

STATE OF ALABAMA)
)
SHELBY COUNTY)

*License Agreement
\$ 500.00 per County*

~~September~~ THIS INDENTURE, MADE AND ENTERED INTO ON THIS THE 4th day of August, 2008, by and between **Alabama Power Company**, a corporation, hereinafter sometimes called the Company, and **Lafarge Building Materials Inc.**, an Alabama corporation, hereinafter sometimes called Lafarge; *ILB*

WITNESSETH:

WHEREAS, the Company has acquired and now owns an easement over certain lands and land rights located in the NE ¼ of the SW ¼ Section 18, Township 22 South, Range 2 West, Shelby County, Alabama; and

WHEREAS, Lafarge desires to acquire from the Company an easement, to the extent of the Company's interest, for the repair, operation, maintenance and removal of its existing railroad connection track upon, over, along, under, through and across portions of said lands; and

WHEREAS, the Company is willing to grant to Lafarge the aforesaid easement for railroad purposes upon the terms and conditions stated herein;

NOW THEREFORE, for and in consideration of the premises and of the covenants and agreements of Lafarge, as hereinafter set out, and in further consideration of the sum of One Dollar and No/100 Dollars (\$1.00) in hand paid to the Company by Lafarge, the receipt of which is hereby acknowledged, the Company does hereby, to the extent of the Company's interest, grant unto Lafarge, its successors and assigns, subject to the terms, conditions, reservations and limitations hereinafter set forth an easement for the repair, operation, maintenance and/or removal of a railroad connection track only in the location described above in Section a. below. Lafarge shall repair, operate, maintain and/or remove the railroad track in accordance with, and the parties hereby agree to, the following:

a. The location of the easement described in this Indenture is on the Company easement area approximately as depicted on Alabama Power Company's drawings **A-190-1458, sheets 1, 2 and 3 of 3 dated 5-07** marked Exhibit "A", attached hereto and made a part hereof (the "Easement Area").

b. The easement herein granted is made subject to all existing matters of title, including all easements and rights of way for roads or other public utilities which are now located on the easement herein granted and there is excepted from this grant the facilities, lines and appurtenances attached thereto.

c. The said railroad track of Lafarge shall be repaired, operated, maintained and removed in accordance with all applicable federal, state and local statutes, regulations, ordinances, rules and other laws, including without limitation, environmental laws and with the adopted procedure of well regulated business and undertakings of same or similar kind and in such manner as not to cause the facilities of the Company to be in conflict with the specifications

of the National Electric Safety Code ("NESC"), or any other specifications prescribed by laws of the United States or of the State of Alabama or any regulatory body having jurisdiction with respect to such facilities. At any time such specifications are not being met because of the repair, operation, maintenance, presence and/or removal of said railroad track, then Lafarge shall within thirty (30) days after notice that such specifications are not being met, revise, alter or remove said railroad track in accordance with and so as to comply with such specifications; provided that such longer period of time to accomplish such compliance shall be granted to the extent necessitated by the nature and scope of the work to be done if Lafarge has used its diligent efforts to commence and complete such work.

d. The Company reserves unto itself, its successors and assigns, the right to construct, operate and maintain on the easement herein granted by it to Lafarge, wires, lines, poles, towers and other structures and appliances necessary or convenient for the transmission of electric power and communications as may become necessary or desirable in the future and the right to permit other corporations and persons to attach wires, lines and other appliances to said structures, provided such additional use does not interfere with the rights granted Lafarge hereunder. Without limitation to the foregoing, it is acknowledged that the installation of additional overhead wires and lines not in violation of NESC standards will not be considered an interference.

e. The Company specifically reserves unto itself the right of ingress and egress to and from its facilities, easement and property at all times and should Lafarge's railroad track so constructed, hinder or interfere with the Company's ingress and egress for the construction, operation and maintenance of its facilities (in the Company's sole reasonable judgment), then Lafarge shall make the necessary provisions to eliminate said hindrance or interference; provided, however, that the Company acknowledges and agrees that on site structures and improvements currently located on the Easement Area are not violative of this Section e.

f. In the event that due to the construction, operation, maintenance and/or removal of the railroad track constructed by Lafarge there occurs any damage to the Company's facilities, Lafarge shall reimburse the Company for the reasonable and actual cost of repairing or relocating such facilities, (including any related anchor and guy work).

