricia J. Aftoora

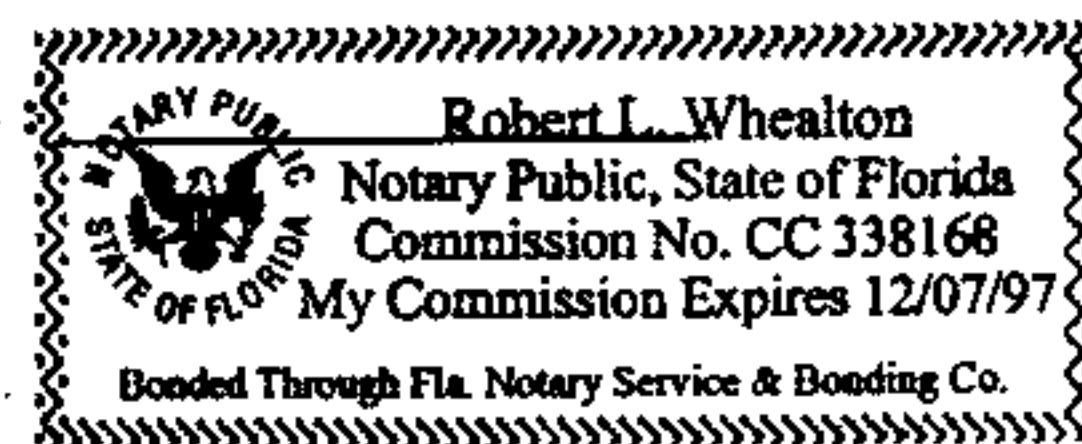
(_____) satisfactorily proven to me by
current evidence (_____) to be, or
(✓_____) personally known to me to be the person whose
name is subscribed to the above Perpetual Nonexclusive Easement
Agreement, who, being by me first duly sworn, did make oath,
acknowledge, and say that: s/he resides in Jacksonville, Duval
County, Florida; s/he is Vice President

_____ of CSX Transportation, Inc., the
corporation described in and which executed said instrument; s/he
and said corporation are fully informed of the contents of the
instrument; s/he knows the seal of said corporation; the seal
affixed to said instrument is such seal; it was so affixed by
authority of the Board of Directors of said corporation; s/he also
executed the same voluntarily for said corporation pursuant to
Board authority and acting in his/her capacity as such officer; and
said instrument is the voluntary and free act of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal
this 30th day of September, 1994.

Robert L. Whealton (SEAL)
Notary Public
County of Duval

My commission expires



STATE OF Florida)

COUNTY OF Pinellas)

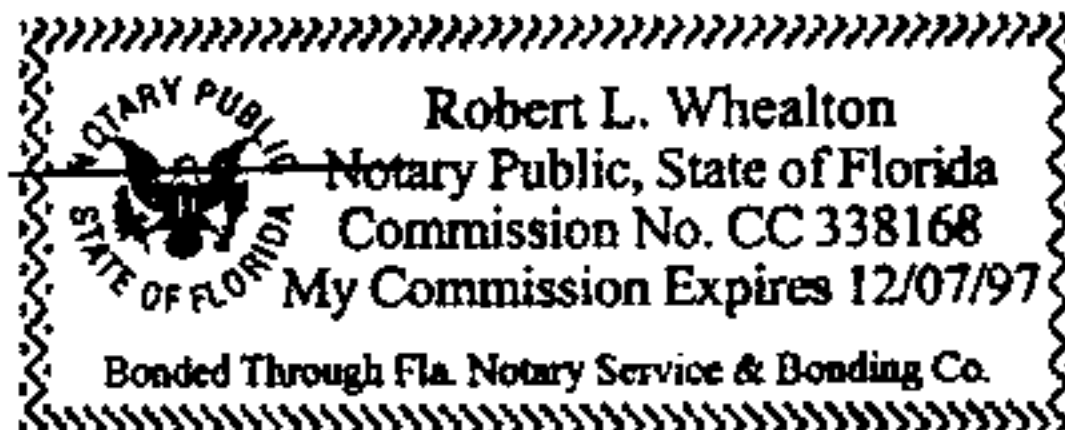
I, Robert L. Whealton, a Notary Public in and for said County in said State, hereby certify that Patricia J. Aftoora, whose name as Vice President of CSX Transportation, Inc., a Virginia corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, 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 this the 30th day of September, 1994.

Robert L. Whealton
Notary Public

NOTARIAL SEAL

My commission expires:



STATE OF ALABAMA)
) SS.
COUNTY OF JEFFERSON)

I, the undersigned, Jerry D. Roberson, a Notary Public in and for said County in said State, hereby certify that Susan N. Knight, whose name as Vice President 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, she, as such officer and will full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 26 day of September, 1994.

J. D. Roberson
Notary Public, State at Large

My commission expires: 6-16-97

NOTE:

- (1) On July 1, 1967 the Atlantic Coast Line Railroad Company merged with the Seaboard Air Line Railroad Company to form the Seaboard Coast Line Railroad Company.
- (2) On December 29, 1982 the Louisville and Nashville Railroad Company merged into Seaboard Coast Line Railroad Company, and the name of the surviving corporation was changed to Seaboard System Railroad, Inc.
- (3) On July 1, 1986, Seaboard System Railroad, Inc. changed its name to CSX Transportation, Inc.
- (4) The Western Railway of Alabama ("WRA") is a wholly-owned subsidiary of CSX Transportation, Inc. ("CSXT").

EXHIBIT APC-40

(intentionally omitted)



TWP. 12 S, RANGE 7 E.

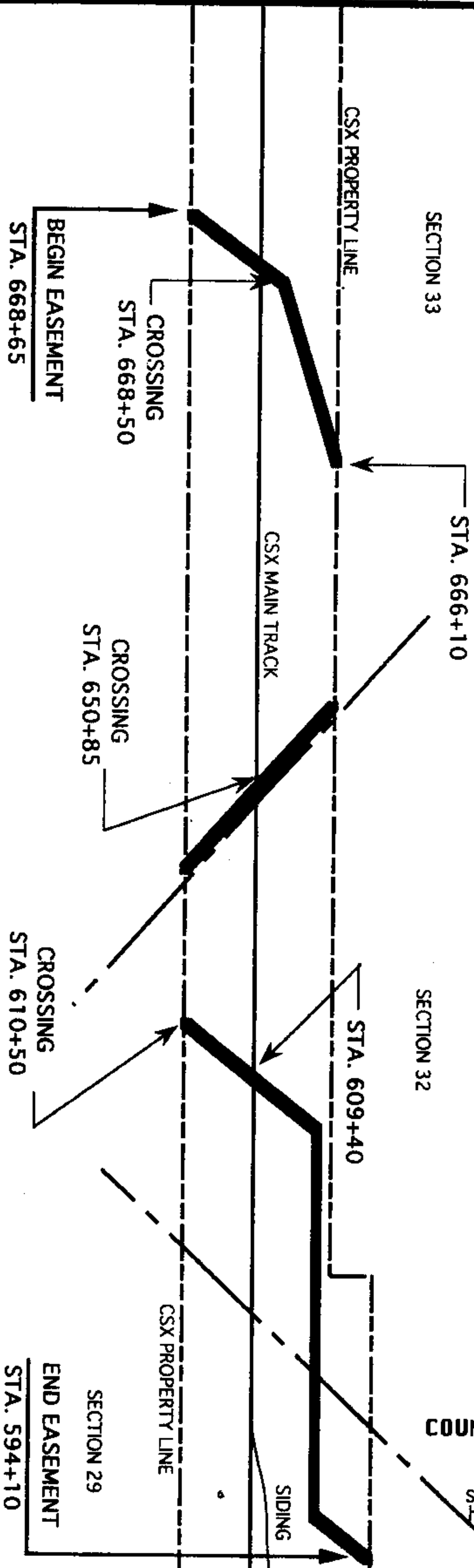
(MILE POST)
534

STA 647+85

(MILE POST)
535

STA 594+79

COUNTY ROAD 475



PART OF SECTIONS 29, 32 AND 33, TWP. 12 S, RANGE 7 E. GLENCOE ALABAMA AND DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON CSX NORTHEASTERN PROPERTY LINE AT STATION 668+65 BEING 2,080 FEET SOUTHEAST OF MILE POST 534; THENCE IN A NORTHEASTERLY DIRECTION, CROSSING CSX MAIN TRACK AT STATION 668+50, TO CSX SOUTHWESTERN PROPERTY LINE AT STATION 666+10 WHERE IT LEAVES CSX PROPERTY TO REENTER AT STA. 610+50 AND CROSSES BACK TO THE SOUTHWEST SIDE OF CSX MAIN TRACK; THENCE IN A GENERALLY NORTHWESTERN DIRECTION TO THE POINT OF ENDING AT STA. 594+10 BEING ON CSX SOUTHWESTERN PROPERTY LINE; FOR A TOTAL LENGTH OF 2,084 FEET.

GLENCOE, ALABAMA
AGREEMENT NO. LN-22367
DATED 01/18/26
APC. DRAWING NO.

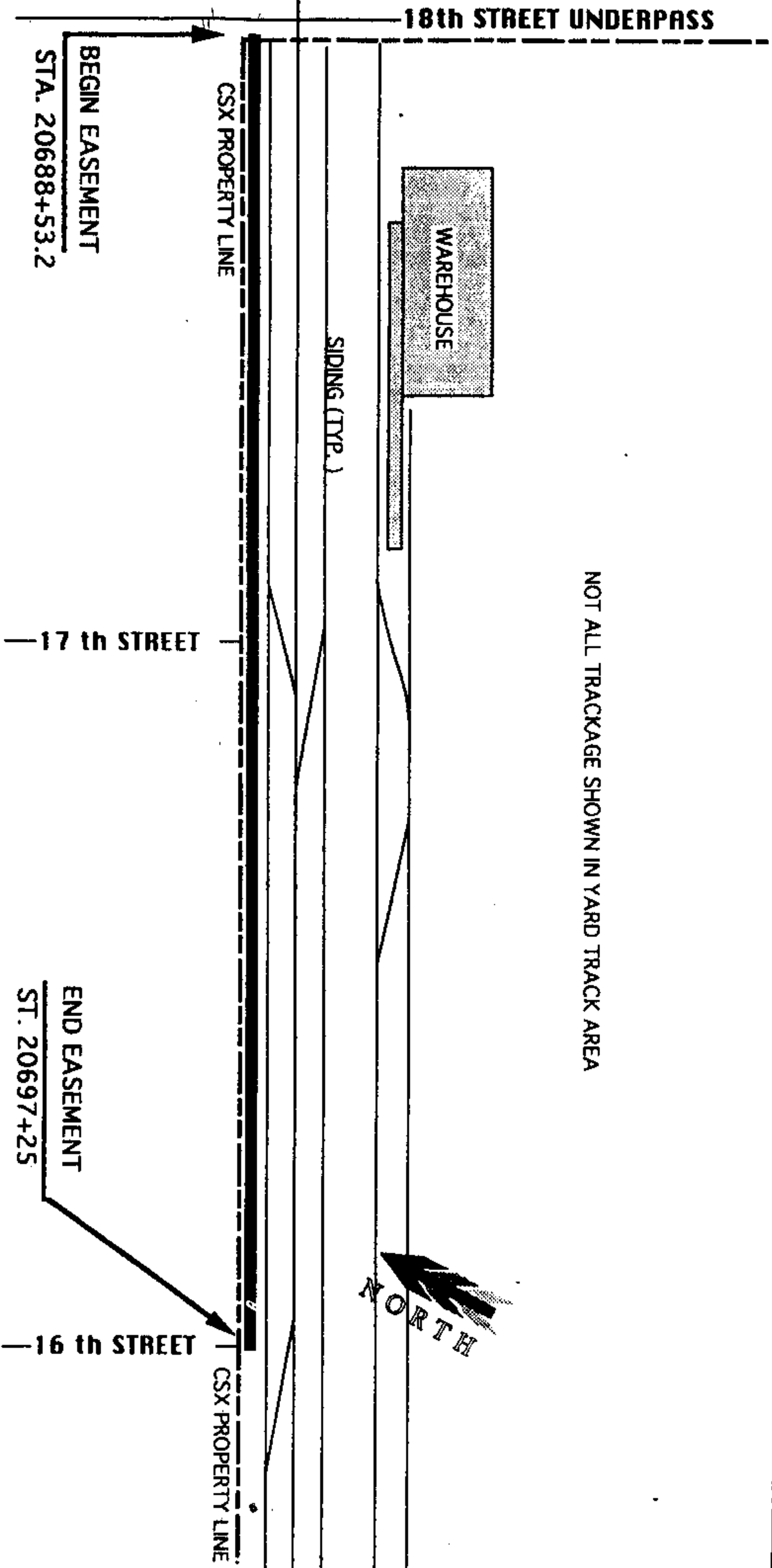
LEGEND
EASEMENT LINE, L= 2,084 FT.
CSXT PROPERTY LINES

EXHIBIT APC-1

CSX TRANSPORTATION, INC.
NON EXCLUSIVE AERIAL EASEMENT FOR
A SINGLE 66KV LINE TO
ALABAMA POWER COMPANY
ETOWAH COUNTY ALABAMA

DATE: 8/19/92	VALUATION SEC.
SCALE: NOT TO SCALE	V.S. V54/S54 & 55
DRAWN BY: WEB	
REV.	

NOT ALL TRACKAGE SHOWN IN YARD TRACK AREA



PART OF BIRMINGHAM, ALABAMA AND DESCRIBED AS FOLLOWS:
BEGINNING ON THE WESTERN LINE OF 18th STREET AT CSX VALUATION
STATION 20688+53.2 BEING ON THE NORTHERN PROPERTY LINE OF CSX
THENCE IN A SOUTHWESTERN DIRECTION TO THE POINT OF ENDING ON
THE NORTHEASTERN LINE OF 16th STREET; FOR A TOTAL DISTANCE OF
872 FEET.

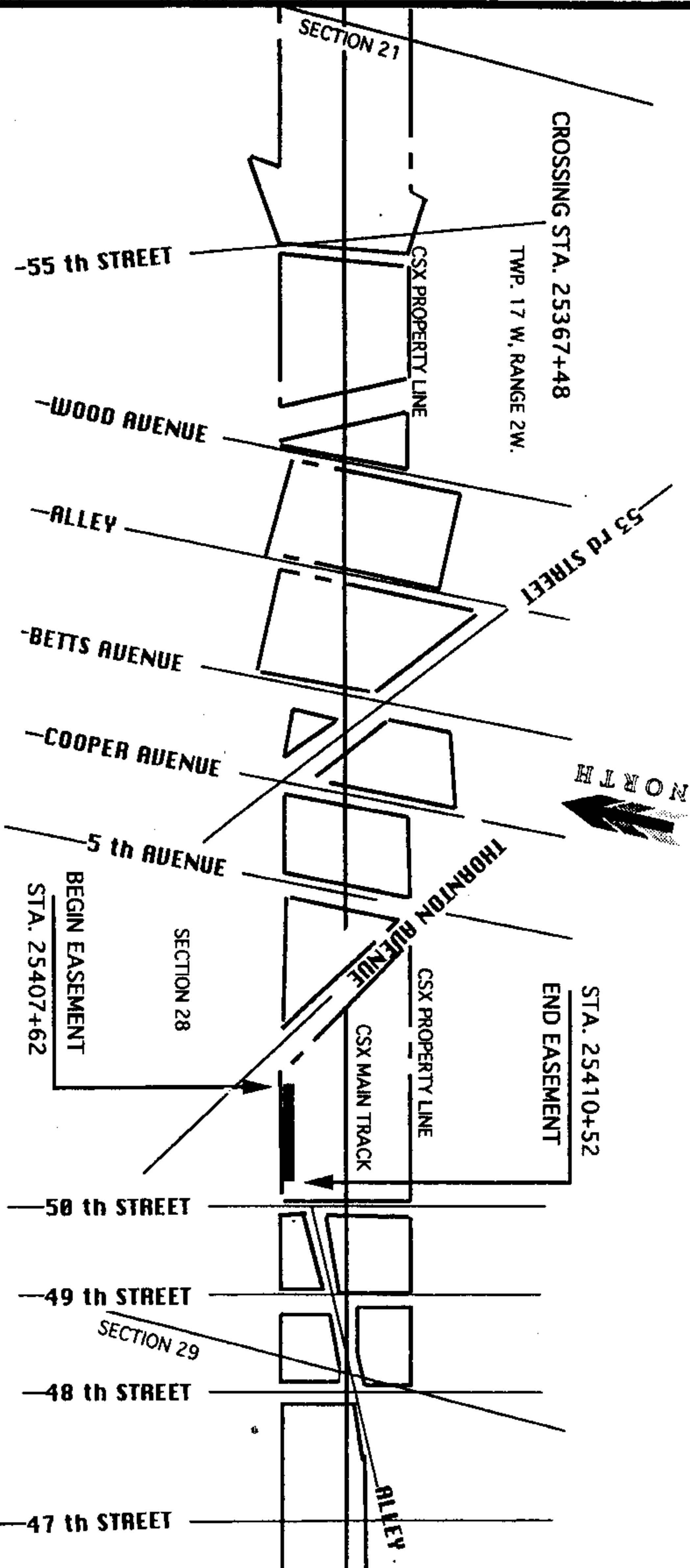
BIRMINGHAM, ALABAMA
AGREEMENT NO. LN-14543002
DATED 11/26/30
APCO. DRAWING NO. R-14721

LEGEND
EASEMENT LINE, L= 872 FT.
CSXT PROPERTY LINES

EXHIBIT APC -2

CSX TRANSPORTATION, INC.
NON EXCLUSIVE AERIAL EASEMENT FOR
A SINGLE 12 KV LINE TO
ALABAMA POWER COMPANY
JEFFERSON COUNTY ALABAMA

DATE: 9/09/92	VALUATION SEC.
SCALE: NOT TO SCALE	V.S. 43/SS-6
DRAWN BY: WEB	
REV.	



BEING PART OF SECTIONS 28 TWP. 17 W., RGE. 2W., BIRMINGHAM, JEFFERSON COUNTY, ALABAMA DESCRIBED AS FOLLOWS:
 BEGINNING AT A POINT ON CSX NORTHERN PROPERTY LINE AT VALUATION STATION 25407+62 BEING 200' EAST OF THE WEST LINE OF THORNTON STREET; THENCE IN A WESTERN DIRECTION TO THE POINT OF ENDING ON CSX NORTHERN PROPERTY LINE AT STATION 25410+52 BEING 230 FEET EAST OF 50TH STREET; FOR A TOTAL LENGTH OF 290 FEET.

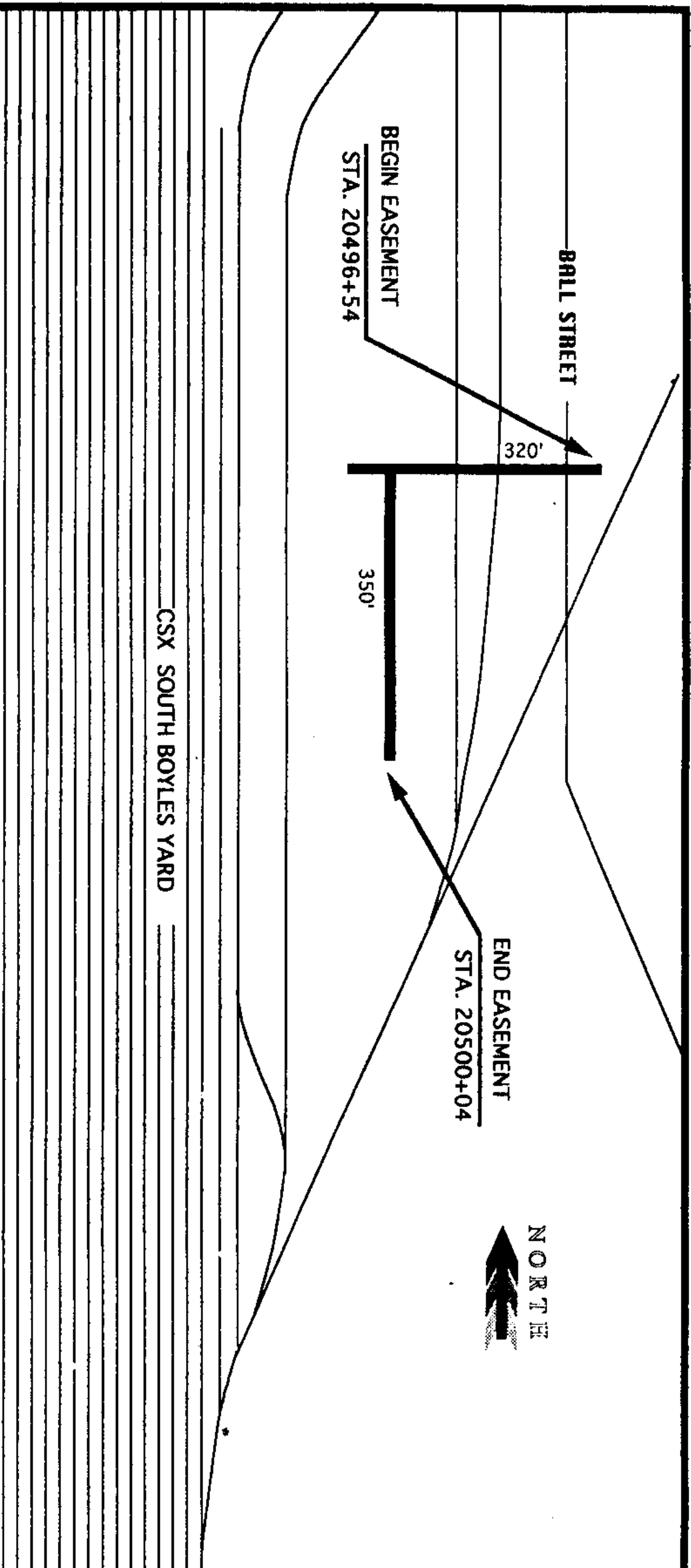
BIRMINGHAM, ALABAMA
 AGREEMENT NO. SAL-52158
 DATED 04/09/56
 APC. DRAWING NO. C-F-104845

LEGEND
 — EASEMENT LINE, L= 290 -F.T.
 - - - - - CSXT PROPERTY LINES

EXHIBIT APC-3

CSX TRANSPORTATION, INC.
 NON EXCLUSIVE AERIAL EASEMENT FOR
 A SINGLE 13.2KV LINE TO
 ALABAMA POWER COMPANY
 JEFFERSON COUNTY ALABAMA

DATE: 8/19/92	VALUATION SEC.
SCALE: NOT TO SCALE	V.S. V1A/L2/S17 b
DRAWN BY: WEB	
REV.	



