

WE# 61700-00-0532-600 (2006)

STA 2+00 (Riser Pole in Place)

Underground to

Transclosure at STA 1+00 70226896

In SE 1/4 of SW 1/4 of Section  
16, Township 20 South, Range  
3 West, Shelby County,  
Alabama

**This instrument was prepared by:**

Michael M. Partain, Esq., General Attorney  
United States Steel Corporation  
Law Department - Fairfield Office  
P. O Box 599, Suite 192  
Fairfield, Alabama 35064

STATE OF ALABAMA       )  
SHELBY COUNTY        )



20091110000418920 1/11 \$41.50  
Shelby Cnty Judge of Probate, AL  
11/10/2009 11:41:32 AM FILED/CERT

**EASEMENT  
FOR  
UNDERGROUND ELECTRIC TRANSMISSION LINE**

**WE # 61700-00-0532-600(2006)**

**THIS CONTRACT**, entered into this 4 day of November, 2009,  
between **UNITED STATES STEEL CORPORATION** ("USS"), a Delaware corporation, successor (by  
conversion) to United States Steel LLC and remote successor to USX Corporation, and **ALABAMA  
POWER COMPANY**, a corporation ("Power Company").

**WITNESSETH:**

(1) USS, for and in consideration of the sum of Ten Dollars (\$10.00) paid to it by Power Company, the receipt of which is hereby acknowledged, hereby grants and conveys to Power Company, to the extent of the ownership of USS, a non-exclusive easement of varying width for an underground electric power transmission line, together with any appliances necessary therefor (hereinafter collectively referred to as the "power line"), and the right to construct, install, operate, and maintain upon, over and across a tract of land owned by USS located in the Southeast 1/4 of the Southwest 1/4, Section 16, Township 20 South, Range 3 West, Shelby County, City of Helena, said easement being more particularly described on "**EXHIBIT A**" and depicted on map labeled "**EXHIBIT B**" attached hereto and made a part hereof.

(2) USS conveys unto Power Company such rights of ingress and egress over other adjacent lands of USS as may be necessary for the construction, operation and maintenance of said underground power line upon said land.

(3) The rights herein granted shall not in any way be construed to be superior to and are subject to any existing agreements for the use of the surface and/or subsurface of said land, any existing timber purchase and cutting agreements between USS and third parties, and any existing leases, agreements, and easements on, over, and across said land for roads, railroads, electric power transmission lines, telephone lines, telegraph lines, or pipelines.

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

(5) The terms and conditions shown in "**EXHIBIT C**" attached hereto and made a part hereof shall constitute a part of this Agreement except that the relocation rights reserved in Paragraph (f) thereof shall be restricted to: (a) USS 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 USS, 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.

(Remainder of page intentionally left blank. See following page for signatures.)

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate by their duly authorized officers as of the day and year first above written.

ATTEST:

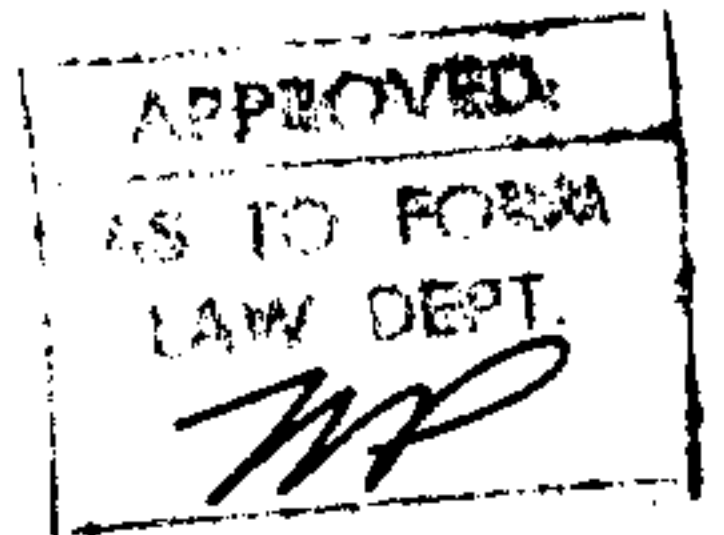
UNITED STATES STEEL CORPORATION

By: *Michael W. Carter*

Title: Assistant Secretary

By: *Thomas A. Shaw*

Title: General Manager-Southeast  
USS Real Estate, a division of  
United States Steel Corporation



WITNESS:

ALABAMA POWER COMPANY

By: *James L. [Signature]*

By: *James B. [Signature]*  
Title: *Chief Technical Specialist*

State of Alabama  
Deed Tax : \$ .50



STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, Beverly L. Swain, a Notary Public, in and for said County in said State, hereby certify that Thomas G. Howard, whose name as General Manager-Southeast of USS Real Estate, a division of United States Steel Corporation, a Delaware 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 28 day of October, 2009.

