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This instrument was prepared by
Peggy A. McClure, General Attorney
USX Corporation
P. O Box 599
Fairfield, Alabama 35064

500386
Inst • 1997-02631

THIS CONTRACT, entered into this 13TH day of DECEMBER, 1996,
between **USX CORPORATION**, a Delaware corporation, party of the first part, and
ALABAMA POWER COMPANY, a corporation, party of the second part;

WITNESSETH:

(1) Party of the first part, for and in consideration of the sum of One
Hundred Seventy Thousand Six Hundred Dollars (\$170,600.00) paid to it by party
of the second part, the receipt of which is hereby acknowledged, hereby grants and
conveys to party of the second part, to the extent of the ownership of party of the
first part, an easement one hundred (100) feet in width for a right of way for an
electric power transmission line, together with poles and other supports and
appliances necessary therefor, and the right to construct, operate and maintain
additional electric power transmission lines, including communication wires, thereon
from time to time upon and across land owned by party of the first part located in
Sections 19, 20, 27, 28, 29, 34 and 35, all in Township 21 South, Range 4 West,
Shelby County, Alabama, said easement being shown on map marked 21-92 LD
attached hereto and made a part hereof.

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SHELBY COUNTY JUDGE OF PROBATE
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(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 of party of the first part 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

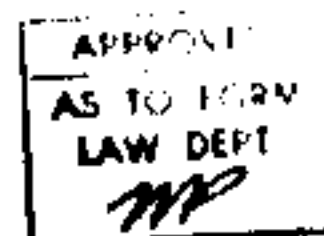
corporate successors of such party or parties; and (b) the assigns of such party or parties for so long as such party or parties, or any of them, retain a beneficial interest in the minerals in or surface of said land or any portion thereof.

(6) Except as hereinabove restricted, this contract shall inure to 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.

ATTEST: *Witness*

USX CORPORATION



Sullivan B. Grindle
Assistant Secretary
ATTEST:

By: *A. E. Ferrara, Jr.*
Title: A. E. Ferrara, Jr., President
USX Realty Development, a
Division of U. S. Steel Group,
USX Corporation

Susan M. Story
Assistant Secretary
WITNESS:

ALABAMA POWER COMPANY

John M. Henry

By: *Susan M. Story*
Its: Vice President

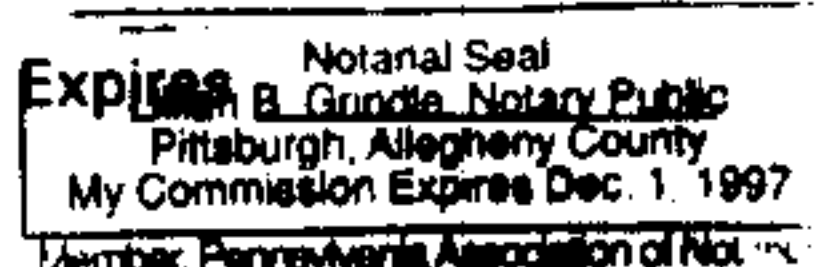
STATE OF PENNSYLVANIA)
COUNTY OF ALLEGHENY)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that A. E. Ferrara, Jr., President, whose name as _____ of U. S. Steel Group, USX 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, a 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 12th day of December 1996.

Sullivan B. Grindle
Notary Public

My Commission Expires



STATE OF Alabama
COUNTY OF Jefferson

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Susan N. Story, 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/she, 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 30th day of December 1996.

Karen B. Jones
Notary Public

My Commission Expires 8/27/97

EXHIBIT "A"

(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 roads and ten (10) feet over existing buildings and other existing 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 in effect on the date of this instrument.

(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 or 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 FIFTY (50) 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 or others 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 the 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 crossing made by other parties.

(e) Party of the second part shall at its expense, upon the completion of the 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 land developments including 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 ninety (90) 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 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 center line 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. Each arbitrator shall be paid by the party selecting him and the expenses of arbitration and the third disinterested party shall be paid by the parties equally.

(g) In the event party of the second part violates any of the covenants herein contained and fails for sixty (60) days after notice in writing served upon it by party of the first part, or within thirty (30) 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 a period 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.