PART OF CSX BOYLES YARD, BIRMINGHAM, JEFFERSON COUNTY, ALABAMA
AND DESCRIBED AS FOLLOWS:
BEGINNING AT THE WESTERN SIDE OF BALL STREET OPPOSITE CSX VALUATION
STATION 20496+54; THENCE IN A WESTERN DIRECTION, CROSSING VARIOUS
YARD SIDE TRACKS A DISTANCE OF 320 FEET TO A POINT; THENCE IN A
SOUTHERN DIRECTION A DISTANCE OF 350 FEET TO THE POINT OF ENDING BEING
AT STATION 20500+04; FOR A TOTAL LENGTH OF 690 FEET ALL OF WHICH
LOCATES WITHIN BOYLES YARD, WEST OF THE SOUTH YARD.

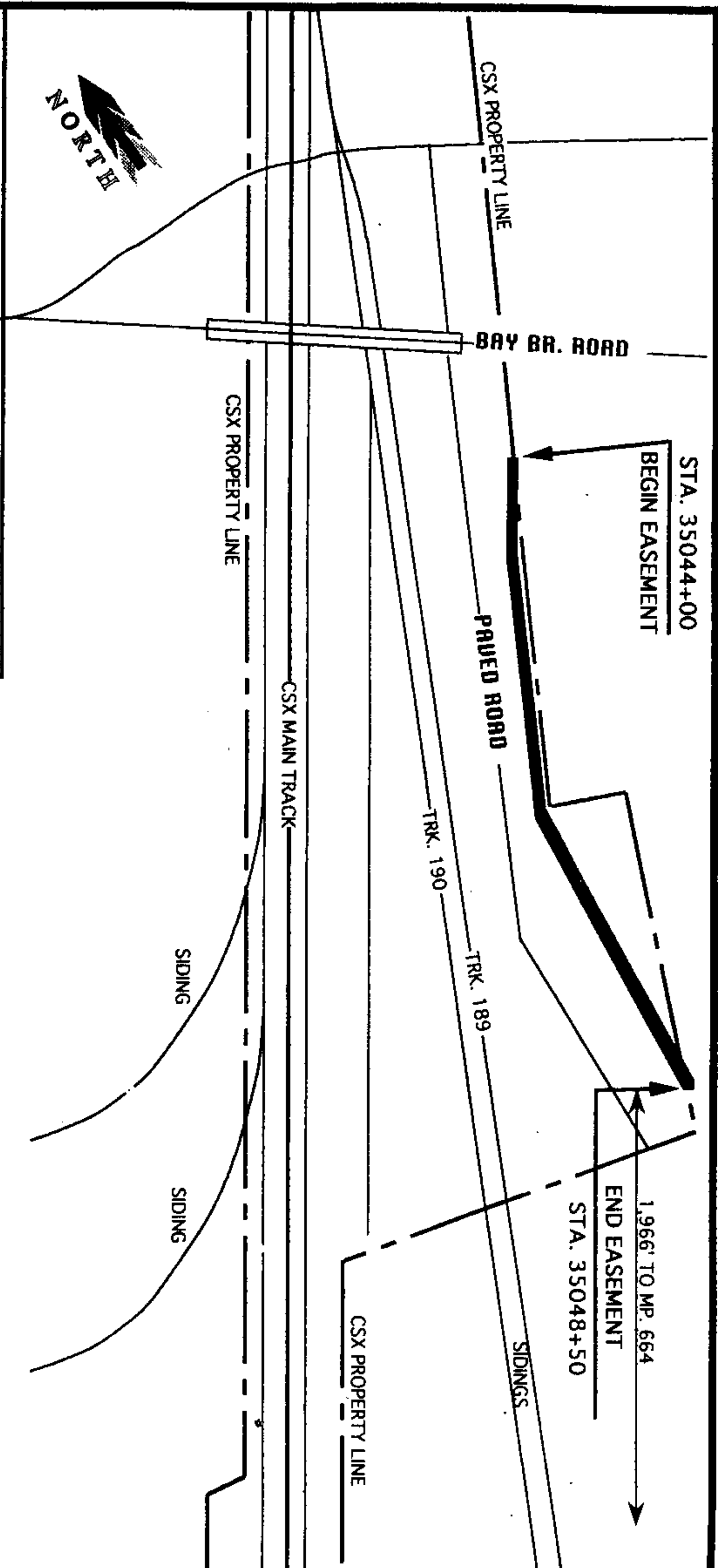
BIRMINGHAM, ALABAMA
AGREEMENT NO. SBD-4863
DATED 01/10/84
APC. DRAWING NO.

LEGEND
EASEMENT LINE, L= 690 FT.
CSXT PROPERTY LINES

EXHIBIT APC-4

CSX TRANSPORTATION, INC.
NON EXCLUSIVE AERIAL EASEMENT FOR
A SINGLE 13.2KV LINE TO
ALABAMA POWER COMPANY
JEFFERSON COUNTY ALABAMA

DATE: 8/19/92	VALUATION SEC.
SCALE: NOT TO SCALE	V.S. V43/S2
DRAWN BY: WEB	
REV.	



PART OF MOBILE, MOBILE COUNTY, ALABAMA, AND DESCRIBES AS FOLLOWS:
 BEGINNING ON CSX WESTERN PROPERTY LINE OPPOSITE VALUATION STATION 35044+00 BEING ON THE SOUTHERN SIDE OF BAY BRIDGE ROAD THENCE IN A GENERALLY SOUTHERN DIRECTION TO THE POINT OF ENDING ON CSX WESTERN PROPERTY LINE OPPOSITE VALUATION STATION 25048+50 BEING 1,966 FEET NORTHEAST ON MILE POST 664; FOR A TOTAL LENGTH OF 450 FEET.

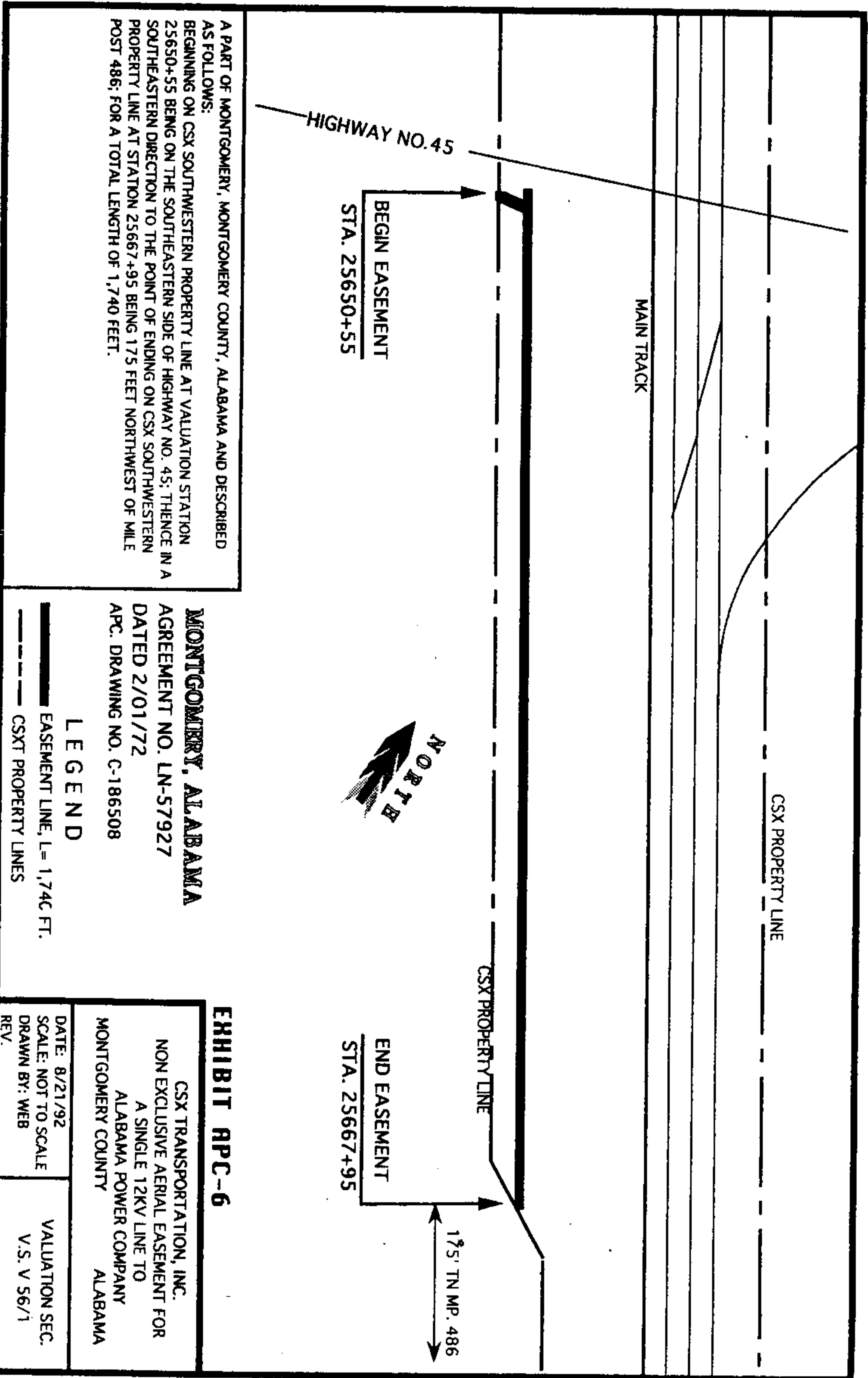
MOBILE, ALABAMA
 AGREEMENT NO. SBD-100142
 DATED 4/25/86
 APC. DRAWING NO.

LEGEND
 EASEMENT LINE, L= 450 FT.
 CSXT PROPERTY LINES

EXHIBIT APC-5

CSX TRANSPORTATION, INC.
 NON EXCLUSIVE AERIAL EASEMENT FOR
 A SINGLE 23KV LINE TO
 ALABAMA POWER COMPANY
 MOBILE COUNTY ALABAMA

DATE: 8/21/92	VALUATION SEC.
SCALE: NOT TO SCALE	V.S. V67A/S-O
DRAWN BY: WEB	
REV.	



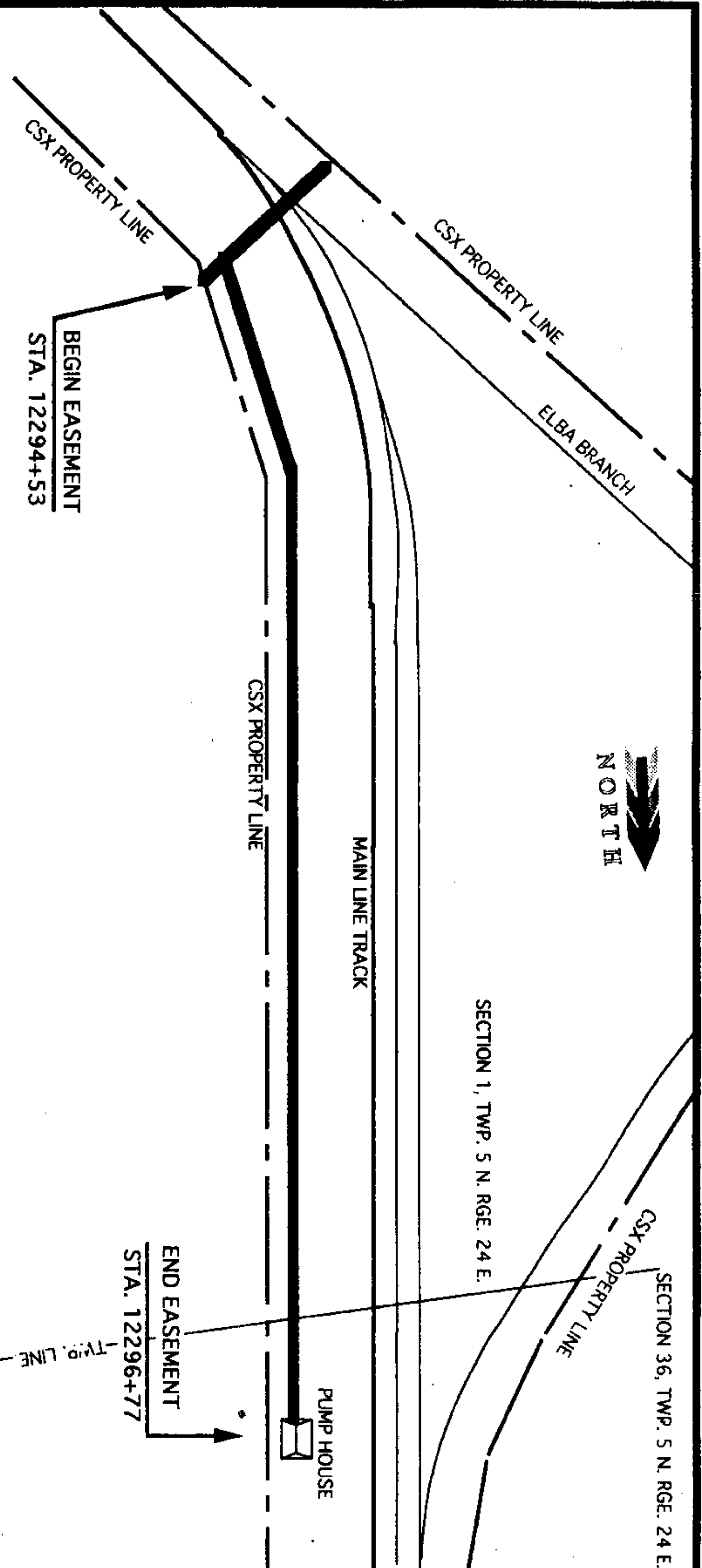
A PART OF MONTGOMERY, MONTGOMERY COUNTY, ALABAMA AND DESCRIBED AS FOLLOWS:
BEGINNING ON CSX SOUTHWESTERN PROPERTY LINE AT VALUATION STATION 25650+55 BEING ON THE SOUTHEASTERN SIDE OF HIGHWAY NO. 45; THENCE IN A SOUTHEASTERN DIRECTION TO THE POINT OF ENDING ON CSX SOUTHWESTERN PROPERTY LINE AT STATION 25667+95 BEING 175 FEET NORTHWEST OF MILE POST 486; FOR A TOTAL LENGTH OF 1,740 FEET.

MONTGOMERY, ALABAMA
AGREEMENT NO. LN-57927
DATED 2/01/72
APC. DRAWING NO. C-186508

EXHIBIT APC-6
CSX TRANSPORTATION, INC.
NON EXCLUSIVE AERIAL EASEMENT FOR
A SINGLE 12KV LINE TO
ALABAMA POWER COMPANY
MONTGOMERY COUNTY ALABAMA

DATE: 8/21/92
SCALE: NOT TO SCALE
DRAWN BY: WEB
REV.

VALUATION SEC.
V.S. V 56/1



BEGIN EASEMENT
STA. 12294+53

END EASEMENT
STA. 12296+77

PUMP HOUSE



PART OF SECTION 1, TWP. 5 N. RGE. 24 E. AND SECTION 36, TWP. 5 N. RGE. 24 E. WATERFORD, DALE COUNTY, ALABAMA AND DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON CSX EASTERN PROPERTY LINE AT STATION 12294+53 BEING NORTHWEST OF THE SOUTHERN MOST SWITCH OF THE ELBA BRANCH; THENCE IN A GENERALLY NORTHERN DIRECTION TO THE POINT OF ENDING AT STATION 12296+77 BEING AN EXISTING PUMP HOUSE TOGETHER WITH A CROSSING OF CSX MAIN TRACK FROM THE NORTHEAST TO THE SOUTHWEST AT STATION 12294+53; FOR A TOTAL LENGTH OF 1,095 FEET.

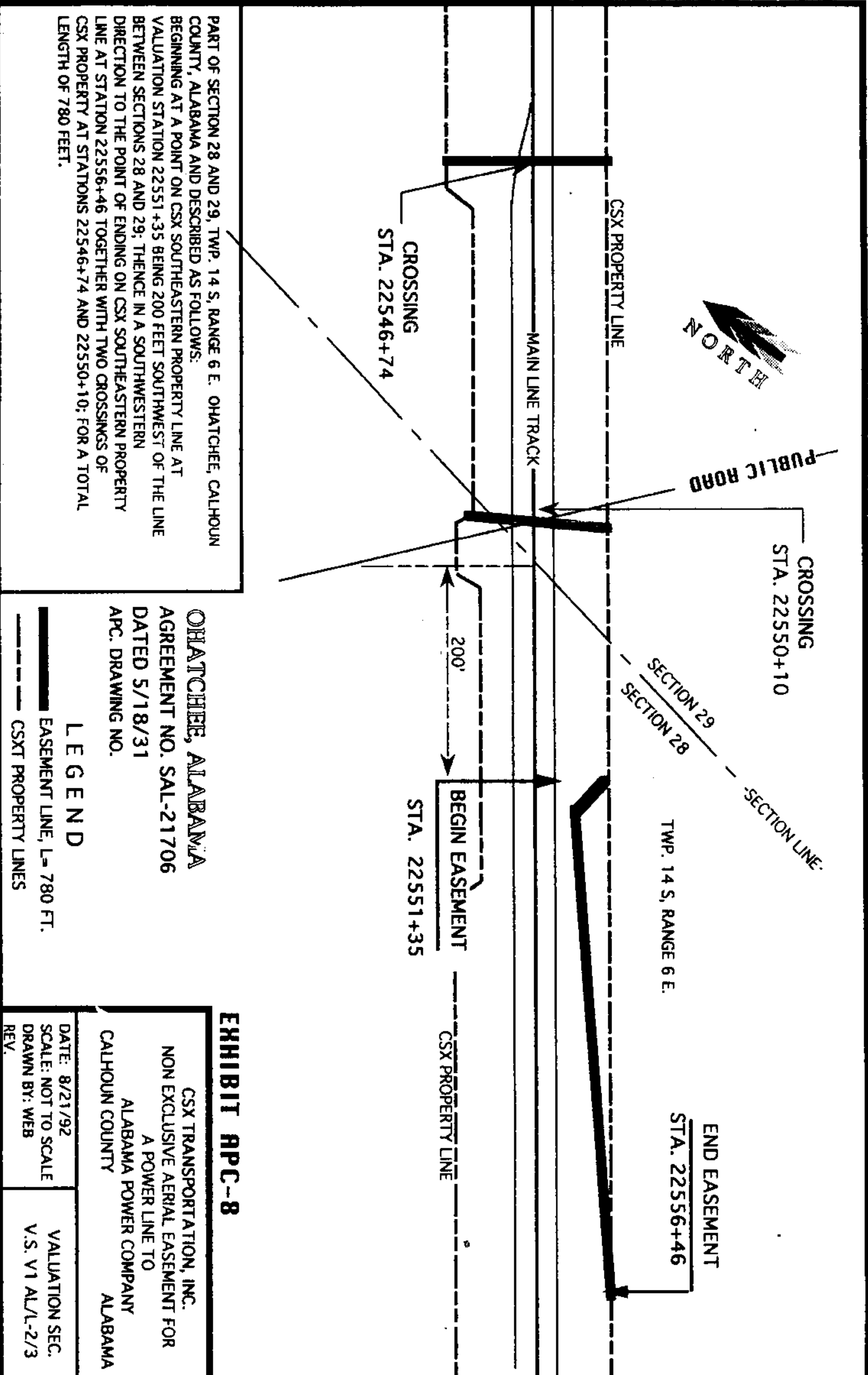
WATERFORD, ALABAMA
AGREEMENT NO. ACL-A-730
DATED 6/13/29
APC. DRAWING NO.