g. Lafarge shall fully reimburse the Company for the reasonable cost of relocating any of its facilities located on the Easement Area as a result of any change in NESC or other applicable industry standards. In addition, Lafarge shall fully reimburse the Company for any Additional Cost incurred with respect to future structures and appliances constructed, operated and maintained by the Company ("Future Construction") to the extent such Future Construction is affected by Lafarge's operations and facilities located within the easement. The term "Additional Cost" means the excess of the reasonable and actual costs incurred by the Company with respect to such structures and appliances over what the Company's costs would have been with respect to such structures and appliances in the absence of this Indenture and Lafarge's facilities constructed, operated and maintained pursuant to the terms hereof.

h. Lafarge shall use extreme caution in operating machinery and equipment across said easement in order to assure adequate clearance between the machinery and the high voltage conductors.

i. Upon completion of the repair, maintenance or removal of any Lafarge improvements on the Easement Area, Lafarge shall remove or cause to be removed all equipment used and all debris and refuse resulting therefrom and shall leave the premises in a condition reasonably satisfactory to the Company.

j. Except as otherwise provided herein, and to the fullest extent permitted by law, Lafarge and the Company agree to indemnify and hold each other harmless from and against all claims, damages, losses and expenses (including, but not limited to, reasonable attorney's fees) for personal injury (including bodily injury, sickness or death) or damage to tangible property asserted by any person (collectively "Claims") caused by the negligent, wanton or willful acts or conduct of their respective agents, employees and contractors in the performance of their respective obligations related to the past, present or future construction, repair, operation or maintenance of the Easement Area and facilities thereon. Nothing herein shall require either party to indemnify the other for Claims resulting from the negligent, wanton or willful acts or conduct of the agents, employees or contractors of the party requesting indemnification hereunder. Lafarge will secure and maintain at its expense, a policy of commercial general liability insurance from a corporation which is qualified to do business in the State of Alabama. Such policy shall provide coverage to the Company by naming Alabama Power Company as an additional insured in the amount of not less than Five Million Dollars (\$5,000,000.00) 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 the Company until the Company shall have been given at least thirty (30) days notice in writing of the date on which such policy will be terminated. Lafarge will furnish the Company with sufficient evidence of such policy within thirty (30) days after receipt of a written request therefor from the Company. Lafarge agrees that the Company shall have the right to cause such minimum amount of insurance coverage to be increased by commercially reasonable amounts by giving written notice to Lafarge of the increased amount not less than sixty (60) days prior to the renewal date of such policy. The Company shall not increase such amounts more than once in any three (3) year period. Lafarge agrees that any such increased minimum coverage amount shall be deemed commercially reasonable if it does not represent a percentage increase in minimum coverage that exceeds the increase in the Producer Price Index – All Commodities for the period since the last minimum coverage amount was established. Notwithstanding the foregoing, the Company agrees that so long as Lafarge is a company whose shares or ownership interests are publicly traded or a wholly-owned subsidiary thereof and Lafarge's or its parent company's equity (measured as total assets minus total liabilities) exceeds the product of one hundred (100) and the amount of commercial liability insurance required hereunder, then Lafarge may self-insure its obligations hereunder.

k. The easement granted by the Company to Lafarge is granted for railroad track purposes only and should said easement cease to be used for such purpose for a period of one year following completion of track construction, this conveyance is to be held null and void and all rights, title and interest granted hereby shall revert to and become the property of the Company, its successors and assigns.

l. Herein the terms "Lafarge" and "Company" shall include their respective employees and this agreement shall inure to and be binding upon the successors and assigns of the parties hereto. This Indenture may not be assigned without the express written consent of the



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Company in each instance. The Company agrees not to unreasonably withhold its consent to an assignment of this Indenture.

m. Nothing in this document is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this document, or not a successor or assign of the parties to this document.

