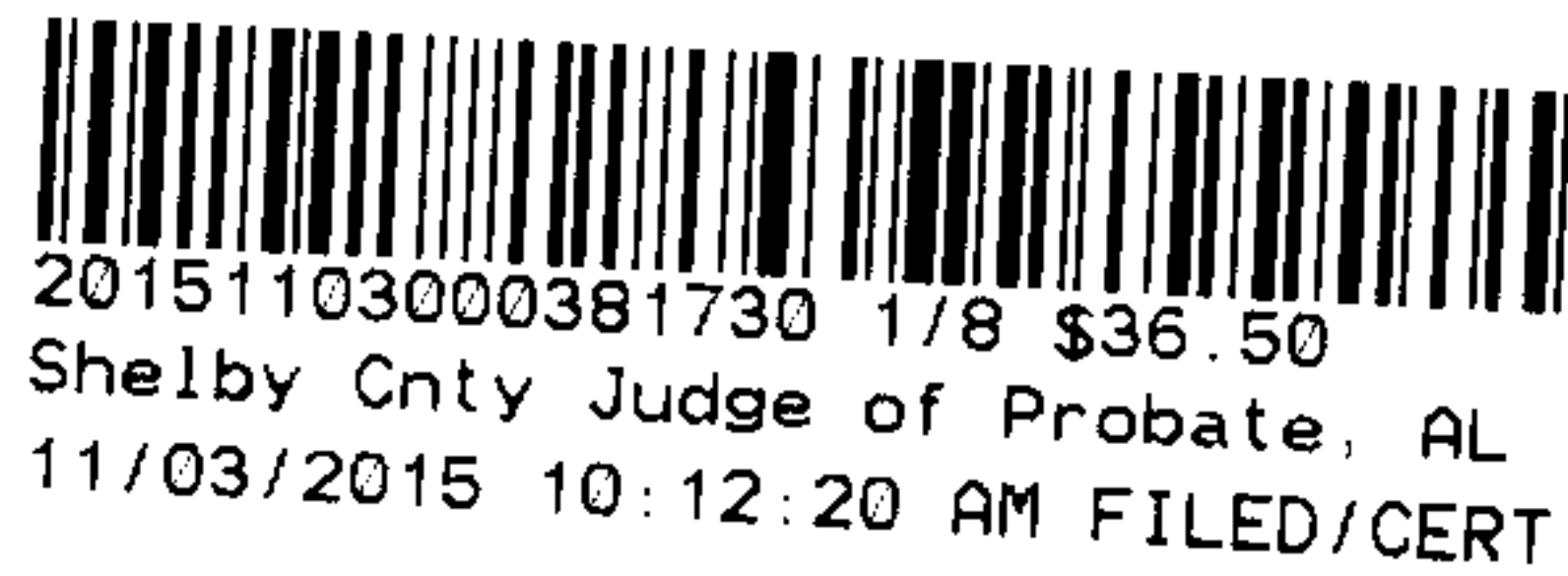


H/500

Shelby County, AL 11/03/2015  
State of Alabama  
Deed Tax: \$1.50

STATE OF ALABAMA)  
COUNTY OF SHELBY)



**THIS INDENTURE** made and entered into on the 21<sup>st</sup> day of October, 2015 by and between Alabama Power Company, a corporation, hereinafter referred to as the Grantor, and THE WESTERVELT COMPANY, hereinafter referred to as the Grantee.

**WITNESSETH:**

**WHEREAS**, Grantor has acquired and owns certain lands and interest in lands located in the South half of the Northeast quarter (S ½ of NE ¼ ) of Section 27, Township 21 South, Range 1 East, Shelby County, Alabama; and

**WHEREAS**, Grantee desires to acquire from Grantor a non-exclusive road access easement not to exceed 30 feet in width along an existing road on said lands (said lands being herein described as the "Easement"); and

**WHEREAS**, Grantor is willing to grant to Grantee the Easement for such purposes upon the terms and conditions stated herein:

**NOW, THEREFORE**, in consideration of the premises, and of the covenants and agreements of the Grantees as hereinafter set out, and in further consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid to the Grantor by the Grantee, receipt of which is hereby acknowledged, the Grantor does hereby grant, to the extent of its interest, unto the Grantee, its successors and assigns, subject to the terms and conditions hereof, a non-exclusive road access easement along that certain existing road approximately shown on Exhibit A attached hereto and made a part hereof.

This agreement is subject to the following terms and conditions:

1. The Easement herein granted is made subject to all Easements and rights of way for roads or other public utilities, which are now located on the Easement area herein granted, and there are excepted from this grant the facilities, lines and appurtenances attached thereto.
2. Grantee shall adhere to best land management practices, and the access road shall be operated and maintained in accordance with the adopted procedures of well-regulated businesses and undertakings of the same or similar kind, and in such manner as not to be in conflict with, or cause the facilities of the Grantor or its successors, lessees and assigns to be in conflict with, (a) the specifications of the National Electric Safety Code, the amendments to and revisions thereof in effect from time to time, or hereafter prescribed, (b) nor any law, regulations or ordinances of any federal, state or local government, or of any regulatory agency, having jurisdiction with respect to such facilities. At any time such specifications are not being met because of the maintenance and/or presence said road, then Grantee shall within thirty (30) days after notice that such specifications are not being met, proceed to revise said road in accordance with such specifications. In the event it may now be or may hereafter become necessary to reconstruct the power lines of Grantor or to make any changes therein, in order to comply with any of the aforementioned specifications, such reconstruction or change shall be made at the expense of Grantee if the situation or its facilities are the underlying cause for the necessary reconstruction or change to meet such specifications, and Grantee will promptly reimburse Grantor for any expense incurred in connection therewith.
3. The Grantor reserves unto itself, its successors and assigns, the right to construct, operate and maintain on the Easement herein granted by it to Grantee, lines and poles and towers and appliances necessary therewith for the transmission of electric power as may become necessary or desirable in the future and the right to permit other corporations and persons to attach wires to said poles and towers. Such use will, however, be in accordance with the provisions of the State of Alabama Highway Department Standards for Accommodating utilities on Highway Rights of Way.
4. Not in limitation of any other provision of this Agreement, Grantee will at all times hereafter, to the full extent of the law, defend, indemnify, protect and forever hold Grantor,



and its agents and assigns, harmless from and against any and all liability, obligations, costs, claims, loss, damage, expense (including, without limitation, court costs and attorney's fees and expenses) and liability which Grantor may incur, suffer, sustain or be subject to, resulting from or arising out of (i) the operation, maintenance and use or presence of the Easement herein granted, even if caused in whole or in part by the negligence of Grantor and (ii) Agreement. Not in limitation of the foregoing, Grantee 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 the coverage to Grantor by naming Alabama Power Company as an additional insured in the amount of not less than Three Million Dollars (\$3,000,000.00) 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 Grantor until Grantor shall have been given at least thirty (30) days prior notice in writing of the date on which such policy will be terminated. Grantee will furnish Grantor with a certified (by the insurer) copy of the policy or policies providing such coverage or other evidence of coverage acceptable to Grantor within ten (10) days after notice from Grantor. Grantee agrees that Grantor shall have the right to cause such minimum amount of insurance coverage to be increased by commercially reasonable amounts by giving written notice to Grantee of the increased amount not less than sixty (60) days prior to the renewal date of such policy. Grantor shall not increase such amounts more than once in any three (3) year period. Grantee 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. Further not in limitation of the foregoing, Grantor shall have no responsibility for any damage to Grantee's property, real or personal, occurring as a result of Grantor's exercise of its rights under such easement, even if caused in whole or in part by Grantor's negligence. The provisions of this section 11 shall survive any expiration or termination of this Agreement.