LEGEND
EASEMENT LINE, L= 1,095 FT.
CSXT PROPERTY LINES

EXHIBIT APC-7

CSX TRANSPORTATION, INC.
NON EXCLUSIVE AERIAL EASEMENT FOR
A SINGLE 12 KV LINE TO
ALABAMA POWER COMPANY
DALE COUNTY
ALABAMA

DATE: 8/21/92	VALUATION SEC.
SCALE: NOT TO SCALE	V.S. V1AL/21
DRAWN BY: WEB	
REV.	



PART OF SECTION 28 AND 29, TWP. 14 S, RANGE 6 E. OHATCHEE, CALHOUN COUNTY, ALABAMA AND DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON CSX SOUTHEASTERN PROPERTY LINE AT VALUATION STATION 22551+35 BEING 200 FEET SOUTHWEST OF THE LINE BETWEEN SECTIONS 28 AND 29; THENCE IN A SOUTHWESTERN DIRECTION TO THE POINT OF ENDING ON CSX SOUTHEASTERN PROPERTY LINE AT STATION 22556+46 TOGETHER WITH TWO CROSSINGS OF CSX PROPERTY AT STATIONS 22546+74 AND 22550+10; FOR A TOTAL LENGTH OF 780 FEET.

OHATCHEE, ALABAMA
AGREEMENT NO. SAL-21706
DATED 5/18/31
APC. DRAWING NO.

LEGEND
EASEMENT LINE, L= 780 FT.
CSXT PROPERTY LINES

EXHIBIT APC-8

CSX TRANSPORTATION, INC.
NON EXCLUSIVE AERIAL EASEMENT FOR
A POWER LINE TO
ALABAMA POWER COMPANY
CALHOUN COUNTY ALABAMA

DATE: 8/21/92
SCALE: NOT TO SCALE
DRAWN BY: WEB
REV.
VALUATION SEC.
V.S. V1 AL/L-2/3

STA. 13+03.25

BEGIN EASEMENT

CSX PROPERTY LINE

JEFF DAVIS STREET

CSX MAIN LINE TRACK

NORFOLK SOUTHERN TRK

LAVENDER STREET

SECTION 31, TWP. 17 S, RANGE 10 E.

PLANT STREET

END EASEMENT

STA. 20+84.25

CSX PROPERTY LINE

CSX PROPERTY LINE

EXISTING POWER LINE



PART OF SECTION 31, TWP. 17 S, RANGE 10 E. SELMA, DALLAS COUNTY, ALABAMA AND DESCRIBED AS FOLLOWS
BEGINNING AT A POINT ON CSX NORTHERN PROPERTY LINE AT VALUATION STATION 13+03.25; THENCE IN A GENERALLY WESTERN DIRECTION TO THE POINT OF ENDING AT STATION 20+84.25 BEING THE WESTERN SIDE OF PLANT STREET ALSO BEING A CONNECTION WITH AN EXISTING POWER LINE; FOR A TOTAL LENGTH OF 800 FEET

SELMA, ALABAMA
AGREEMENT NO. LN-35114
DATED 9/30/46
APC. DRAWING NO.

LEGEND

— EASEMENT LINE, L= 800 FT.

--- CSXT PROPERTY LINES

EXHIBIT APC-10

CSX TRANSPORTATION, INC.
NON EXCLUSIVE AERIAL EASEMENT FOR
A SINGLE 44 & 12 KV LINE TO
ALABAMA POWER COMPANY
DALLAS COUNTY ALABAMA

DATE: 8/22/92
SCALE: NOT TO SCALE
DRAWN BY: WEB
REV.

VALUATION SEC.
V.S. V 66/57 A 1



SECTION 6 TWP. 16 S, RANGE 11 E.

(MILE POST)
718

STA. 5824+45

END EASEMENT

STA 5825+09

BEGIN EASEMENT

STA. 5821+24

MAIN LINE TRACK SO. AL.

385'

CSX PROPERTY LINE

CSX PROPERTY LINE

PART OF SECTION 6 TWP. 16 S, RANGE 11 E. SELMA, DALLAS COUNTY, ALABAMA AND DESCRIBED AS FOLLOWS:
BEGINNING AT AN EXISTING POWER POLE LOCATED ON THE SOUTHWESTERN SIDE OF CSX MAIN TRACK AT VALUATION STATION 5821+24 BEING 385 FEET SOUTHEAST OF CSX MILE POST 718; THENCE IN A WESTERN DIRECTION TO THE POINT OF ENDING ON CSX WESTERN PROPERTY LINE AT STATION 5824+45; FOR A TOTAL LENGTH OF 321 FEET.

SELMA, ALABAMA
AGREEMENT NO. LN-50109
DATED 3/11/64
APC. DRAWING NO.

LEGEND

———— EASEMENT LINE, L= 321 FT.

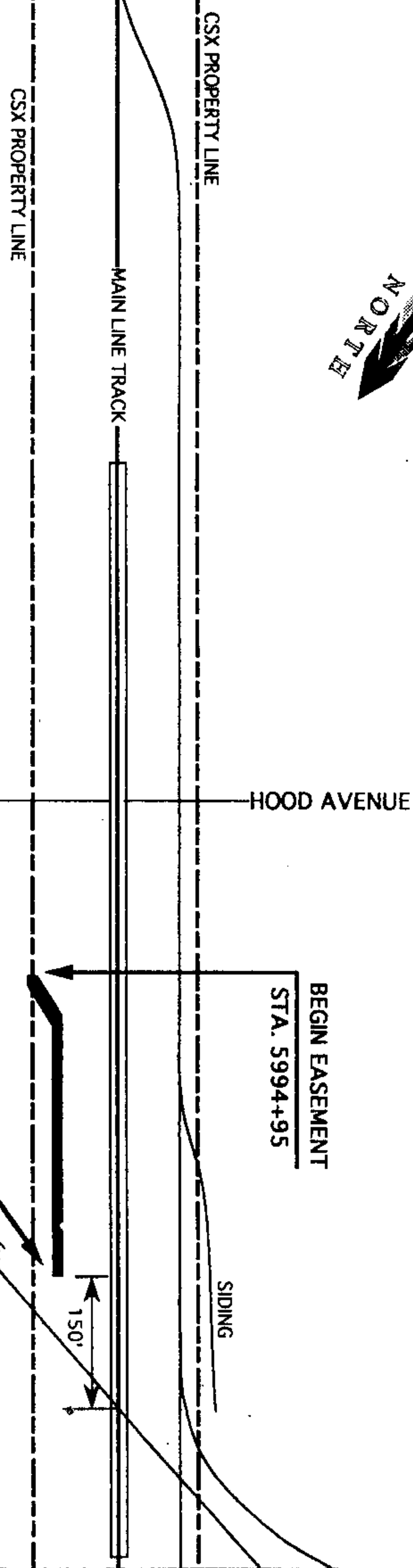
----- CSXT PROPERTY LINES

EXHIBIT APC-11

CSX TRANSPORTATION, INC.
NON EXCLUSIVE AERIAL EASEMENT FOR
A SINGLE 120 VOLTS LINE TO
ALABAMA POWER COMPANY
DALLAS COUNTY ALABAMA

DATE: 8/221/92
SCALE: NOT TO SCALE
DRAWN BY: WEB
REV.

VALUATION SEC.
V.S. V66/56



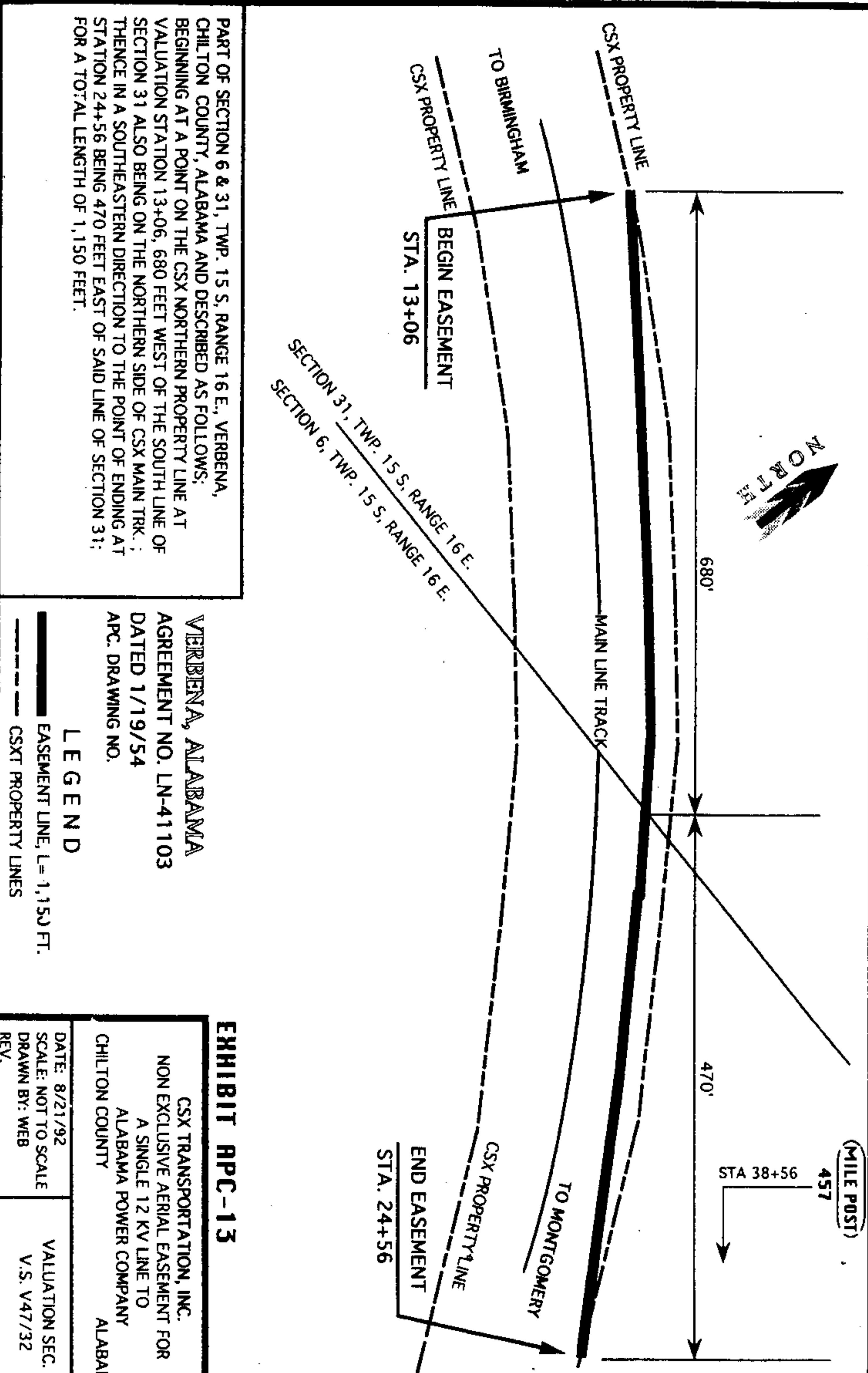
PART OF SECTION 10 TWP. 12 S, RANGE 6 E. GOODYEAR, ETOWAH COUNTY, ALABAMA AND DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON CSX NORTHEASTERN PROPERTY LINE AT VALUATION STATION 5994+95 BEING 540 FEET SOUTHEAST OF THE INTERSECTION FORMED BY THE CENTERLINE OF MAIN TREK. AND THE NORTH LINE OF SECTION 10; THENCE IN A NORTHWESTERN DIRECTION TO THE POINT OF ENDING AT STATION 5998+34 BEING 150 FEET SOUTHEAST OF SAID INTERSECTION; FOR A TOTAL LENGTH OF 339 FEET.

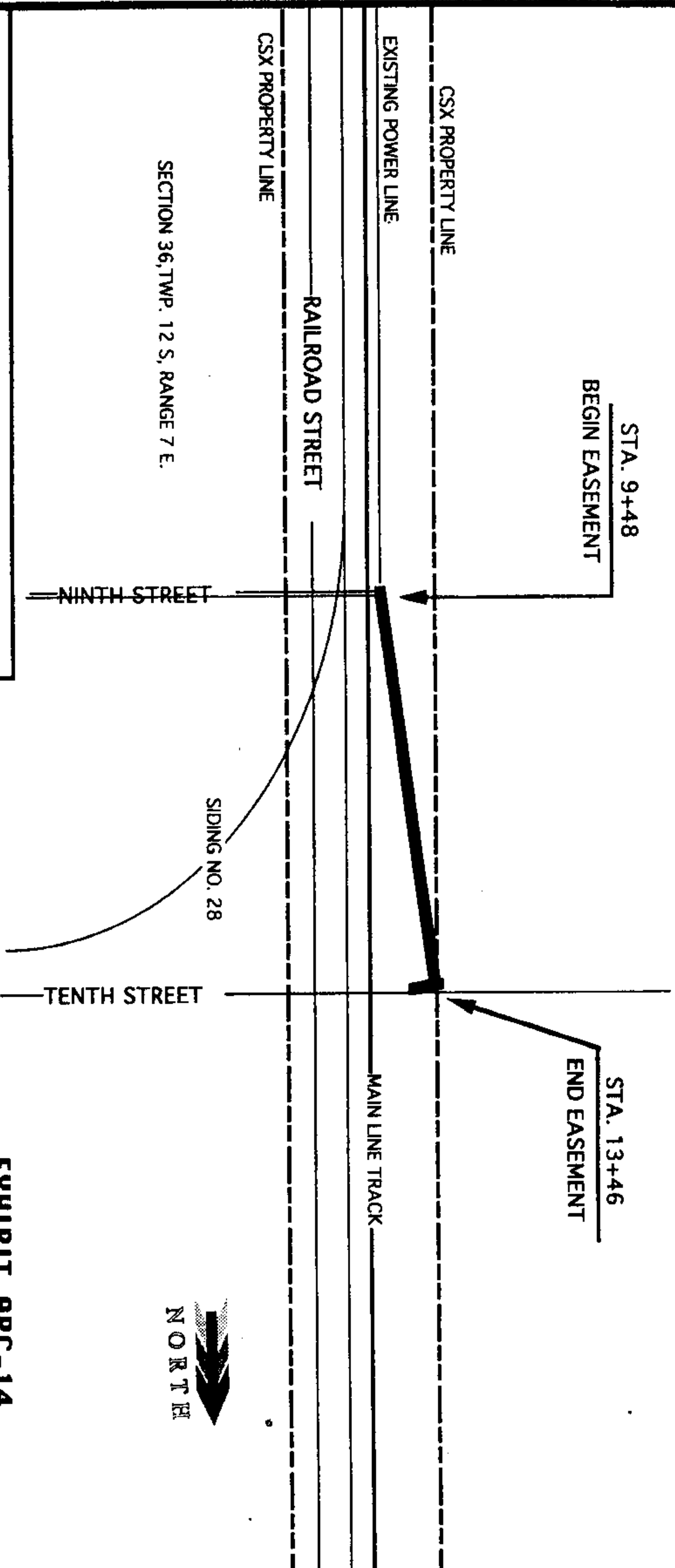
GOODYEAR, ALABAMA
AGREEMENT NO. LN-51031
DATED 4/05/65
APC. DRAWING NO.

- LEGEND
- EASEMENT LINE, L= 339 FT.
 - CSXT PROPERTY LINES

EXHIBIT APC-12

CSX TRANSPORTATION, INC. NON EXCLUSIVE AERIAL EASEMENT FOR A SINGLE 12 KV LINE TO ALABAMA POWER COMPANY ETOWAH COUNTY ALABAMA	
DATE: 8/21/92 SCALE: NOT TO SCALE DRAWN BY: WEB REV.	VALUATION SEC. V.S. V54/57





PART OF SECTION 36, TWP. 12 S, RANGE 7 E., MONTGOMERY, MONTGOMERY COUNTY, ALABAMA AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST SIDE OF CSX MAIN TRACK AT STATION 9+48 BEING ON THE NORTH SIDE OF NINTH STREET EXTENDED; THENCE IN A NORTHWESTERN DIRECTION TO THE POINT OF ENDING ON CSX WESTERN PROPERTY LINE AT STATION 13+46 BEING ON THE SOUTH SIDE OF TENTH STREET; FOR A TOTAL LENGTH OF 399 FEET.

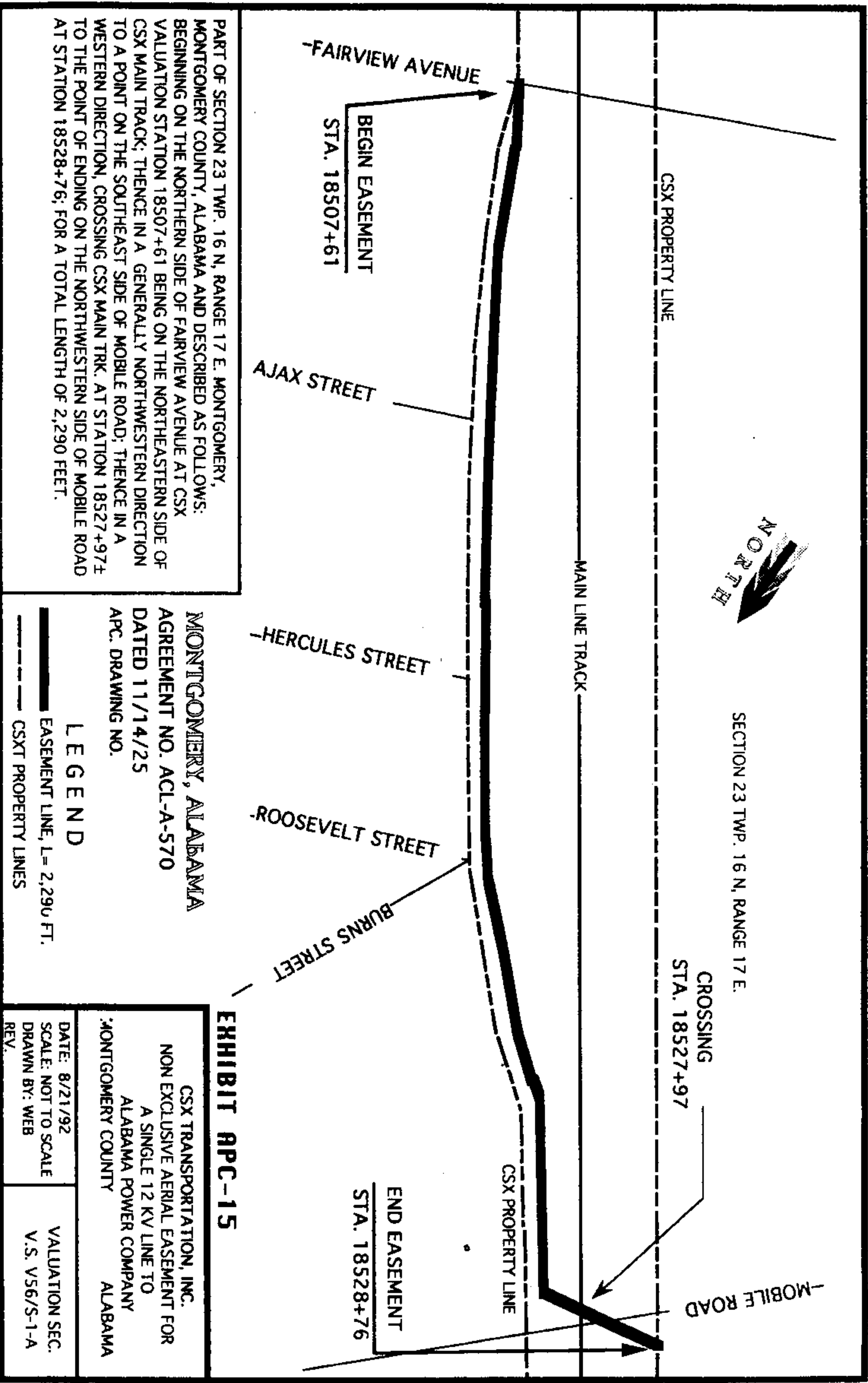
MONTGOMERY, ALABAMA
AGREEMENT NO. LN-43499
DATED 3/20/57
APC. DRAWING NO.

LEGEND
EASEMENT LINE, L= 399 FT.
CSXT PROPERTY LINES

EXHIBIT APC-14

CSX TRANSPORTATION, INC.
NON EXCLUSIVE AERIAL EASEMENT FOR
A POWER LINE TO
ALABAMA POWER COMPANY
MONTGOMERY COUNTY ALABAMA

DATE: 8/21/92 SCALE: NOT TO SCALE DRAWN BY: WEB REV.	VALUATION SEC. V.S. V56/S-1-A
---	----------------------------------



SECTION 23 TWP. 16 N, RANGE 17 E.

CSX PROPERTY LINE

MAIN LINE TRACK

CROSSING
STA. 18527+97

MOBILE ROAD

CSX PROPERTY LINE

FAIRVIEW AVENUE

BEGIN EASEMENT
STA. 18507+61

AJAX STREET

HERCULES STREET

ROOSEVELT STREET

BURNS STREET

END EASEMENT
STA. 18528+76

PART OF SECTION 23 TWP. 16 N, RANGE 17 E. MONTGOMERY, MONTGOMERY COUNTY, ALABAMA AND DESCRIBED AS FOLLOWS: BEGINNING ON THE NORTHERN SIDE OF FAIRVIEW AVENUE AT CSX VALUATION STATION 18507+61 BEING ON THE NORTHEASTERN SIDE OF CSX MAIN TRACK; THENCE IN A GENERALLY NORTHWESTERN DIRECTION TO A POINT ON THE SOUTHEAST SIDE OF MOBILE ROAD; THENCE IN A WESTERN DIRECTION, CROSSING CSX MAIN TRK. AT STATION 18527+97± TO THE POINT OF ENDING ON THE NORTHWESTERN SIDE OF MOBILE ROAD AT STATION 18528+76; FOR A TOTAL LENGTH OF 2,290 FEET.