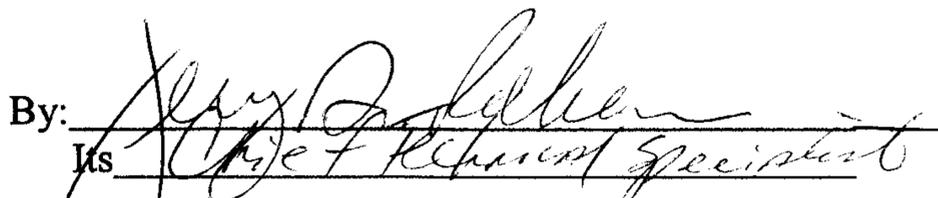
TO HAVE AND TO HOLD UNTO Lafarge, its successors and assigns, forever, subject to the terms, limitations, reservations and conditions herein stated.

IN WITNESS WHEREOF, the parties have hereunto caused this instrument to be executed by their duly authorized representatives.

WITNESS OR ATTEST:

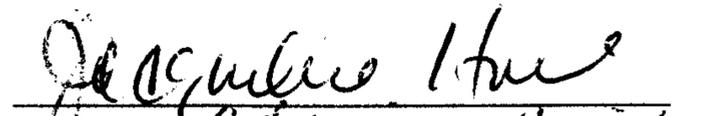
ALABAMA POWER COMPANY

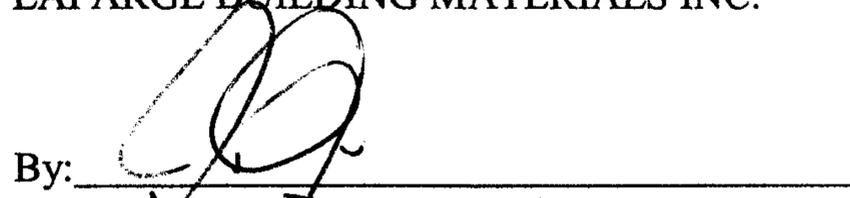

Its Real Estate Specialist

By: 
Its Chief Financial Specialist

ATTEST:

LAFARGE BUILDING MATERIALS INC.

