

THIS CONTRACT, entered into this 21st day of September, 1981, between UNITED STATES STEEL CORPORATION, a Delaware corporation, party of the first part, and ALABAMA POWER COMPANY, party of the second part;

W I T N E S S E T H :

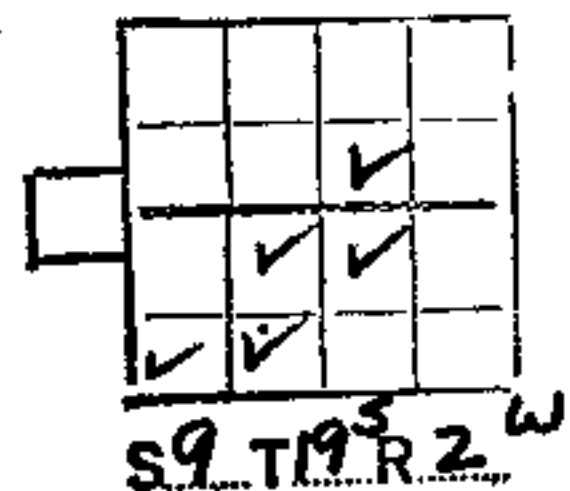
(1) Party of the first part, in consideration of _____ the sum of One and No/100 - - - - - Dollars (\$1.00) paid to it by party of the second part, receipt of which is acknowledged, hereby grants and conveys to party of the second part, to the extent of the ownership of party of the first part, the right to construct, operate and maintain a line of ^{overhead and underground} electric power transmission wires, together with one line of poles and other supports and appliances necessary therefor and the right to construct, operate and maintain additional electric power transmission wires thereon from time to time upon ^{under} and across that portion of the following described land owned by party of the first part, the location of said line of wires and poles being shown on map marked D-0170000013000 attached hereto and made a part hereof:

NO A parcel of land in the SW $\frac{1}{4}$ of NE $\frac{1}{4}$; the NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of SE $\frac{1}{4}$; MY E $\frac{1}{2}$ of SW $\frac{1}{4}$; and SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 9, Township 19 South, Range 2 West, Shelby County, Alabama.

This instrument prepared in the Corporate Real Estate Dept. of Alabama Power Co. Birmingham, Ala.

By R. C. Coggins

GRANTEE'S ADDRESS
ALABAMA POWER CO.
P. O. BOX 2641
BIRMINGHAM, AL 35291
ATT: CORP. REAL ESTATE



(2) Party of the first part, for said consideration, hereby further grants and conveys unto party of the second part such rights of ingress and egress over other adjacent lands as may be necessary for the construction, operation and maintenance of said line of wires and the supports and appliances therefor upon said land.

(3) The rights herein granted shall not in any way be construed to be superior to and are subject to existing easements over said land for roads, railroads, electric power transmission lines, telephone lines, telegraph lines and pipe lines.

(4) The rights herein granted shall revert to party of the first part, its successors and assigns, in the event of abandonment of the use of said line of wires during a continuous period of twelve (12) months' time.

(5) The terms and conditions shown in Exhibit A attached hereto and made a part hereof shall constitute a part of this contract except that the relocation rights reserved in Paragraph (f) thereof shall be restricted to: (a) the party of the first part, or any of its present or future subsidiary or associate companies, and the corporate successors of such party or parties; and (b) the assigns of such party or parties for so long as such party or parties, or any of them, retains a beneficial interest in the minerals in or surface of said land or any portion thereof.

(6) Except as hereinabove restricted, this contract shall inure and be binding upon the respective successors and assigns of the parties hereto as well as the parties themselves; and "party of the first part," as used herein, shall apply to and include its present or future subsidiary and associate companies so far as the reservation of future rights to it hereunder is concerned.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate in their name and behalf and their corporate seals to be hereunto affixed and attested by their duly authorized officers the day and year first above written.

