

423

(TL-6-4-4 B)
70158882 (affects: 768)
This Instrument Prepared By: 4 349

20051101000565830 1/5 \$23.50
Shelby Cnty Judge of Probate, AL
11/01/2005 09:41:09AM FILED/CERT

USE AGREEMENT

WITNESSETH:

2. SPOJ will secure and maintain at its expense, a policy of public liability insurance in a form acceptable to APCo and in a corporation which is qualified to do business in the State of Alabama and which is acceptable to APCo, which policy shall insure APCo against and hold it harmless from any and all liability which APCo may incur as the result of any personal injuries, death to persons or damage to or destruction of property, whenever occurring, suffered or allegedly suffered by SPOJ, its employees, tenants, invitees, SPOJs, or any other persons whomsoever, based upon or growing out of the ownership, use or occupancy of said strip of land or the construction, operation or maintenance of such electrical facilities on said strip of land by APCo, caused, occasioned, or contributed to by the negligence of SPOJ, its agents, servants, employees, tenants, invitees, SPOJs, or any other persons whomsoever, and even though caused, occasioned or contributed to by the negligence, sole or concurrent, of the APCo, its agents, servants or employees so long as such claim or loss involves in any way the construction,

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operation, maintenance or presence of the Proposed use. Such policy shall provide coverage to APCo by naming Alabama Power Company as an additional assured against risk of such liability in the amount of Five Hundred Thousand Dollars (\$500,000) for each occurrence, personal injury or injuries, death to persons and/or damage to or destruction of property or properties, and shall contain a provision that such policy will not be terminated as to APCo until APCo shall have been given at least ninety (90) days notice in writing of the date on which such policy will be terminated. SPOJ will furnish APCo with either a certified copy of such policy or other sufficient evidence thereof within thirty (30) days after the execution of this agreement and on each subsequent renewal date of such policy.

3. SPOJ agrees and covenants that neither by the occupancy of such portions of said strip of land with such Proposed use, nor in any other way, has it claimed or is it claiming: (1) adversely to APCo in its ownership of such easement, or (2) the right to maintain such Proposed use on such strip of land, but that the maintenance of such Proposed use by SPOJ on said strip of land is with the recognition of the superior easement of APCo, including the right of APCo to place additional facilities hereafter on such strip of land.

4. SPOJ agrees that in the use of said easement as designated herein or in any other manner, it will not in any way cause the transmission lines, communication lines, or any other structures or electrical equipment of APCo now or hereafter located on such strip of land to become or remain in violation of the requirements of the National Electrical Safety Code as to clearances between electrical conductors and ways accessible to pedestrians and vehicles. The said National Electrical Safety Code herein referred to is more specifically described in "Safety Rules for the Installation and Maintenance of Overhead Electric Supply and Communication Lines" published currently by the Institute of Electrical and Electronics Engineers.

