

United Cement 44 E. L.L.
(Hilled Products)
T.L. File # 4-4-30
TAW # 1080

S.W. of N.W.
S 5 24 N E 2 W
shelby, Ala

BD 16792

Charge # 00090 982 930 00909 00404

TAW - standard/mod.

This instrument prepared by:
Sara Parks, Corporate Real Estate
Alabama Power Company
P. O. Box 2641
Birmingham, AL 35291

STATE OF ALABAMA)
SHELBY COUNTY)

THIS AGREEMENT, made and entered into on this the 16 day of November, 1995,
by and between **ALABAMA POWER COMPANY**, a corporation, (hereinafter referred to as Licenser),
and **CHEMLIME**, a corporation, (hereinafter referred to as Licensee);

WITNESSETH:

WHEREAS, Licenser 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 communication lines, towers, poles and appliances necessary or convenient in connection therewith upon a strip of land 50 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 instrument executed by United Cement Company, Inc., dated April 10, 1956, recorded in Deed Book 182, page 67 in the office of the Judge of Probate, Shelby County, Alabama, and reference is hereby expressly made to such record for a particular description of such land; and

WHEREAS, Licenser will use a portion of such strip of land pursuant to such easement and has erected thereon an electric transmission line; and

WHEREAS, Licensee is the owner of, or the owner of an interest in, the servient estate of the strip of land embraced in such easement and desires to use portions of said easement for the following purpose: To install and maintain a conveyor as shown on Alabama Power Company's Drawing A- 190-1102, marked Exhibit "A", attached hereto and made a part hereof, hereinafter referred to as the encroachment; and

WHEREAS, the continued maintenance of such encroachment benefits Licensee in the use of the tract of land of which such strip of land is a part; and

WHEREAS, such encroachment, at present, inconveniences Licenser in the exercise of such easement and restricts the uses which Licenser is now making of such strip of land and may do so in the future to a greater extent; and

WHEREAS, such encroachment increases the risks imposed upon Licenser in connection with the exercise of such easement;

NOW THEREFORE, in consideration of the premises, it is hereby agreed and covenanted between the parties hereto as follows:

Licenser hereby expressly gives its consent and permission to Licensee that such encroachment may remain upon such strip of land subject to the terms of this agreement.

Licensee will at all times hereafter indemnify, protect and save Licenser harmless from any and all claims, loss, damage, expense, and liability which Licenser may incur, suffer, sustain or be subjected to, resulting from or arising out of the construction, maintenance, use or presence of the Encroachment of Licensee upon that portion of its easement affected by the Encroachment; provided further, that Licensee

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SHELBY COUNTY JUDGE OF PROBATE
005 MCD 18.50

Inst # 1996-04178

shall indemnify and save Licensor harmless against such claims, loss, damage, expense, and liability to the extent the same may be caused by Licensor's acts of negligence, sole or concurrent, or that of its employees, or agents so long as such claim or loss involves in any way the construction, operation, maintenance or presence of the Encroachment.

Licensee agrees and covenants that neither by the occupancy of such portion of such strip of land with such encroachment, nor in any other way, is Licensee claiming: (1) adversely to Licensor in its ownership of such easement; (2) the right to maintain such encroachment on such strip of land, but that the maintenance of such encroachment by Licensee is with the recognition of the superior easement of Licensor.

Licensee further agrees that in the event Licensor notifies Licensee in writing that the Encroachment, or any parts thereof, on such strip of land must be modified to permit Licensor's existing or proposed construction, operation or maintenance of electric transmission lines, communication lines, or other structures and facilities on such Licensor's right of way, Licensee, in such event will immediately cause said Licensee's facilities, or designated parts thereof, on the strip of land to be modified in order to enable Licensor to perform construction, operation or maintenance work on such Licensor's right of way, and to modify, remove or augment its electric or communication facilities thereof.

