

12.2' Mounted Transformer Box
Point of Beginning Southwesterly
174.07 feet to NE 1/4 of
CSX Transportation, Inc.
Right of Way (C-414463)

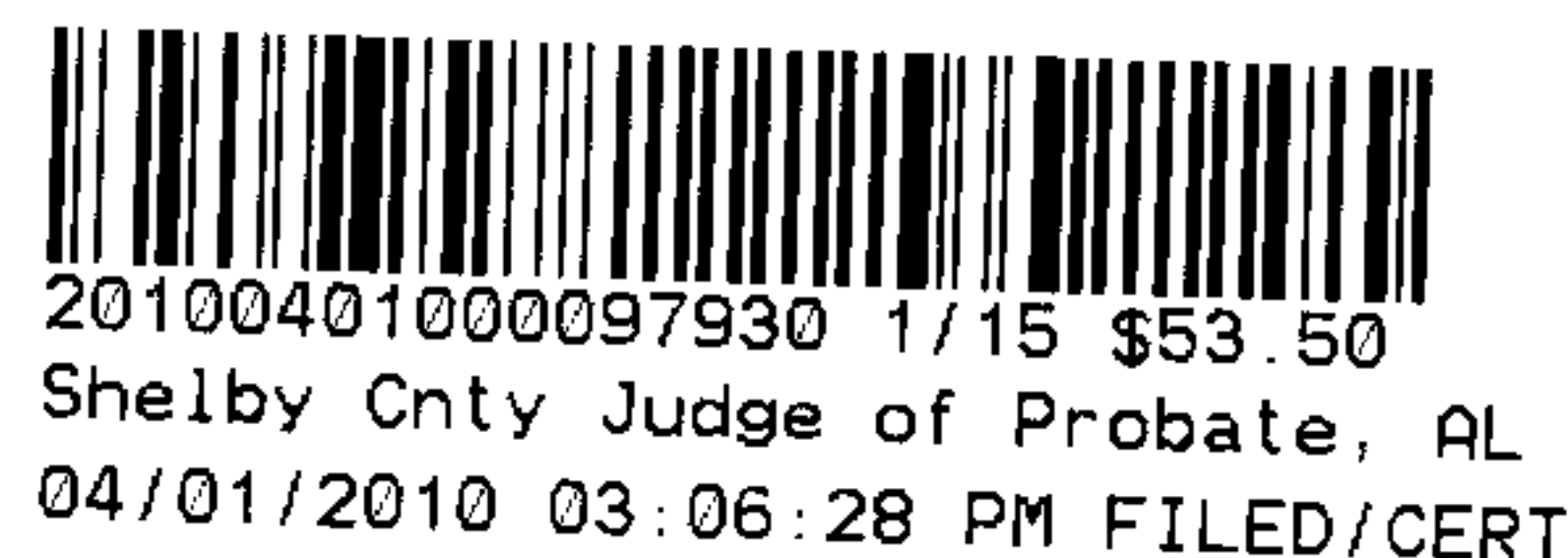
In SW 1/4 of NE 1/4 of Section 5,
Township 20 South, Range
3 West, Shelby County, Alabama

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)

70230014



**EASEMENT
FOR
UNDERGROUND ELECTRIC TRANSMISSION LINE**

WE # A6173-08-A709

THIS CONTRACT, entered into this 27th day of January, 2010,
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 Southwest quarter of the Northeast quarter of Section 5, Township 20 South, Range 3 West, Shelby County, said easement being more particularly described on "**EXHIBIT A**" and depicted on map labeled "**EXHIBIT B**" attached hereto and made a part hereof. This easement shall serve the Brock's Gap Training Center, Inc. facility.

(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.

Shelby County, AL 04/01/2010

State of Alabama
Deed Tax : \$.50

70230014

(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.)



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Shelby Cnty Judge of Probate, AL
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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:

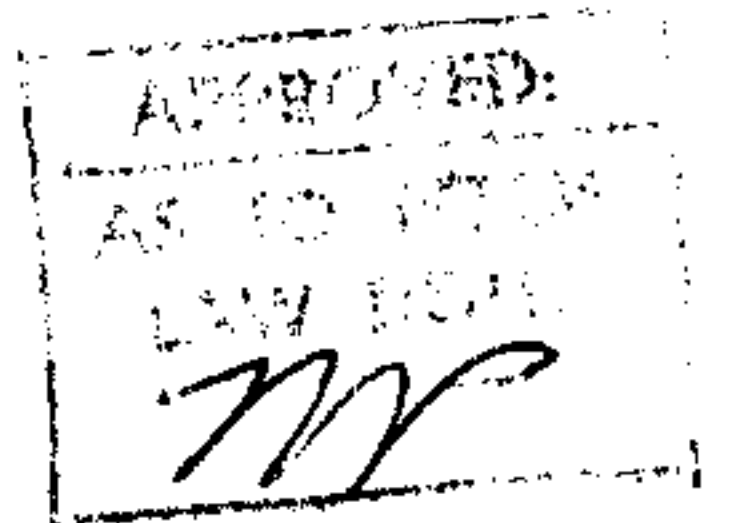
UNITED STATES STEEL CORPORATION

By: Michael W. Rantz

Title: Assistant Secretary

By: [Signature]