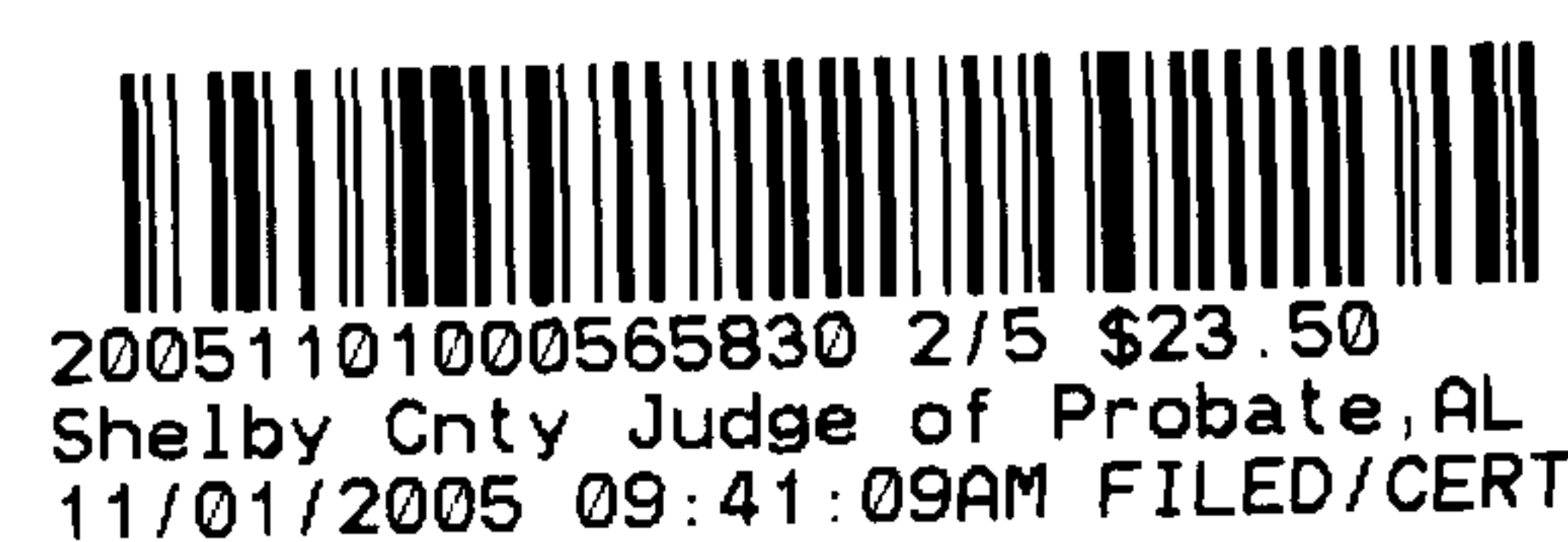
SPOJ also agrees to meet the standards and requirements of OSHA pertaining to or associated with APCo's facilities.

5. SPOJ agrees that in the event APCo notifies it in writing that said SPOJ's facilities, or any parts thereof, on said APCo's easement must be removed from said easement to permit APCo's existing or proposed construction or maintenance of electric transmission lines, communication lines, or other structures and facilities on such APCo's easement, SPOJ, in such event, will immediately cause all said Proposed use, or designated parts thereof, on such strip of land to be removed therefrom for a period of time requested by APCo in order to enable APCo to perform construction or maintenance work on such easement.

6. SPOJ further agrees and covenants that it will construct and maintain at its own expense and in a manner satisfactory to and approved by APCo, a concrete curb, barricade, fender or other adequate protective structure around each tower, poles, guy wire, or other work now existing on said easement within or enclosed by the present boundaries of the property owned by SPOJ and each tower, pole or other work which APCo may construct in the future on such strip of land within said boundaries in order to protect the same against damage from vehicles driven or parked thereon.

7. SPOJ agrees and covenants that: (1) in the use of said easement or right of way of APCo, no flammable material, liquid or solid, will be stored or used on said easement or right of way; (2) any use of APCo's easement or right of way not expressly agreed to herein is prohibited; (3) it will reimburse APCo for the cost of any relocations or revisions of electrical facilities necessitated by the Proposed use; (4) no building of metal construction or otherwise, will be situated or maintained on any part of APCo's easement or right of way; (5) no vehicles permitted to be parked on APCo's easement or right of way will be over thirteen and one-half feet (13 1/2') in height; (6) at Areas A & B shown on Exhibit "A", SPOJ shall install a 16-foot drive gate for APCo's use in any fence that may be installed along the property line; (7) at Areas A & B, SPOJ shall not park any RVs under and parallel to the transmission line facilities; (8) at Area C, should any gating be installed in this area, SPOJ will be required to install such type as to allow APCo the ability to install an APCo locking system in the gate for unrestricted/unlimited access to its right of way; (9) APCo shall use its rights of ingress and egress thru Area C to the right of way over a 20-foot wide unrestricted right of way to service its facilities. The centerlines of the 20-foot right of way will be at 90 degrees to the center line of APCo's right of way (right of way starting at Sta 1084+08 on Lay Dam-Bessemer R/W; (10) SPOJ shall contact the Birmingham Area Transmission Department before the design of any lighting. Alabama Power Company's contacts are:

William A. Tidwell (205) 226-1098 or Jeff Roper (205) 226-1080



8. Notice herein referred to shall be deemed to be given by APCo if the same is in writing at _____ and posted in the United States mail with postage prepaid.

9. It is understood and agreed between the parties hereto that all the undertakings and covenants herein are to be construed and intended as covenants which run with the land and are to be binding upon, enforceable against, and inure to the benefit of the parties hereto, their executors, administrators, successors and assigns.