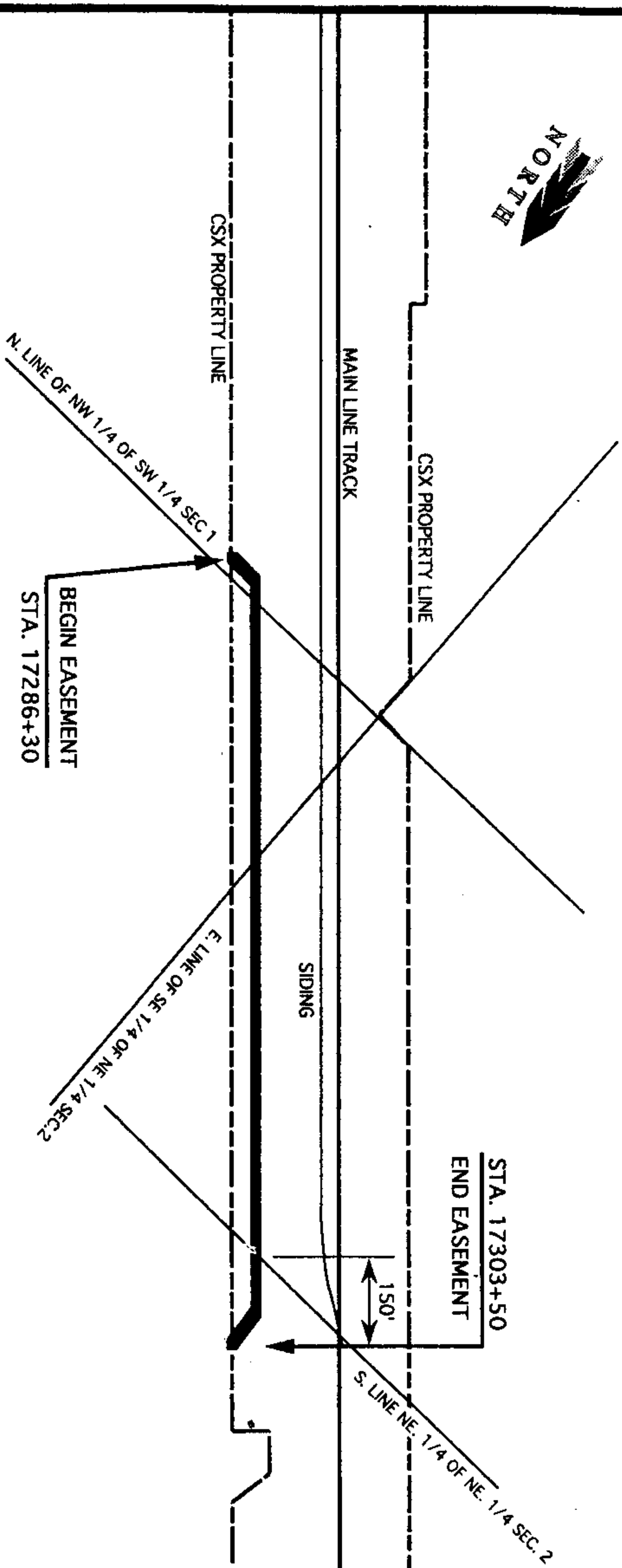
MONTGOMERY, ALABAMA
AGREEMENT NO. ACL-A-570
DATED 11/14/25
APC. DRAWING NO.

LEGEND
EASEMENT LINE, L= 2,290 FT.
CSXT PROPERTY LINES

EXHIBIT APC-15

CSX TRANSPORTATION, INC.
NON EXCLUSIVE AERIAL EASEMENT FOR
A SINGLE 12 KV LINE TO
ALABAMA POWER COMPANY
MONTGOMERY COUNTY ALABAMA

DATE: 8/21/92
SCALE: NOT TO SCALE
DRAWN BY: WEB
VALUATION SEC.
V.S. V56/S-1-A



PART OF SEC. 1 AND 2 OF TWP. 12 N. RGE. 18 E., RAMER, MONTGOMERY COUNTY, ALABAMA AND DESCRIBED AS FOLLOWS:
BEGINNING ON CSX NORTHEASTERN PROPERTY LINE AT VALUATION STATION 17286+30± BEING ON THE SOUTH OF THE SOUTH LINE OF NW 1/4 OF SW 1/4 OF SEC. 1; THENCE IN A GENERALLY NORTHWESTERN DIRECTION TO THE POINT OF ENDING AT STATION 17303+50± BEING 150'± NORTHWEST OF THE S. LINE OF NE 1/4 OF NE 1/4 OF SECTION 2; FOR A TOTAL LENGTH OF 1,870 FEET.

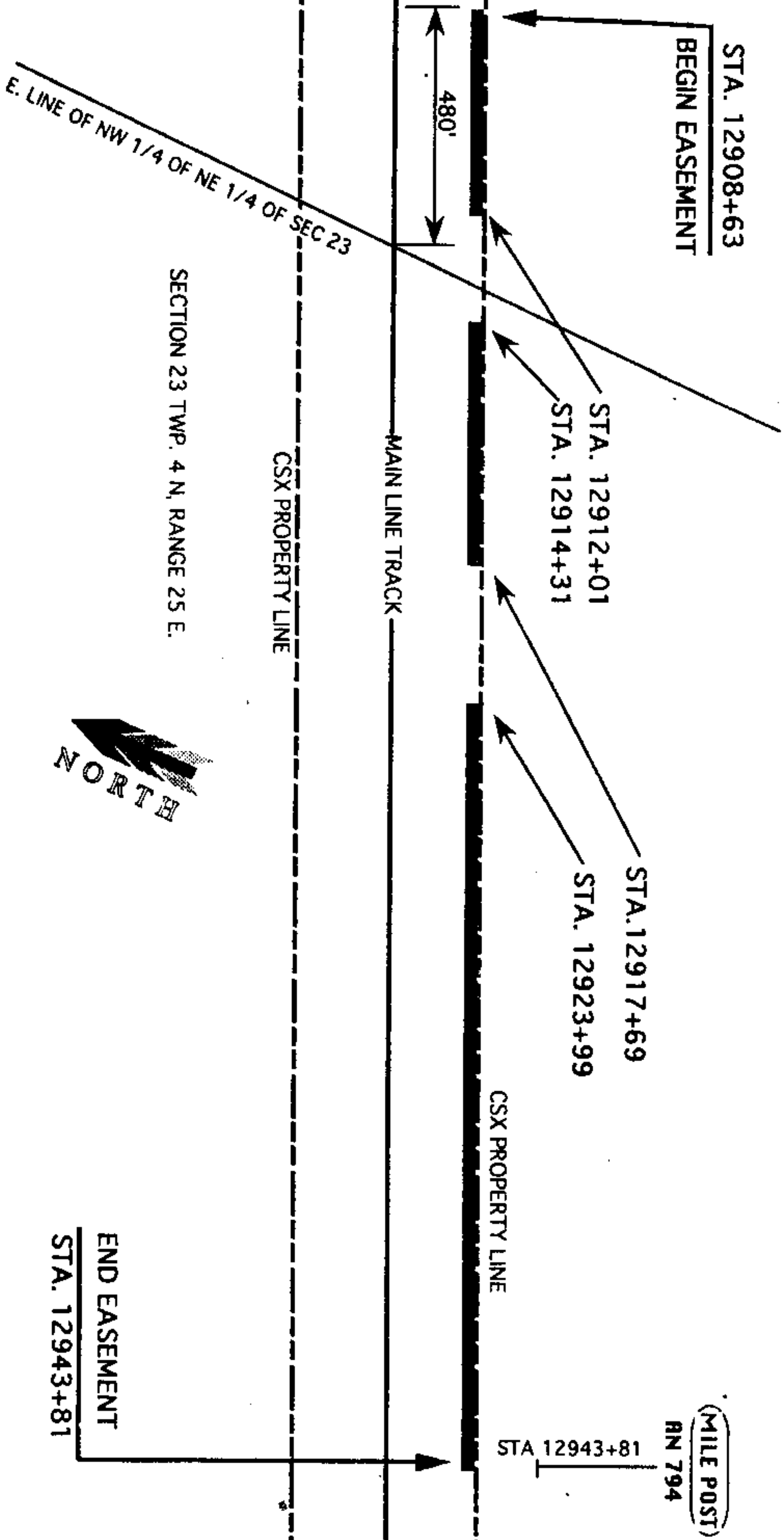
RAMER, ALABAMA
AGREEMENT NO. ACL-A-776
DATED 4/10/30
APC. DRAWING NO.

LEGEND
EASEMENT LINE, L= 1,870 FT.
CSXT PROPERTY LINES

EXHIBIT APC-16

CSX TRANSPORTATION, INC.
NON EXCLUSIVE AERIAL EASEMENT FOR
A SINGLE 12 KV LINE TO
ALABAMA POWER COMPANY
MONTGOMERY COUNTY ALABAMA

DATE: 8/23/92 SCALE: NOT TO SCALE DRAWN BY: WEB REV.	VALUATION SEC. V.S. V1AL/58 & 59
---	-------------------------------------



PART OF SECTION 23 TWP. 4 N, RANGE 25 E MIDLAND CITY, DALE COUNTY, ALABAMA AND DESCRIBED AS FOLLOWS:
 BEGINNING AT A POINT ALONG CSX SOUTHERN PROPERTY LINE AT VALUATION STATION 12908+63 BEING 480 FEET± EAST OF THE E LINE NW 1/4 OF NE 1/4 OF SEC 23; THENCE IN A SOUTHWESTERN DIRECTION TO THE POINT OF ENDING AT STATION 12943+81 BEING OPPOSITE CSX MILE POST AN-794 LESS AND ACCEPT THAT PORTION LOCATED BETWEEN STATION 12912+01 & 12914+31 AND 12917+69 & 12923+99; FOR A TOTAL LENGTH OF 2,659 FEET.

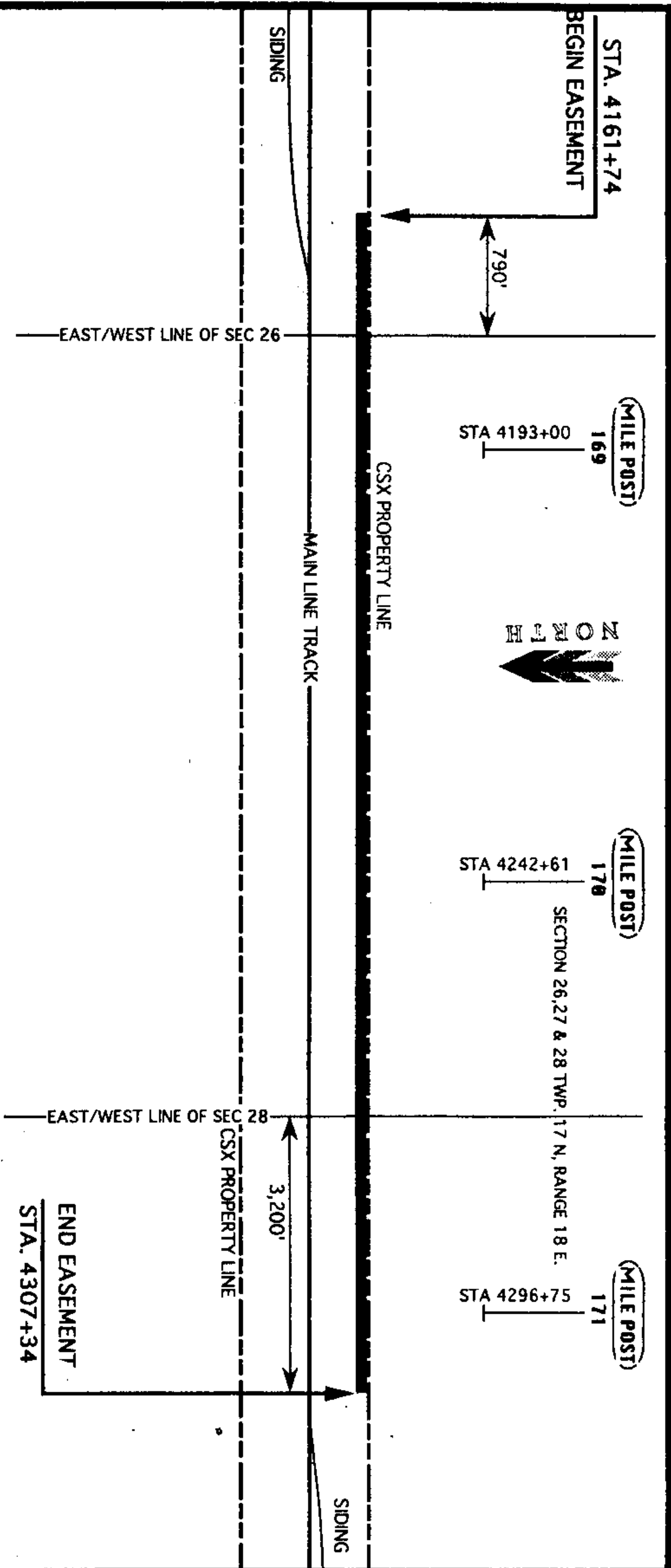
MIDLAND CITY, ALABAMA
 AGREEMENT NO. ACL-8780
 DATED 7/20/54
 APC. DRAWING NO.

LEGEND
 EASEMENT LINE, L= 2,659 FT.
 CSXT PROPERTY LINES

EXHIBIT APC-17

CSX TRANSPORTATION, INC.
 NON EXCLUSIVE AERIAL EASEMENT FOR
 A SINGLE 12 KV LINE TO
 ALABAMA POWER COMPANY
 DALE COUNTY
 ALABAMA

DATE: 8/23/92	VALUATION SEC.
SCALE: NOT TO SCALE	V.S. V1 AL/17
DRAWN BY: WEB	
REV.	



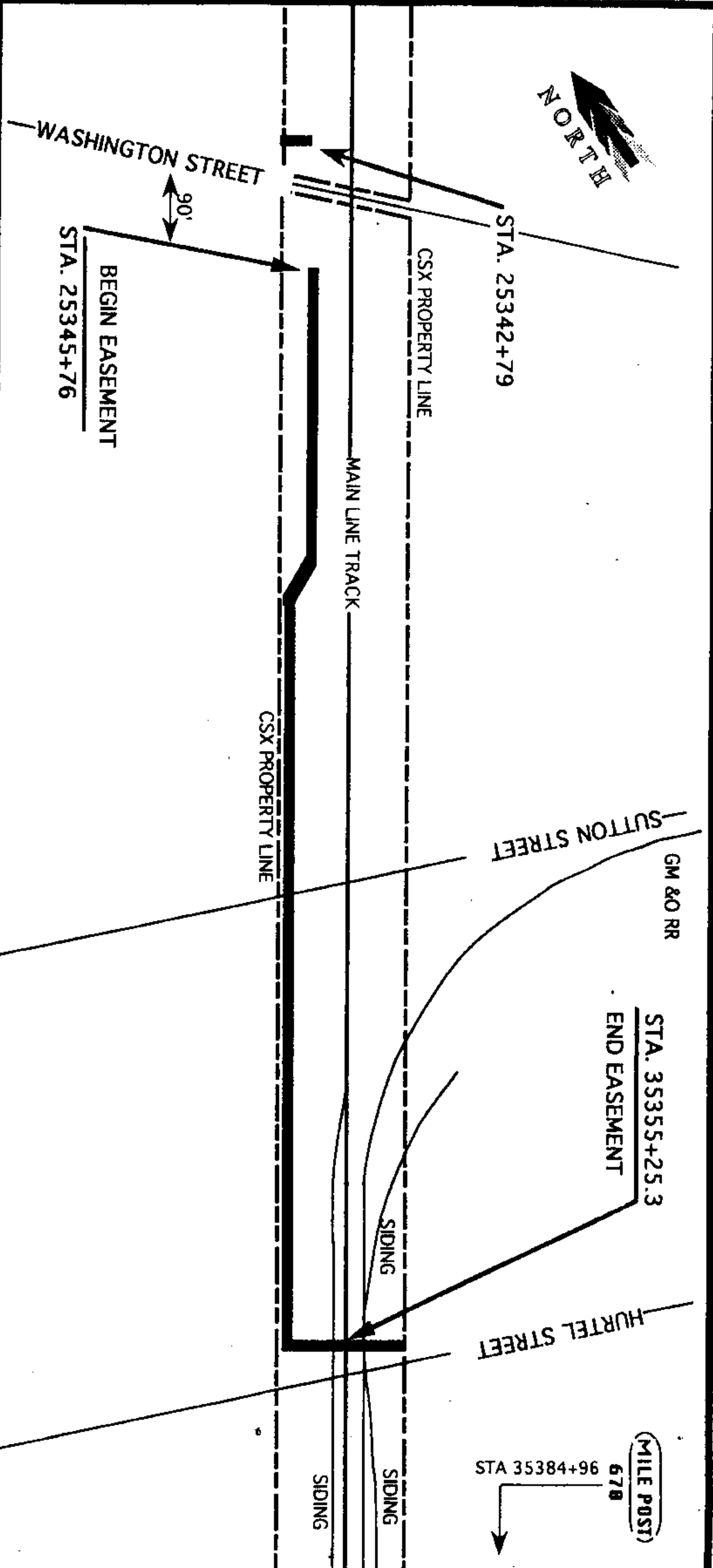
PART OF SECTION 26, 27 & 28 TWP. 17 N, RANGE 18 E., MONTGOMERY COUNTY, ALABAMA AND DESCRIBED AS FOLLOWS:
BEGINNING ALONG CSX SOUTHERN PROPERTY LINE AT CSX VALUATION STATION 4161+74 BEING 790 FEET EAST OF THE EAST/WEST LINE OF SECTION 26; THENCE IN A WESTERLY DIRECTION TO THE POINT OF ENDING AT VALUATION STATION 4307+34 BEING 3,200 FEET WEST OF THE EAST/WEST LINE OF SECTION 28; FOR A TOTAL LENGTH OF 14,851 FEET.

MONTGOMERY, ALABAMA
AGREEMENT NO. CSX-2862
DATED 1/25/74
APC. DRAWING NO. MD-175

LEGEND
EASEMENT LINE, L= 14,85, FT.
CSXT PROPERTY LINES

EXHIBIT APC-18
CSX TRANSPORTATION, INC.
NON EXCLUSIVE AERIAL EASEMENT FOR
A SINGLE 12 KV LINE TO
ALABAMA POWER COMPANY
MONTGOMERY COUNTY ALABAMA

DATE: 8/25/92	VALUATION SEC.
SCALE: NOT TO SCALE	V.S. V431/20 & 21
DRAWN BY: WEB	
REV.	



PART OF MOBILE, MOBILE COUNTY, ALABAMA AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON CSX PROPERTY ALONG THE NORTHWESTERN SIDE OF CSX MAIN TRACK AT VALUATION STATION 25345+76 BEING 90' SOUTHWEST OF WASHINGTON STREET; THENCE IN A GENERALLY SOUTHWESTERN DIRECTION TO A POINT ON THE NORTHERN SIDE OF HURTEL STREET; THENCE IN A SOUTHEASTERN DIRECTION, CROSSING CSX MAIN TRACK AT STATION 35355+25.3, TO THE POINT OF ENDING ON CSX SOUTHEASTERN PROPERTY LINE TOGETHER WITH A GUY WIRE ENCROACHMENT NORTHWEST OF WASHINGTON STREET; FOR A TOTAL LENGTH OF 2,545 FEET.

MOBILE, ALABAMA
AGREEMENT NO. LN-10007002
DATED 5/28/53
APC. DRAWING NO.

LEGEND
EASEMENT LINE, L= 2,545 FT.
CSXT PROPERTY LINES

EXHIBIT APC-19

CSX TRANSPORTATION, INC.
NON EXCLUSIVE AERIAL EASEMENT FOR
A SINGLE 13.5 KV LINE TO
ALABAMA POWER COMPANY
MOBILE COUNTY
ALABAMA

DATE: 8/24/92	VALUATION SEC.
SCALE: NOT TO SCALE	V.S. V67-A/S6
DRAWN BY: WEB	
REV.	

(MILE POST)
593

STA 31319+36

DEER STREET

ST. JOSEPH AVE.

CSX PROPERTY LINE

PARKER STREET

MAIN LINE TRACK



MILDRED STREET

LAURA STREET

CSX PROPERTY LINE

CSX PROPERTY LINE

ST. JOSEPH AVE.

CSX PROPERTY LINE

TWP. 2 N, RANGE 10 E.