Beverly L. Swain

Notary Public

[SEAL]

My Commission Expires

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: July 30, 2011  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, Jason S. Drummond, a Notary Public, in and for said County in said State, hereby certify that Terry D. Roberson, whose name as Chief Technical Specialist, 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.

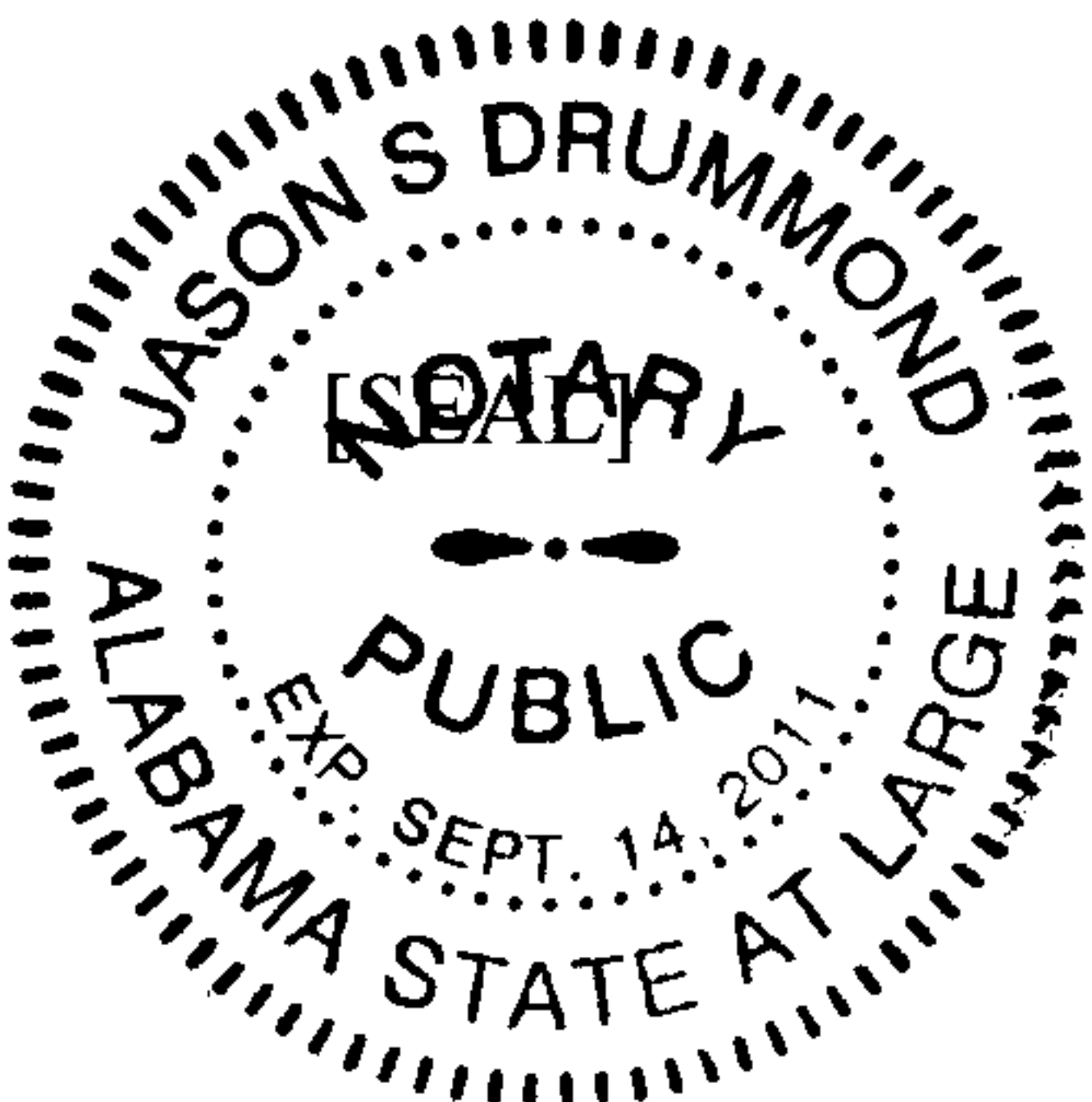
Given under my hand and official seal, this the 4<sup>th</sup> day of November, 2009.