10. Wherever in this agreement the term APCo or SPOJ is used, such term shall be deemed to include their respective executors, administrators, successors or assigns.

IN WITNESS WHEREOF, the parties hereto have executed this instrument and affixed their seals on this the 30th day of June, 2005.

ALABAMA POWER COMPANY

By: Sara R. Parks
Name: Sara R. Parks
Title: Land Supervisor

SUNCOAST PROPERTIES OF JACKSONVILLE, INC.

By: S. Z. K...
Name: Salem Hassan
Title: President

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Shelby County, AL 11/01/2005
State of Alabama

Deed Tax: \$.50

(TL-6-4-4B)
70158882 (7682)
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STATE OF ALBAMA)
JEFFERSON COUNTY)

I, Dorothy G. Reynolds, a Notary Public in and for said County in said State, hereby certify that SARA R. PARKS whose name as Land Supervisor, Corporate Real Estate, 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 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 June, 2005.

My Commission Expires: 3/1/08

Dorothy G. Reynolds
Notary Public - State at Large

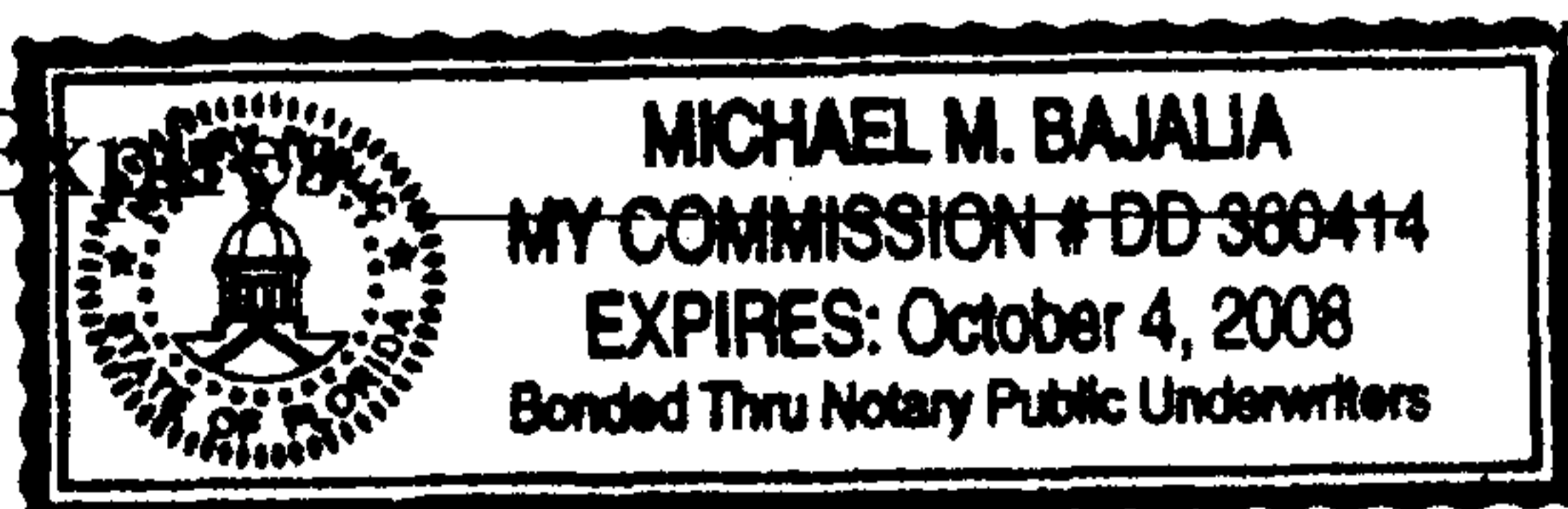
STATE OF Florida)
COUNTY OF Duval)