HENDERSON STREET
BELVILLE STREET

BEGIN EASEMENT
STA. 31337+33

END EASEMENT
STA. 31352+95

SECTION 28
SECTION 29

SIDING

SIDING

PART OF SECTION 28 AND SECTION 29 TWP. 2 N, RANGE 10 E. BREWTON
ESCAMBIA COUNTY, ALABAMA AND DESCRIBED AS FOLLOWS:
BEGINNING ALONG THE NORTHEASTERN PROPERTY LINE OF CSX AT
VALUATION STATION 31337+33 BEING SOUTHWEST OF HENDERSON STREET
THENCE IN A SOUTHWEST DIRECTION TO THE POINT OF ENDING AT STATION
31352+95 BEING ON THE NORTHERN LINE OF LAURA STREET EXTENDED FOR A
TOTAL LENGTH OF 1,562 FEET.

EXHIBIT APC-20

BREWTON, ALABAMA
AGREEMENT NO. LN-25646
DATED 3/07/52
APC. DRAWING NO.

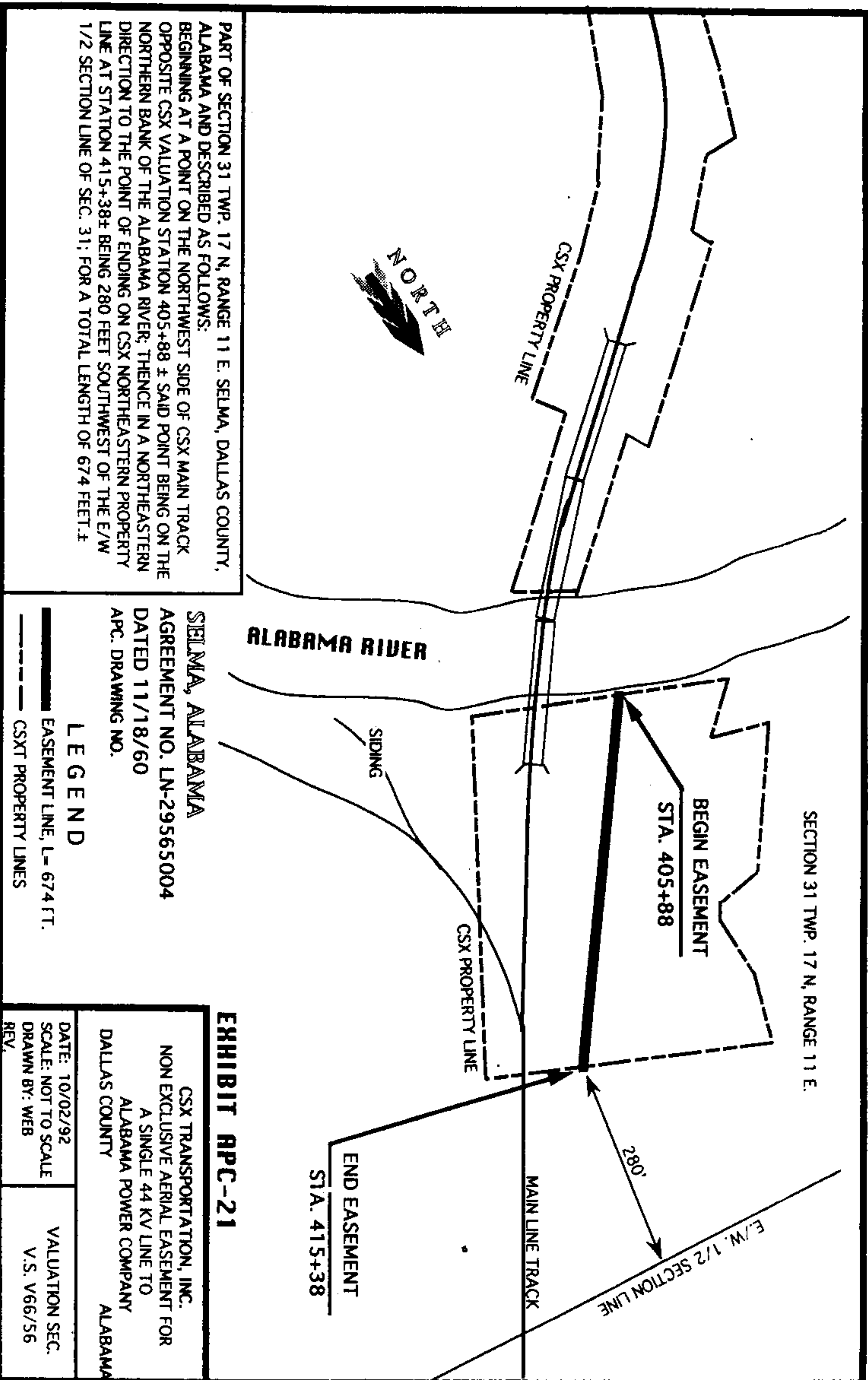
LEGEND

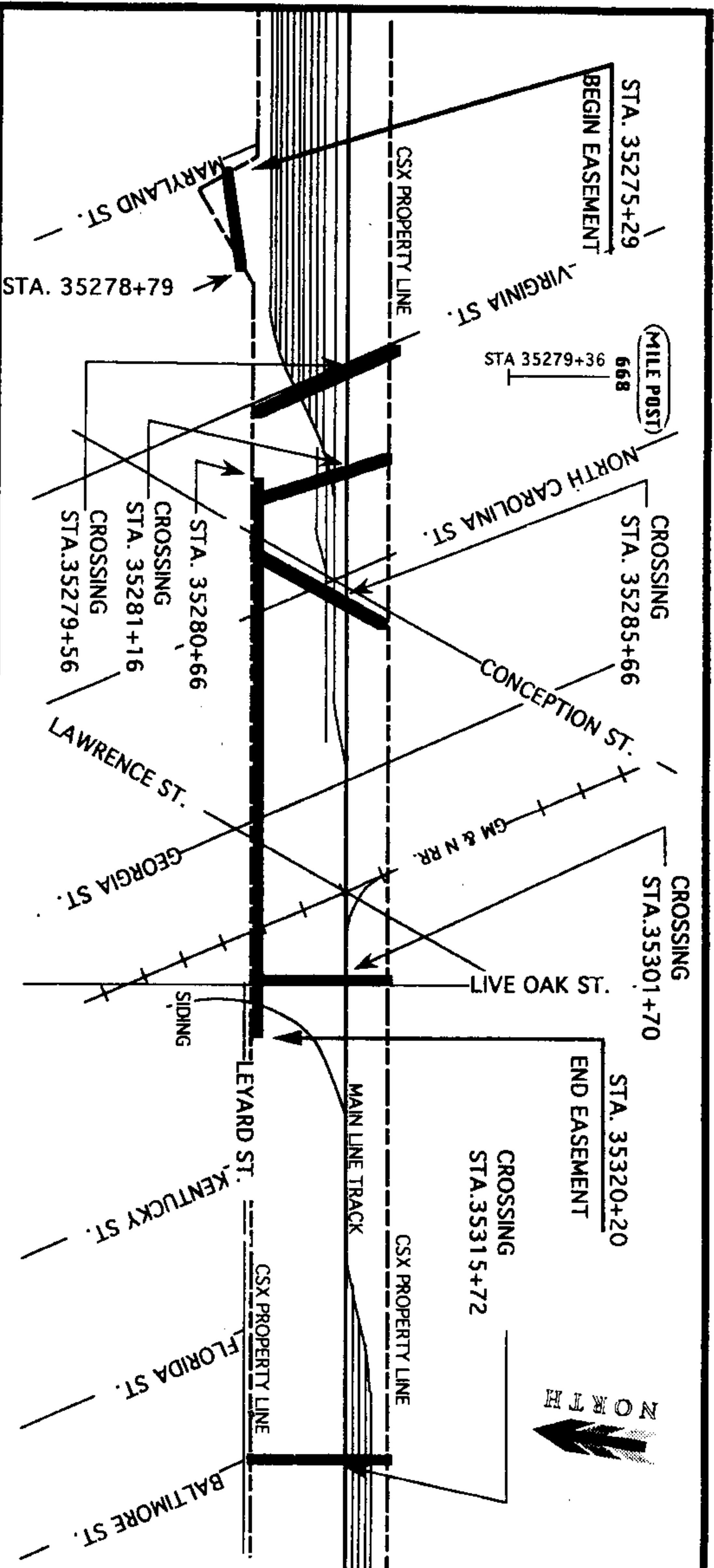
- EASEMENT FOR POLES, L-1,562 FT.
- CSXT PROPERTY LINES

CSX TRANSPORTATION, INC.
NON EXCLUSIVE AERIAL EASEMENT FOR
A SINGLE LINE TO
ALABAMA POWER COMPANY
ALABAMA

DATE: 10/02/92
SCALE: NOT TO SCALE
DRAWN BY: WEB
REV.

VALUATION SEC.
V.S. V57/SS2-SS3





PART OF MOBILE, MOBILE COUNTY, ALABAMA AND MORE FULLY DESCRIBED AS FOLLOWS:
 A POWER LINE OCCUPYING A PORTION OF CSX PROPERTY ALONG THE NORTHERN PROPERTY LINE BETWEEN VALUATION STATIONS 35275+29 AND 35278+79 BEING WEST OF MARYLAND STREET AND BETWEEN STATIONS 35280+66 AND 35620+20 BEING EAST OF CONCEPTION STREET TO A POINT WEST OF LIVE OAK STREET TOGETHER WITH CROSSINGS OF CSX MAIN TRACK ALONG THE WEST SIDE OF VIRGINIA ST., WEST SIDE OF CONCEPTION ST., THE EAST SIDE OF LIVE OAK ST., A CROSSING AT STATION 35281+16 BEING EAST OF NORTH CAROLINA ST. AND A CROSSING AT STATION 35315+72 BEING OPPOSITE BALTIMORE ST.; FOR A TOTAL LENGTH OF 2,795 FEET.

MOBILE, ALABAMA
 AGREEMENT NO. LN-30035003
 DATED 2/18/60
 APC. DRAWING NO.

LEGEND
 EASEMENT LINE, L= 2,795 FT.
 CSXT PROPERTY LINES

EXHIBIT APC-22

CSX TRANSPORTATION, INC.
 NON EXCLUSIVE AERIAL EASEMENT FOR
 A SINGLE 22 KV LINE TO
 ALABAMA POWER COMPANY
 MOBILE COUNTY
 ALABAMA

DATE: 8/21/92	VALUATION SEC.
SCALE: NOT TO SCALE	V.S. V56/S-1-A
DRAWN BY: WEB	
REV.	

(MILE POST)
488

STA 281+96

ALICE ROAD

CSX PROPERTY LINE

WENONAH ROAD

CSX PROPERTY LINE



MAIN LINE TRACK

120'

CSX PROPERTY LINE

BEGIN EASEMENT

STA. 283+06

SECTION 28 TWP. 12 S, RANGE 4 W.

END EASEMENT

STA. 286+03

CSX PROPERTY LINE

PART OF SECTION 28 TWP. 12 S, RANGE 4 W. WINETKA, JEFFERSON COUNTY, ALABAMA AND DESCRIBED AS FOLLOWS:
BEGINNING ALONG THE SOUTHEASTERN PROPERTY LINE OF CSX OPPOSITE VALUATION STATION 283+06 BEING ON THE NORTHEASTERN SIDE OF ALICE ROAD EXTENDED AND 120 FEET SOUTH OF CSX MILE POST NO. 400; THENCE IN A SOUTHWESTERLY DIRECTION TO A POINT ON THE SOUTHERN SIDE OF WENONAH ROAD AT STATION 286+03; THENCE IN A SOUTHEASTERN DIRECTION TO THE POINT OF ENDING ON CSX SOUTHEASTERN PROPERTY LINE; FOR A TOTAL LENGTH OF 298 FEET.

WINETKA, ALABAMA
AGREEMENT NO. LN-36732
DATED 7/26/48
APC. DRAWING NO. VB-31921

LEGEND

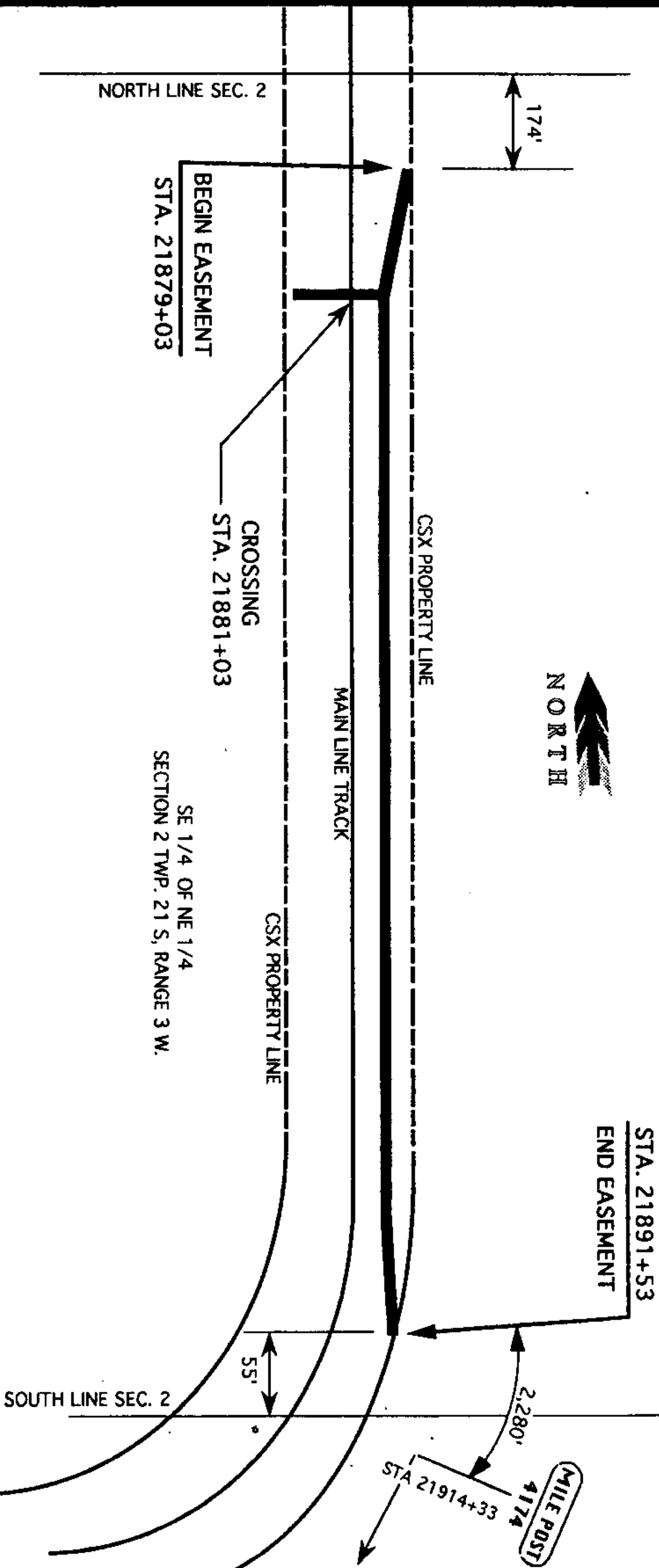
———— EASEMENT LINE, L= 298 FT.
----- CSXT PROPERTY LINES

EXHIBIT APC-23

CSX TRANSPORTATION, INC.
NON EXCLUSIVE AERIAL EASEMENT FOR
A SINGLE 12 KV LINE TO
ALABAMA POWER COMPANY
JEFFERSON COUNTY ALABAMA

DATE: 10/6/92
SCALE: NOT TO SCALE
DRAWN BY: WEB
REV.

VALUATION SEC.
V.S. VS2-B/3



PART OF SECTION 2 TWP. 21 S, RANGE 3 W. ALABASTER, SHELBY COUNTY ALABAMA, AND DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON CSX WESTERN PROPERTY LINE AT VALUATION STATION 21879+03 BEING 174 FEET SOUTH OF THE NORTH LINE OF THE SE. 1/4 OF THE NE. 1/4 OF SEC 2; THENCE IN A GENERALLY SOUTHERN DIRECTION TO THE POINT OF ENDING ON CSX WESTERN PROPERTY LINE AT STATION 21891+53 BEING 55 FEET NORTH OF THE SOUTH LINE OF THE SE. 1/4 OF THE NE. 1/4 OF SEC 2 ALSO BEING 2,280' FEET NORTH OF CSX MILE POST 417 TOGETHER WITH A CROSSING OF CSX MAIN TRACK AT STATION 21881+03; FOR A TOTAL LENGTH OF 1,300 FEET.

ALABASTER, ALABAMA
AGREEMENT NO. LN-42749
DATED 3/15/56
APC. DRAWING NO.

LEGEND
EASEMENT LINE, L= 1,300 FT.
CSXT PROPERTY LINES

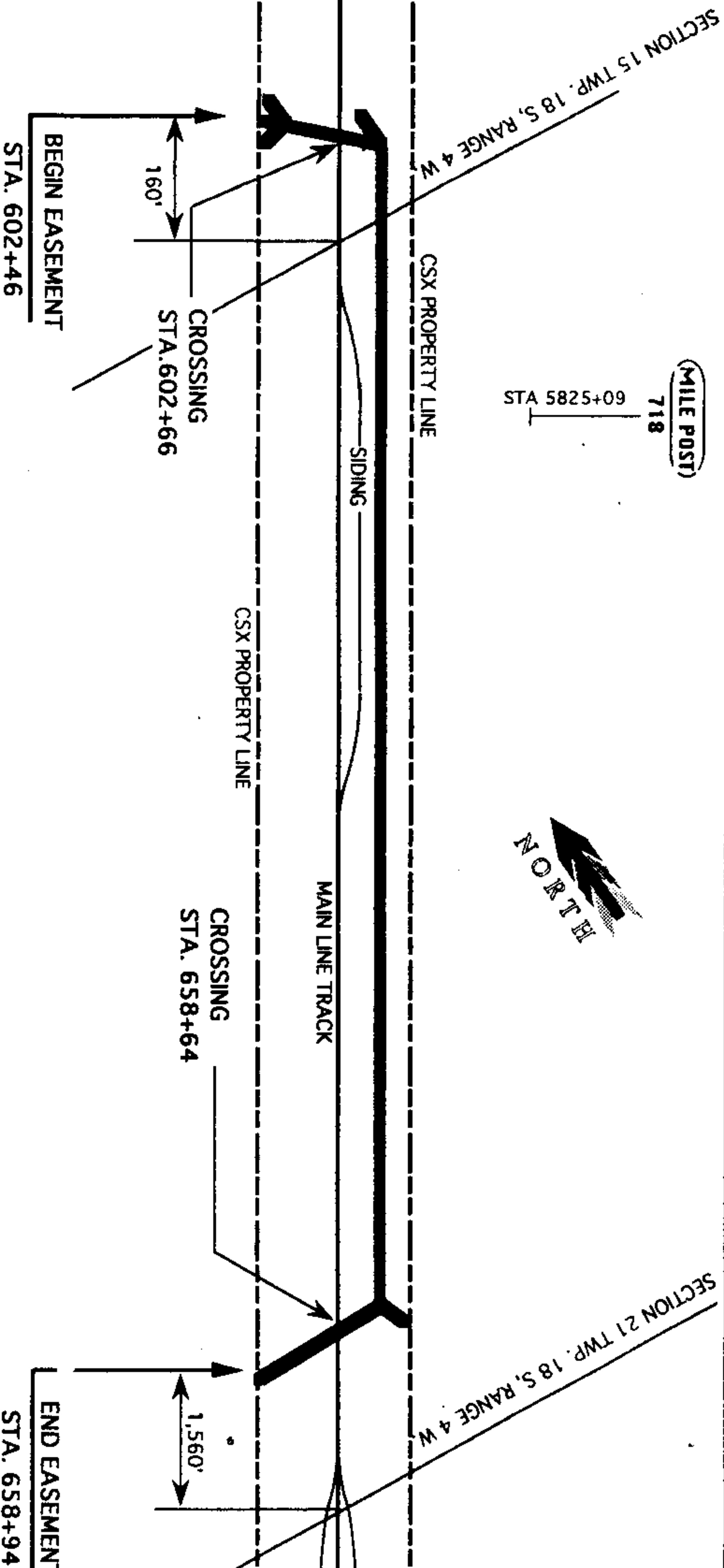
EXHIBIT APC-24

CSX TRANSPORTATION, INC.
NON EXCLUSIVE AERIAL EASEMENT FOR
A SINGLE 12 KV LINE TO
ALABAMA POWER COMPANY
SHELBY COUNTY ALABAMA

DATE: 10/07/92	VALUATION SEC.
SCALE: NOT TO SCALE	V.S. V47/11
DRAWN BY: WEB	
REV.	

(MILE POST)
718

STA 5825+09



PART OF SECTION 15 AND 21, TWP. 18 S, RANGE 4 W, COLLINS, JEFFERSON COUNTY, ALABAMA AND DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON CSX NORTHWESTERN PROPERTY LINE AT CSX VALUATION STATION 602+46± BEING 160 FEET NORTHEAST OF THE SOUTH LINE OF SECTION 15; THENCE IN SOUTHEASTERN DIRECTION, CROSSING CSX MAIN TRACK AT STATION 602+66, TO A POINT ON THE SOUTHERN SIDE OF SAID MAIN TRACK; THENCE IN A SOUTHWESTERN DIRECTION 5,537 FEET TO A POINT; THENCE IN A WESTERN DIRECTION, CROSSING SAID MAIN TRACK AT STATION 658+64, TO THE POINT OF ENDING ON CSX NORTHWESTERN PROPERTY LINE AT STATION 658+94 BEING 1,560 FEET NORTH OF THE SOUTH LINE OF SECTION 21; FOR A TOTAL LENGTH OF 5,735 FEET.

