

STATE OF ALABAMA)
COUNTY OF BALDWIN)

THIS INDENTURE made and entered into on this First (1st) day of January
19 93 by and between Alabama Power Company, a corporation, hereinafter called the Licensor,
and Baldwin County
hereinafter called the Licensee.

WITNESSETH:

WHEREAS, the Licensor owns certain lands in Baldwin County, Alabama,
more particularly described as follows:

A parcel of land situated in the NE 1/4 of SE 1/4 of Section 9,
Township 3 Smith, Range 2 East, Baldwin County, Alabama, being
described more particularly as follows:

Commence at the Southeast corner of said section 9 and run North
along the East Section Line a distance of 1,320 feet, more or
less; thence run West along the Quarter section line a distance
of 1,090 feet, more or less to the center line of Alabama Highway
225; thence 800 feet, more or less, to the North side of Byrnes
Lake Road at its intersection with Alabama Highway 225; thence
run west to the West Right of Way line of Alabama Highway 225 to
Point of Beginning; thence run Northeasterly along the West Right
of Way of Alabama 225 a distance of 100 feet; thence run
Southwesterly, parallel to the North line of Byrnes Lake Road a
distance of 100 feet; thence run Southwesterly, parallel to the
West Right of Way line of Alabama 225 a distance of 100 feet to
the North line of Byrnes Lake Road; thence run Northeasterly
along the North line of Byrnes Lake Road; thence run
Northeasterly along the North line of Byrnes Lake Road to the
Point of Beginning.

The above described parcel contains 0.23 acres, more or less.

WHEREAS, the Licensor is willing for the Licensee to use such property for such purposes (brick Sign)

NOW THEREFORE, in consideration of the sum of One Dollar

Dollars (\$ 1,00) to Licensor paid by the Licensee, receipt of which is hereby acknowledged, the
Licensor does hereby grant to the Licensee, subject to the terms hereof, permission to use such land for the
purpose stated subject to the following terms and conditions. The term of this permission shall be for the period
of Five(5) years beginning Jan 1, 1993 to Dec. 1, 1997. Thereafter, such permission shall
continue from year to year at the rate of One Dollar

Dollars (\$ 1.00) per year, payable annually, in advance, on the first day of each year until terminated
as hereinafter provided.

1. It is understood and agreed that the Licensee is to use said lands solely for the purposes set out above
and that no land will be cultivated or used for any other purpose; and that the Licensor shall have the right to
enter upon said land and to plant trees thereon for reforestation purposes.

2. The Licensee shall have the right to maintain existing buildings and structures on said land but shall not
have the right to expand or enlarge any of said structures or to erect any new buildings or structures except
upon written consent of the Licensor. Should the Licensee desire to expand or enlarge any existing buildings
or structures or erect any new buildings or structures, he may submit to the Licensor detailed plans and spec-

ifications of the work proposed to be done and request the Licensor's approval thereof; but, until the Licensor gives written approval of the plans and specifications of the proposed work, the Licensee shall not have the right to proceed with the proposed work.

3. The Licensor reserves the right to lease, sell, cut timber from, use or grant permits for such purposes as it may see fit with respect to any part of said land that is not in actual use by the Licensee pursuant to the rights herein granted.

4. The Licensee agrees to keep the land occupied or used by him in a clean and sanitary condition and to comply with all the laws and regulations relative to sanitation imposed by the State of Alabama or any subdivision or department thereof. Such land shall at all times be subject to inspection by the Licensor and the authorized agents of the Alabama State Health Department or of any other department of the State or County having similar functions or duties.

5. The Licensee shall not cut down or deaden any green timber growing on said land or on any other land of the Licensor without the written consent of the Licensor.

6. The Licensee agrees upon the termination of this permit to leave the premises in as good condition as the date hereof.

7. This permit shall not be assignable; provided, however, that nothing herein contained shall prevent the Licensee from permitting the use of his camp and facilities by members of his family or other persons, provided always that he shall maintain control thereof and shall be responsible for the actions and conduct of such person or persons.

8. All ad valorem taxes which may be lawfully imposed by the State of Alabama and its subdivisions upon the leasehold interest created hereunder, and upon the dwelling and other improvements and facilities placed upon the licensed premises by the Licensee, shall be paid promptly by the Licensee.

9. It is understood and agreed that the rights of the Licensee hereunder shall be subject at all times to the right of the Licensor, its successors and assigns, to raise and lower the waters of the _____ River from time to time in the operation of its dam or dams and works, whether upstream or downstream from said lands, and to flood said lands and any other lands owned by it or which it has the right to flood, continuously or from time to time, and the Licensor shall not be liable for damages of any nature whatsoever which may result directly or indirectly by reason of the maintenance or operation of its said dam or dams and works.