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

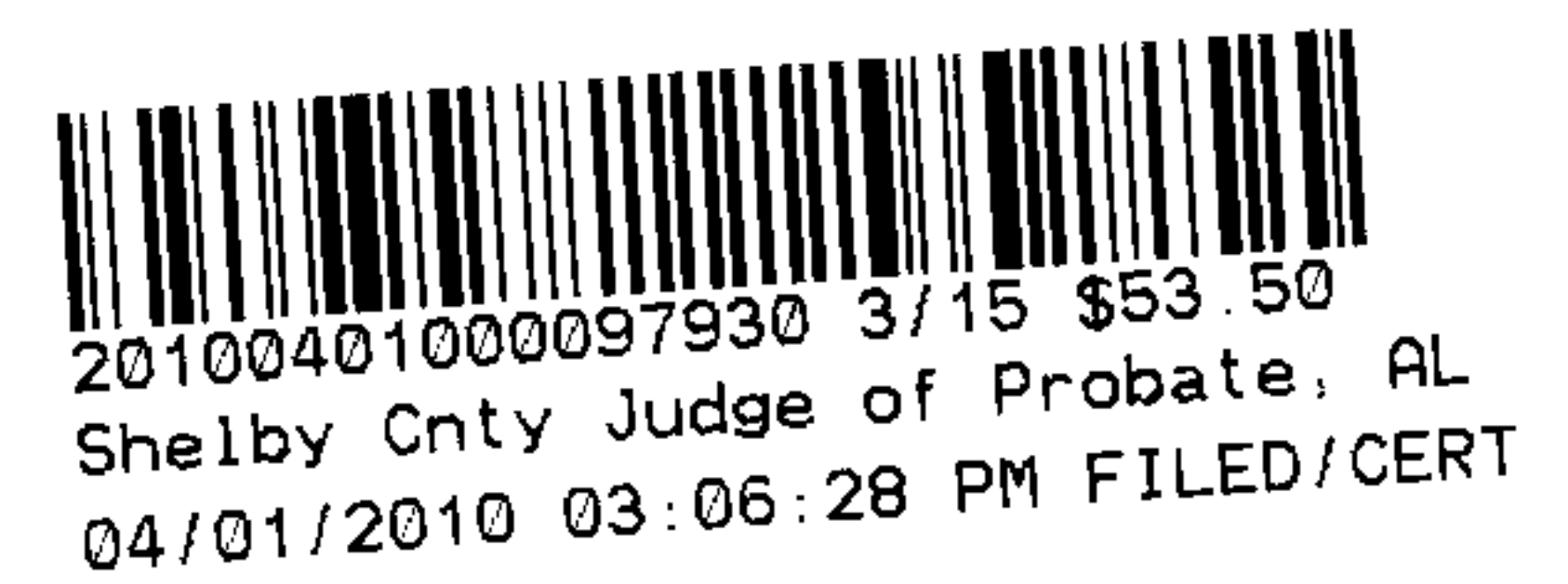


WITNESS:

ALABAMA POWER COMPANY

By: Ronny L. Reynolds

By: [Signature]
Title: Chief Technical Specialist



70230014

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 27 day of January, 2010.

Beverly L. Swain
Notary Public

[SEAL]

My Commission Expires

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


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STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, Dorothy G. Reynolds, a Notary Public, in and for said County in said State, hereby certify that Gerry D. Robinson, 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 25th day of January, 2010.

Dorothy G. Reynolds
Notary Public

[SEAL]

My Commission Expires

2/25/12

70230014

EXHIBIT A

Legal Description of the Easement

A tract of land located in the Southwest quarter of the Northeast quarter of Section 5, Township 20 South, Range 3 West, Shelby County, Alabama more particularly described as follows:

Begin at the Northwest corner of Lot 230 according to the Final Record Plat of Creekside, Phase 2, Part B, as recorded in Map Book 44, Page 26, (Sheet 2 of 2) in the office of the Judge of Probate, Jefferson County, Alabama and also in Map Book 39, Page 58-B in the office of the Judge of Probate, Shelby County, Alabama, said corner also being the Southwest corner of a walking trail access easement; thence run Easterly along the South line of said walking trail access easement and the North line of said Lot 230 along a radial line a distance of 100.45 feet to the Northeast corner of said Lot 230, said Northeast corner also being the Southeast corner of said walking trail access easement, said point also being on the Westernmost right of way Creekside Drive, said point also being on a curve turning to the right, said curve having a radius of 1690.00 feet and a central angle of 0 degrees 36 minutes 50 seconds; thence turn left to the chord of said curve a deflection angle of 89 degree 41 minutes 35 seconds and run Northerly along said Westernmost right of way line, also along the east line of said walking trail access easement, also along the arc of said curve an arc distance of 18.11 feet to the Northeast corner of said walking trail access easement, said Northeast corner also being the Southeast corner of Lot 229 of said Creekside, Phase 2, Part B; thence continue Westerly along a line radial to last stated curve, also along the South line of said Lot 229, also along the North line of said walking trail access easement a distance of 100.13 feet to the Southwest corner of said Lot 229, also the Northwest corner of walking trail access easement; thence continue along a straight line which is radial to last described curve to intersection with the East boundary line of a tract of land conveyed by United States Steel to The Steel City Sports Shooting Association, Inc. by deed dated June 24, 2002; thence Southerly along said East boundary line to intersection with a line which is radial to last described curve, extending westerly from the Northwest corner of said Lot 230; thence easterly along a straight line, radial to last described curve to the point of beginning.



