

STATE OF ALABAMA )  
SHELBY COUNTY )

*License Agreement*  
*\$528.00 per County*

*September* ~~August~~ THIS INDENTURE, MADE AND ENTERED INTO ON THIS THE 9<sup>th</sup> day of ~~August~~, 2008, by and between **Alabama Power Company**, a corporation, hereinafter sometimes called the Company, and **Vulcan Construction Materials, LP**, a Delaware limited partnership, hereinafter sometimes called Vulcan;

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, Vulcan 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 Vulcan 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 Vulcan, 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 Vulcan, the receipt of which is hereby acknowledged, the Company does hereby, to the extent of the Company's interest, grant unto Vulcan, 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. Vulcan 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 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.

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 Vulcan 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 Vulcan 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.

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 Railroad 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 Vulcan 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 Railroad'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 Railroad shall make the necessary provisions to eliminate said hindrance or interference.

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

g. Vulcan shall fully reimburse the Company for the reasonable cost of relocating any of its facilities necessitated by the easement described above. In addition, Vulcan 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 Vulcan's operations and facilities located within the easement. The term "Additional Cost" means the excess of the 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 Vulcan's facilities constructed, operated and maintained pursuant to the terms hereof.

h. Vulcan 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, Vulcan 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 satisfactory to the Company.

j. Except as otherwise provided herein, and to the fullest extent permitted by law, Vulcan 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 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. Vulcan 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. Vulcan will furnish the Company with sufficient evidence of such policy within thirty (30) days after receipt of a written request therefor from the Company. Vulcan 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 Vulcan 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. Vulcan 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 Vulcan is a company whose shares or ownership interests are publicly traded or a wholly-owned subsidiary thereof and Vulcan'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 Vulcan may self-insure its obligations hereunder without any obligation to provide certificates as provided above..

k. The easement granted by the Company to Vulcan 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 "Vulcan" 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 Company in each instance. The Company agrees not to unreasonably withhold its consent to an assignment of this Indenture.

TO HAVE AND TO HOLD UNTO Vulcan, 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

Amanda H. Edge  
Its Real Estate Specialist

By: Jerry D. Roberson  
Its Chief Technical Specialist

ATTEST:

VULCAN CONSTRUCTION MATERIALS, LP

\_\_\_\_\_  
Its \_\_\_\_\_

By: Shenod B. Clark  
Its President, Southern Gulf Coast

STATE OF ALABAMA     )  
                                      )  
JEFFERSON COUNTY     )

I, Amanda H. Edge, a Notary Public, in and for said County in said State, hereby certify that Jerry D. Roberson, whose name as Chief Technical Specialist of Alabama Power Company, a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, he, as such Chief Technical Specialist 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 9<sup>th</sup> day of September, 2008.

Amanda H. Edge  
Notary Public State at Large

[SEAL]

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Oct 17, 2011  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

20081117000442510 5/8 \$32.50  
Shelby Cnty Judge of Probate,AL  
11/17/2008 04:22:40PM FILED/CERT

