

UTILITY RIGHT-OF-WAY
ALABAMA POWER COMPANY
SHELBY COUNTY

STATE OF ALABAMA
SHELBY COUNTY

W.E. A6170-23-A218
Parcel No. 72236784-001

UTILITY RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENTS, that the STATE OF ALABAMA, DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES, STATE PARKS DIVISION (hereinafter referred to as "STATE"), acting by and through its Commissioner, for and in consideration of the sum of ONE AND NO/100 Dollars (\$1) in hand paid by ALABAMA POWER COMPANY, 600 North 18th Street, Birmingham, AL 35203 (hereinafter referred to as "GRANTEE"), the receipt of which is hereby acknowledged, does hereby grant unto GRANTEE the nonexclusive right to construct, operate and maintain electric transmission and communication lines and all towers, poles, conduits, conductors, cables, insulators, anchors, guy wires, counterpoise conductors, and all other appliances necessary or convenient in connection therewith from time to time over, under and across property located in Shelby County, said property being more particularly described as:

Pole 1:

A parcel of land located in Township 20S, Range 02W, SE 1/4 of the SE 1/4 of Section 6 located in Shelby County, Alabama, as Shown on the attached Exhibit A.

Pole 2:

A parcel of land located in Township 20S, Range 02W, NW 1/4 of the SW 1/4 of Section 5 located in Shelby County, Alabama, as Shown on the attached Exhibit A.

Pole 3:

A parcel of land located in Township 19S, Range 02W, NW 1/4 of the NW 1/4 of Section 25 located in Shelby County, Alabama, as Shown on the attached Exhibit A.

Said right-of-way is granted under the following specific terms, conditions and stipulations:

1. GRANTEE will relocate 3 poles of an existing thirty (30) foot utility pole right-of-way located along the distribution line that runs along John Findlay Drive at Oak Mountain State Park. Pole 1, located in Township 20S, Range 02W, SE 1/4 of the SE 1/4 of Section 6, Shelby County, Alabama, is being relocated back six (6) feet, as shown on Exhibit A. Pole 2, located in Township 20S, Range 02W, NW 1/4 of the SW 1/4 of Section 5, Shelby County, Alabama, is being relocated back ten (10) feet, as shown on Exhibit A. Pole 3, located in Township 19S, Range 02W, NW 1/4 of the NW 1/4 of Section 25, Shelby County, Alabama, is being relocated back six (6) feet, as shown on Exhibit A.
2. GRANTEE and STATE agree that GRANTEE has the right of ingress and egress to and from said parcel, and the right to cut, remove, or otherwise kill, and keep clear by any means, including chemicals, all trees and undergrowth and all other obstructions under, on or above said strip and the right to cut such timber outside of said strip which in falling would come within five (5) feet of any conductor on said strip, and the right to install, maintain and use anchors and guy wires on land adjacent to said strip, and the right to install grounding devices on grantors' fences now or hereafter located on such strip and on fences or other structures of grantors now or hereafter located adjacent to such strip, and the right to prevent the use of such strip as a parking area for automobiles or other vehicles, as a storage area for machinery or materials, or as a road other

The consideration of
no less than \$1500.00

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than a road crossing such strip at a location which does not endanger or interfere with works that have been or may at some future date be constructed on such strip.

2. GRANTEE understands and agrees that STATE assumes no liability in connection with placing any devices, and the GRANTEE agrees to save and hold harmless the State of Alabama, its agencies, agents, boards, officers, employees, commissions, and commissioners free and harmless from and against any and all claims for damages and all costs and expenses arising out of or incidental to GRANTEE'S exercise of the rights herein granted or from the placing or use of the devices herein described.
3. GRANTEE shall obtain all other necessary governmental regulatory permits or authorizations prior to commencement of any installation work.
4. It is understood and agreed that this right-of-way is for a term of FIFTY (50) YEARS, beginning on July 15, 2018, or the date of the Governor's signature, whichever occurs later, and expiring fifty (50) years from the date of commencement, with the option to renew for additional terms as requested by GRANTEE, none of which may exceed fifty years. The option to renew shall be on the same terms and conditions as the original.
5. GRANTEE agrees that the Laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the circuit court of Montgomery County, Alabama.
6. It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this right-of-way shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the term of this Agreement, be enacted, then that conflicting provision in this Agreement shall be deemed null and void. The GRANTEE's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.
7. GRANTEE further agrees to comply with all state and federal laws which prohibit discrimination on the basis of race, color, religion, age, gender, pregnancy, national origin, genetic information, veteran status, or disability in its hiring or employment practices.
8. STATE for itself and its grantees, reserves the right to fully use and enjoy said premises subject to the rights herein granted.
9. Failure of STATE to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.
10. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be