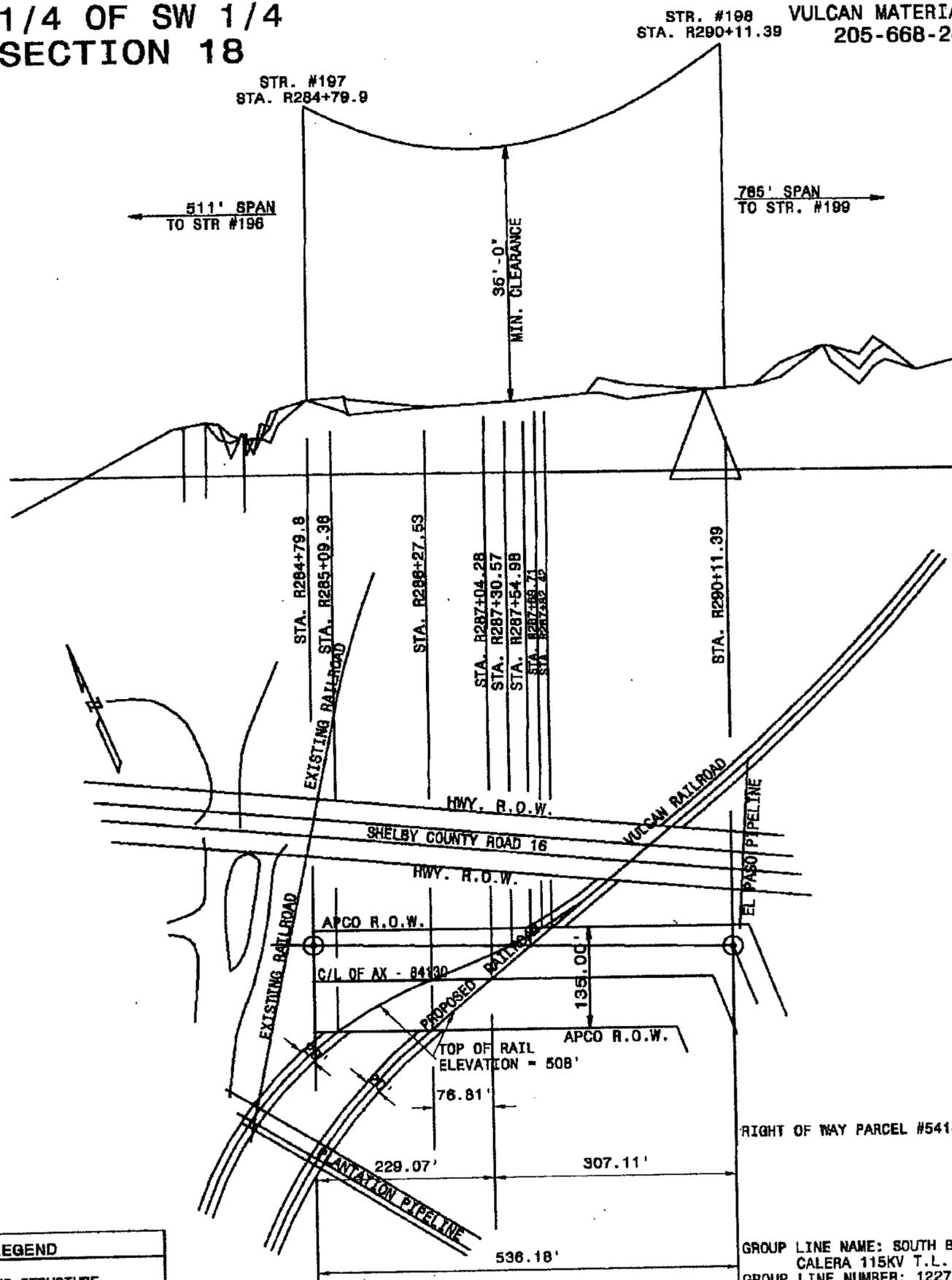

Its Admin Unit

By: 
Its Vice President

A-190-1458

**SHELBY COUNTY, AL
T-22-S & R-2-W
NE 1/4 OF SW 1/4
SECTION 18**

**PAUL RYAN
VULCAN MATERIALS CO.
205-668-2492**



COMPUTER PREPARED DRAWING. MAKE NO MANUAL CHANGES. RETURN TO POWER DELIVERY TRANSMISSION



LEGEND			
⊙	EXISTING STRUCTURE		

DR	LGE	NO.	DATE	REVISION
DA	05/07	-	-	-
CK	JT			
APP	-			
DATE	-			

ALABAMA POWER COMPANY

SUBJECT VULCAN RAILROAD TAW AT LAFARGE AGGREGATE

DETAIL RAILROAD CROSSING

1227A0 SOUTH BESSEMER CALERA 115KV T.L.