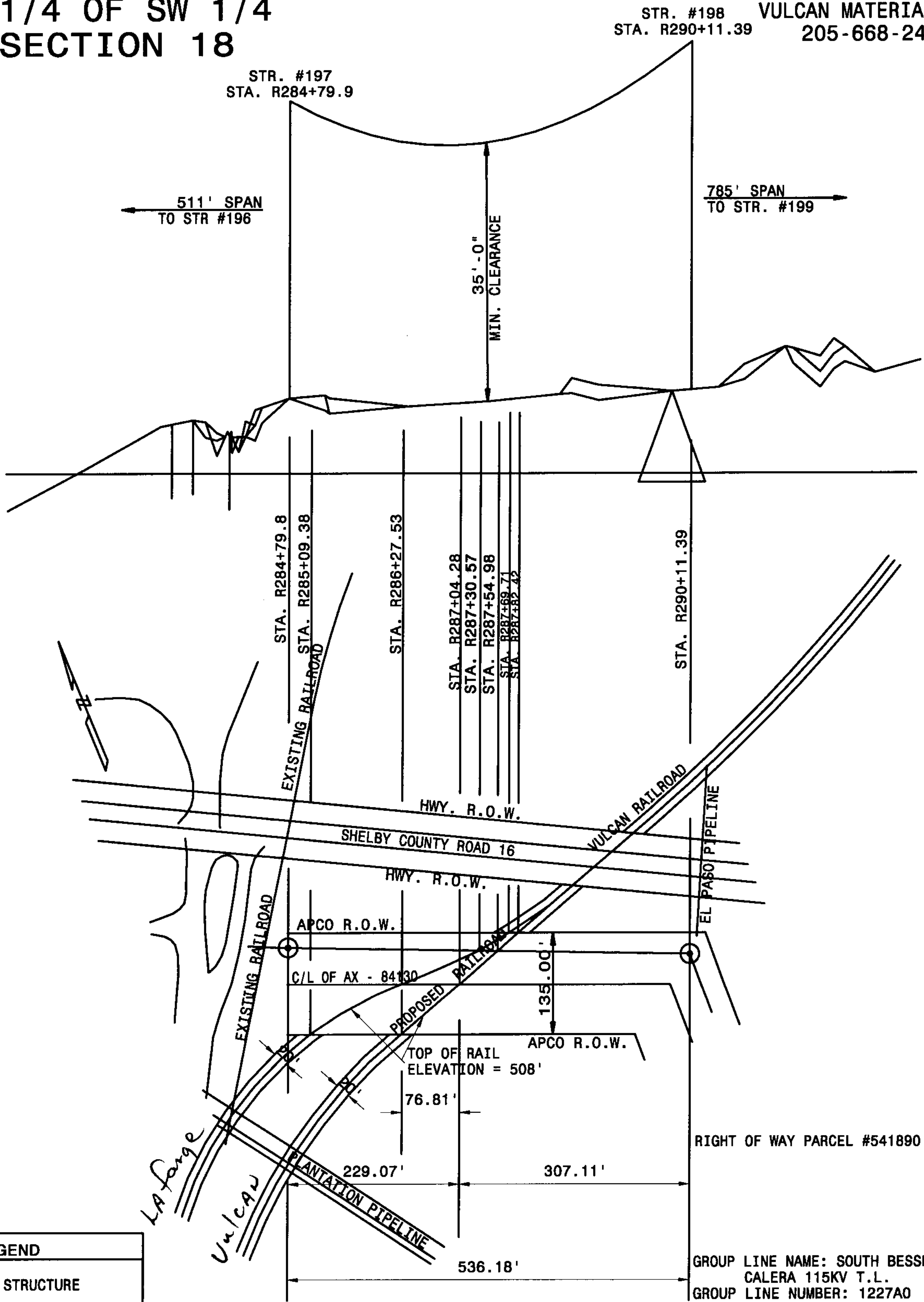
Given under my hand and official seal, this the 3<sup>rd</sup> day of September, 2008.

**NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Apr 23, 2011  
BONDED THRU NOTARY PUBLIC UNDERWRITERS**

972515.3

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



20081117000442510 6/8 \$32.50  
Shelby Cnty Judge of Probate, AL  
11/17/2008 04:22:40PM FILED/CERT