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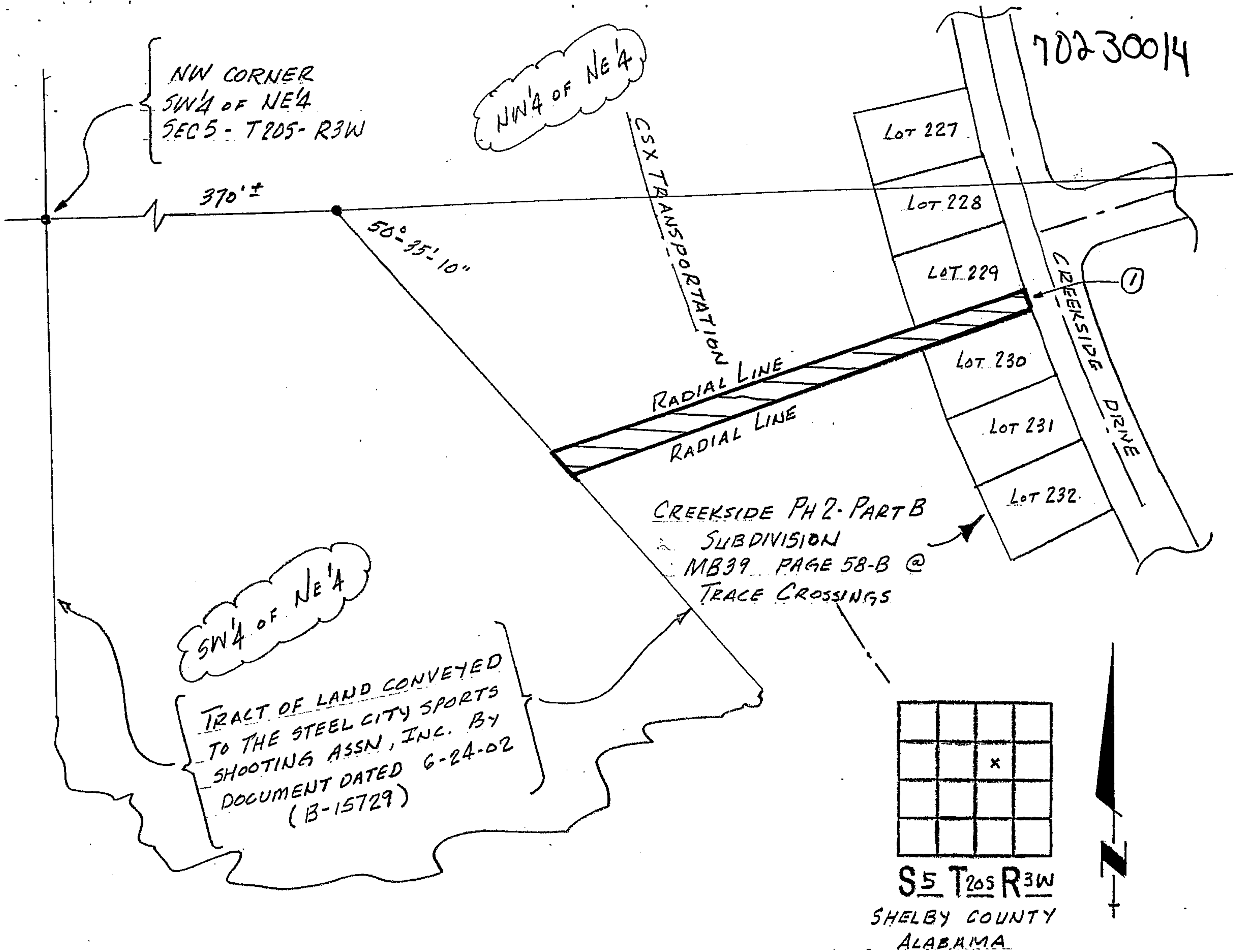
EXHIBIT B

Map of the Easement

(see attachment)



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EASEMENT (VARYING WIDTHS) GRANTED BY
UNITED STATES STEEL CORPORATION TO ALABAMA
POWER COMPANY BY DOCUMENT ATTACHED HERETO

① {
Δ = 0°-36'-50"
R = 1690'
A = 18.11'
C = 18.107'
T = 9.05'



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EXHIBIT B

012010 USSRE

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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 walking trails, bicycle paths, 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 walking trails, bicycle path, 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 Grantee, and the rights granted to others shall not be superior to the rights granted to Grantee; (2) that the character of installation of the above mentioned crossings shall be reasonably satisfactory to the Grantee; and (3) that Grantee 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.



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Roberson, Jerry D.

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From: Doyle, Brian J.
Sent: Tuesday, August 18, 2009 8:03 AM
To: Roberson, Jerry D.
Subject: UG RR/US Steel Crossing