Jason S. Drummond

Notary Public

My Commission Expires

9/14/2011



## **EXHIBIT A**

### **Legal Description of the Easement**

**(see attachment)**



**Right-of-Way Description  
"U.S. Steel Property"  
Shelby County, Alabama  
Township 20 South, Range 03 West  
Section 16**

Only so much of a strip of land, varying in width, for distribution right-of-way, which lies within a portion of the Southeast 1/4 of the Southwest 1/4, of Section 16, Township 20 South, Range 03 West of Shelby County, Alabama and being more particularly described as follows:

To reach the Point of Beginning of said strip, commence at the Southwest corner of Section 16, marked by a found 3 inch capped pipe, thence North 77°22'20" East a distance of 1470.96 feet to a point, marked by an existing distribution riser pole; thence North 26°46'02" West a distance of 14.31 feet to a point; said point being the **Point of Beginning** of a survey line used to describe the strip of land for distribution right-of-way herein described; therefrom, the strip is varying in width and lies 15 feet right (southeasterly) of said survey line (Less and Excepting any portion of said strip which lies northwesterly of the Southeasterly right-of-way line of Hillsboro Parkway, having a right-of-way that varies in width) and the continuations thereof which begins at such point of beginning; thence North 60°23'24" East a distance of 24.07 feet to a point on the Southeast right-of-way of said parkway; therefrom said strip lies 15 feet right (southeasterly) of and up to the southeasterly right-of-way line of said parkway left (northwesterly) of said survey line and the continuations thereof; thence continue the same bearing a distance of 23.16 feet to a point; thence North 59°24'20" East a distance of 53.02 feet to a point; thence North 57°36'28" East a distance of 65.05 feet to a point; thence North 51°35'38" East a distance of 84.87 feet to a point; thence North 60°48'24" East a distance of 27.05 feet to a point; thence North 69°50'50" East a distance of 10.31 feet to a point; therefrom, the strip is 30 feet in width and lies 15 feet on each side of said survey line and the continuations thereof; thence continue the same bearing a distance of 32.30 feet to a point; thence North 49°23'50" East a distance of 50.30 feet to a point; thence North 35°17'12" East a distance of 56.76 feet to a point; thence North 29°31'25" East a distance of 50.10 feet to a point, said point also being the ending of said strip of land for distribution right-of-way herein described.

All bearings based on the Alabama State Plane West Zone Grid North.

Said strip of land for distribution right-of-way containing 0.24 acres, more or less.

Situated, lying, and being in Shelby County, Alabama.