5. Grantor specifically reserves unto itself the right of ingress and egress to and from its facilities and property at all times and should Grantee's facilities so constructed, hinder or interfere with Grantor's ingress and egress for the proper operation and maintenance of its facilities, then Grantee shall make the necessary provisions to eliminate said hindrance or interference.
6. Grantee shall comply with all laws applicable to the existence and use of the road right of way, and without limiting the generality hereof, shall comply with all applicable federal, state, county and local statutes, regulations, ordinances and other laws, and will not by any act or omission render Grantor liable for any violation thereof. Not in limitation of the foregoing, Grantee covenants that during the term of this Agreement:

(a) No Hazardous Materials (as hereinafter defined) will be contained in, treated, stored, handled, generated, located on, discharged from, or disposed of on, or constitute a part of, the road right of way. As used herein, the term "Hazardous Materials" includes, without limitation, any asbestos, petroleum or petroleum products, scrap tires, dry cleaning agents, urea formaldehyde foam insulation, flammable explosives, lead-based paints, polychlorinated biphenyls (hereinafter referred to as "PCBs"), radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related or unrelated substances or materials defined, regulated, controlled, limited or prohibited in the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA") (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Sections 1801, et seq.), the Resource Conservation and Recovery Act ("RCRA") (42 U.S.C. Sections 6901, et seq.), the Clean Water Act (33 U.S.C. Sections 1251, et seq.), the Oil Pollution Act (33 U.S.C. Sections 2701 et seq.), the Clean Air Act (42 U.S.C. Sections 7401, et seq.), the Toxic Substances Control Act (15 U.S.C. Sections 2601, et seq.), the Alabama Water Pollution Control Act (Ala. Code Sections 22-22-1 et seq.), the Alabama Solid Wastes Disposal Act (Ala. Code Sections 22-27-1 et seq.), the Alabama Hazardous Wastes Management And Minimization Act (Ala. Code Sections 22-30-1 et seq.), the Alabama Hazardous Substance Cleanup Fund Act (Ala. Code Sections 22-30A-1 et seq.), the Alabama Underground and Aboveground Storage Tank Trust Fund Act (Ala. Code Sections 22-35-1 et seq.), the Alabama Lead ban Act of 1988 (Ala. Code Sections 22-37-1 et seq.), the Alabama Lead Reduction Act of 1997 (Ala. Code Sections 22-



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Shelby Cnty Judge of Probate, AL  
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37A-1 et seq.), the Alabama Drycleaning Environmental Response Trust Fund Act (Ala. Code Sections 22-30D-1 et seq.), and the Alabama Scrap Tire Disposal Act (Ala. Code Sections 22-40-1 et seq.), each such Act as amended from time to time, and in the rules and regulations adopted and publications promulgated pursuant thereto, and in the rules and regulations of the Occupational Safety and Health Administration (“OSHA”) pertaining to occupational exposure to asbestos, as amended from time to time, or in any other federal, state or local environmental, health and safety statutes, codes, rules, regulations, ordinances or other laws now or hereafter in effect. Notwithstanding anything to the contrary in the foregoing, Grantee shall be permitted to use reasonable amounts of those Hazardous Materials which are necessary to maintain the road right of way; provided, however, that any such use shall be in compliance with all federal, state, county and local environmental, health and safety statutes, codes, rules, regulations, ordinances and other laws currently or hereafter existing, including, but not limited to, those referenced above in this paragraph 2(a), and as any of the same may be amended from time to time. For purposes of the preceding sentence, Grantor shall be the sole judge as to what constitutes “reasonable amounts” and which Hazardous Materials are “necessary” to maintain the road right of way.

(b) No Pesticides/Herbicides (as hereinafter defined) will be applied on, contained in, discharged from, disposed of on, generated on, handled on, located on, prepared or produced on, stored on, transported to or from, or constitute a part of, the road right of way. As used herein, the term “Pesticides/Herbicides” includes, without limitation, any pesticides, insecticides, nematocides, fungicides, rodenticides, herbicides, desiccants, and/or defoliants or related or unrelated substances or materials defined, regulated, controlled, limited or prohibited in the Alabama Pesticide Act (Ala. Code § 2-27-1 et seq.), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. § 136 et seq.), the Occupational Safety and Health Act (29 U.S.C. § 651 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.), each such Act as amended from time to time, and in the rules and regulations adopted and publications promulgated pursuant thereto, and in any other federal, state, county or local environmental, health and safety statutes, codes, rules, regulations, ordinances or other laws now or hereafter in effect. Notwithstanding anything to the contrary in the foregoing, Grantee shall be permitted to use reasonable amounts of those Pesticides/Herbicides which are necessary to maintain the road right of way; provided, however, that any such use shall be in compliance with all applicable federal, state, county and local environmental, health and safety statutes, codes, rules, regulations, ordinances and other laws currently or hereafter existing, including, but not limited to, those referenced above in this paragraph 2(b), and as any of the same may be amended from time to time. For purposes of the preceding sentence, Grantor shall be the sole judge as to what constitutes “reasonable amounts” and which Pesticides/Herbicides are “necessary” to maintain the road right of way.

(c) Grantee shall ensure that all of the road right of way will comply in all respects with applicable federal, state, county and local environmental, health and safety and other statutes, codes, rules, regulations, court or administrative orders and other laws currently or hereafter existing or imposed and as may be amended from time to time.

(d) Grantee shall give immediate oral and written notice to Grantor of its receipt of any written or oral notice of a violation of any law, or of any written or oral notice of other claim relating to the environmental or physical condition of the road right of way, or of its discovery of any matter which would make the representations, warranties and/or covenants herein to be inaccurate or misleading in any respect.