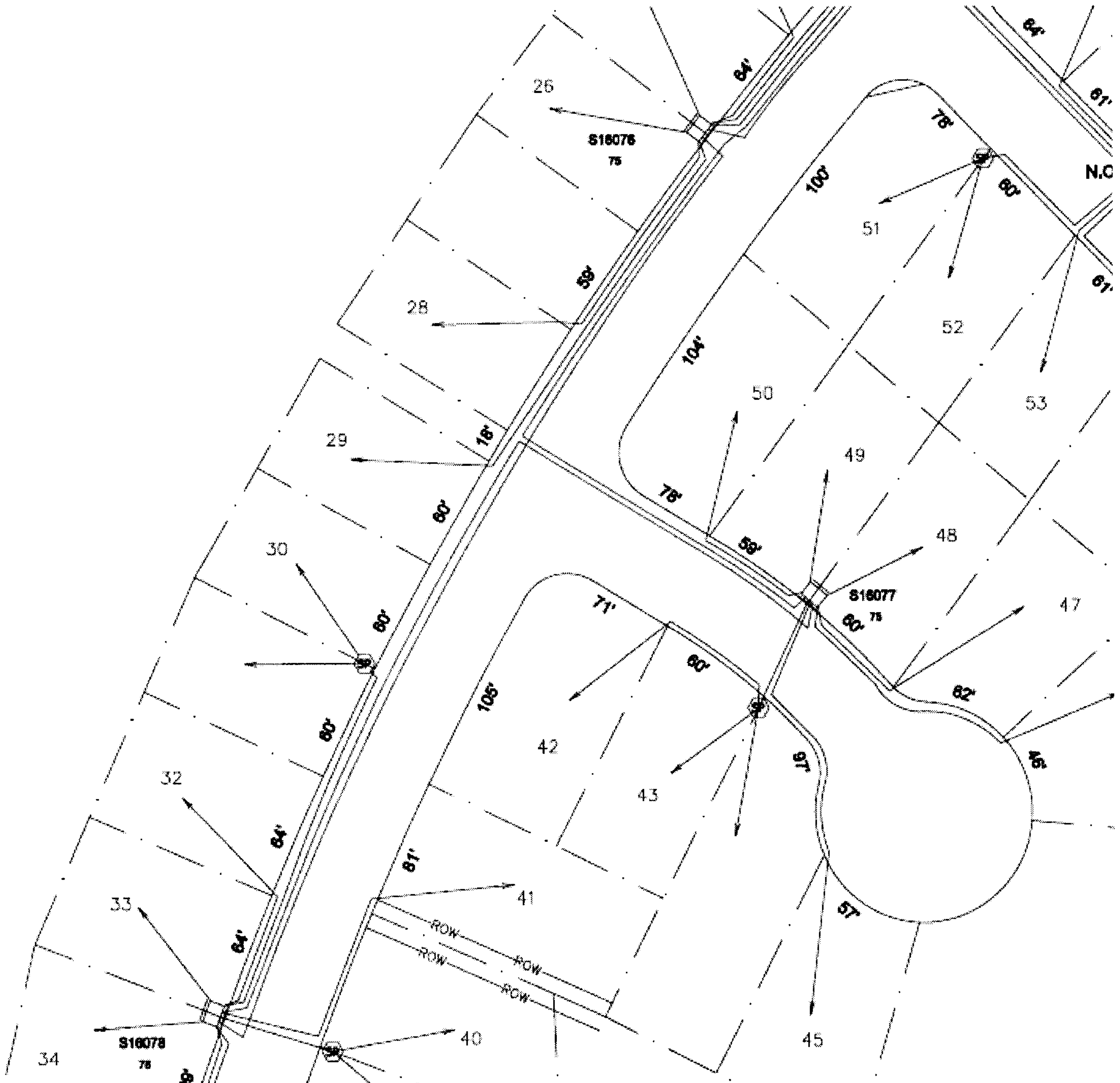
Attachments: PBrush

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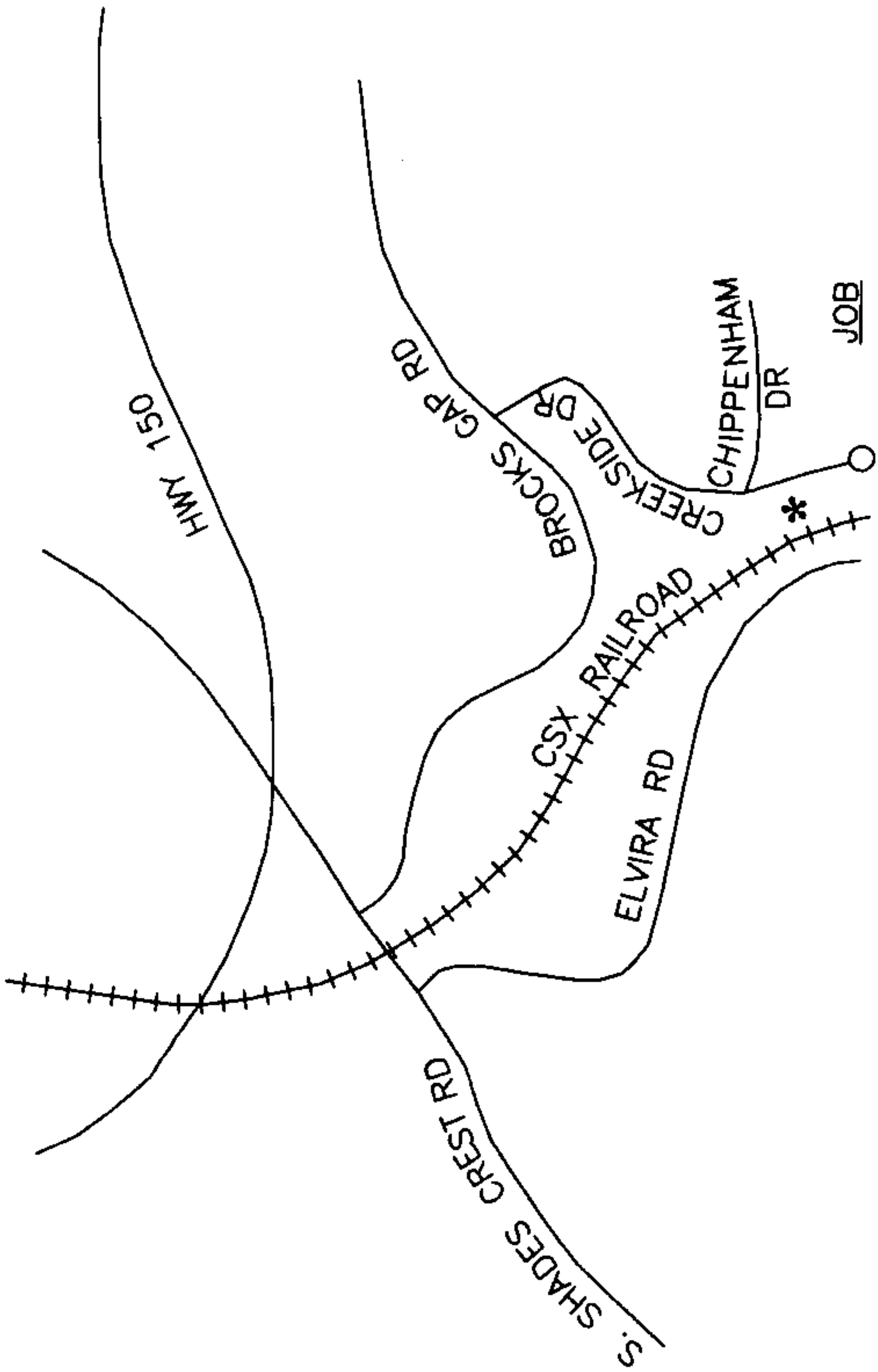
Easement between lots 28 & 29.