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**EXHIBIT B**

**Map of the Easement**

**(see attachment)**

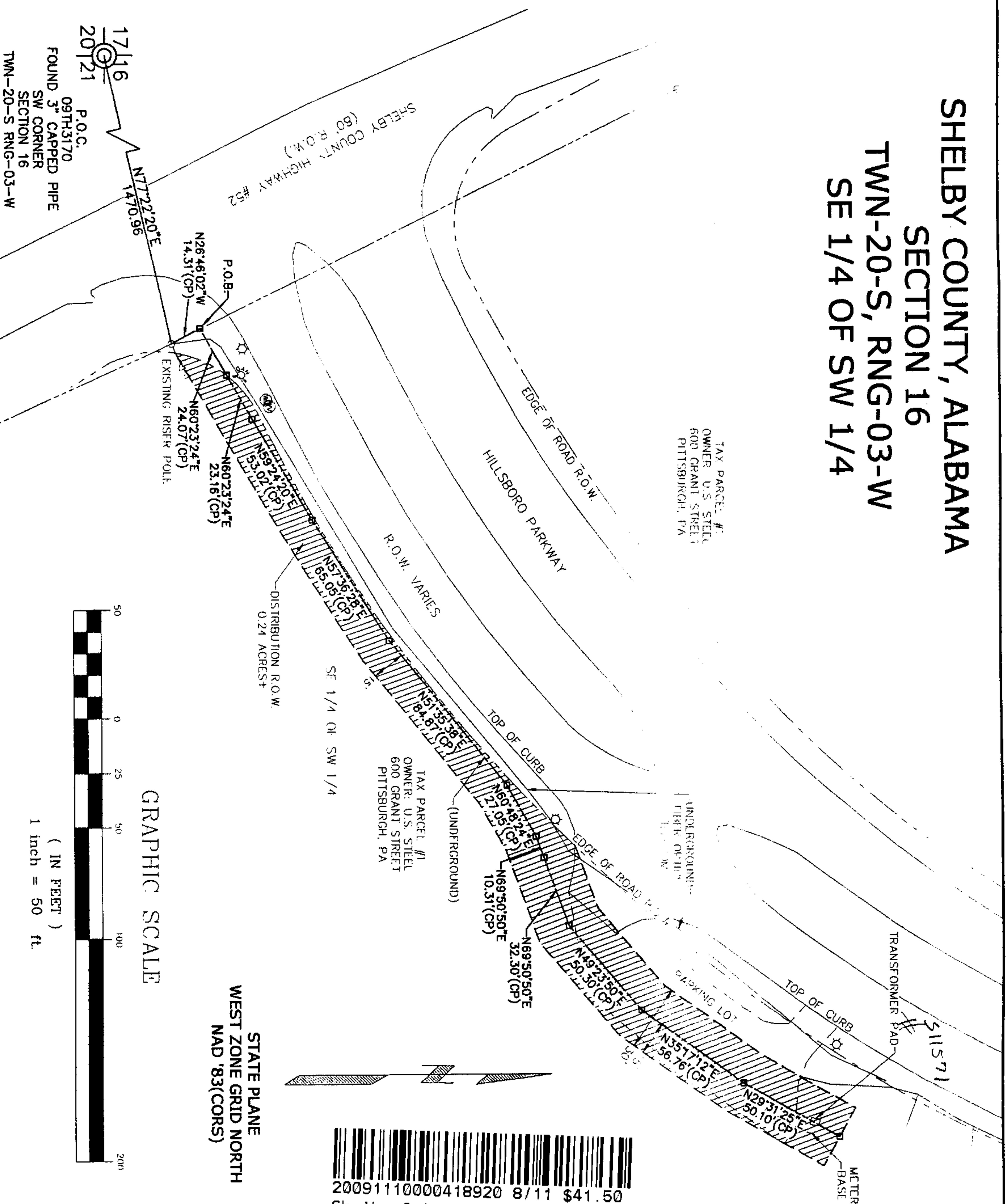




NOTES:

- 1) ALL IMPROVEMENTS WERE NOT LOCATED ON PROPERTY.
- 2) REFERENCE MADE TO U.S. STEEL CORPORATION PLAT OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 03 WEST, DATED APRIL, 1907.
- 3) REFERENCE MADE TO HILLSBORO SUBDIVISION PHASE 1, AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE IN SHELBY COUNTY, ALABAMA IN MAP BOOK 37, PAGES 104 A-C.
- 4) REFERENCE MADE TO ALABAMA POWER COMPANY ESTIMATE NO. 61700-00-0532-6.
- 5) ALABAMA STATE PLANE WEST ZONE GRID NORTH NAD '83(CORS). HORIZONTAL DATUM OBTAINED FROM CORS STATIONS ALCA AND EDAA. SEE [HTTP://WWW.NGS.NOAA.GOV/CORS/](http://www.ngs.noaa.gov/cors/) FOR STATION INFORMATION AND DESCRIPTION.

SHELBY COUNTY, ALABAMA  
SECTION 16  
TWN-20-S, RNG-03-W  
SE 1/4 OF SW 1/4



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LEGEND OF SYMBOLS

○	POWER POLE
⊙	LIGHT POLE
⊕	FIRE HYDRANT
⊖	WATER VALVE
⊗	WATER METER
□	CALCULATION POINT
—	CENTERLINE
—	EXISTING ROAD
—	UNPAVED ROAD OR DRIVE
—	UNDERGROUND DISTRIBUTION
—	POWERLINE
—	RIGHT OF WAY

▨	LEGEND OF RIGHT OF WAY
▨	DISTRIBUTION R.O.W.

1716  
20121  
P.O.C.  
09TH3170  
FOUND 3" CAPPED PIPE  
SW CORNER  
SECTION 16  
TWN-20-S RNG-03-W



GRAPHIC SCALE

STATE PLANE  
WEST ZONE GRID NORTH  
NAD '83(CORS)



FACILITY NAME: RIGHT-OF-WAY SURVEY - SHELBY COUNTY, ALABAMA		FACILITY #: FN03830
TITLE: LAND TIE - UNDERGROUND DISTRIBUTION SERVICE TO USS DEVELOPMENT ACROSS US STEEL PROPERTY		
DESIGNED BY: NGT	CHECKED BY: SAS	TYPE: RIGHT-OF-WAY SURVEY
DATE: 07-07-09		SCALE: 1" = 50'
APPROVED BY: [Signature]		SUPER: [Signature]
ASSOCIATED PAGES:		SHEET: 1 OF 1

11013  
07-07-2009



## EXHIBIT C

(a) USS 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 power line on the land of USS, and USS shall not be liable on account of damage to said power line 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 Power Company shall indemnify, protect, and save harmless USS from all loss, damage, cost, or expense which USS may sustain on account of the improper construction, operation, or maintenance of said power line upon said land and on account of claims for damage by others by reason of the construction, operation, or maintenance upon said land by Power Company of said power line.