SCALE VERT. 1"=20'
HOR. 1"=200' SH. 1 OF 3 SHEETS

A-190-1458

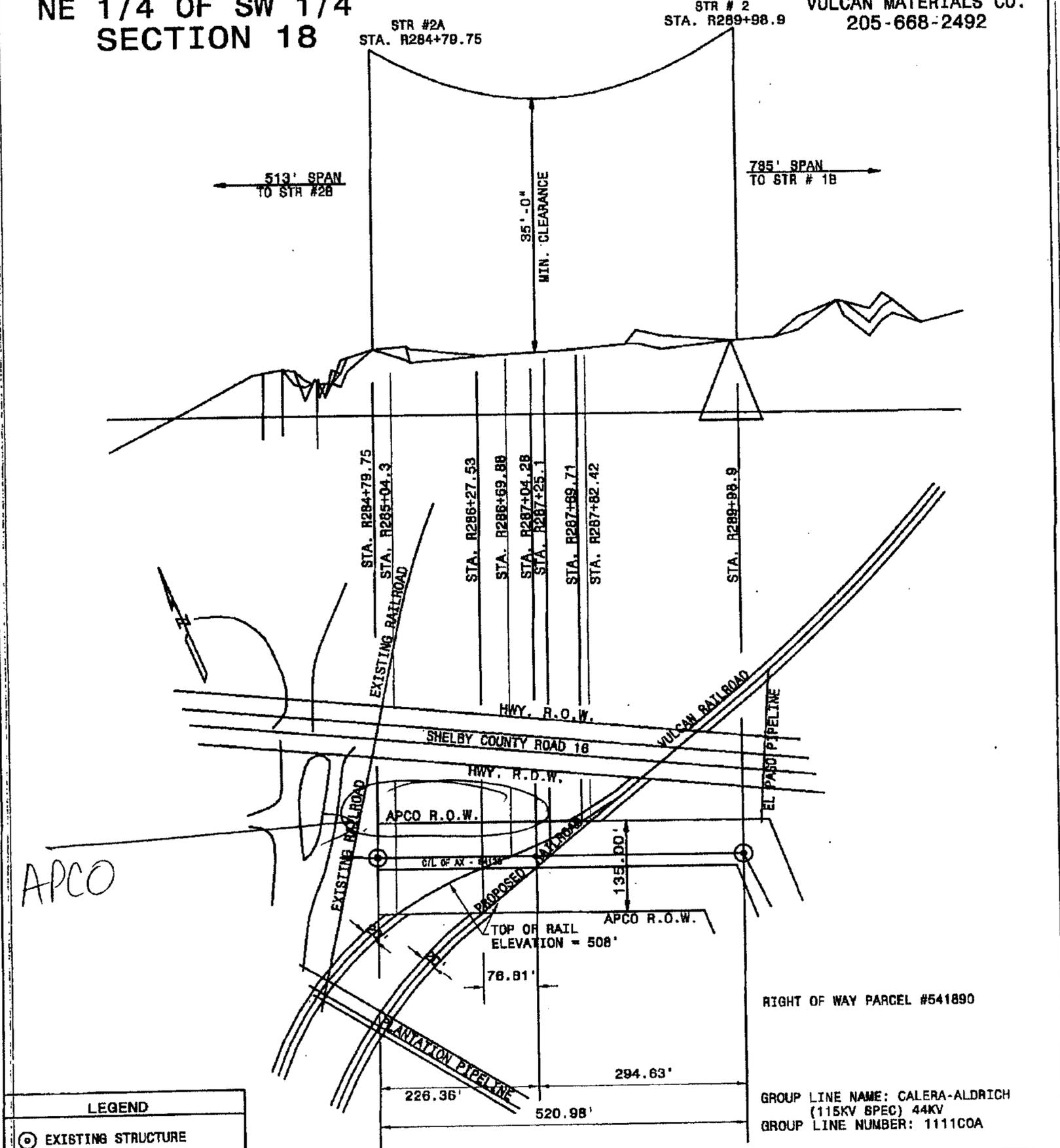
SUPERSEDES _____

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A-190-1458

**SHELBY COUNTY, AL
T-22-S & R-2-W
NE 1/4 OF SW 1/4
SECTION 18**

**PAUL RYAN
VULCAN MATERIALS CO.
205-668-2492**



COMPUTER PREPARED DRAWING. MAKE NO MANUAL CHANGES. RETURN TO POWER DELIVERY TRANSMISSION

APCO

LEGEND			
⊙	EXISTING STRUCTURE		
DR.	LGE	NO.	DATE
DA	05/07	-	-
CK	JT		
APP	-		
DATE	-		

ALABAMA POWER COMPANY	
SUBJECT <u>VULCAN RAILROAD TAW AT LAFARGE AGGREGATE</u>	
DETAIL <u>RAILROAD CROSSING</u>	
1111COA CALERA-ALDRICH (115KV SPEC) 44KV	
VERT. 1"=20'	SH. 2 OF 3 SHEETS
HOR. 1"=200'	A-190-1458