In addition to, and not in substitution for or in limitation of, any other indemnification clause set forth in this Agreement, Grantee will at all times hereafter protect, defend, indemnify and hold Grantor, and its directors, officers, agents, servants and employees harmless from any and all loss, cost, damage, claim, expense and liability incurred by Grantor resulting from or arising out of (i) the violation of any representation or warranty set forth in this section 2, (ii) Grantee's failure to perform any obligations of this section 2, (iii) Grantee's or the road right of way's failure to fully comply with all environmental, health and safety and other statutes, codes, rules, regulations, ordinances and other laws, or (iv) any other matter related to environmental or physical conditions on, under or affecting the road right of way. Without limiting the foregoing, this indemnification expressly includes, but is not limited to, any claims for cost recovery or contribution that Grantor may make against Grantee pursuant to CERCLA. This indemnification



clause shall be given effect in accordance with its plain meaning and no rule of interpretation shall be given effect as to construe it contrary to the party responsible for its drafting. This indemnification shall survive the expiration or earlier cancellation or termination of this Agreement, the exercise of any right or remedy under the Agreement, and any subsequent sale or transfer of the road right of way, and all similar or related events or occurrences. However, this indemnification shall not apply to any Hazardous Materials or Pesticides/Herbicides first stored, generated, placed or released on the Property by Grantor or any prior owner of the Property or after the termination or expiration of this Agreement and vacation of the Property by Grantee.

- 7. In the event that during the use and maintenance of the Easement there occur any damages to the road by Grantee, Grantee shall repair said road at Grantee's expense.
- 8. Grantee shall use extreme caution in operating machinery and equipment across said easement in order to assure adequate clearance between the machinery and any electric facilities, if any.
- 9. The Easement provided for herein is for access only, and should said Easement be abandoned or cease to be used for such purposes, this indenture is then to be held null and void forthwith, and all rights, title and interest granted hereby shall without notice revert to and become property of Grantor's, its successors and assigns.
- 10. Where notices are provided for herein, such notices shall be conclusively deemed given when posted in the United States mail, addressed as follows:

Notice to Grantor  
Corporate Real Estate  
Alabama Power Company  
PO Box 2641  
Birmingham, AL 35291

Notice to Grantee  
Rob Rimer  
The Westervelt Company  
P. O. Box 48999  
Tuscaloosa, AL 35404-8999

**THIS AGREEMENT** shall inure to and be binding upon the respective successors, lessees and assigns of the parties hereto.

**TO HAVE AND TO HOLD** unto the Grantee, its successors and assigns, forever subject to the reservation and conditions herein stated.

**IN WITNESS WHEREOF**, the undersigned parties have caused this Agreement to be executed on the day and year first above written.

**GRANTOR:**

**ALABAMA POWER COMPANY**  
By: [Signature]  
Its: Vice President and Director

STATE OF ALABAMA)  
COUNTY OF JEFFERSON)


I, the undersigned, a Notary Public in and for said County in said State, hereby certify that R. Myrk Harkins, whose name as Vice President and Director of **ALABAMA POWER COMPANY** 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 21<sup>st</sup> day of October, 2015.

[Notarial Seal]

[Signature]  
NOTARY PUBLIC  
My Commission expires: 1-14-17  
**GRANTEE:**

PATSY A. BRASHER  
NOTARY PUBLIC  
ALABAMA STATE AT LARGE  
MY COMMISSION EXPIRES JANUARY 14, 2017

  
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Shelby Cnty Judge of Probate, AL  
11/03/2015 10:12:20 AM FILED/CERT

