



USS Realty Development

Division of United States Steel Corporation

P.O. BOX 599
FAIRFIELD, ALABAMA 35064
205/783-4126

61700-00-00946-00

485804

T. G. HOWARD
PROJECT MANAGER—SOUTHEAST

July 07, 1986

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Mrs. Sara Parks
General Acquisition Agent
Corporate Real Estate
Alabama Power Company
P.O. Box 2641
Birmingham, Ala. 35291

SUBJECT: Rights for Distribution Line
Heatherwood - 4th Sector
WE #61700-00-00946-00

Dear Mrs. Parks:

Reference is made to your letter dated June 12, 1986 pertaining to Alabama Power Company's interest in acquiring rights across property of United States Steel Corporation (hereinafter referred to as "Steel"), in order to relocate the poles in your 34.5 kv distribution line routed along Heatherwood Drive to the lot lines in Heatherwood's 4th Sector to provide service to 41 lots.

It is our understanding that you are ready to begin work on this distribution line and request permission and license to enter Steel property located in Section 9, Township 19 South, Range 2 West, Shelby County, Alabama in order to begin construction on the line as indicated on drawing D-61700-00-00946-00.

Steel is agreeable to granting you permission and license to proceed with this work at no cost or expense to Steel under the following terms and conditions:

- 1) All persons entering premises of Steel pursuant to or in connection with this authority do so at their own risk, and Steel shall not be liable for any injury to persons (including death) or for damages to property in any way arising out of or resulting from your operations hereunder.
- 2) The rights herein granted are subject to existing easements (recorded and visible on the ground) for railroads, transmission lines, telephone lines,

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

By R.C. Coggin

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



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pipelines, and leases now in effect. No timber shall be severed other than that included in the easement area, with the exception of danger timber adjacent thereof.

- 3) Alabama Power Company will indemnify, protect, and hold Steel harmless against all claims, suits, demands, judgments, and decrees instituted by any third party, including, but not limited to, damages paid under any Workmen's Compensation Act or similar act or law, because of any act or negligences of your agents, employees, or representatives, it being agreed that you shall hold Steel harmless from any claim for damages of every nature which may arise from your exercise of the rights herein granted or for damages to or compensation paid to your employees under the Workmen's Compensation Act or other similar act or law.
- 4) It is understood that this permit may not be transferred or assigned to others by licensee without the written consent of Steel. Provided, however, that nothing herein contained shall prevent the assignment, transfer or pledge by Alabama Power Company of the rights granted herein in accordance with the terms of any mortgage on a substantial part of the properties of Alabama Power Company.
- 5) In the event you violate any of the conditions hereof, and such violation is not remedied within three (3) days after receipt by you of written notice of the violation, this permit may be terminated at or any time after the expiration of said three-day notice.
- 6) Steel shall have the right to go on said land at any time for the purpose of inspection of your operations, making surveys, or for any other purposes.
- 7) All present laws, rules, regulations, and ordinances of local, state, and federal governments, agencies, or regulatory boards will be strictly adhered to. All permits

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of every kind required to facilitate this operation will be the responsibility of and are to be secured by Alabama Power Company.

- 8) Alabama Power Company and its contractors shall comply with all applicable laws, ordinances, regulations, present or future, pertaining to reclamation, air and water pollution, and shall indemnify and hold Steel harmless from all loss, expense or damage resulting from any failure to comply therewith.

If the foregoing is satisfactory to you, please so indicate by having this letter signed in duplicate on your behalf in the space provided below and returning one copy to this office for our records.

Sincerely,

T. G. HOWARD
Project Manager-Southeast

RJP:sp
Enc.

AGREED TO AND ACCEPTED BY:

ALABAMA POWER COMPANY

By James W. Galt
Title Executive Vice President and Counsel
Date July 22, 1986

APPROVED AS TO FORM
BALCH & BINGHAM

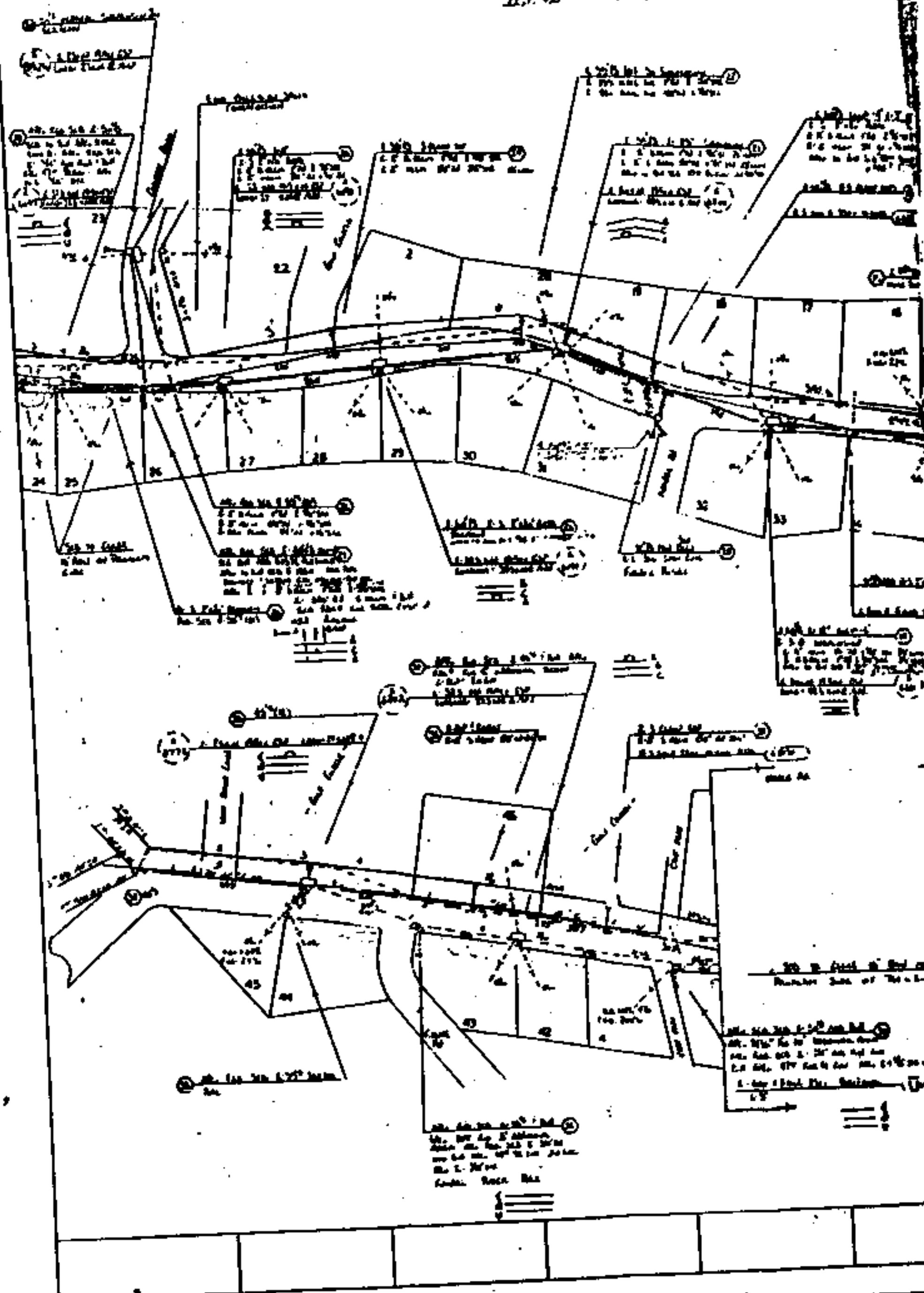
By: Harold Williams

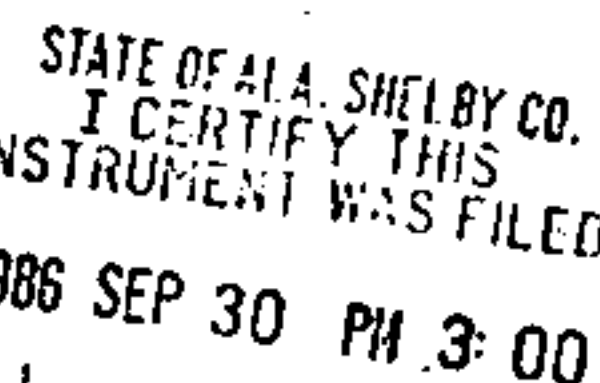
APPROVED AS
TO TERMS AND
DESCRIPTION

Richard C. Casper
MANAGER, DISTRIBUTION
By: W. L. Murphy
MANAGER
PROPERTY OF AISC

Notes
 A. The following locations are on the L.A. State
 B. The following locations are on the L.A. State
 C. The following locations are on the L.A. State
 D. The following locations are on the L.A. State
 E. The following locations are on the L.A. State

Loc. #	Area	Notes
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4	100	
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99	100	
100	100	





Facilities to be removed
Proposed facilities on U.S.S. property
Proposed facilities on road right

ALABAMA POWER COMPANY Mr. <u>John Edgar Ramey</u> <u>5114 N. Dardanelle</u> <u>Normal, Alabama 35762</u> <u>Mr. James W. Smith</u> <u>5114 N. Dardanelle</u> <u>Normal, Alabama 35762</u> Attention: <u>Chief</u> Phone: <u>252-6666</u>		D-6788-80 00946-02
Page 1 of 1 Date: <u>10/1/80</u>		