Hopefully this will help the situation.

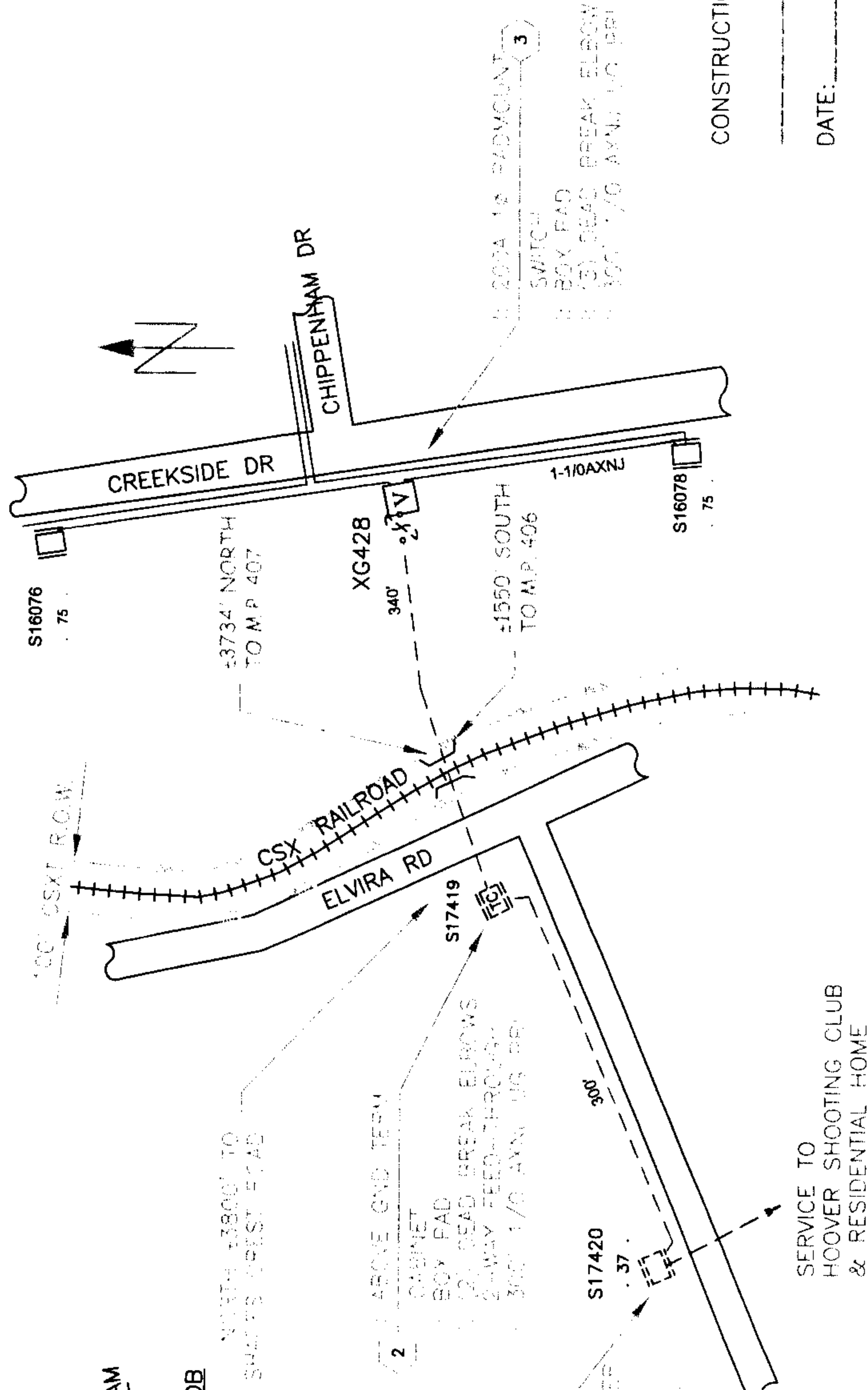
Brian



LOCATION SKETCH



SITUATED IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 20S, RANGE 3 WEST OF SHELBY COUNTY



CONSTRUCTION COMPLETE:

DATE:

ANY CONSTRUCTION FIELD CHANGES ARE SHOWN IN RED ON THIS PRINT.

AUTOMATED DRAWING - MAKE NO MANUAL REVISIONS	
ALABAMA POWER COMPANY	
JOB: METRO SOUTH - PATTON CHAPEL	DETAIL: BILL BRASHER
MAP REF: SEC - 5, TP - 20S, R - 3W	SCALE: NTS
DRAWN: SLH	ENGR: B. DOYLE
DATE: 07-20-09	DATE: 07-20-09
APPROVED: SLH	APPROVED: B. DOYLE
SHEET 1 OF 4 SHEETS	SUPERSEDES