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

CAD  
CV  
MEDUSA  
REV.14.1

LEGEND			
⊙	EXISTING STRUCTURE		

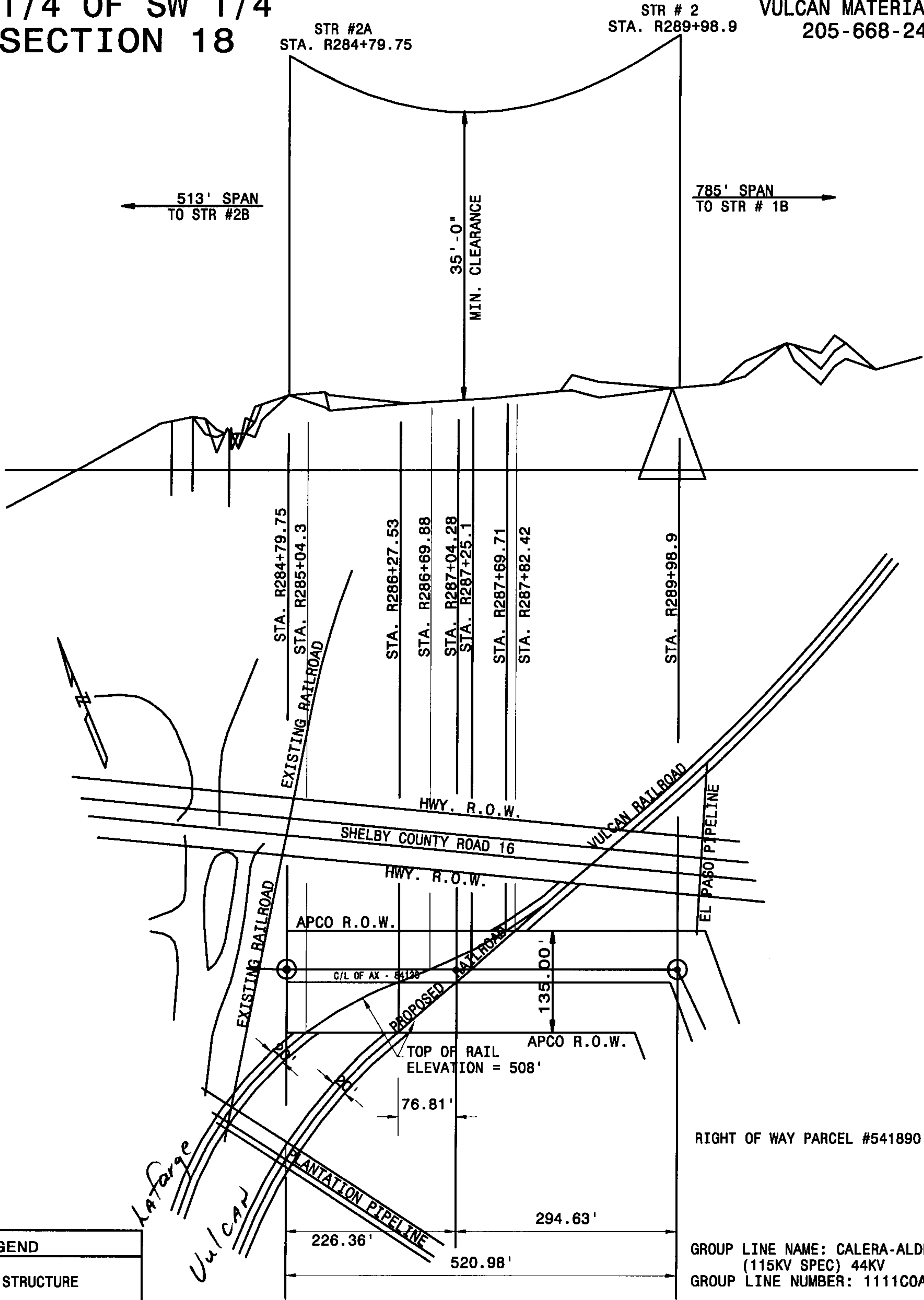
DR.	LGE	NO.	DATE	REVISION
DA.	05/07	-	-	-
CK.	JT			
APP.	-			
DATE	-			
SUPERSEDES - SCALE				

ALABAMA POWER COMPANY	
SUBJECT VULCAN RAILROAD TAW AT LAFARGE AGGREGATE	
DETAIL RAILROAD CROSSING	
1227A0 SOUTH BESSEMER CALERA 115KV T.L.	
VERT. 1"=20'	HOR. 1"=200'
SH. 1 OF 3 SHEETS	
A-190-1458	