COLLINS, ALABAMA
AGREEMENT NO. LN-44108
DATED 1/08/58
APC. DRAWING NO.

LEGEND
EASEMENT LINE, L= 5,735 FT.
CSXT PROPERTY LINES

EXHIBIT APC-25

CSX TRANSPORTATION, INC.
NON EXCLUSIVE AERIAL EASEMENT FOR
A SINGLE 115 KV LINE TO
ALABAMA POWER COMPANY
JEFFERSON COUNTY
ALABAMA

DATE: 10/07/92
SCALE: NOT TO SCALE
DRAWN BY: WEB
REV.

VALUATION SEC.
V.S. VS2/6 & 7

CROSSING
STA. 32112+78

CSX PROPERTY LINE

SECTION 32 TWP. 1 N, RANGE 8 E
SECTION 33 TWP. 1 N, RANGE 8 E

CROSSING
STA. 32105+98

CSX PROPERTY LINE

STA. 32111+70

1,550'

STA. 32140+51
BEGIN EASEMENT

MAIN LINE TRACK

SIDING

STA. 32117+16

END EASEMENT

STA. 32154+66

CROSSING
STA. 32172+46

CSX PROPERTY LINE

CSX PROPERTY LINE



(MILE POST)
689
STA 32164+16

PART OF SECTION 32 & SECTION 33 TWP. 1 N, RANGE 8 E. FLOMATON, ESCAMBIA COUNTY, ALABAMA AND DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON CSX SOUTHEASTERN PROPERTY LINE AT VALUATION STATION 32140+51 BEING 1,550 FEET WEST OF THE EAST LINE OF SECTION 32; THENCE IN A NORTHWESTERLY DIRECTION TO THE POINT OF ENDING AT STATION 32154+66, TOGETHER WITH 2 GUY WIRE ENCROACHMENTS AT STATION 32111+70 AND 32117+16 AND 4 CROSSINGS OF CSX MAIN TRACK AT STATIONS 32089+18, 32105+98, 32112+78 AND 32172+46; FOR A TOTAL LENGTH OF 2,360 FEET.

FLOMATON, ALABAMA
AGREEMENT NO. LN-53965
DATED 6/26/68
APC. DRAWING NO.

LEGEND

———— EASEMENT LINE, L= 2,360 FT.

----- CSXT PROPERTY LINES

EXHIBIT APC-26

CSX TRANSPORTATION, INC.
NON EXCLUSIVE AERIAL EASEMENT FOR
A SINGLE 44 KV LINE TO
ALABAMA POWER COMPANY
ALABAMA
ESCAMBIA COUNTY

DATE: 10/7/92
SCALE: NOT TO SCALE
DRAWN BY: WEB
REV.

VALUATION SEC.
V.S. V57/60

(MILE POST)

673

STA 35543+36

STA. 35538+36
END EASEMENT



CSX PROPERTY LINE

INTERSTATE 10

CSX PROPERTY LINE

SIDING

MAIN LINE TRACK

CSX PROPERTY LINE

CSX PROPERTY LINE

BEGIN EASEMENT

STA. 35524+48

NAVCO ROAD

PART OF NAVCO, MOBILE COUNTY, ALABAMA AND DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON CSX SOUTHEASTERN PROPERTY LINE AT
VALUATION STATION 35524+48 BEING ON THE WESTERN SIDE OF NAVCO
ROAD; THENCE IN A GENERALLY EASTERLY DIRECTION TO THE POINT OF
ENDING AT STATION 35538+36 BEING 500 FEET EAST OF CSX MILE
POST 673; FOR A TOTAL LENGTH OF 1,388 FEET.

NAVCO, ALABAMA
AGREEMENT NO. LN-57105
DATED 9/02/71
APC. DRAWING NO.

LEGEND

— EASEMENT LINE, L= 1,388 FT.

--- CSXT PROPERTY LINES

EXHIBIT APC-27

CSX TRANSPORTATION, INC.
NON EXCLUSIVE AERIAL EASEMENT FOR
A SINGLE 7.2 KV LINE TO
ALABAMA POWER COMPANY
MOBILE COUNTY ALABAMA

DATE: 10/07/92
SCALE: NOT TO SCALE
DRAWN BY: WEB
REV.

VALUATION SEC.
V.S. V67/2

PART OF SECTION 18 & 19, TWP. 17 S, RANGE 2 W. NAVCO, JEFFERSON COUNTY, ALABAMA AND DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON CSX NORTHERN PROPERTY LINE AT VALUATION STATION 20508+95 BEING ALONG THE WESTERN SIDE OF BOYLES YARD; THENCE IN A SOUTHEASTERN DIRECTION, LEAVING CSX PROPERTY AT STATION 20509+35 TO REENTER AT STATION 20512+15, TO A POINT ON THE WEST SIDE OF CSX MAIN TRACK; THENCE IN A SOUTHERN DIRECTION TO THE POINT OF ENDING AT STATION 20547+56 BEING ON THE SOUTH SIDE OF VILLAGE CREEK AND 1,990 FEET SOUTH OF THE NORTH LINE OF SECTION 19 TOGETHER WITH A CROSSING OF CSX MAIN TRACK AT STATION 20545+86; FOR A TOTAL LENGTH OF 3,400 FEET.

BOYLES, ALABAMA
AGREEMENT NO. LN-57159
DATED 11/11/71
APC. DRAWING NO. C-183381

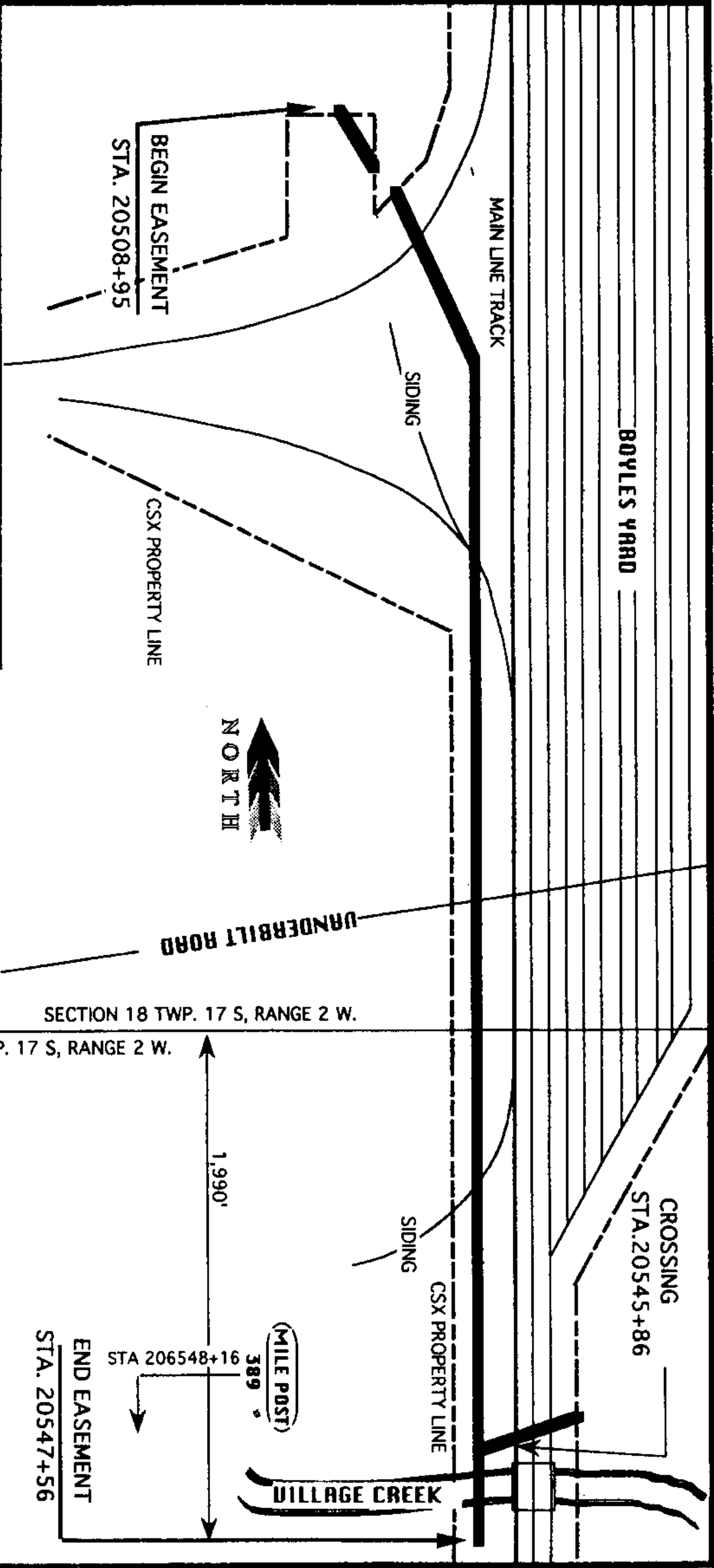
LEGEND
EASEMENT LINE, L= 3,400 FT.
CSXT PROPERTY LINES

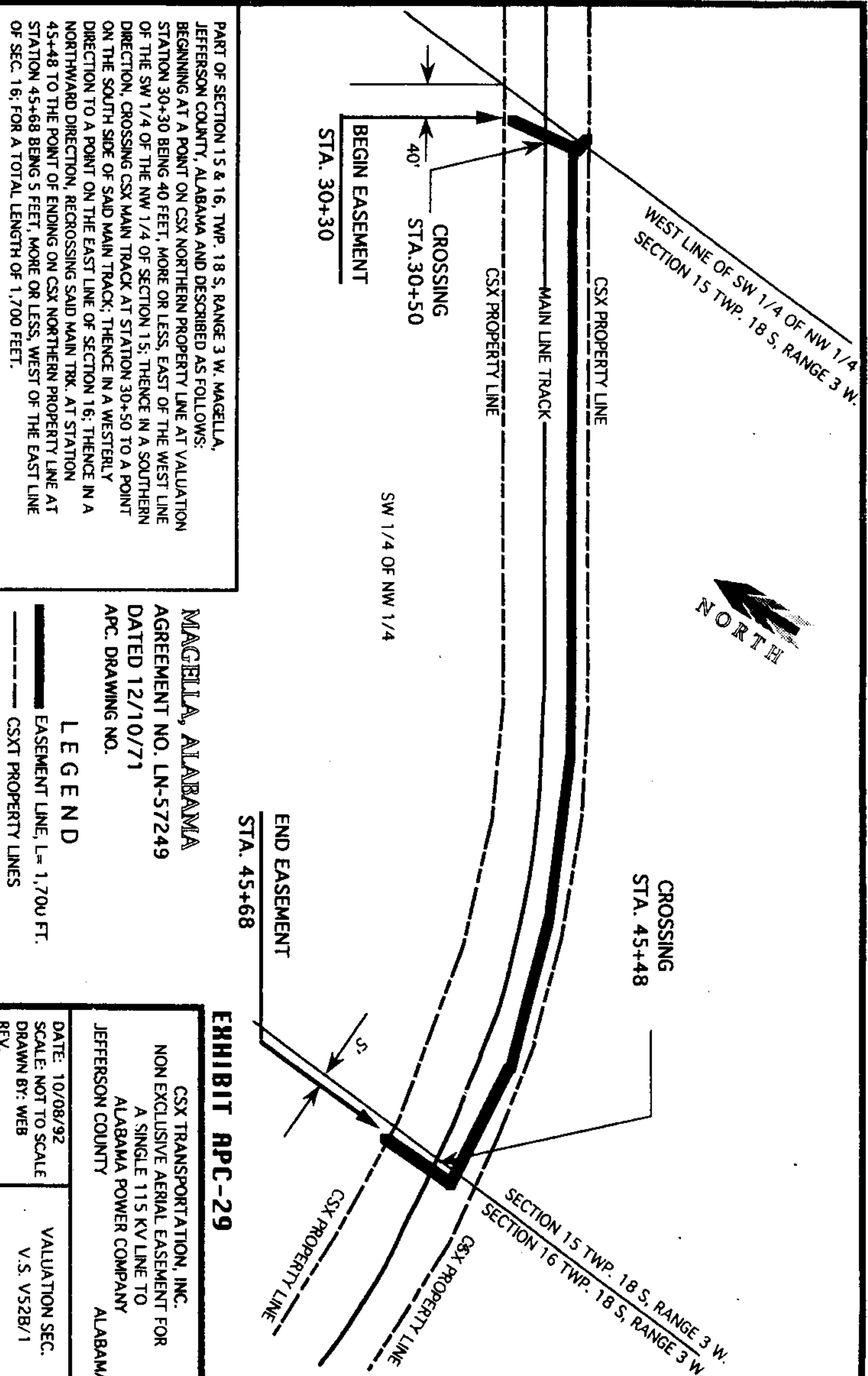
EXHIBIT APC-28

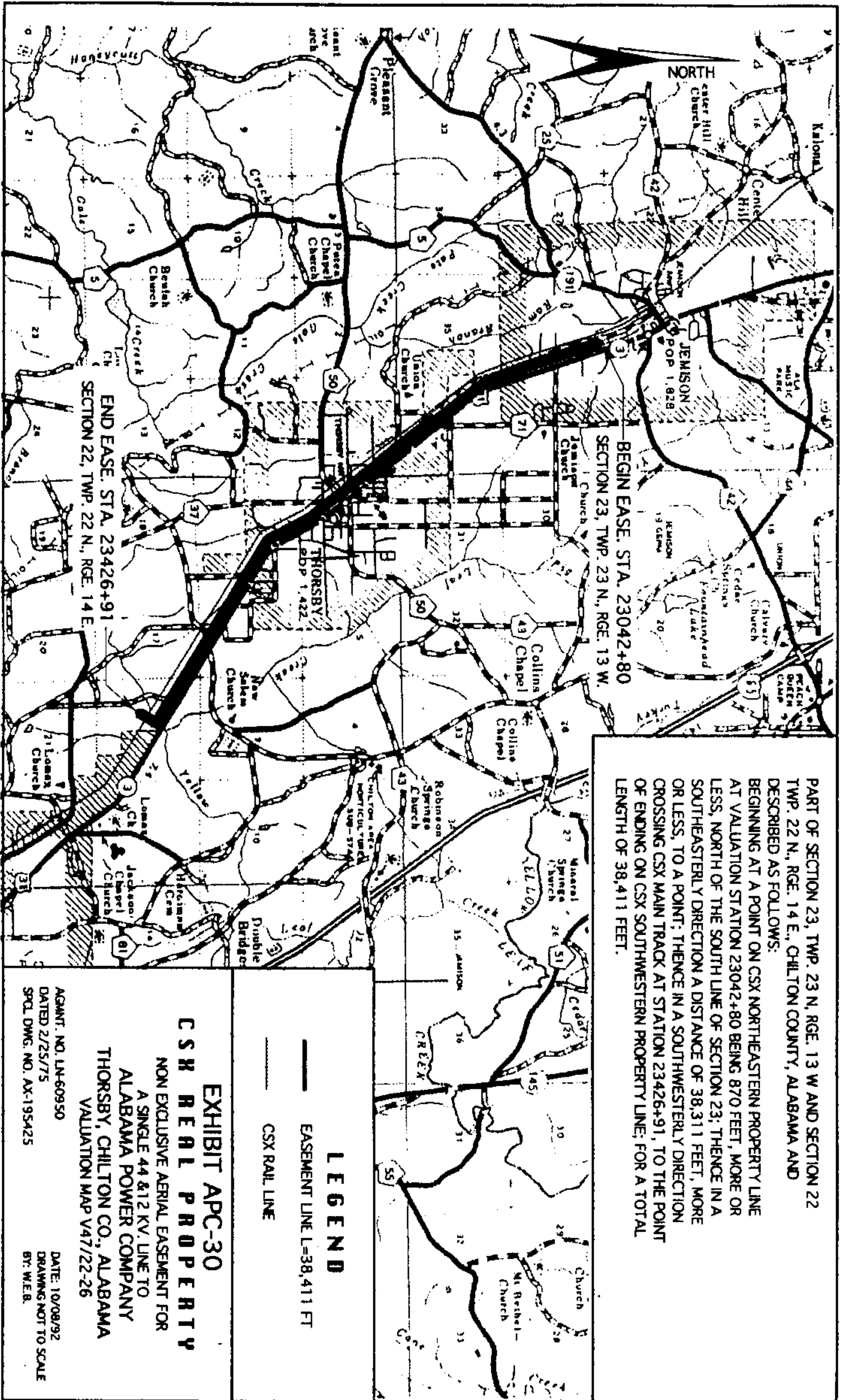
CSX TRANSPORTATION, INC.
NON EXCLUSIVE AERIAL EASEMENT FOR
A SINGLE 115 KV LINE TO
ALABAMA POWER COMPANY
JEFFERSON COUNTY ALABAMA

DATE: 10/07/92
SCALE: NOT TO SCALE
DRAWN BY: WEB
REV.

VALUATION SEC.
V.S. V43/S3





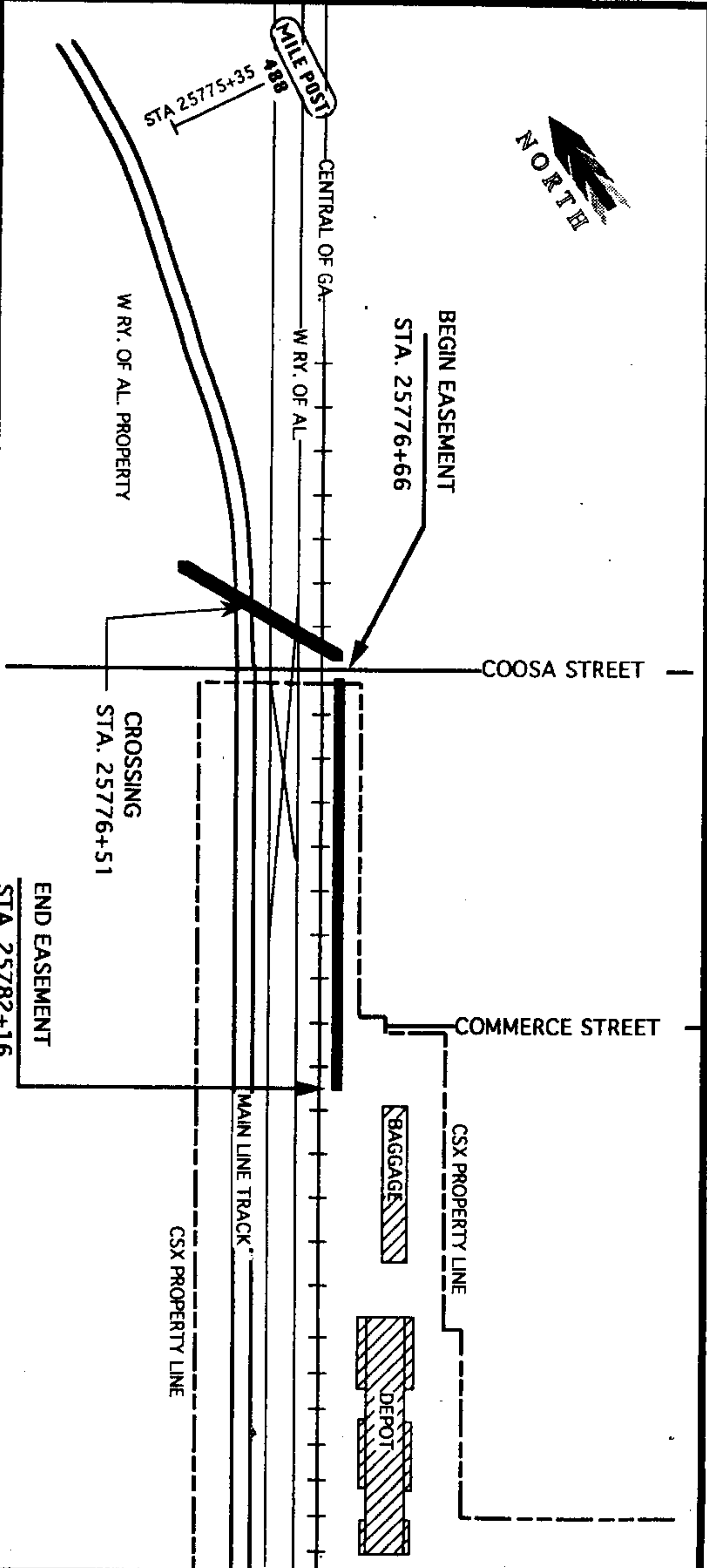


PART OF SECTION 23, TWP. 23 N, RGE. 13 W AND SECTION 22 TWP. 22 N., RGE. 14 E., CHILTON COUNTY, ALABAMA AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON CSX NORTHEASTERN PROPERTY LINE AT VALUATION STATION 23042+80 BEING 870 FEET, MORE OR LESS, NORTH OF THE SOUTH LINE OF SECTION 23; THENCE IN A SOUTHEASTERLY DIRECTION A DISTANCE OF 38,311 FEET, MORE OR LESS, TO A POINT; THENCE IN A SOUTHWESTERLY DIRECTION CROSSING CSX MAIN TRACK AT STATION 23426+91, TO THE POINT OF ENDING ON CSX SOUTHWESTERN PROPERTY LINE; FOR A TOTAL LENGTH OF 38,411 FEET.