ENGINEER: BRIAN DOYLE
RADIO #11411

REVISED: 07/20/09 SLH



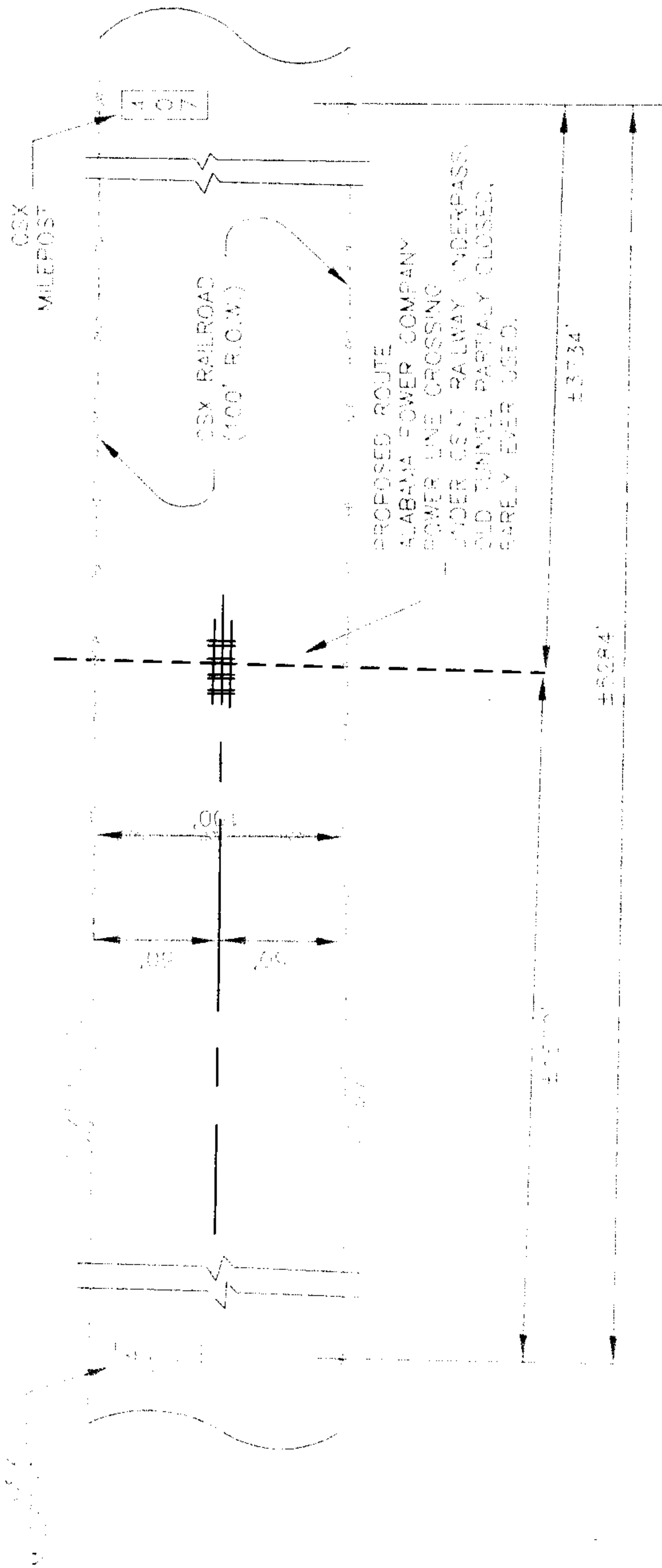
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SITUATED IN THE SOUTHWEST 1/4 OF
THE NORTHEAST 1/4 OF SECTION 5,
TOWNSHIP 20S, RANGE 3 WEST
OF SHELBY COUNTY

70230014



UNITED STATES STEEL CORPORATION R.O.W.
TRACE CROSSINGS, CREEKSIDE SUBDIVISION
CITY OF HOOVER
SHELBY COUNTY, ALABAMA



UNITED STATES STEEL CORPORATION R.O.W.
CITY OF HOOVER
SHELBY COUNTY, ALABAMA

CONSTRUCTION COMPLETE:

DATE:

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AUTOMATED DRAWING - MAKE NO MANUAL REVISIONS

ALABAMA POWER COMPANY

JOB: METRO SOUTH - PATTON CHAPEL

DETAIL: BILL BRASHER

ELVIRA RD

SCALE: 1" = 60'