20051101000565830 4/5 \$23.50
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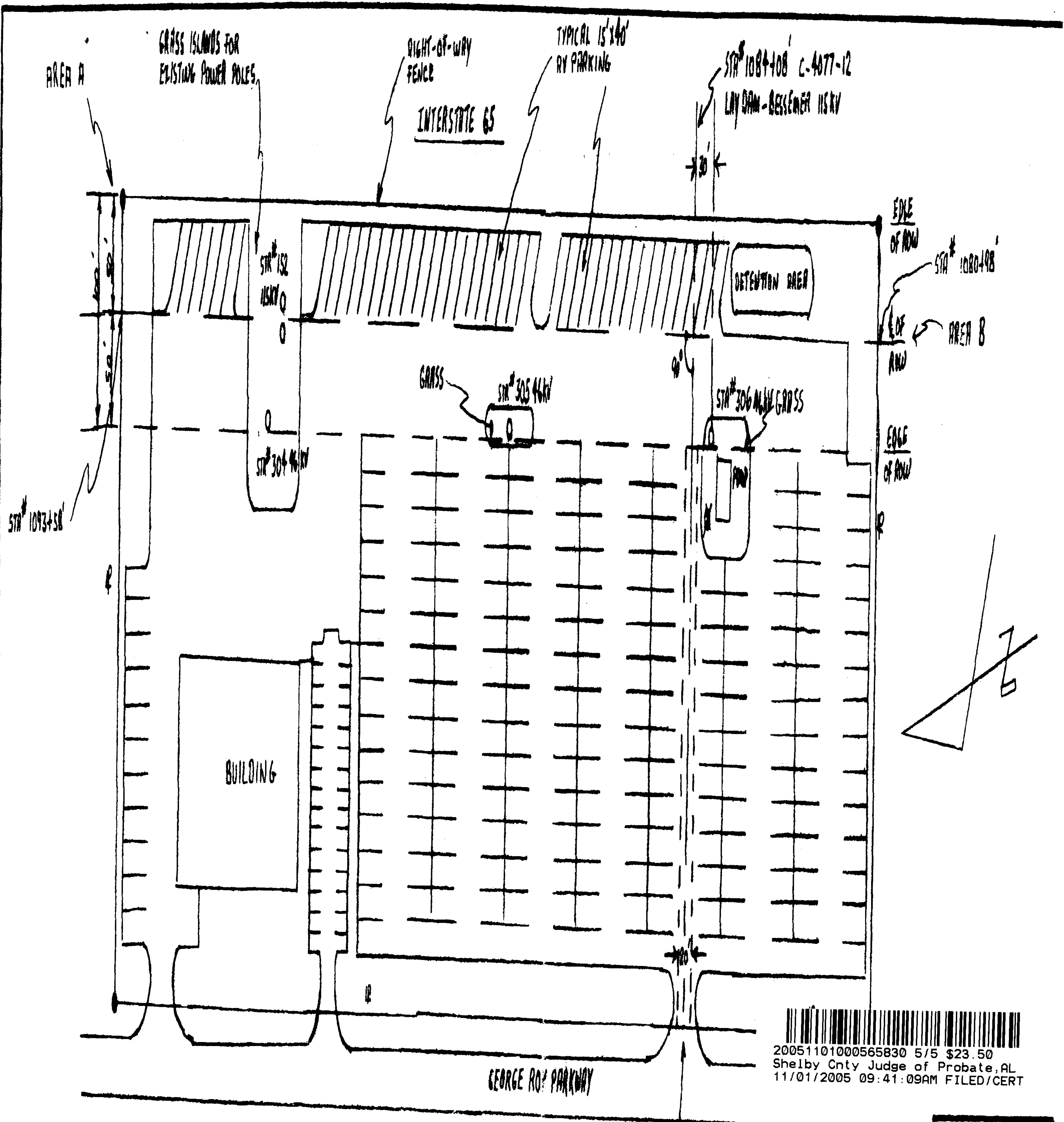
I, Michael M. Bajalia, a Notary Public in and for said County in said State, hereby certify that Salem Hassan, whose name as President of Sun Coast Properties of Jacksonville, Inc., a Corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, he, with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and official seal, this the 30th day of June, 2005.

My Commission Expires



Salem Hassan
Notary Public - State at Large



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● LOT CORNERS
 * DISTRIBUTION POLES NOT IN 46 KV

PARCEL # 768
 TENNESSEE COAL, IRON, AND RAILROAD CO.
 SEP 10, 1914

SHELBY COUNTY
 NE 1/4 OF SW 1/4 & SE 1/4 OF SW 1/4
 SECTION 32, T-21S, R-2W,

AREA C

03/04/05
 03/04/05
 1"=60'
 10'

ALABAMA POWER CO
 LAY DAM-BESSEMER 44
 SINCOAST RV