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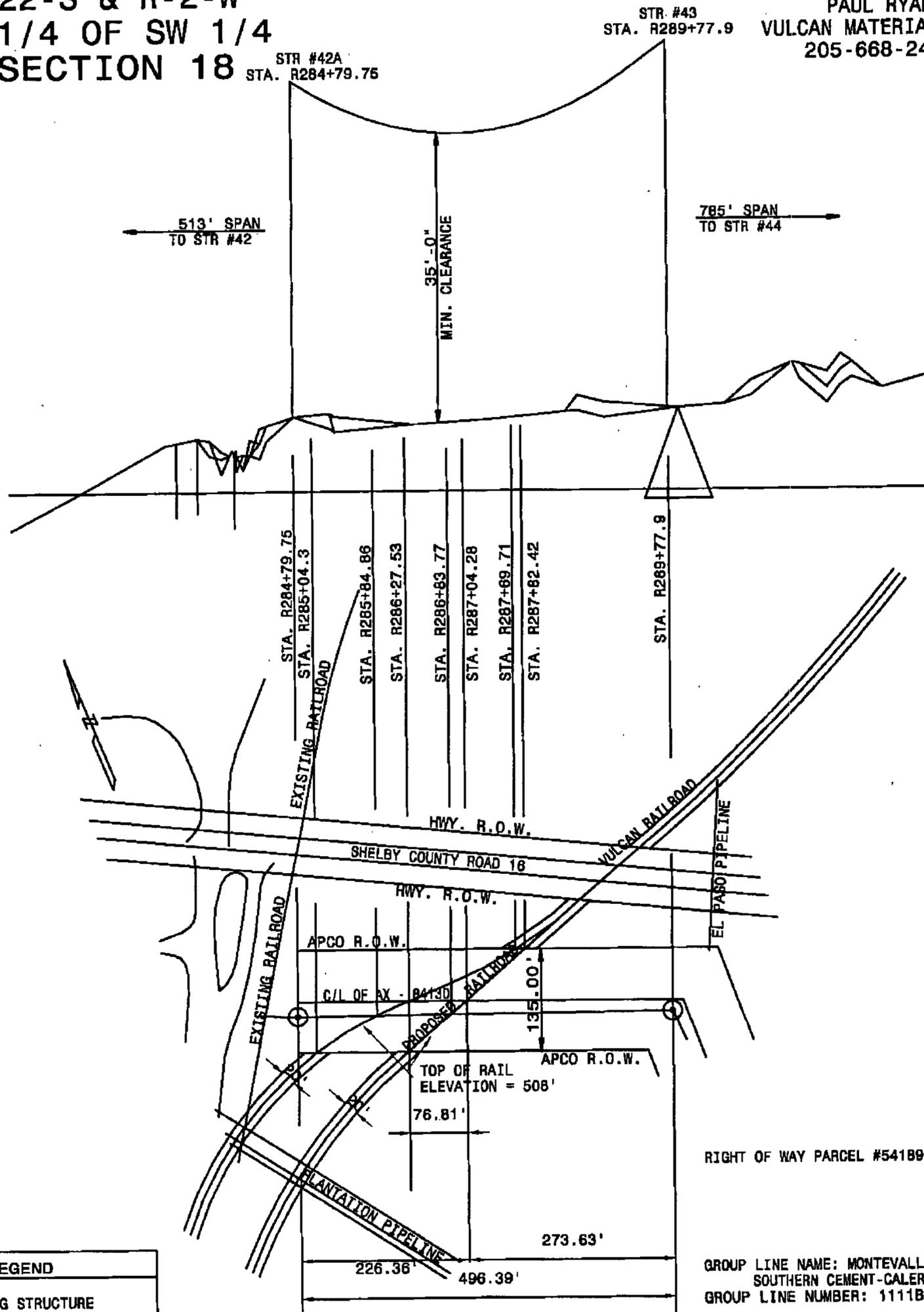


20081117000442500 8/8 \$32.50
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A - 190-1458

SHELBY COUNTY, AL
T-22-S & R-2-W
NE 1/4 OF SW 1/4
SECTION 18

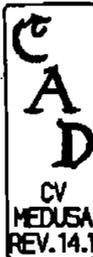
PAUL RYAN
VULCAN MATERIALS CO.
 205-668-2492



RIGHT OF WAY PARCEL #541890

GROUP LINE NAME: MONTEVALLO-SOUTHERN CEMENT-CALERA 44KV
 GROUP LINE NUMBER: 1111BOA

COMPUTER PREPARED DRAWING. MAKE NO MANUAL CHANGES. RETURN TO POWER DELIVERY TRANSMISSION



LEGEND	
⊙	EXISTING STRUCTURE

DR.	LGE	NO.	DATE	REVISION
DA	05/07	-	-	-
CK	JT			
APP	-			
DATE	-			

ALABAMA POWER COMPANY	
SUBJECT <u>VULCAN RAILROAD TAW AT LAFARGE AGGREGATE</u>	
DETAIL <u>RAILROAD CROSSING</u>	
1111BOA MONTEVALLO-SOUTHERN CEMENT-CALERA	
VERT. 1"=20'	SH. 3 OF 3 SHEETS
SCALE HOR. 1"=200'	A-190-1458