UTILITY RIGHT-OF-WAY
ALABAMA POWER COMPANY
SHELBY COUNTY

deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

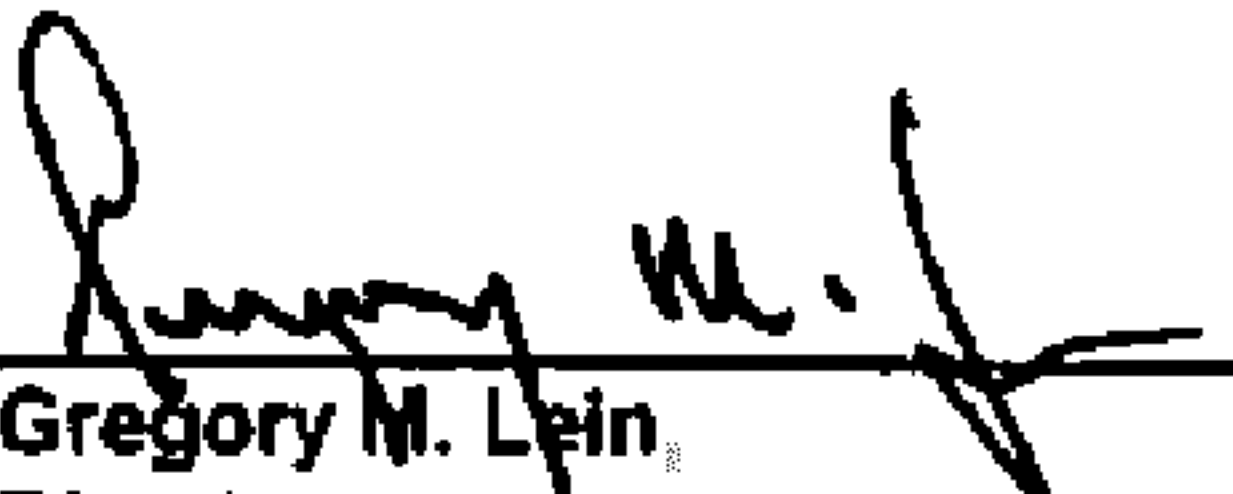
11. For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternate dispute resolution, including, but not limited to, mediation.

12. By entering into this agreement, the contractor is not an agent of the state, its officers, employees, agents or assigns. The contractor is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.

IN WITNESS WHEREOF, the STATE has caused this instrument to be executed.

RECOMMENDED:

STATE OF ALABAMA
Department of Conservation
and Natural Resources



Gregory M. Lein
Director
State Parks Division



Christopher M. Blankenship,
Commissioner

APPROVED LEGAL

CONTRACT ACCEPTED:
Alabama Power Company




ILC


Signed:



Printed Name:

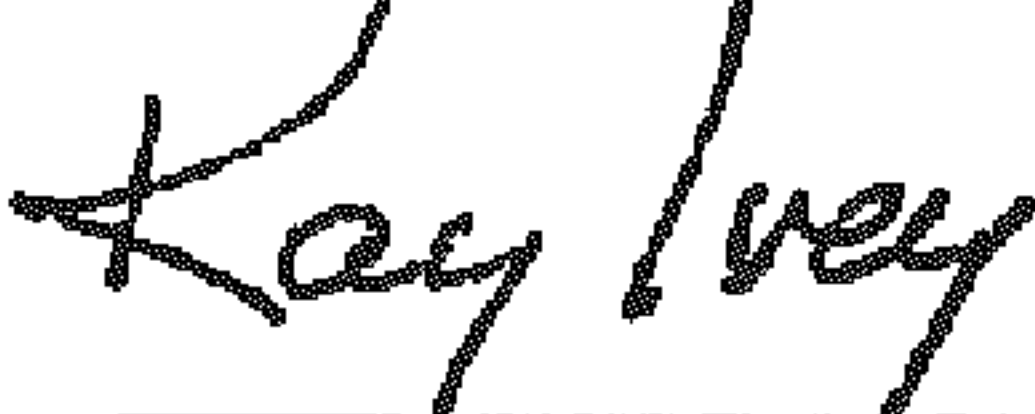


Title:



APPROVED:

ATTEST:



Kay Ivey
Governor of Alabama



John N. Merrill
Secretary of State



Date

UTILITY RIGHT-OF-WAY
ALABAMA POWER COMPANY
SHELBY COUNTY

STATE OF ALABAMA
MONTGOMERY COUNTY

Edward F. Pooler for

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Christopher M. Blankenship, whose name as Commissioner of Conservation and Natural Resources of the State of Alabama, 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 within instrument, he, in his capacity as such Commissioner of Conservation and Natural Resources of the State of Alabama, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 18 day of July, 2018.

Betsy Fuller Jones
Notary Public

BETSY FULLER JONES
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMM. EXP. 8-11-19