BEGIN EASE. STA. 23042+80
SECTION 23, TWP. 23 N., RGE. 13 W.

END EASE. STA. 23426+91
SECTION 22, TWP. 22 N., RGE. 14 E.



PART OF MONTGOMERY, MONTGOMERY COUNTY, ALABAMA AND DESCRIBED AS FOLLOWS:
BEGINNING ON CSX NORTHEASTERN PROPERTY LINE AT VALUATION STATION 25776+51 BEING ON THE SOUTHERN SIDE OF COOSA STREET THENCE IN A SOUTHWESTERN DIRECTION TO THE POINT OF ENDING AT STATION 25782+16 BEING NORTHEAST OF THE UNION PASSENGER STATION TOGETHER WITH A CROSSING OF CSX MAIN TRACK AT STATION 25776+51; FOR A TOTAL LENGTH OF 640 FEET.

MONTGOMERY, ALABAMA
AGREEMENT NO. LN-67453
DATED 4/12/82
APC. DRAWING NO.

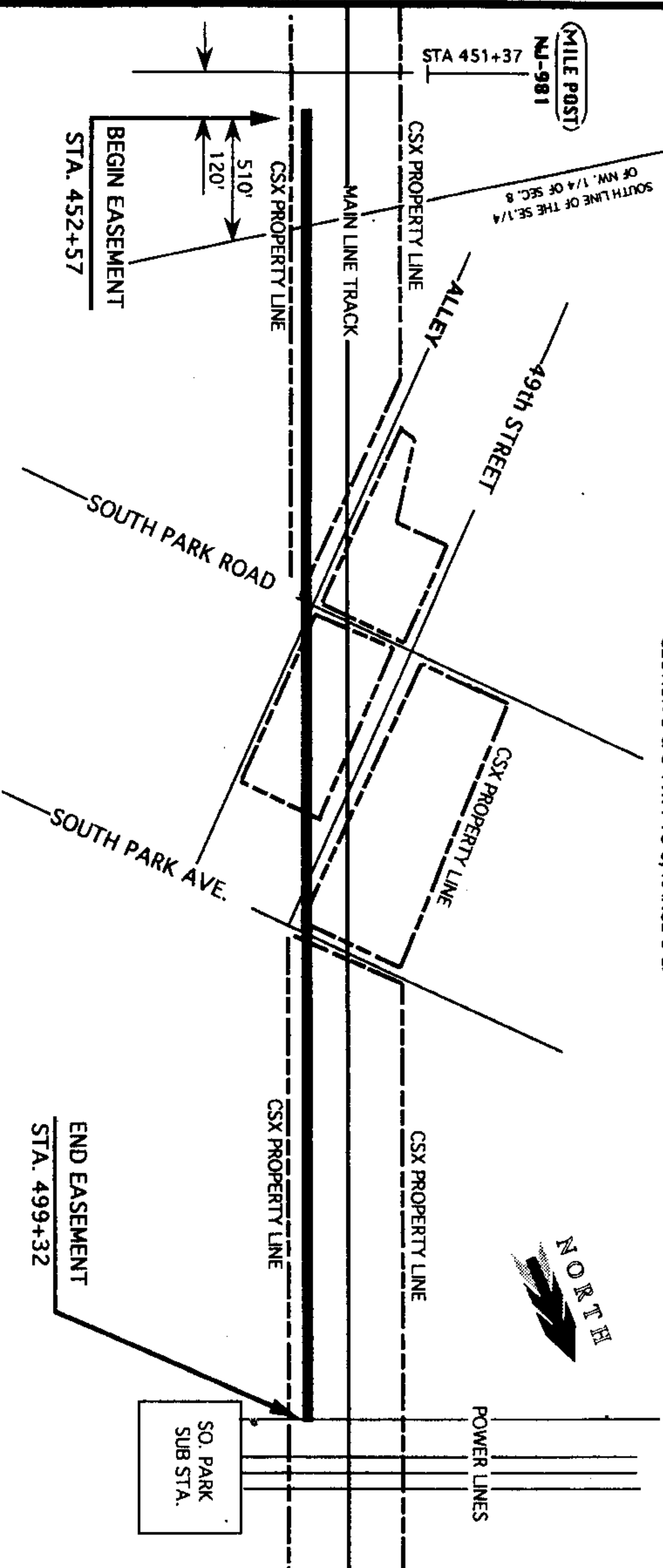
LEGEND
EASEMENT LINE, L= 640 FT.
CSXT PROPERTY LINES

EXHIBIT RPC-31

CSX TRANSPORTATION, INC.
NON EXCLUSIVE AERIAL EASEMENT FOR
A SINGLE 12 KV LINE TO
ALABAMA POWER COMPANY
MONTGOMERY COUNTY ALABAMA

DATE: 10/08/92
SCALE: NOT TO SCALE
DRAWN BY: WEB
VALUATION SEC.
V.S. V56/S3

SECTION 5 & 8 TWP. 18 S, RANGE 3 E.



(MILE POST)
NJ-981

STA 451+37

BEGIN EASEMENT
STA. 452+57

END EASEMENT
STA. 499+32

SO. PARK
SUB STA.

PART OF SECTION 5 & 8 TWP. 18 S, RANGE 3 E, BIRMINGHAM, JEFFERSON COUNTY, ALABAMA AND DESCRIBED AS FOLLOWS:
BEGINNING ALONG CSX SOUTHEASTERN PROPERTY LINE AT VALUATION STATION 452+57 BEING 510 FEET SOUTHWEST OF THE SOUTH LINE OF SE 1/4 OF THE NW 1/4 OF SECTION 8 AND 120 FEET NORTHEAST OF CSX MILE POST NJ-981; THENCE IN A NORTHEASTERN DIRECTION TO THE POINT OF ENDING AT STATION 499+32 BEING A CONNECTION WITH EXISTING POWER LINE; FOR A TOTAL LENGTH OF 4,675 FEET.

BIRMINGHAM, ALABAMA
AGREEMENT NO. SCL-10288
DATED 9/27/71
APC. DRAWING NO. D-168099

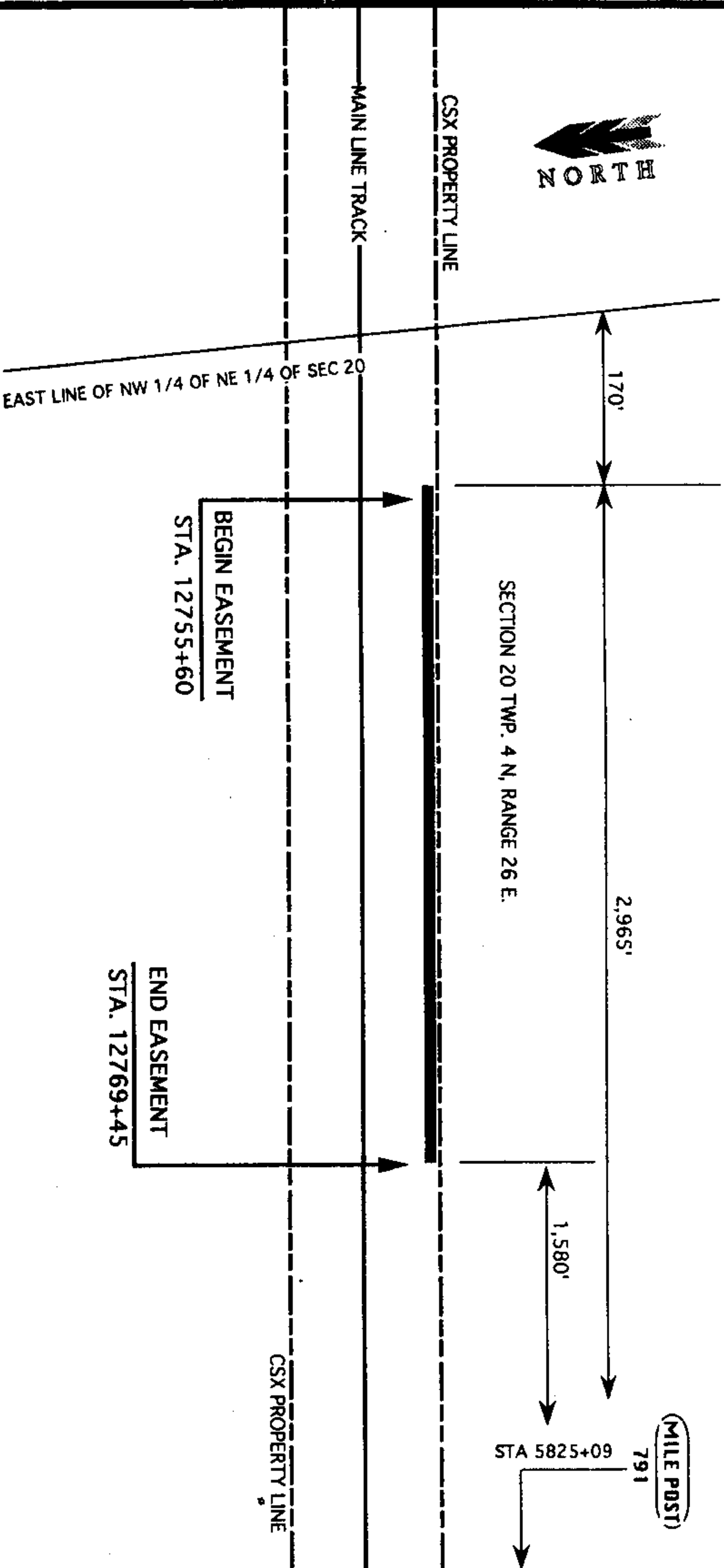
LEGEND

———— EASEMENT LINE, L= 4,675 FT.
----- CSXT PROPERTY LINES

EXHIBIT APC-32

CSX TRANSPORTATION, INC.
NON EXCLUSIVE AERIAL EASEMENT FOR
A SINGLE 115 KV LINE TO
ALABAMA POWER COMPANY
JEFFERSON COUNTY
ALABAMA

DATE: 8/24/92	VALUATION SEC.
SCALE: NOT TO SCALE	V.S. V13AL/9 & 10
DRAWN BY: WEB	
REV.	



PART OF SECTION 20 TWP. 4 N, RANGE 26 E. GRIMES, DALE COUNTY, ALABAMA AND DESCRIBED AS FOLLOWS:
BEGINNING ON THE SOUTHERN SIDE OF CSX MAIN TRACK OPPOSITE CSX VALUATION STATION 12755+60 BEING 2,965' EAST OF MILE POST AND 170 FEET WEST OF THE EAST LINE OF NW 1/4 OF NE 1/4 OF SEC. 20; THENCE IN A WESTERN DIRECTION TO THE POINT OF ENDING AT STATION 12769+45 BEING 1,580' EAST OF SAID MILE POST; FOR A TOTAL LENGTH OF 1,385'.

GRIMES, ALABAMA
AGREEMENT NO. ACL-A-833
DATED 7/06/31
APC. DRAWING NO.

LEGEND

— EASEMENT LINE, L= 1,385 FT.
--- CSXT PROPERTY LINES

EXHIBIT APC-33

CSX TRANSPORTATION, INC.
NON EXCLUSIVE AERIAL EASEMENT FOR
A SINGLE 6.9 KV LINE TO
ALABAMA POWER COMPANY
DALE COUNTY ALABAMA

DATE: 8/23/92
SCALE: NOT TO SCALE
DRAWN BY: WEB
REV.

VALUATION SEC.
V.S. V1A/L15 & 16

STA. 25366+73

BEGIN EASEMENT

CROSSING STA. 25367+48

TWP. 17 W, RANGE 2W.

53 RD STREET



STA. 25421+71

END EASEMENT

CSX PROPERTY LINE

CSX PROPERTY LINE

CSX MAIN TRACK

SECTION 21

SECTION 29

-55 TH STREET

-WOOD AVENUE

-ALLEY

-BETTS AVENUE

-COOPER AVENUE

-5 TH AVENUE

THORNTON AVENUE

-58 TH STREET

-49 TH STREET

-48 TH STREET

-47 TH STREET

ALLEY

BEING PART OF SECTIONS 22 TO 29 TWP. 17 W, RGE. 2W., BIRMINGHAM,

JEFFERSON COUNTY, ALABAMA DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON CSX SOUTHERN PROPERTY LINE AT VALUATION

STATION 25366+73 BEING 50' EAST OF THE WEST LINE OF SEC. 21:

THENCE IN A NORTHWESTERN DIRECTION, CROSSING CSX MAIN TRK. AT

STATION 25364+48, TO A POINT ON THE NORTH SIDE OF CSX MAIN TRK.;

THENCE IN A WESTERN DIRECTION TO THE POINT OF ENDING ON CSX

NORTHERN PROPERTY LINE AT STATION 25421+71 BEING THE EAST SIDE

OF 47 TH STREET LESS AND EXCEPT THAT PORTION LOCATED WITHIN

PUBLIC STREETS; FOR A TOTAL LENGTH OF 5,260 FEET

BIRMINGHAM, ALABAMA

AGREEMENT NO. SAL-50449

DATED 05/03/55

APC. DRAWING NO. C-100545

LEGEND

EASEMENT LINE, L= 5,260 FT.

CSXT PROPERTY LINES

EXHIBIT APC-34

CSX TRANSPORTATION, INC.

NON EXCLUSIVE AERIAL EASEMENT FOR

A SINGLE 115KV LINE TO

ALABAMA POWER COMPANY

JEFFERSON COUNTY ALABAMA

DATE: 8/19/92

SCALE: NOT TO SCALE

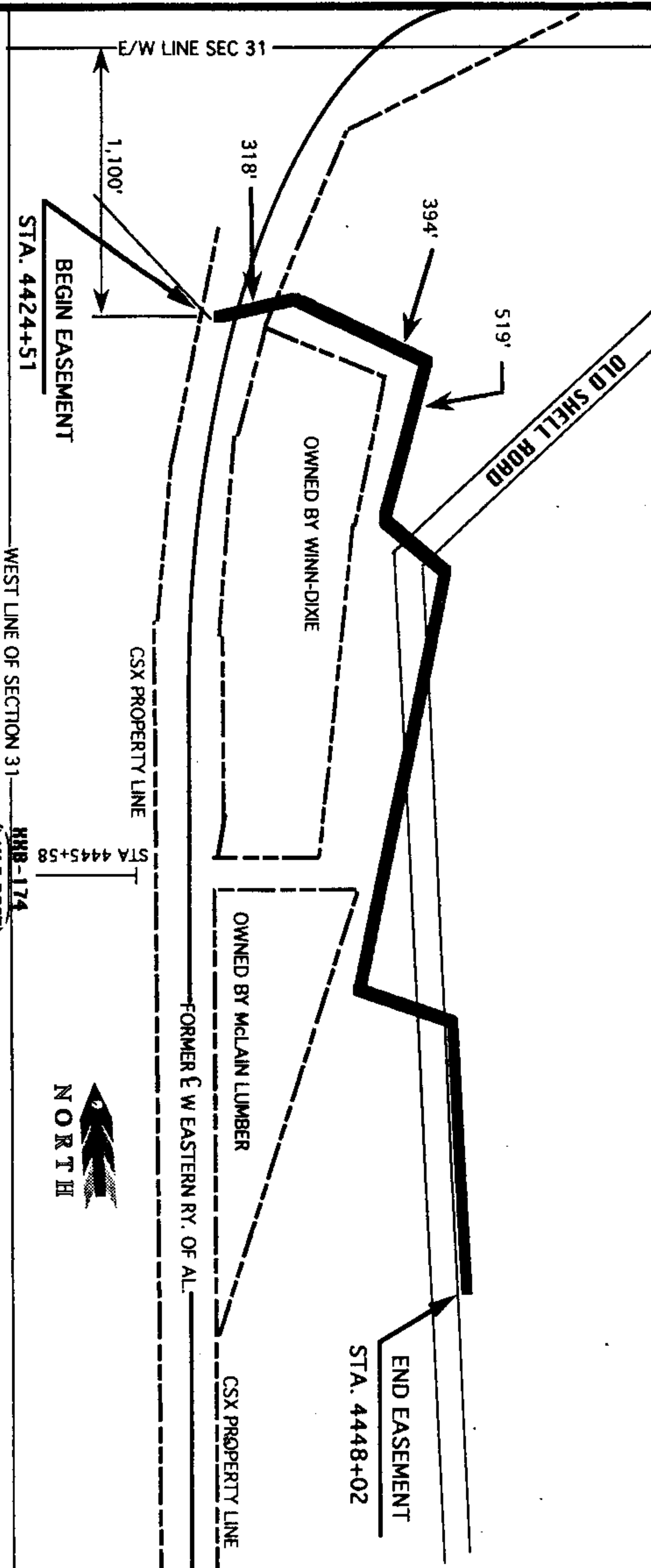
DRAWN BY: WEB

REV.

VALUATION SEC.

V.S. V1AL/L2/S17a & b

SECTION 31 TWP. 17 N, RANGE 18 E.

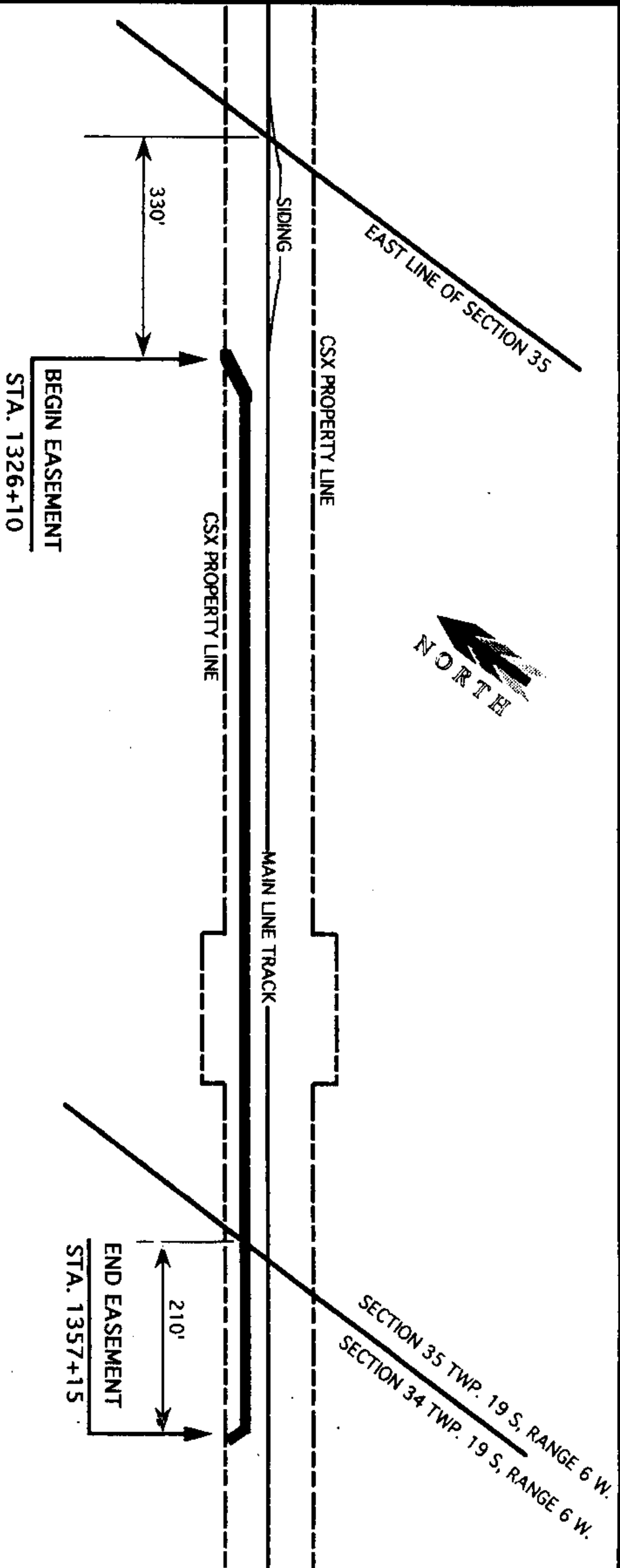


PART OF SECTION 31 TWP. 17 N, RANGE 18 E. MONTGOMERY, MONTGOMERY COUNTY, ALABAMA AND DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON CSX WESTERN PROPERTY LINE AT VALUATION STATION 4424+51t BEING 1,100 FEET SOUTH OF THE OF THE EAST /WEST LINE OF SEC. 31, THENCE IN A NORTHEAST DIRECTION 318 FEET TO A POINT THENCE IN A EASTERN DIRECTION 394 FEET TO A POINT, THENCE IN A SOUTHERN DIRECTION 519 FEET TO A POINT (THE LAST THREE CALLS BORDER AND ARE 55 FEET DISTANT FROM PROPERTY OWNED BY WINN DIXIE) THENCE IN A SOUTHEAST DIRECTION TO POINT ON THE EASTERN SIDE OF OLD SHELL ROAD, THENCE IN A SOUTHWEST DIRECTION RECROSSING SAID ROAD TO A PIONT OPPOSITE PROPERTY NOW OWNED BY MCLAIN LUMBER, THENCE IN A EASTERN DIRECTION TOT A POINT ON THE EAST SIDE OF SAID ROAD, THENCE IN A SOUTHEASTERN DIRECTION TO THE POINT OF ENDING AT STATION 4455+01, FOR A TOTAL LENGTH OF 4,060 FEET.