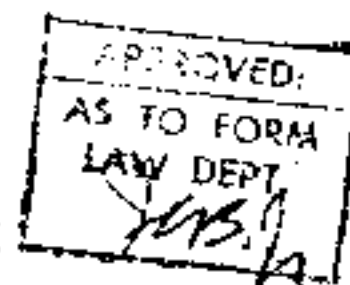
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UNITED STATES STEEL CORPORATION

By

[Signature]
Vice President

USS REALTY DEVELOPMENT DIVISION



ATTEST: (SEAL)

[Signature]
Assistant Secretary

ALABAMA POWER COMPANY

By

[Signature]
Vice President

ATTEST: (SEAL)

[Signature]
Secretary

APPROVED AS
TO TERMS AND
DESCRIPTION

[Signature]
BY *[Signature]*
CORPORATE REAL ESTATE

[Handwritten initials]

(a) Party of the first part shall not be held liable (except as provided in Paragraph (d) hereof) for any claims for damage which may accrue on account of the construction, operation or maintenance of said line of wires, poles and other supports and appliances connected therewith on the land of party of the first part, and party of the first part shall not be liable on account of damage to said wires, poles and other supports and appliances accruing from past or future mining or removal of coal, iron ore or other minerals contained in the aforesaid land, or from failure to leave adequate support for the surface of said land; and party of the second part shall indemnify, protect and save harmless party of the first part from all loss, damage, cost or expense which party of the first part may sustain on account of the improper construction, operation or maintenance of said line of wires and the supports and appliances therefor upon said land and on account of claims for damage by others by reason of the construction, operation or maintenance upon said land by party of the second part of said line of wires or supports or other appliances connected therewith.

(b) Party of the second part shall construct, operate and maintain said wires and the supports and appliances therefor upon said land over which the aforesaid rights are herein conveyed in accordance with the following specifications: (1) The minimum overhead clearance of all wires or cables shall be thirty (30) feet over the tops of rails in railroad tracks of any character now existing or hereafter constructed; twenty-five (25) feet over the tops of existing wagon roads and ten (10) feet over existing buildings and other structures and also over signal, power, light, telephone or other wires upon said land; the minimum side clearance between supports and nearest rails in main tracks upon said land shall be not less than twelve (12) feet, and between supports and nearest rails in side tracks shall be not less than six (6) feet; (2) Crossing spans over roads, tracks, buildings or other structures and electric lines of any character shall be free from splices and shall be constructed and thereafter maintained in accordance with specifications of the National Electrical Safety Code, contained in the Hand Book Series of the United States Bureau of Standards and amendments thereto and revisions thereof from time to time in effect.

(c) Party of the second part shall have the right to trim and/or cut such trees located on land of party of the first part as may interfere with the installation or endanger the safety of proper maintenance and operation of said line of wires and the supports and appliances therefor; party of the second part shall, however, pay party of the first part for the reasonable timber market value of all trees cut by party of the second part which are located more than 15 feet from the centerline of said line of electric power transmission wires.

(d) Party of the first part shall have the right at any and all times to use in its mining, quarrying or manufacturing operations the land over which said line of wires is located, and party of the first part shall also have the right to install, maintain and use tracks, roads, pipe lines, haulage systems and wires or cables of any description across said line of wires; and party of the first part shall have the right to grant to others the right to install, maintain and use tracks, roads, pipe lines, haulage systems and wires or cables of any description across said line of wires; upon condition, however: (1) That the exercise of any of said rights by party of the first part shall cause no unreasonable interference with the line of wires and operations of party of the second part, and the rights granted to others shall not be superior to the rights granted to party of the second part; (2) That the character of installation of the above mentioned crossings shall be reasonably satisfactory to party of the second part; and (3) That party of the second part shall be relieved of and held harmless from any damage arising by reason of said crossings made by other parties.

(e) Party of the second part shall at its expense, upon the completion of installation of its wires and thereafter in the maintenance and operation thereof, cause the destruction or removal from the land of party of the first part of all debris, including timber refuse, resulting from such installation, operation and maintenance.