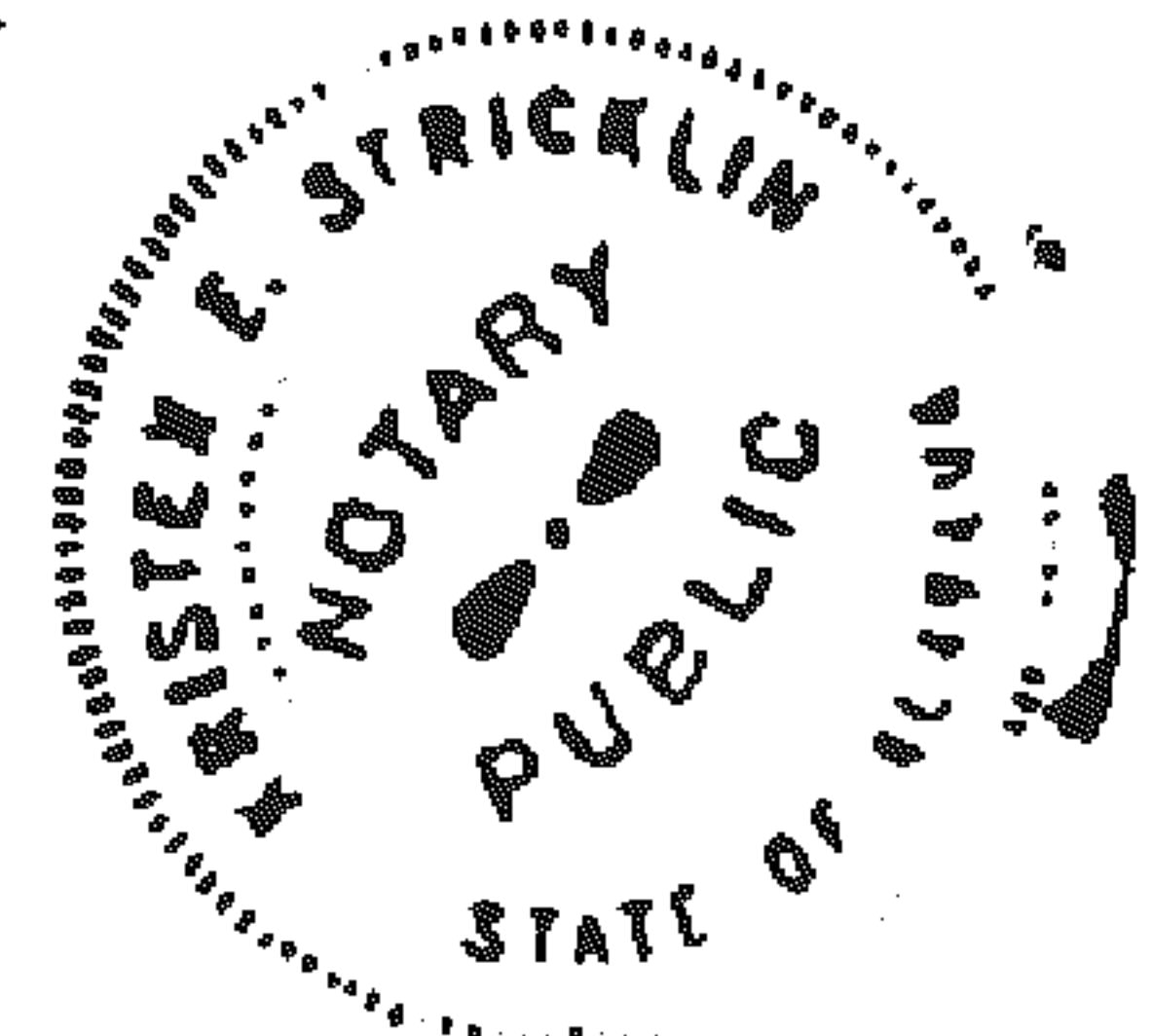
STATE OF ALABAMA
Telford COUNTY

I, the undersigned authority a Notary Public in and for said State and County, hereby certify that Andy Wode, whose name as the Land Supervisor for 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 within instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said Alabama Power Company, on the day the same bears date.

Given under my hand and seal this the 13th day of July, 2018.

Kristen E. Stricklin
Notary Public

My commission expires: 10/13/2021



1 inch = 10 feet

Customer LAK EDDYMAN STATE PARK	Location 200 TERRACE DR	Created Svc Date 6/23/2018	County Seely	Section Multiple	Township 19 & 20 South	Range 47W	Adit Info REF POINT: XA2533 REF POINT: 1.5387	Estimate No. A0170-3-A218
Division BIRMINGHAM	District METRO SOUTH	Town PELHAM	Useid auto	Created 3/18/2018	Substation INDIAN SPRINGS	X- 48726	Y- 08008	MISSALL# 181-391-316 5/22 11AM 181-391-322 5/22 11 15AM

ENERGIZED LINE WORK Sub INDIAN SPRING DS OCBCOR 48726000 Switch# 02017 Fuse Size 500A		UG 115 U 14 U 15A 115A 115A 115A 115A 115A 115A 115A 115A 115A
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Pt 120V 12.47M/240 Phone Co. N Cable Co. N Accessibility N Tree Crew N Rock Hole N	Parameters RUN N CITY N COUNTY N STATE N OTHER
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6" BACK FROM CURRENT LOCATION
 LOC 3.30 VER DDE
 R: 50/4 CCA POLE W/ GRD
 R: (4) 3/8 PRI GUY & (2) ANCH
 I: 50/3 CCA POLE W/ GRD
 I: (4) 3/8 PRI GUY & (2) ANCH
 T: 100W HPS COBRA

Location:
 NW 1/4 of the NW 1/4
 Section 25
 Township 19 South
 Range 2 West

10' BACK FROM CURRENT LOCATION
 LOC 2.30 SUSPENSION
 R: 50/3 CCA POLE W/ ENH GRD
 R: 2" PRIMARY RISER
 I: 50/3 CCA W/ ENH GRD
 I: 2" PRIMARY RISER
 T: 150 HPS COBRA

Location:
 NW 1/4 of the SW 1/4
 Section 5
 Township 20 South
 Range 2 West

6" BACK FROM CURRENT LOCATION
 LOC 1.30 TANG
 R: 50/3 CCA POLE W/ GRD
 R: 20 BRKT & POLE CAP PIN
 I: 50/3 CCA W/ GRD
 I: 20 BRKT & POLE CAP PIN

Location:
 SE 1/4 of the SE 1/4
 Section 6
 Township 20 South
 Range 2 West

John F. Kennedy