MONTGOMERY, ALABAMA
AGREEMENT NO. CSX-3269
DATED 7/06/26
APC. DRAWING NO.

LEGEND
EASEMENT LINE, L= 4,060 FT.
CSXT PROPERTY LINES

EXHIBIT APC-35	
CSX TRANSPORTATION, INC. NON EXCLUSIVE AERIAL EASEMENT FOR A SINGLE 44 KV LINE TO ALABAMA POWER COMPANY MONTGOMERY COUNTY ALABAMA	
DATE: 8/24/92	VALUATION SEC.
SCALE: NOT TO SCALE	V.S. VS/2A
DRAWN BY: WEB	432/1
REV.	



PART OF SECTION 34 AND 35 TWP. 19 S, RANGE 6 W., CONNELLSVILLE, JEFFERSON COUNTY, ALABAMA AND DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON CSX NORTHWESTERN PROPERTY LINE AT VALUATION STATION 1326+10 BEING 330 FEET EAST OF THE WEST LINE OF SECTION 35; THENCE IN A GENERALLY SOUTHWESTERLY DIRECTION TO THE POINT OF ENDING ON CSX NORTHWESTERN PROPERTY LINE AT STATION 1357+15 BEING 210 FEET SOUTHWEST OF THE EAST LINE OF SEC. 34; FOR A TOTAL LENGTH OF 3,145 FEET.

CONNELLSVILLE, ALABAMA
AGREEMENT NO. LN-37207001
DATED 2/21/49
APC. DRAWING NO.

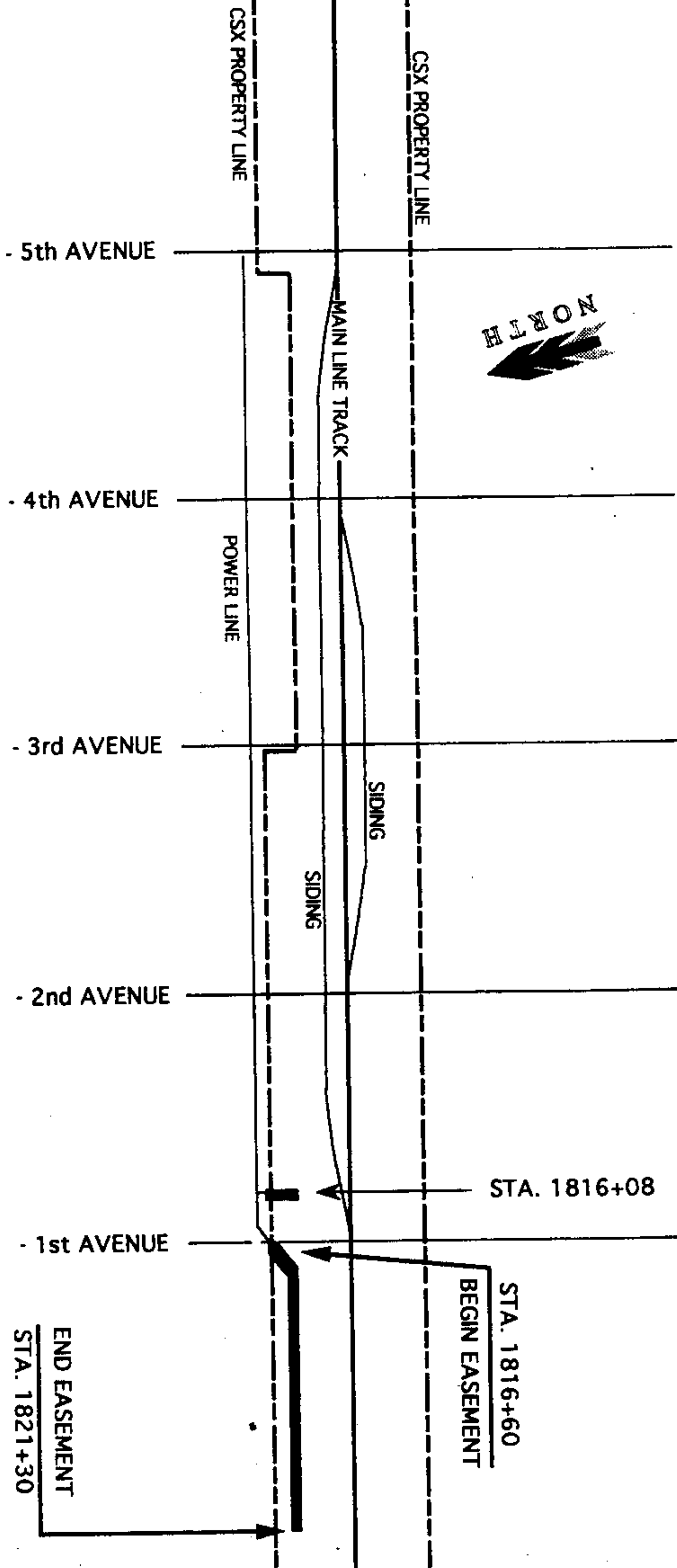
LEGEND
EASEMENT LINE, L= 3,145 FT.
CSXT PROPERTY LINES

EXHIBIT APC-36

CSX TRANSPORTATION, INC.
NON EXCLUSIVE AERIAL EASEMENT FOR
A SINGLE 7.2 KV LINE TO
ALABAMA POWER COMPANY
JEFFERSON COUNTY ALABAMA

DATE: 10/09/92	VALUATION SEC.
SCALE: NOT TO SCALE	V.S. V52/16
DRAWN BY: WEB	
REV.	

SECTION 33 TWP. 3 N, RANGE 28 E.



PART OF SECTION 33 TWP. 3 N, RANGE 28 E., ASHFORD, HOUSTON COUNTY, ALABAMA AND DESCRIBED AS FOLLOWS:
BEGINNING ON THE CSX NORTHERN PROPERTY LINE AT CSX VALUATION STATION 1816+60 BEING ON THE WESTERN SIDE OF 1st. STREET; THENCE IN A GENERALLY WESTERLY DIRECTION 470 FEET ± TO THE POINT OF ENDING AT STATION 1821+30 TOGETHER WITH A GUY WIRE ENCROACHMENT ON CSX LAND AT STATION 1816+08; FOR A TOTAL LENGTH OF 500 FEET.

ASHFORD, ALABAMA
AGREEMENT NO. ACL-12631
DATED 5/12/58
APC. DRAWING NO.

LEGEND
EASEMENT LINE, L= 500 FT.
CSXT PROPERTY LINES

EXHIBIT APC-37

CSX TRANSPORTATION, INC.
NON EXCLUSIVE AERIAL EASEMENT FOR
A SINGLE 12 KV LINE TO
ALABAMA POWER COMPANY
HOUSTON COUNTY ALABAMA

DATE: 8/23/92	VALUATION SEC.
SCALE: NOT TO SCALE	V.S. V1A1/S-6&7
DRAWN BY: WEB	
REV.	



GREENSBORO

BEGIN EASEMENT
STA. 23+50

25TH AVENUE

25TH AVENUE

27TH AVENUE

28TH AVENUE

FORMER MAIN LINE TRACK

POWER LINE

CSX PROPERTY LINE

CSX PROPERTY LINE

LOT 55

END EASEMENT

STA. 7+60

105'

1,122'

165'

PART OF TUSCALOOSA, TUSCALOOSA COUNTY, ALABAMA AND DESCRIBED
AS FOLLOWS:
BEGINNING ON CSX WESTERN PROPERTY LINE AT VALUATION STATION
7+60 BEING THE WESTERN LINE OF LOT NO. 55 AND 165 FEET WEST
OF 28th AVENUE; THENCE IN A SOUTHEASTERN DIRECTION 155 FEET TO
A POINT; THENCE IN A NORTHEASTERN DIRECTION TO A POINT ON CSX
EASTERN PROPERTY LINE BEING THE WESTERLY LINE OF 28th AVE. TO
REENTER CSX PROPERTY 1,122 FEET EASTWARD AND CONTINUING IN
A EASTWARD DIRECTION TO THE POINT OF ENDING ON CSX EASTERN
PROPERTY LINE AT STATION 23+50 BEING 105 FEET WEST OF
GREENSBORO; FOR A TOTAL LENGTH OF 500 FEET.

TUSCALOOSA, ALABAMA
AGREEMENT NO. LN-22633
DATED 5/06/26
APC. DRAWING NO.

LEGEND

— EASEMENT LINE, L= 500 FT.

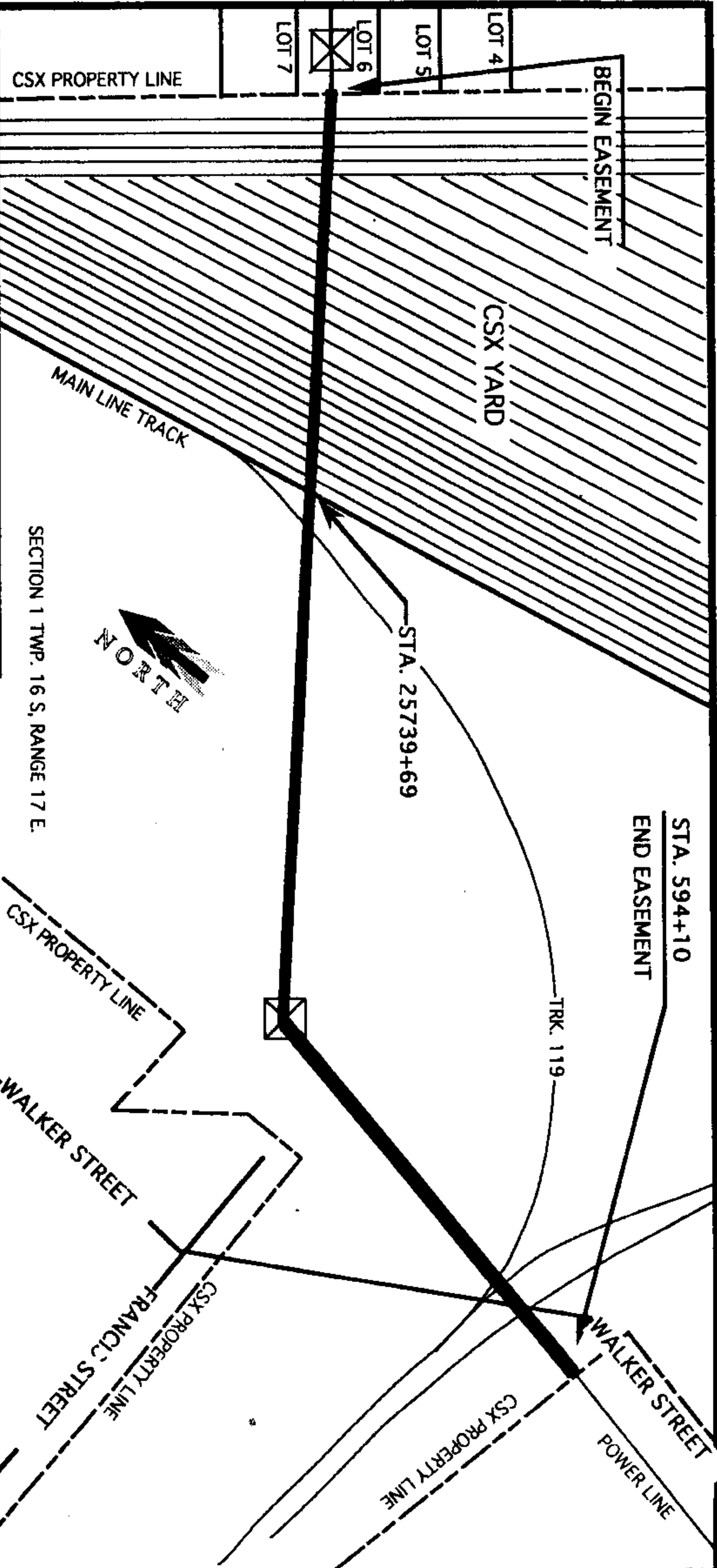
--- CSXT PROPERTY LINES

EXHIBIT APC-38

CSX TRANSPORTATION, INC.
NON EXCLUSIVE AERIAL EASEMENT FOR
A SINGLE 44 KV LINE TO
ALABAMA POWER COMPANY
TUSCALOOSA COUNTY ALABAMA

DATE: 10/08/92
SCALE: NOT TO SCALE
DRAWN BY: WEB
REV

VALUATION SEC.
V.S. V55/S10B



PART OF SECTION 1 TWP. 16 S, RANGE 17 E. MONTGOMERY, MONTGOMERY COUNTY, ALABAMA AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON CSX EASTERN PROPERTY LINE OPPOSITE LAND LOT NO. 6; THENCE IN A SOUTHWESTERLY DIRECTION, CROSSING CSX MAIN TRACK AT VALUATION 25739+69, TO AN EXISTING POWER LINE SUPPORT TOWER LOCATED WEST OF WALKER STREET ADJOINING CSX WESTERN PROPERTY LINE; THENCE IN A SOUTHWESTERN DIRECTION, CROSSING TRACK NO. 119, TO THE POINT OF ENDING ON CSX SOUTHERN PROPERTY LINE; FOR A TOTAL LENGTH OF 1,290 FEET.

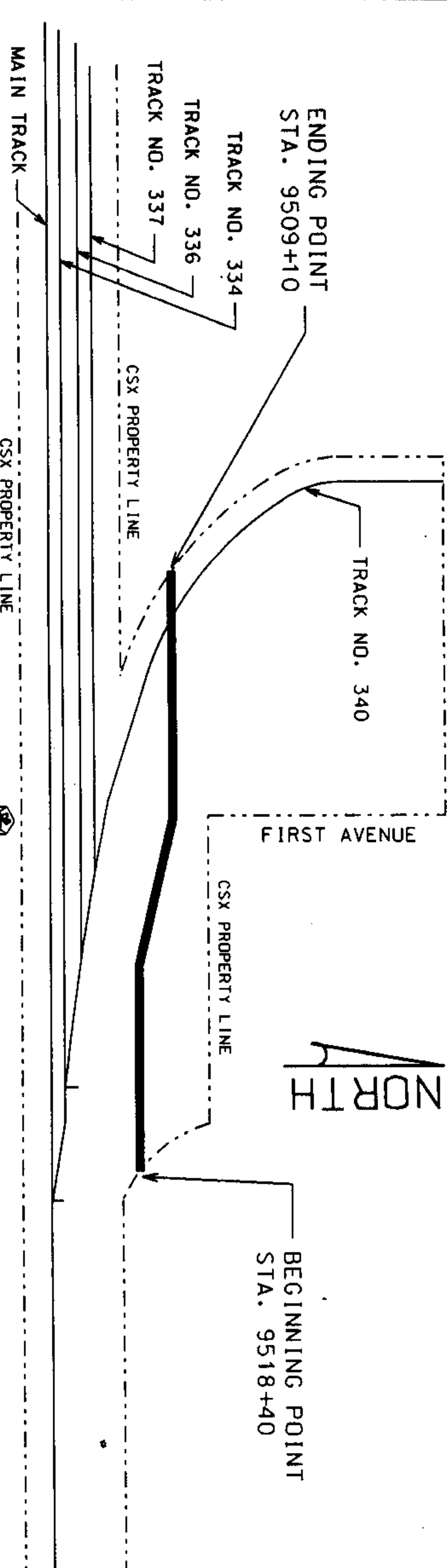
MONTGOMERY, ALABAMA
AGREEMENT NO. LN-31796
DATED 9/23/40
APC. DRAWING NO.

LEGEND
EASEMENT LINE, L= 1,290 FT.
CSXT PROPERTY LINES

EXHIBIT APC-39

CSX TRANSPORTATION, INC.
NON EXCLUSIVE AERIAL EASEMENT FOR
A SINGLE 115 KV LINE TO
ALABAMA POWER COMPANY
MONTGOMERY COUNTY ALABAMA

DATE: 10/09/92	VALUATION SEC.
SCALE: NOT TO SCALE	V.S. V56/S2 & S2 & 3
DRAWN BY: WEB	
REV.	



PART OF CSX PROPERTY SITUATE IN MONTGOMERY COUNTY, ALABAMA MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON CSX PROPERTY 80 FEET NORTH OF AND PERPENDICULAR TO CSX MAIN TRACK AT STA. 9518+40, MORE OR LESS; THENCE IN A WESTERLY DIRECTION, AND BEING 50 FEET NORTH OF AND PERPENDICULAR FROM CSX NORTHERMOST TRACK, 930 FT., MORE OR LESS, TO THE ENDING POINT AT CSX PROPERTY 125 FEET NORTH OF AND PERPENDICULAR TO CSX MAIN TRACK AT STA. 9509+10, MORE OR LESS, FOR A TOTAL OCCUPANCY LENGTH OF 930 FEET, MORE OR LESS.

9503+95
MP 180

MONTGOMERY, ALABAMA

- LEGEND
- OCCUPANCY LINE L = 930 FT.
- CSX PROPERTY LINE
- CSX TRACK

APC-41	
CSX TRANSPORTATION, INC.	
PROPOSED NON EXCLUSIVE EASEMENT FOR A 115 KV TRANSMISSION LINE	
MONTGOMERY COUNTY	ALABAMA
DATE: 9/8/94	VALUATION SEC.
SCALE: N.T.S.	
DRAWN BY: JEM	
REV.:	V.S. 56/ST-4-3

WMS 07-951
JANUARY 30 1996 ALABAMA
03111833 MD 401:00
BC22E-4661/62/21

State of Alabama - Jefferson County
I certify this instrument filed on:

1994 DEC 16 P.M. 12:14

BEGINNING POINT
STA. 23187+50
(MP 438.99)

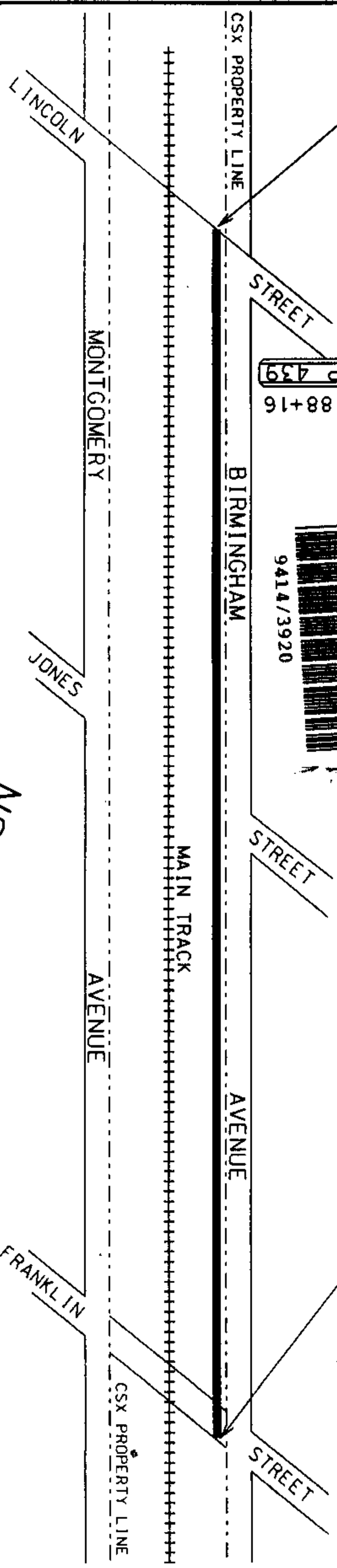
23188+16
MP 439

Recorded and \$
500.00 Deed Tax and Fee Amt.
and \$
152.00 Total \$ 652.00
GEORGE R. REYNOLDS, Judge of Probate



9414/3920

ENDING POINT
STA. 23220+80
(MP 439.62)



PART OF CSX PROPERTY SITUATE IN CHILTON COUNTY,
ALABAMA MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT EAST OF CSX MAIN TRACK
STATION 23187+50 (MP 438.99). MORE OR LESS,
SUCH POINT BEING AT THE NORTHERLY RIGHT OF
WAY LINE EXTENDED OF LINCOLN STREET;
THENCE IN A SOUTHEASTERLY DIRECTION, 3.330
FEET (0.63 MI), MORE OR LESS, TO THE ENDING
POINT AT THE SOUTHERLY RIGHT OF WAY LINE OF
FRANKLIN STREET EAST OF CSX MAIN TRACK STATION
23220+80 (MP 439.62). MORE OR LESS, FOR A
TOTAL OCCUPANCY LENGTH OF 3.330 FEET (0.63MI),
MORE OR LESS.

THORSBY, ALABAMA

LEGEND

- OCCUPANCY LINE L = 3.330 FT.
- CSX PROPERTY LINE
- CSX TRACK

EXHIBIT NO. APC-42

CSX TRANSPORTATION, INC.
PROPOSED NON EXCLUSIVE EASEMENT
FOR A 44 KV TRANSMISSION LINE

CHILTON COUNTY ALABAMA

DATE: 9/8/94	VALUATION SEC.
SCALE: N.T.S.	
DRAWN BY: JEM	
REV.:	V.S. 47/23