(f) Should the wires, poles and appliances or any portion thereof constructed, operated and maintained by party of the second part in the location herein described hereafter interfere with the mining, quarrying or manufacturing operations of party of the first part or future subdivisions laid out by party of the first part or any of its present or future subsidiary or associate companies, then upon written request by party of the first part so to do party of the second part shall within

thirty (30) days remove its wires, poles and other supports and appliances from said location to other locations, provided; (1) That party of the first part shall first convey to party of the second part the same rights in such other locations as are conveyed to party of the second part hereunder; and (2) That party of the second part shall not be required to remove and relocate its said wires, poles and other supports and appliances more than one time at its expense, and when such other location or locations are furnished, the terms of such grant or grants shall not require party of the second part again to remove its wires, poles and appliances except at the expense of party of the first part. Any new location so furnished shall not be at a greater distance than seven hundred and fifty (750) feet from either side of the centerline of said line of electric power transmission wires as herein described and shall be so located as to permit the construction, operation and maintenance of said wires, poles and other supports and appliances in accordance with good engineering and operating practice, and in the event any portion of the new location for said wires, poles and other supports and appliances is not on land then owned by party of the first part, then before such wires, poles and other supports and appliances shall be moved, party of the first part shall cause to be conveyed to party of the second part a right of way of equal width to that granted by this agreement, free of conditions, for the new location of such wires, poles and other supports and appliances. The interference with such mining, quarrying or manufacturing operations or future subdivisions by such wires, poles and other supports and appliances and the necessity for moving the same, as well as the new location to which they shall be removed, shall be agreed upon between the parties; and in the event they are unable to agree upon any of such matters, their differences shall be settled by arbitration. Each of the parties hereto shall select one disinterested person, and the two thus selected shall select a third disinterested person, and the three thus chosen, or a majority of them shall determine the matters at issue, and each of the parties hereto agrees to abide by the result of such arbitration.

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(g) In the event party of the second part violates any of the covenants herein contained and fails for ten (10) days after notice in writing served upon it by party of the first part, or within ten (10) days after the determination by arbitration or otherwise of any question, the result of which requires party of the second part to do or perform any act or acts, as the case may be, to comply with such covenant or covenants, party of the first part shall have the right to terminate this contract by giving party of the second part thirty (30) days' notice in writing of its intention so to do, whereupon at the expiration of said thirty (30) days this contract shall be deemed terminated and at an end; and party of the first part may thereafter at the expense of party of the second part remove said wires and the supports and appliances therefor from said land should they remain thereon without right for exceeding thirty (30) days.

(h) Party of the second part will pay all taxes assessed upon the property installed or placed on such land by party of the second part. If party of the first part is required by the taxing authorities to pay such taxes and any interest or penalties, party of the second part will reimburse party of the first part for payment of such taxes and any interest or penalties paid.

(i) "Line of wires" and similar wording used in this contract shall include all poles, wires, conduits, cables, trans closures, trans closure pads, and other appliances and facilities useful or necessary in connection therewith for the overhead and underground transmission and distribution of electric power and for overhead and underground communication service.

STATE OF PENNSYLVANIA)

COUNTY OF ALLEGHENY)

I, Marylou R. KLUS, a Notary Public in
and for said County in said State, hereby certify that _____

C. D. HORNE
Development Division
whose name as Vice President, USS Realty of United States Steel Corporation,
a corporation, 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
this 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 and official seal, this the 21st day of
September, 1981.

Marylou R. Klus
Notary Public

MARYLOU R. KLUS, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES JULY 16, 1983
Member, Pennsylvania Association of Notaries

STATE OF ALABAMA)

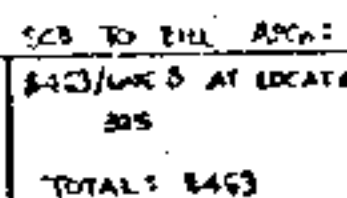
COUNTY OF JEFFERSON)