THE WESTERVELT COMPANY

By: Robert A. Rimer  
Its: Corporate Land Manager

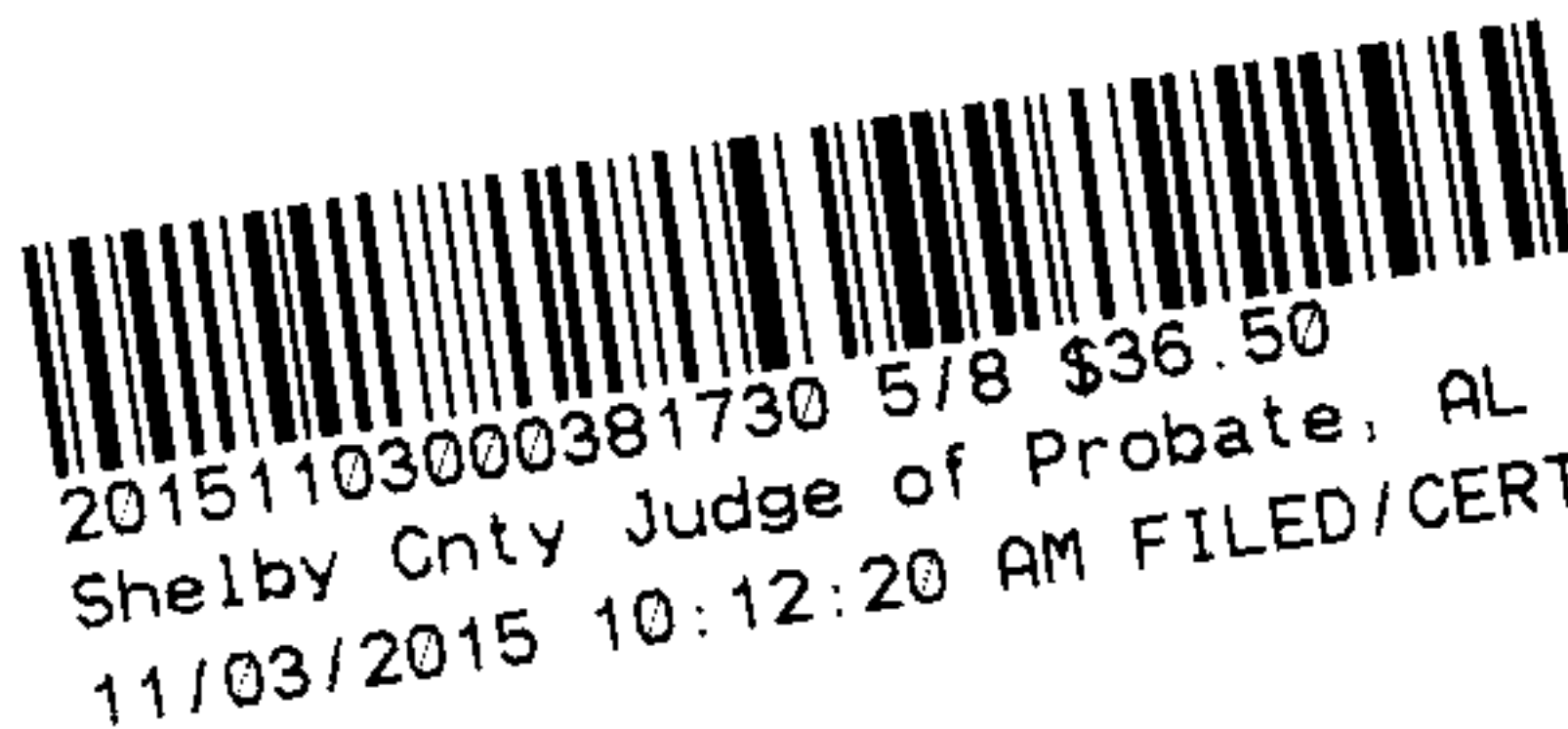
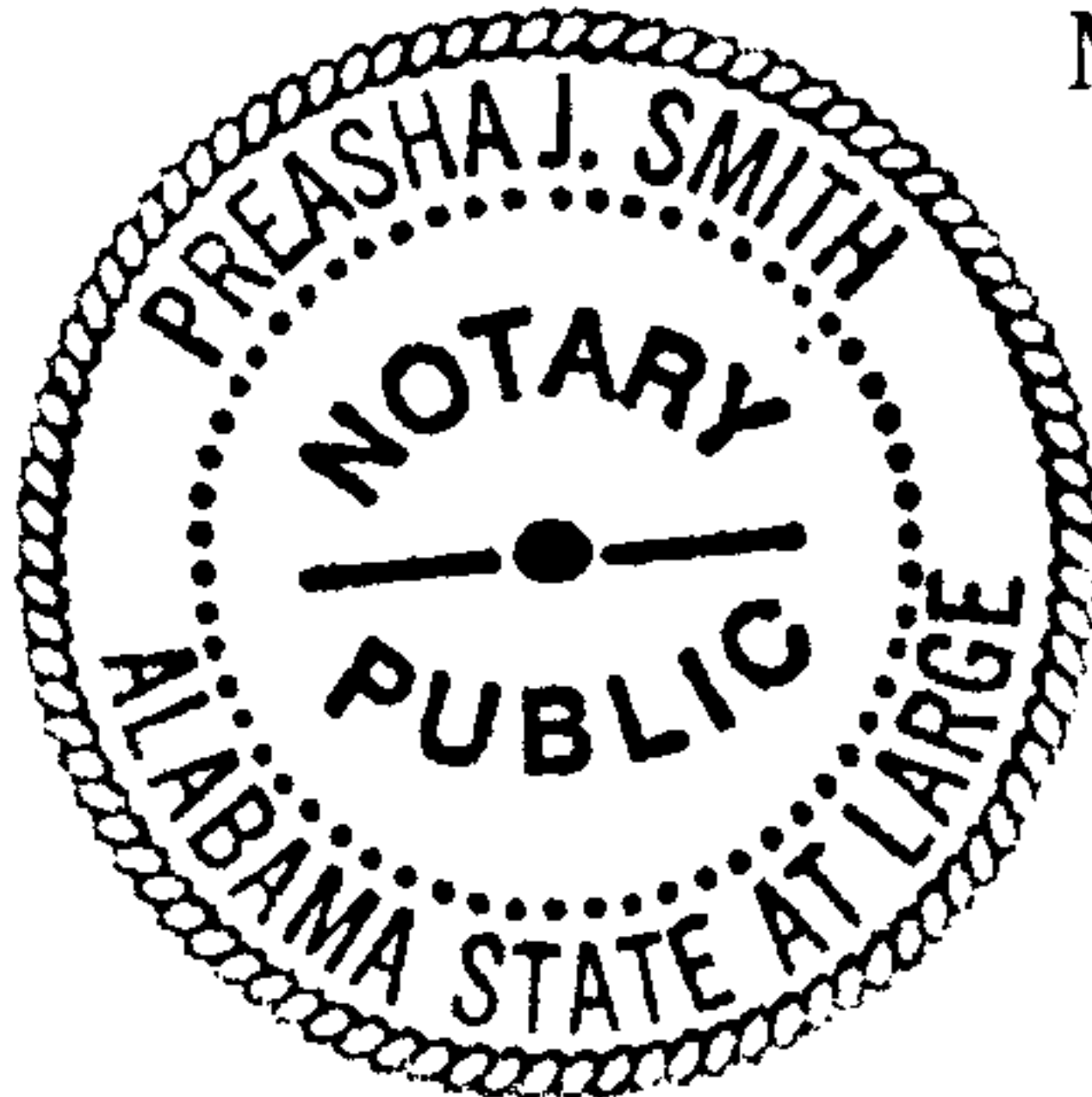
STATE OF ALABAMA)  
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Robert A. Rimer, whose name as Corporate Land Manager of **The Westervelt Company** 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/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

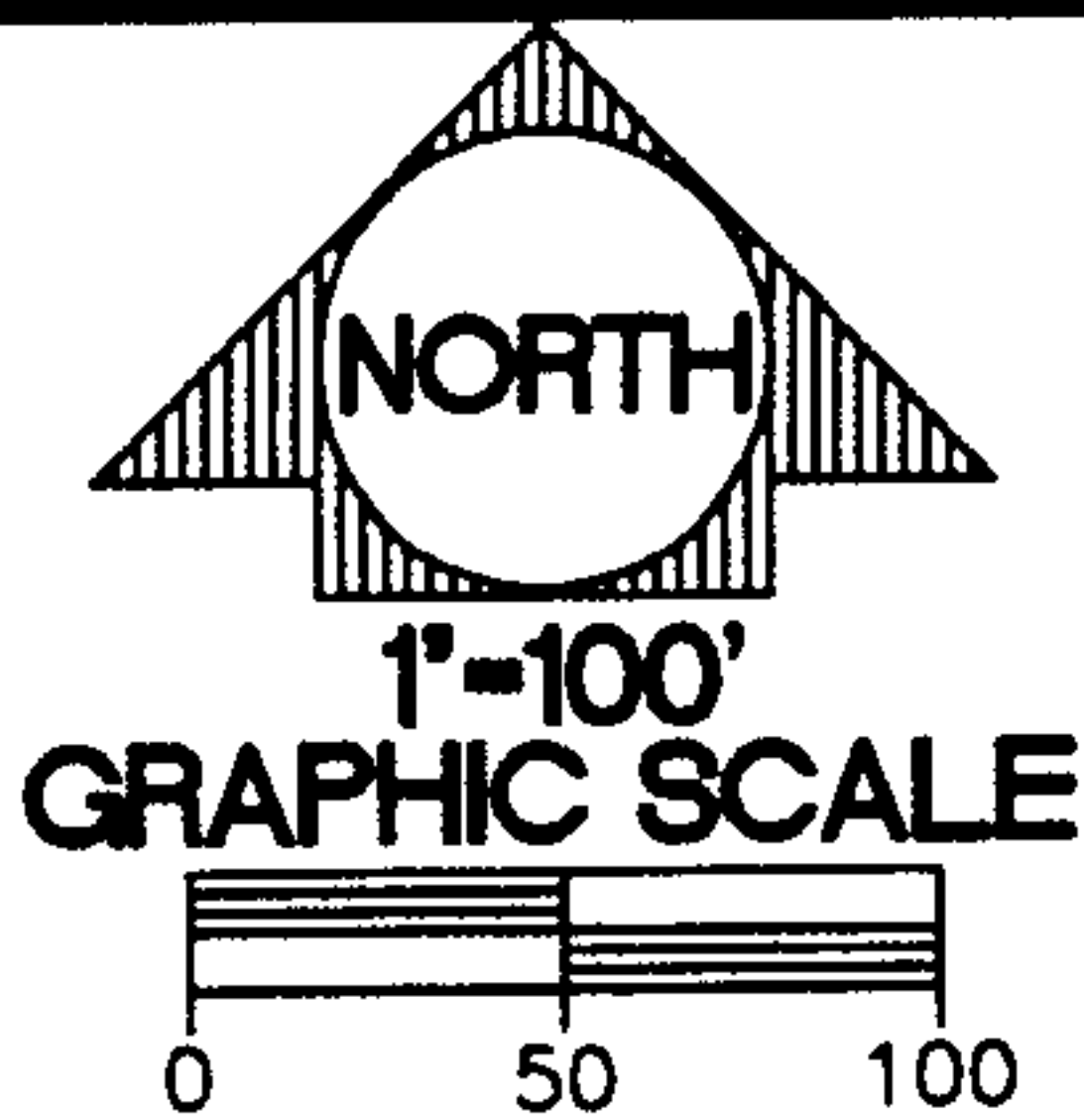
Given under my hand this 27<sup>th</sup> day of October, 2015.