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

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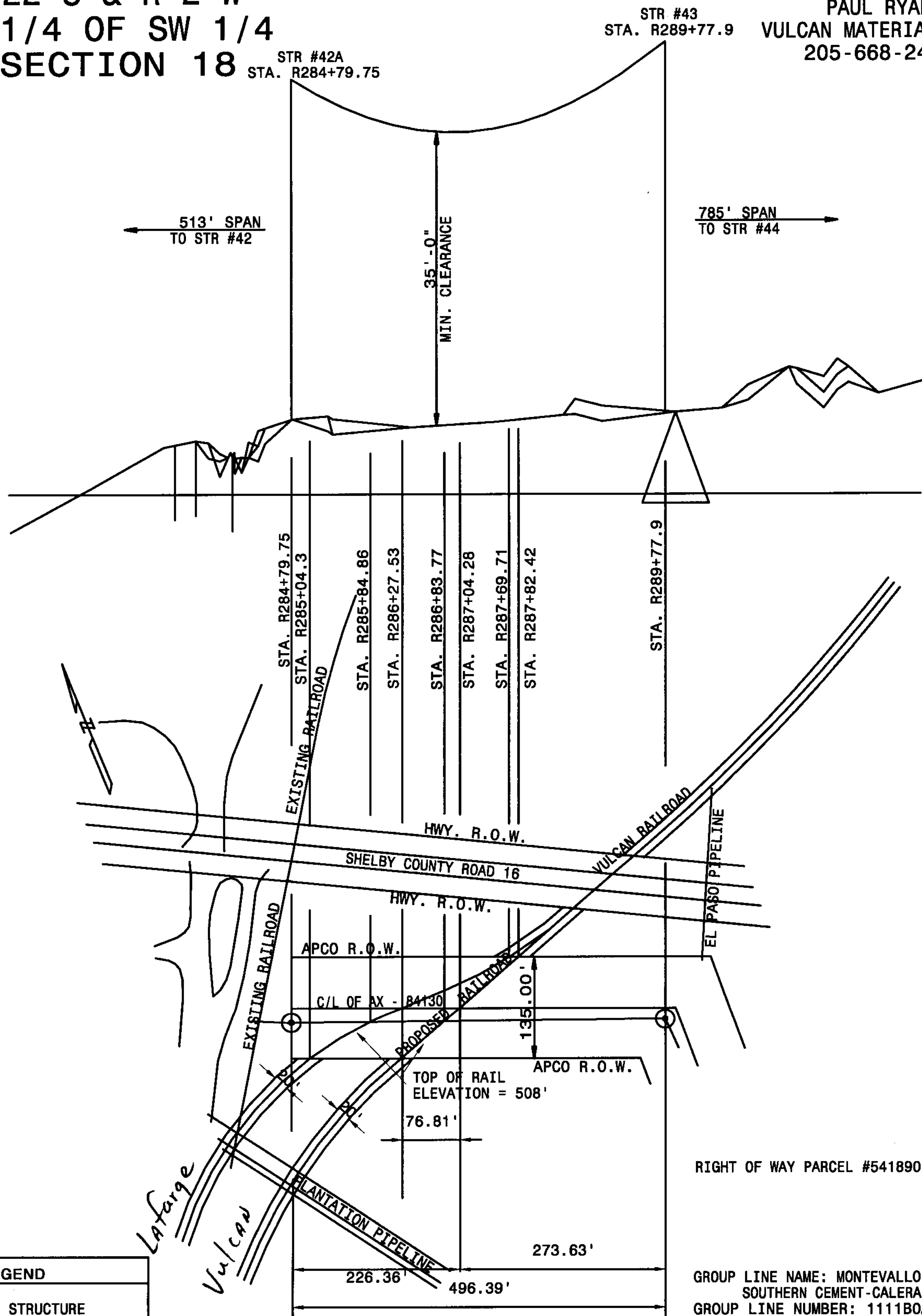
LEGEND			
⊙	EXISTING STRUCTURE		

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			
1111COA CALERA-ALDRICH (115KV SPEC) 44KV			
VERT. 1"=20'		SH. 2 OF 3 SHEETS	
HOR. 1"=200'		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



2008117000442510 8/8 \$32.50  
Shelby Cnty Judge of Probate, AL  
11/17/2008 04:22:40PM FILED/CERT

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POWER DELIVERY TRANSMISSION

CAD  
CV  
MEDUSA  
REV. 14.1

LEGEND			
⊙	EXISTING STRUCTURE		

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

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