(b) Power Company shall construct, operate, and maintain said power line upon said land over which the aforesaid rights are herein conveyed in accordance with the applicable 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) Power Company shall have the right to trim and/or cut such trees located on land of USS as may interfere with the installation or endanger the safety or proper maintenance and operation of said power line. However, Power Company shall promptly pay USS, its successors and assigns, for the appraised value of all pre-merchantable and merchantable timber cut, trimmed, or damaged by Power Company in the exercise of its rights granted hereunder, which appraisal may be governed by one or more timber purchase and cutting agreements entered into between USS and a third party. No trees, limbs, or timber lying outside **fifteen (15)** feet from the centerline of said power line may be cut or trimmed without USS's consent, unless such tree, limb, or timber poses a material risk to persons or property. Any contacts regarding timber shall be directed to USS's Chief Forester, Bob Canavera, at (205) 783-2250.

(d) USS shall have the right at any and all times to use the land over which said power line is located, and USS 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 power line; and USS shall have the right to grant to others the right to install, maintain, and use tracks, roads, pipe lines, haulage systems, and wire or cables of any description across said power line; upon condition, however, (1) that the exercise of any of said rights by USS or others shall cause no unreasonable interference with the power line and the operations of Power Company, and the rights granted to others shall not be superior to the rights granted to Power Company; (2) that the character of installation of the above mentioned crossings shall be reasonably satisfactory to the Power Company; and (3) that Power Company shall be relieved of and held harmless from any damage arising by reason of said crossing made by other parties.

(e) Power Company shall at its expense, upon the completion of the installation of the power line and thereafter in the maintenance and operation thereof, cause the destruction or removal from the land of USS of all debris, including tree refuse, resulting from such installation, operation, and maintenance.

(f) Should the power line or any portion thereof constructed, operated, and maintained by Power Company in the location herein described hereafter interfere with the operations and/or land development of USS or its successors or assigns, including subdivisions established by USS or any of its present or future subsidiary or associate companies, then upon written request by USS so to do Power Company shall within ninety (90) days remove such power line from said location to other locations, provided, (1) that USS shall first convey to Power Company the same rights in such other locations as are conveyed to Power Company hereunder; and (2) that Power Company shall not be required to remove and relocate such power line more