Preasha J. Smith  
NOTARY PUBLIC  
My Commission expires: 11/23/15

[Notarial Seal]







**LEGEND**

- POINT NOT MONUMENTED
- PINE KNOT FOUND
- ⊗ SET 1/2" REBAR & CAP (CA 684)
- PROPERTY LINE
- - - RIGHT-OF-WAY
- - - EASEMENT

**DIRECTION/LOCATION DESCRIPTIONS**

- N - NORTH
- S - SOUTH
- E - EAST
- W - WEST

**NOTES:**

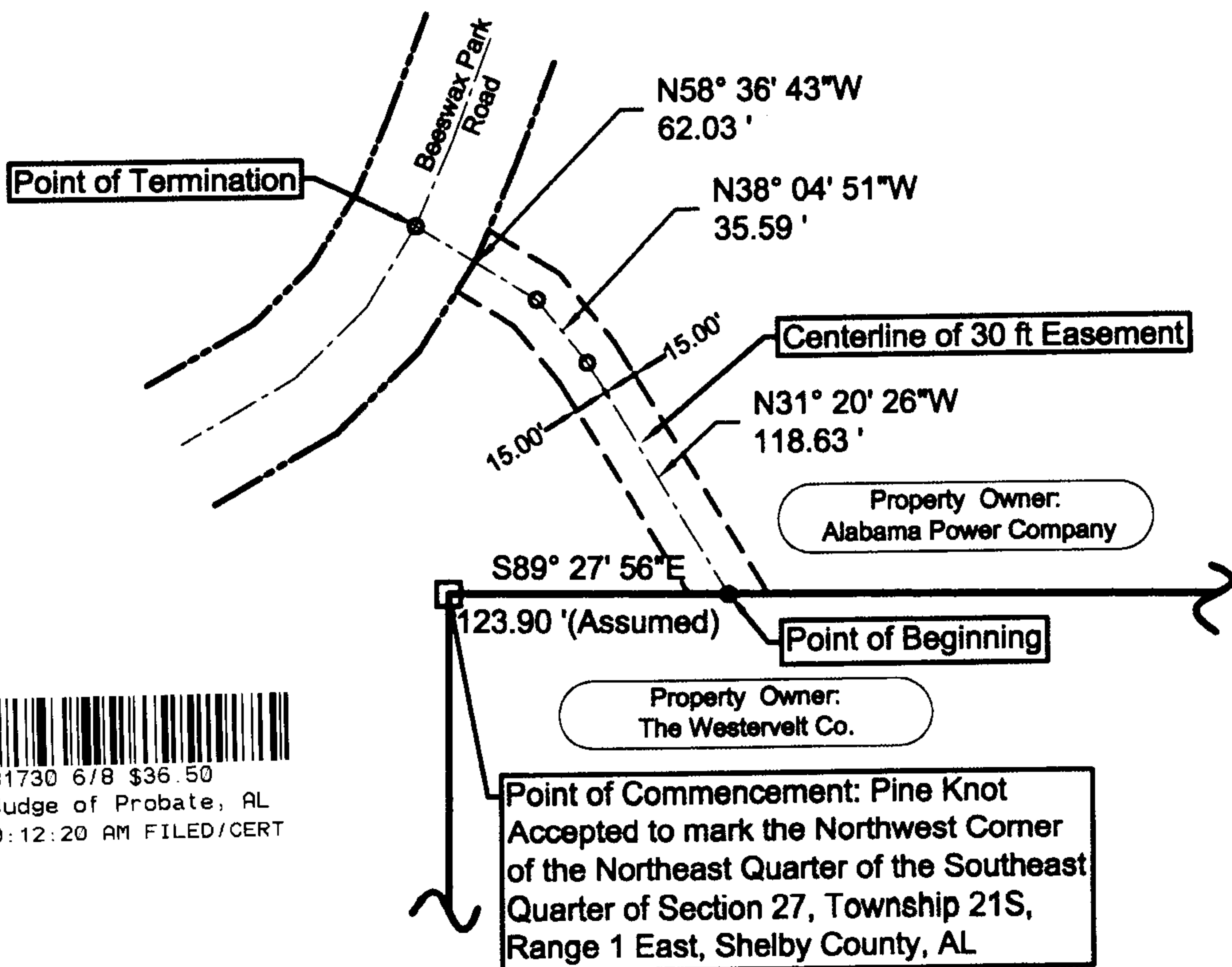
- 1) Field survey was completed from 8/24/2015.
- 2) All bearings shown are based on assumed coordinates.
- 3) Interior fences, structures, etc. were not located as part of the survey.
- 4) Since the date of this survey, conditions beyond the control of the surveyor may have altered the validity of the survey.
- 5) Survey is valid only if the print has the original seal and signature(in redline) of the surveyor present.

**State of Alabama)**

**Shelby County)**

An Thirty Foot (30 FT) Access & Utility Easement located in the Northeast Quarter of Section 27, Township 21 South, Range 1 East Shelby County, AL, said easement lying 15 ft either side of the following described centerline:

Start at the **Point of Commencement**, a pine knot accepted to mark the Northwest corner of the Northeast Quarter of the Southeast Quarter of Section 27, Township 21 South, Range 1 East, Shelby County, Al; thence run South 89°27'56" East along the Northern boundary of the Southeast quarter for a distance of 123.90' to the **Point of Beginning**, said point lying on the centerline of said easement; thence run North 31°20'26" West for a distance of 118.63' to a point; thence run North 38°04'51" West for a distance of 35.59' to a point; thence run North 58°36'43" West for a distance of 62.03' to the **Point of Termination**, said point lying at the centerline intersection of Beeswax Park Road and said easement.



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"I hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the standards of practice for surveying in the state of Alabama to the best of my knowledge, information and belief."