Licensee agrees and covenants that Licensee will in such event promptly reimburse Licensor for the reasonable expense incurred in such modification.

Notice herein referred to shall be deemed to be given by Licensor if the same is in writing and addressed at 7444 Highway 25, Calera, AL 35040 and posted in the United States mail with postage prepaid.

In the event Licensee should fail, within sixty (60) days after such notice is so mailed, to modify such encroachment, Licensor is hereby given the express privilege, power and authority as agent for Licensee, to modify the same or any part thereof without incurring any liability of Licensee which may accrue on account of any loss thereby sustained, including any liability for failure to maintain lateral support or liability for damage to the remainder of Licensee's property resulting from such modification even though Licensor is deemed negligent in such modification.

Licensee agrees and covenants that it will in such event promptly reimburse Licensor for the reasonable expense incurred in said modification.

Licensee agrees and covenants upon Licensor's request to give to Licensor, its agents, servants or employees, a full and complete release, satisfaction and discharge of all claims which it may have against Licensor, its agents, servants or employees, arising out of or resulting from any use by Licensor of that portion of its licensed area or any damage to Licensee'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 Licensor, 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 Licensor, its agents, servants or employees, by reason of the matters contained hereof.

Licensee shall use extreme caution in operating machinery and equipment across Licensor's easements in order to assure adequate clearance between the machinery and the high voltage conductors, such distances shall be in excess of the requirements of applicable OSHA standards.

JMS
44 kV Transmission Line

The maximum height of the conveyor at the point of crossing the ~~50-foot wide right of way~~ ^{twenty-seven (27) feet} of Licensor shall not exceed ~~eighteen feet (18')~~ ^{27'}. Also, Licensee shall be responsible for installing suitable grounding for the conveyor consisting of at least four (4) 2/0 copper grounds. Two (2) conveyor grounds shall be installed by Licensee on each side of the transmission line intersection. Each 2/0 copper ground shall connect to the copper ground rod and to substantial members of the conveyor. Licensee shall achieve a ten (10) OHM or less ground resistance at each copper ground.

All the undertakings and covenants contained herein are to be construed as covenants which run with the land and shall be binding upon and enforceable against the respective successors, heirs or assigns of the parties hereto.

Wherever in this agreement the term Licensor or Licensee is used, it shall be deemed to include their respective successors, heirs or assigns.

IN WITNESS WHEREOF, the parties hereto have executed this instrument and affixed their seals on this the 16th day of November, 1995.

CHEMLIME

ALABAMA POWER COMPANY

By: Donald J. Robinson
Its: manager of Alabama
Plant Operations

Joel Huguley
Witness for Donald J. Robinson
signature

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

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Elena V. Handley, 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 16th day of November, 1995.

My Commission Expires: 7-18-99

Elena V. Handley
Notary Public - State at Large

STATE OF ALABAMA)

COUNTY OF SHELBY)