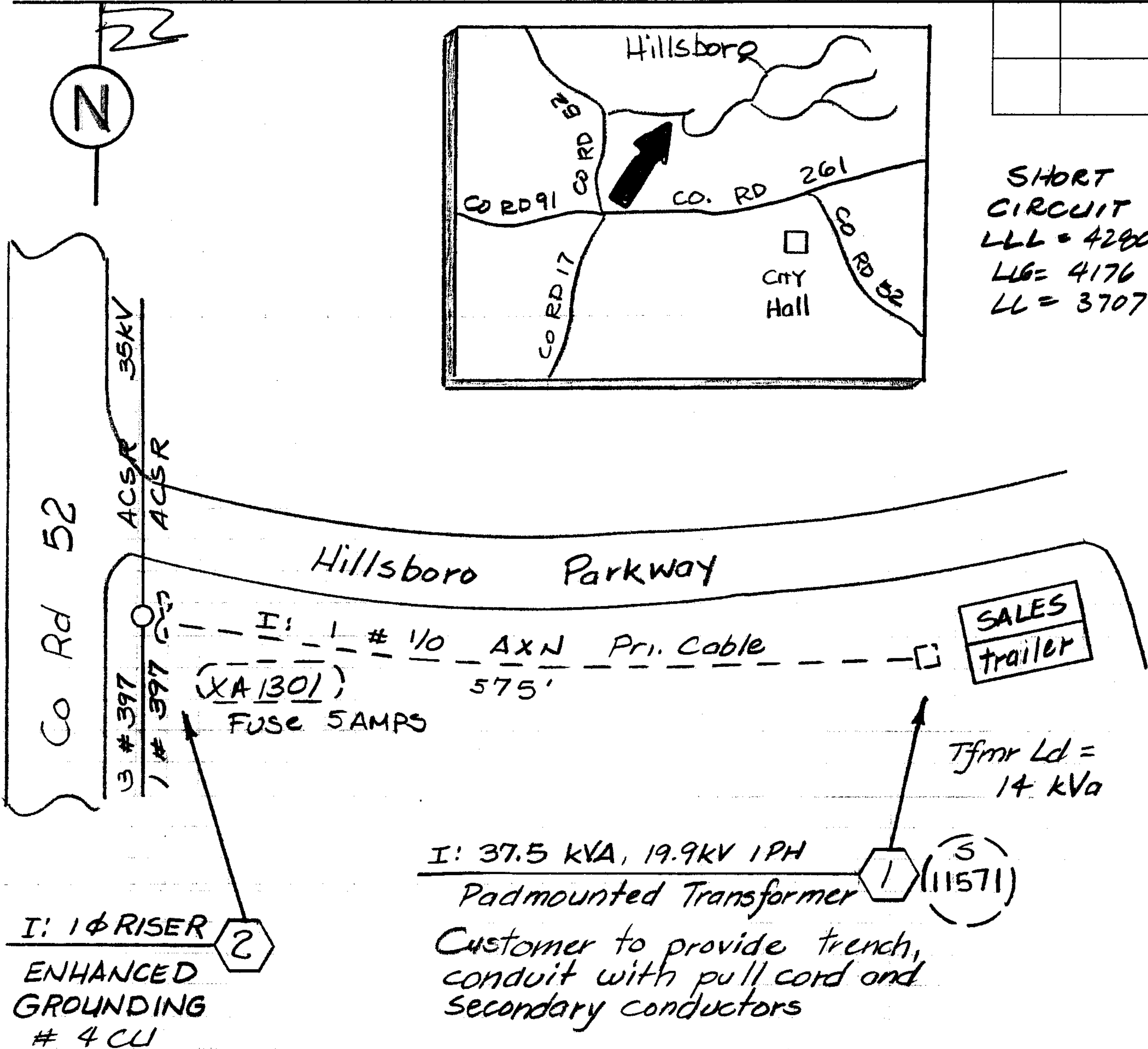
than one time at its expense, and when such other location or locations are furnished, the terms of such grant or grants shall not require Power Company to remove such power line except at the expense of USS. Any new location so furnished shall not be at a greater distance than seven hundred and fifty (750) feet from either side of the centerline of said power line as herein described and shall be so located as to permit the construction, operation, and maintenance of said power line in accordance with good engineering and operating practice, and in the event any portion of the new location for such power line is not on land then owned by USS, then before such power line shall be moved, USS shall cause to be conveyed to Power Company a right-of-way of equal width to that granted by this agreement, free of conditions, for the new location of such power line. The interference with such operations or future land development by such power line 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 Power Company violates any of the covenants herein contained and fails for sixty (60) days after notice in writing served upon it by USS, or within thirty (30) days after the determination by arbitration or otherwise of any question, the result of which requires Power Company to do or perform any act or acts, as the case may be, to comply with such covenant or covenants, USS shall have the right to terminate this Contract by giving Power Company 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 USS may thereafter at the expense of Power Company remove said power line therefor from said land should they remain thereupon without right for a period exceeding thirty (30) days.

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

# SKETCH OF PROPOSED WORK — SIMPLIFIED W. E.

Customer <b>USS Development</b>		Location <b>Hillsboro</b>		Agreed Serv. Date		Estimate No. <b>61700-00-0532 G</b>	
Division <b>B'ham</b>		District <b>Metro South</b>		Town <b>Helena</b>		Drawn by <b>Crouch</b>	
County <b>Shelby</b>		Section <b>16</b>		Township <b>20S</b>		Range <b>3W</b>	
Add'l Info		Date R/W Assigned		Date R/W Cleared		Map Reference	
Acquisition Agent <b>FIELDS</b>		LOC		Transformer Loading			



**\* Note: THIS Transformer will be in place less than 2 years.**



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Voltage	
Pri	Sec.
PHONE CO.	
Co. Name	
CATV CO.	
Co. Name	
ACCESSIBLE	
TREE CREW	
ROCK HOLE	
PERMITS REQ'D	
R/W	
CITY	
COUNTY	
STATE	
MISSALL #	
OTHER	
SCALE	
Ft. Per Inch	

Cnst. Completed By

Date