Surveyor's Signature: Lance A. Stripling

Alabama License No.: 30819 DATE: 9/10/15

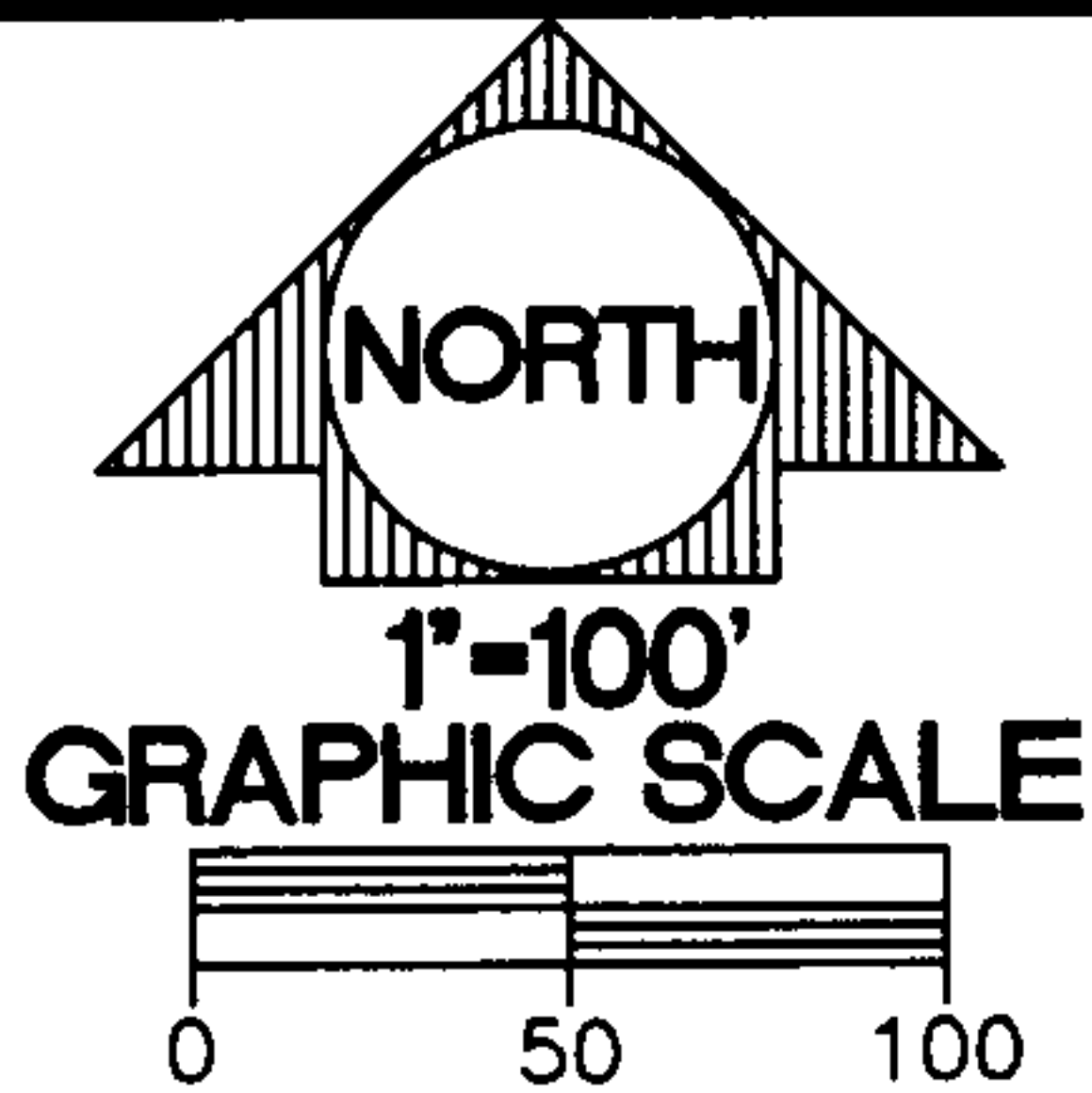


**APCO Beeswax Park - Easement Survey**  
Desc: Shelby County, Section 27, Township 21 South, Range 1 East  
Date: 9/10/15 Drawn By: MTM Checked By: LAS



1400 Jack Warner Prkwy NE  
Tuscaloosa, AL 35404  
Phone: (205) 562-5217





**NOTES:**

- 1) Field survey was completed from 8/24/2015.
- 2) All bearings shown are based on assumed coordinates.
- 3) Interior fences, structures, etc. were not located as part of the survey.
- 4) Since the date of this survey, conditions beyond the control of the surveyor may have altered the validity of the survey.
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**DIRECTION/LOCATION DESCRIPTIONS**

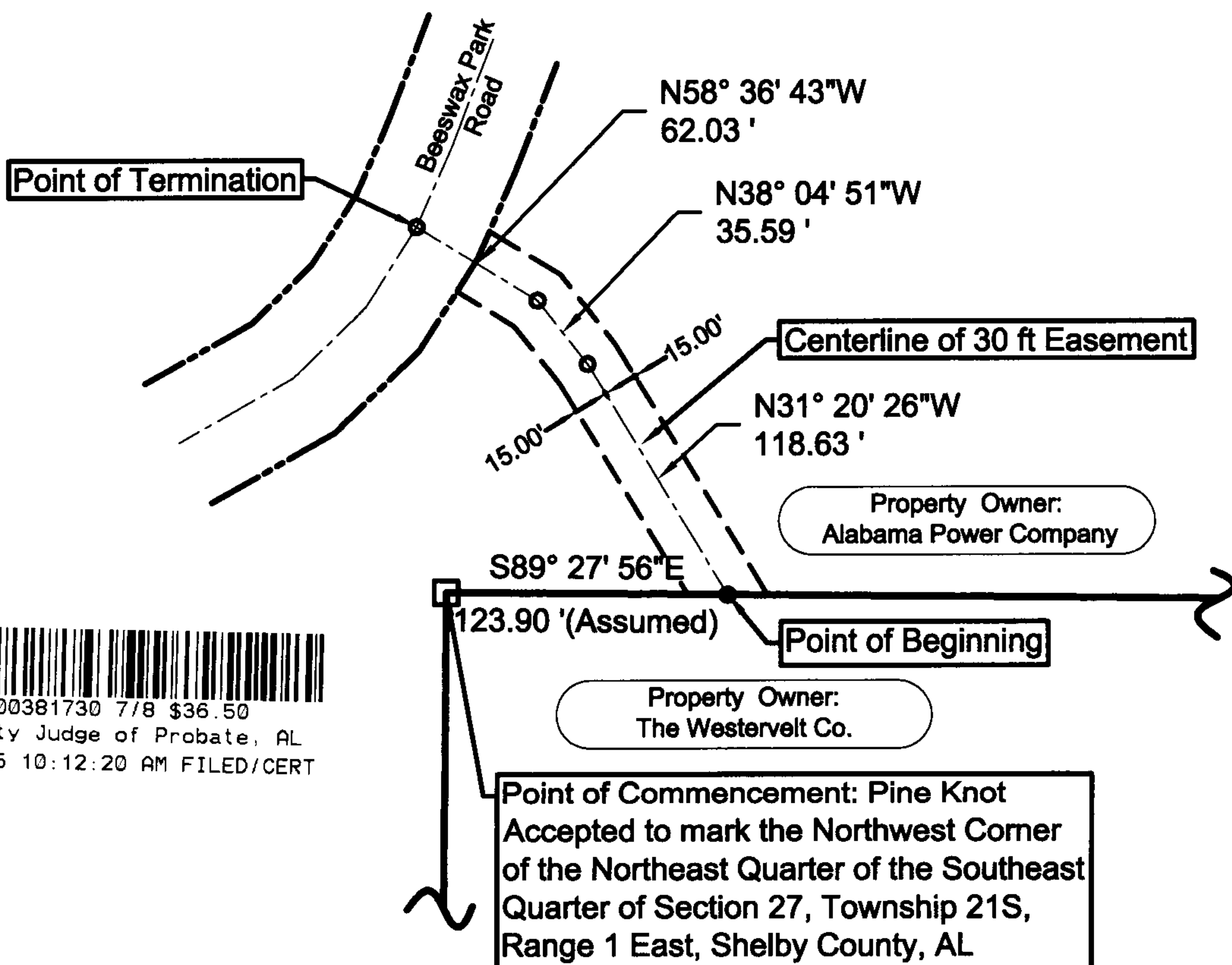
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Alabama License No.: 30819