10. Licensor, as an important condition of agreeing to the within license, has specifically bargained for Licensee to provide the following protection, on which both parties hereto have specifically focused in the bargaining process, and which shall apply in all events and under all circumstances:

Licensee agrees and covenants to release, indemnify, and to hold harmless the Licensor and the Licensor's agents, servants, or employees from any and all claims, damages, suits, or actions of any character for damages to property and for injury or death to persons arising out of, related to, or in any way associated or connected with or growing out of any use by the Licensee of that portion of the Licensor's property affected by the license, which is the subject of this instrument, in whatever manner the same may be caused, or whether or not the same be caused, occasioned or contributed to by the negligence, sole or concurrent, of the Licensor, or its agents, servants or employees. Such said release, indemnity and hold harmless agreement shall apply to all persons and shall specifically apply for any claims, damages, injuries, suits or actions of any character for injuries or damage suffered by the Licensee, any member of his family, his employees, his tenants, his guests, his licensees, or any other persons, firms or entities whomsoever, based upon any injury to person or persons or property resulting from or growing out of any use by Licensee of that portion of Licensor's property affected by the license made the subject of this agreement.

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.

11. The Licensor reserves the right to construct, operate, and maintain on said lands electric transmission lines and appliances in connection therewith, dams, power plants, locks, water channels and other structures or works necessary in connection with a dam or dams now constructed or to be constructed either up or down stream from the lands herein leased, and the right to do all things necessary in determining the usefulness of said lands therefor, and Licensor further reserves the right to back and maintain the waters of the _____ River, its tributaries and/or such channels from time to time over and upon all of said lands and to raise and lower such waters as it deems necessary, together with the right of ingress and egress, and the Licensor shall not be liable to the Licensee, his subtenants, employees, or anyone else whether residing on said lands temporarily or otherwise, for any loss or damage whatever accruing or resulting directly or indirectly therefrom, or for any of the consequences which may result from the construction, maintenance or operation of said transmission lines and appliances, dam or dams, power plants, locks, water channels, or other structures or works.

12. The Licensee is informed and understands that in the operation of the dams and/or as a result of natural river conditions affecting said river, there may be a rapid movement of water above and below such dams, and boats inadequately or improperly manned or equipped are likely to get beyond the control of their occupants if within one-half mile of such dams, and Licensee agrees for himself and his guests not to approach such dams within the distance of one-half mile.

13. This permit may be canceled and/or terminated by either party hereto giving to the other party thirty (30) days' notice in writing of its intention of so doing. Said notice shall be deemed given when placed in the United States mail addressed as follows:

NOTICE TO LICENSEE

Baldwin County
P. O. Box 1488
Bay Minette, Alabama 36507

NOTICE TO LICENSOR

Alabama Power Company
Corporate Real Estate Department
P. O. Box 2641
Birmingham, Alabama 35291

This instrument expresses the entire agreement between the parties and no condition, provision or obligation shall be binding upon the Licensor unless expressed herein.
EXECUTED IN DUPLICATE the day and year above written.

Witness:

Cassie Duhon

ALABAMA POWER COMPANY, Licensor

[Signature]

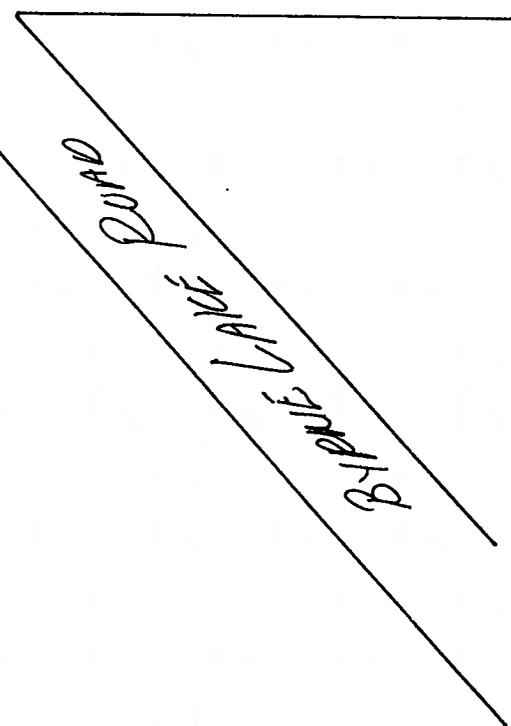
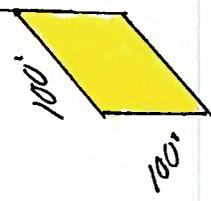
Witness:

[Signature]
Administrator

[Signature]
Licensee

PROPOSED LOCATION OF
SIGN @ B YANES LAKE RD

AL 225





50'

34°11'

T 2 S

T 3 S

3445 IV SW (HURRICANE)

BRIDGEHEAD 14 KM

47°30'

34°06'

34°05'

280 000 FEET

34°04'

Park

BM 66.2

(225)

34

Lookout Tower

BM 70.4

Claypit

70

BM 62.7

Claypit

Creek

Athletic Field

BM 66.7

BM 47.1

Branch

Whitehouse Ch

Whitehouse

Long

BM 65.5

Johnson Cem

BM 61.9

Minette