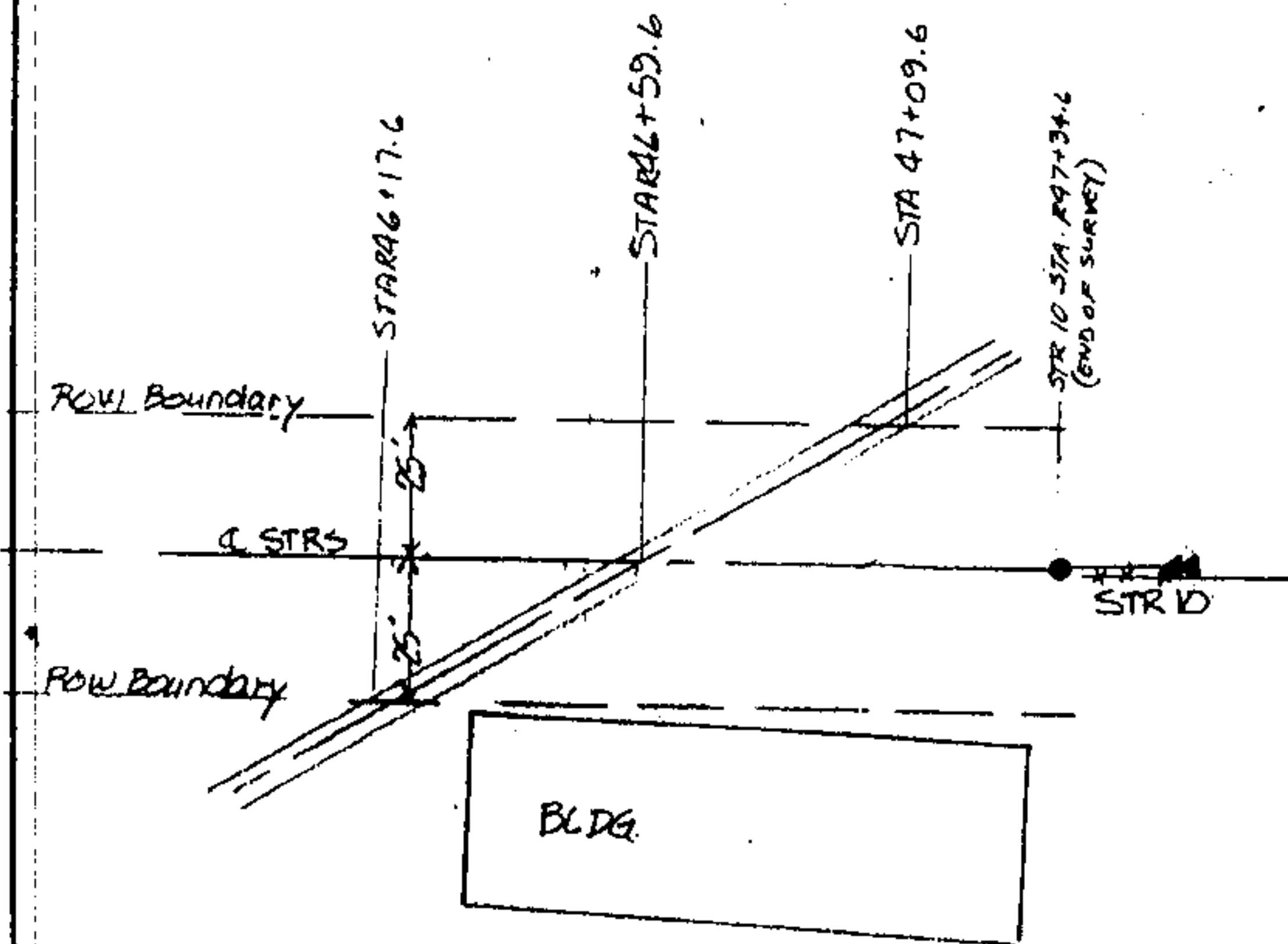
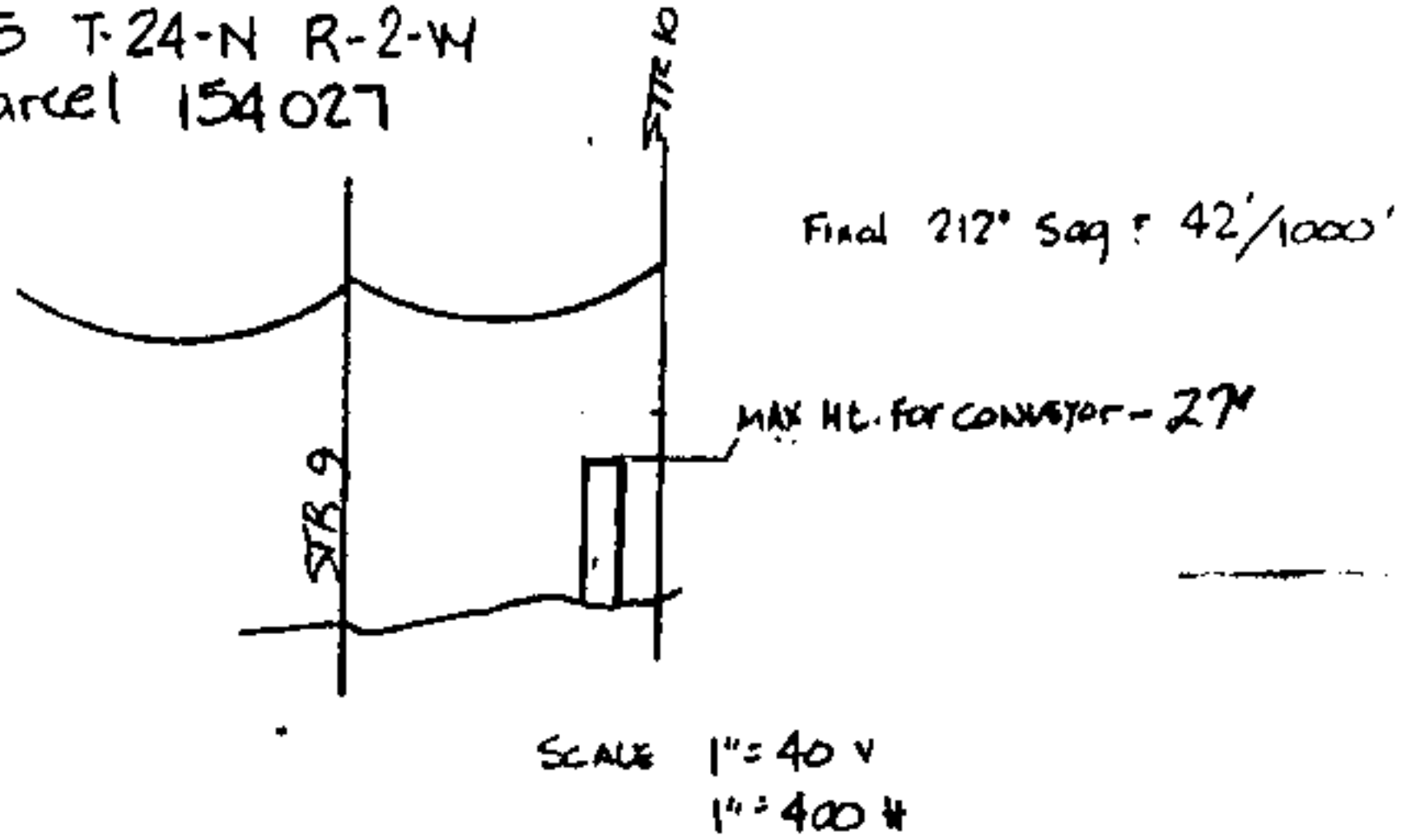
I, Elena V. Handley, a Notary Public in and for said County in said State, hereby certify that Donald J. Robinson, whose name as Manager of Alabama Plant Operations of Chemlime, a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that, being 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 16th day of November, 1995.

My Commission Expires: 7-18-99

Elena V. Handley
Notary Public - State at Large

SHELBY COUNTY
 Sec 5 T-24-N R-2-W
 Parcel 154027



Inst # 1996-04178

02/08/1996-04178
 11:27 AM CERTIFIED
 SHELBY COUNTY JUDGE OF PROBATE

18.50

ref: Ax 490-1028

Exhibit "A"

DR. <u>TIC</u>	NO.	DATE	REVISION	ALABAMA POWER COMPANY	
TR.				SUBJECT <u>Allied Products 44 KV</u>	
CK.				DETAIL <u>Proposed Conveyor Crossing at STR 10</u>	
APP.	SUPERSEDES _____			SCALE <u>1"=40'</u>	SH. <u>1</u> OF <u>1</u> SHEETS
DATE <u>10/25/95</u>					A-190-1102