DATE: 9/10/15



**APCO Beeswax Park - Easement Survey**

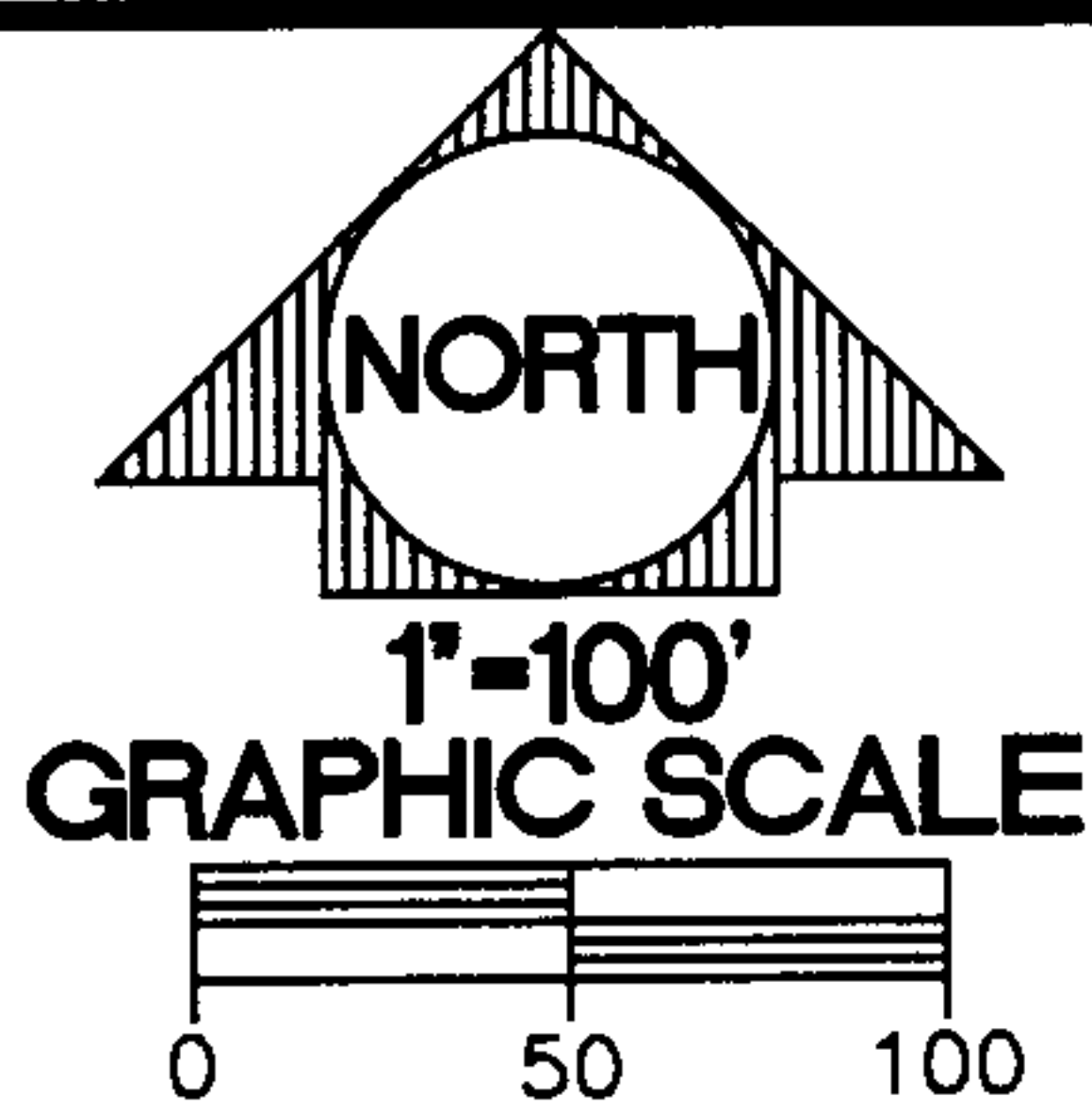
**Desc:** Shelby County, Section 27, Township 21 South, Range 1 East