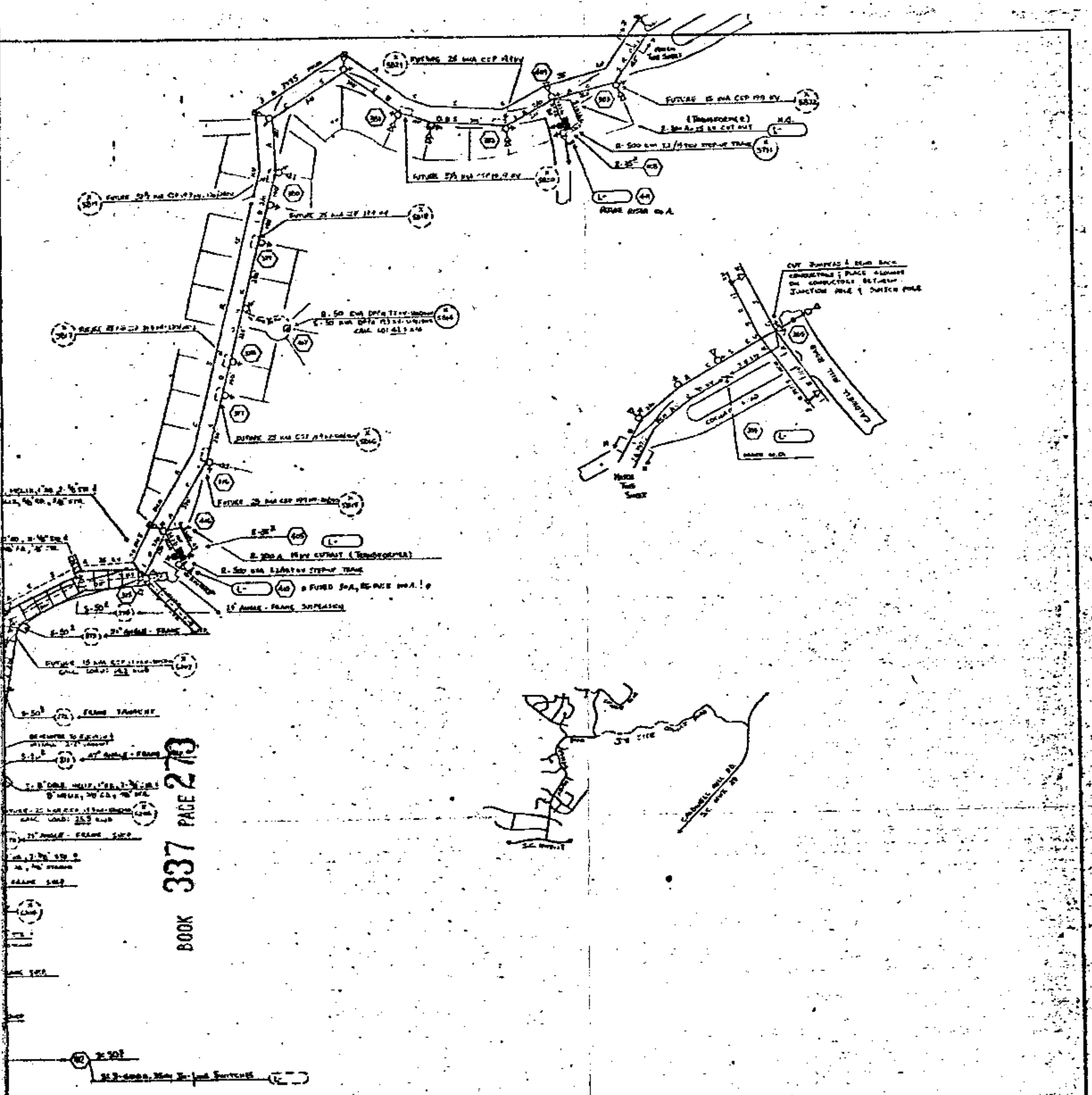
I, Sara R. Parks, a Notary Public in
and for said County in said State, hereby certify that Ollie D. Smith whose
name as Vice President of Alabama Power Company, a corporation, is signed
to the foregoing instrument, and who is known to me, acknowledged before me
on this day that, being informed of the contents of this 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 and official seal, this the 28th day of
August, 1981.

Sara R. Parks
Notary Public

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1982 JAN 11 PM 3:27
 JUDGE OF PROBATE

Deed TAX 1.50
 Rec 9.00
 Ind 1.00
 10.50

1 MY/LINE 20 AT LOC. 200, 361 TOTAL 294	LINE 53: TYPE D: 542 @ 200' AT TOTAL: 884.00	AP. TO PUL. CEF: 542 @ 200' AT LOCATION 318, 540, 261 TOTAL: 81518.75	APPROVED: P. C. HODGE DATE: 1-12-82	SCALE: 1" = 100' SHEET 1 OF 4 SHEETS D-070000013000
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WE-070000013000

ALABAMA POWER COMPANY

FOR ALABAMA POWER DISTRIBUTION

DETAILED SERVICE FOR WEATHERWOOD CO.

SCALE: 1" = 100'

SHEET 1 OF 4 SHEETS

D-070000013000