**Date:** 9/10/15 **Drawn By:** MTM **Checked By:** LAS



1400 Jack Warner Prkwy NE  
Tuscaloosa, AL 35404  
Phone: (205) 562-5217





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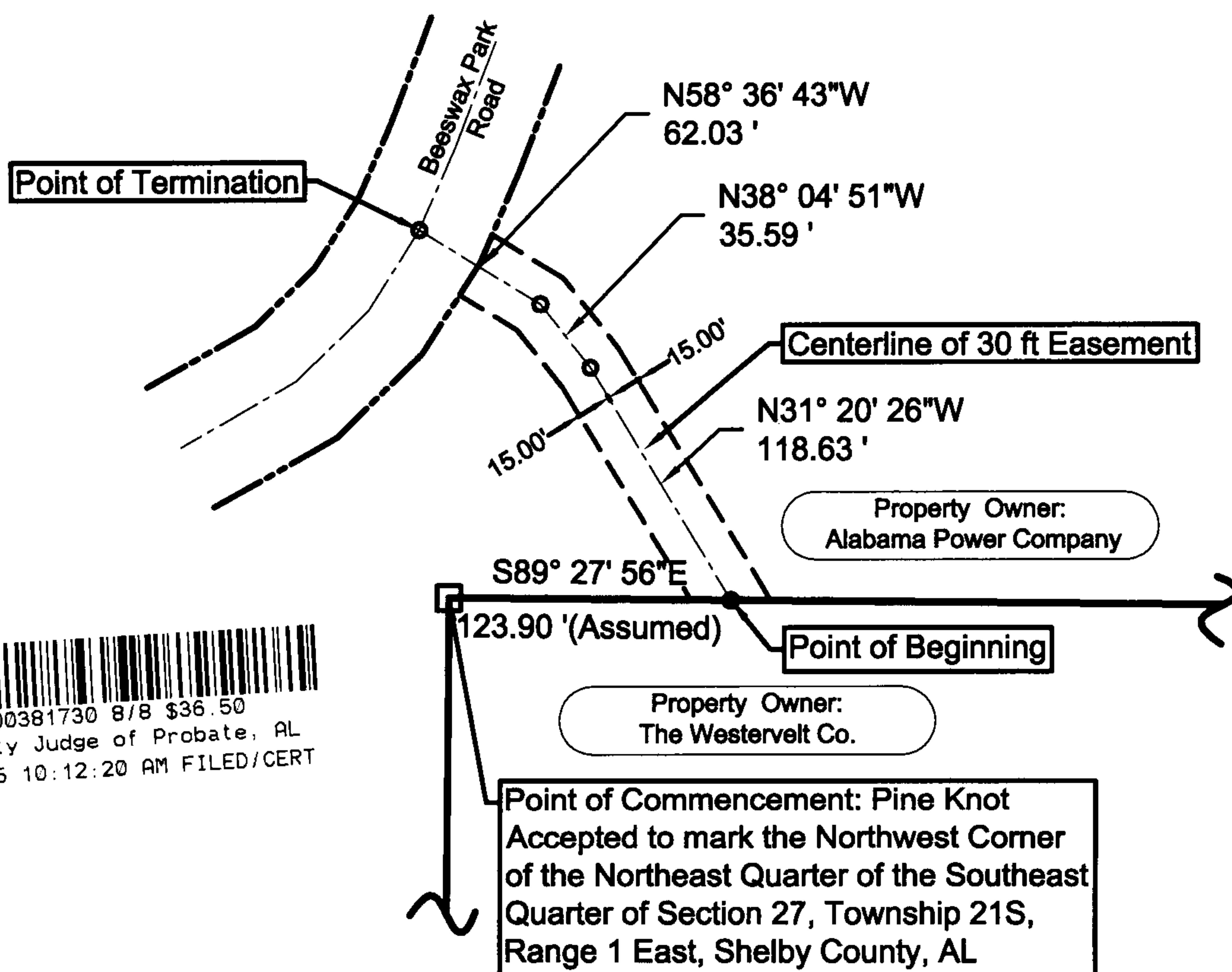
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**Shelby County)**

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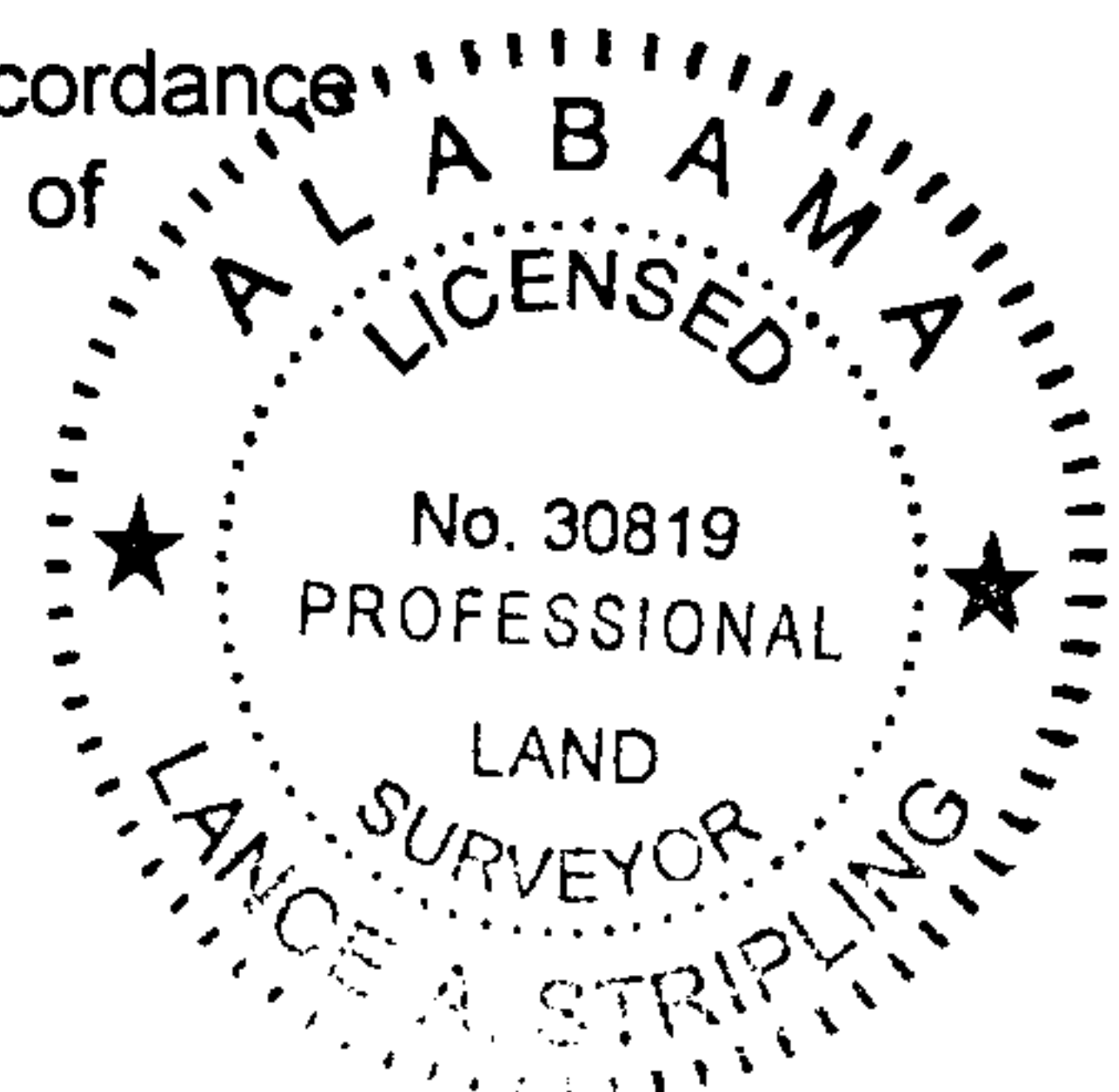


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Surveyor's Signature: Lance A. Stripling

Alabama License No.: 30819 DATE: 9/10/15



**APCO Beeswax Park - Easement Survey**

**Desc:** Shelby County, Section 27, Township 21 South, Range 1 East  
**Date:** 9/10/15 **Drawn By:** MTM **Checked By:** LAS



1400 Jack Warner Prkwy NE  
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