PLOTTED: 07-20-09

SHEET 2 OF 4 SHEETS

SUPERSEDES: B-A6173-08A709

PLAN SCALE

TOWN: HOOVER

COUNTY: SHELBY

MAP REF: SEC- 5, TP- 20S, R- 3W

DRAWN: SLH

ENGR: B DOYLE

DATE: 07/09/09

APPROVED: DATE

ENGINEER: BRIAN DOYLE
RADIO #11411

REVISED: 07/20/09 SLH

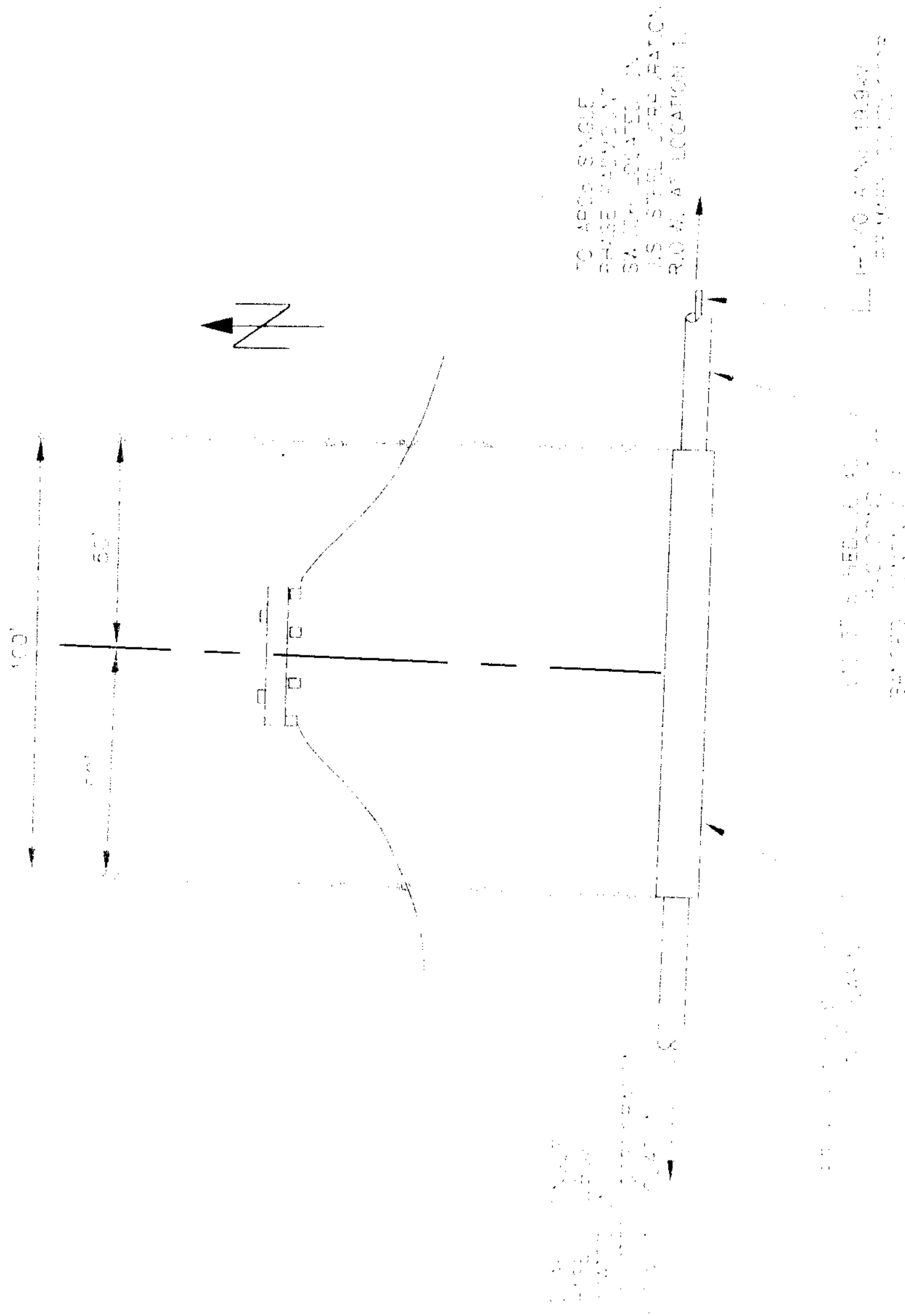


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SITUATED IN THE SOUTHWEST 1/4 OF
THE NORTHEAST 1/4 OF SECTION 5,
TOWNSHIP 20S, RANGE 3 WEST
OF SHELBY COUNTY

70230014



CONSTRUCTION COMPLETE:

DATE:

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AUTOMATED DRAWING - MAKE NO MANUAL REVISIONS	
ALABAMA POWER COMPANY	
JOB: METRO SOUTH - PATTON CHAPEL	
DETAIL: BILL BRASHER	
ELVIRA RD	
SCALE: 1" = 60'	PLOTTED
SHEET 3 OF 4 SHEETS	
SUPERSEDES	B-A6173-08A709
DRAWN: SLH	ENGR: B.DOYLE
DATE: 07/09/09	
APPROVED:	DATE:
APPROVED:	DATE:

ENGINEER: BRIAN DOYLE
RADIO #111411

REVISED: 07/20/09 SLH



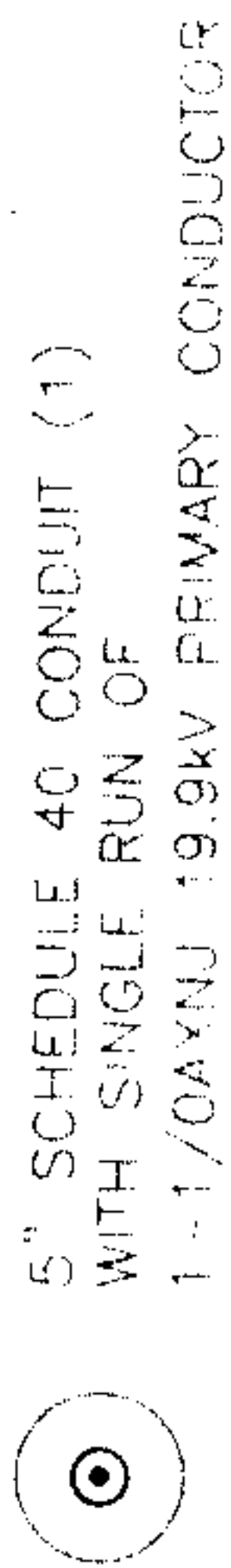
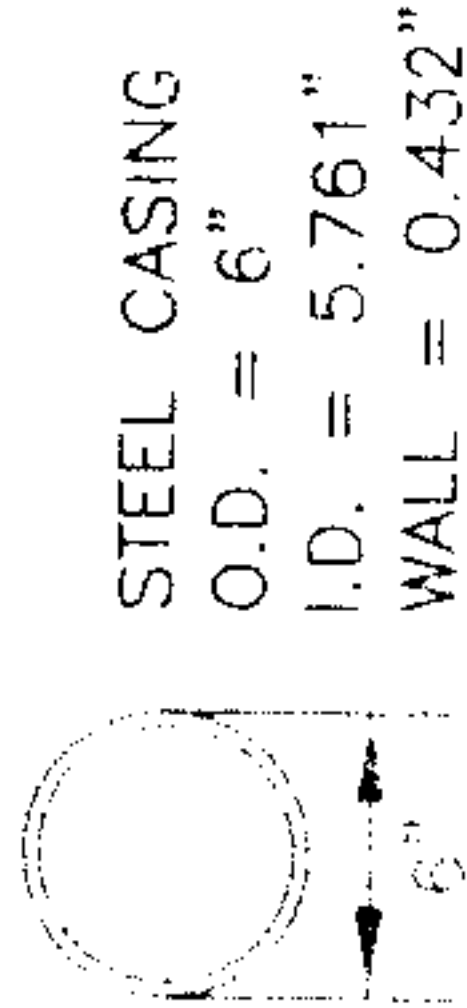
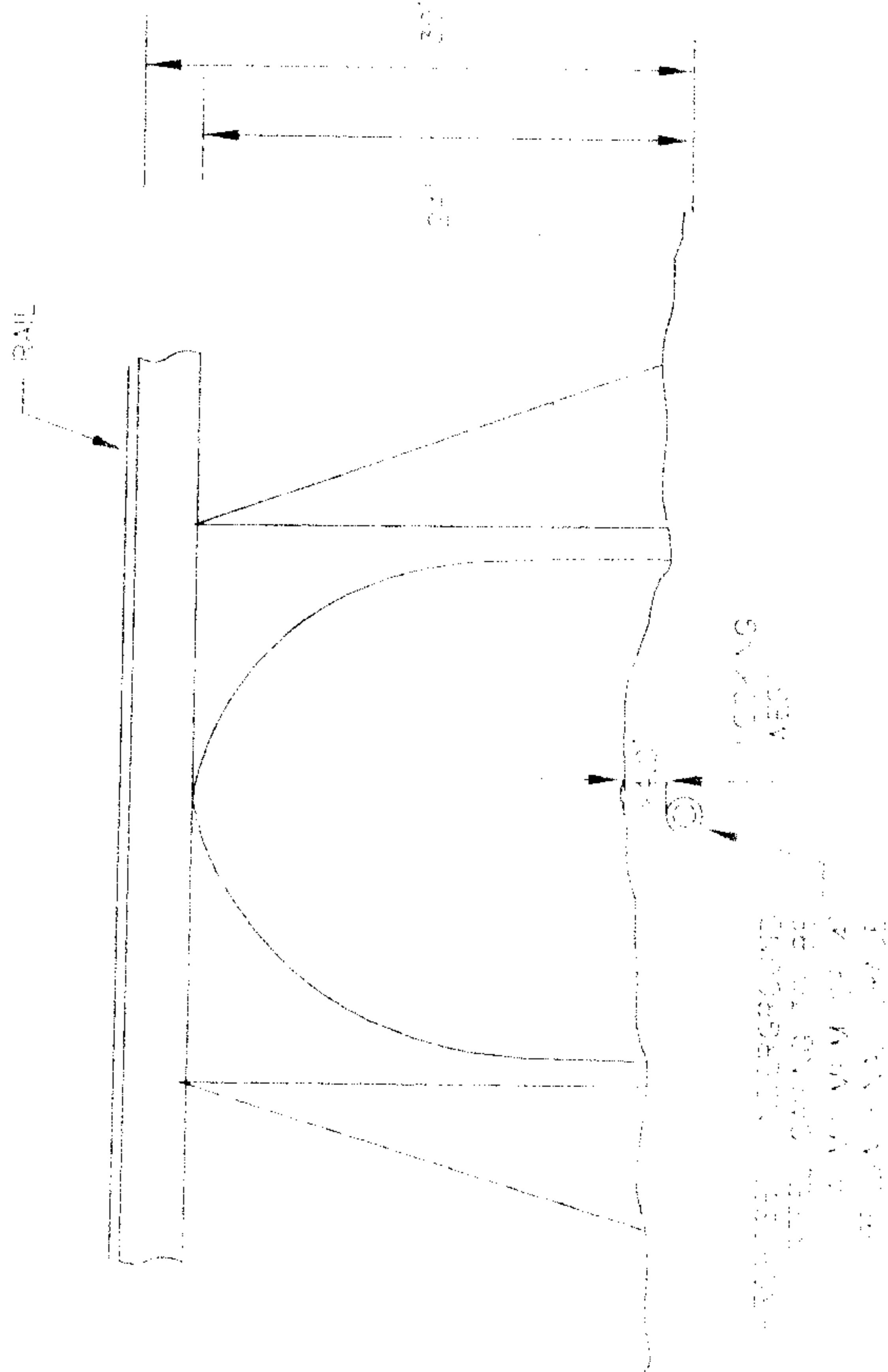
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SITUATED IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 20S, RANGE 3 WEST OF SHELBY COUNTY

NOTE(S):
1. DEPTH OF 6" STEEL CASING TO HAVE A MINIMUM OF 4' OF COVER THROUGH CONCRETE UNDERPASS.

DESCRIPTION OF PROPOSED WORK:
INSTALL SINGLE PHASE, 19.9KV, DISTRIBUTION CIRCUIT UNDERGROUND TO SERVE NEW CUSTOMER.



5" SCHEDULE 40 CONDUIT (1) WITH SINGLE RUN OF 1-1/0DAYNJ 19.9KV PRIMARY CONDUCTOR

CONSTRUCTION COMPLETE:

DATE:

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AUTOMATED DRAWING - MAKE NO MANUAL REVISIONS	
ALABAMA POWER COMPANY	
JOB: METRO SOUTH - PATTON CHAPEL	DETAIL: BILL BRASHER
TOWN: HOOPER	COUNTY: SHELBY
MAP REF: SEC- 5, TP- 20S, R- 3W	ELEVATION: 10
DRAWN: SLH	ENGR: B. DOYLE
DATE: 07/09/09	SCALE: 1" = 50'
APPROVED: _____	DATE: _____
APPROVED: _____	DATE: _____
SHEET 4 OF 4 SHEETS	
SUPERSEDES: B-16173-08A709	

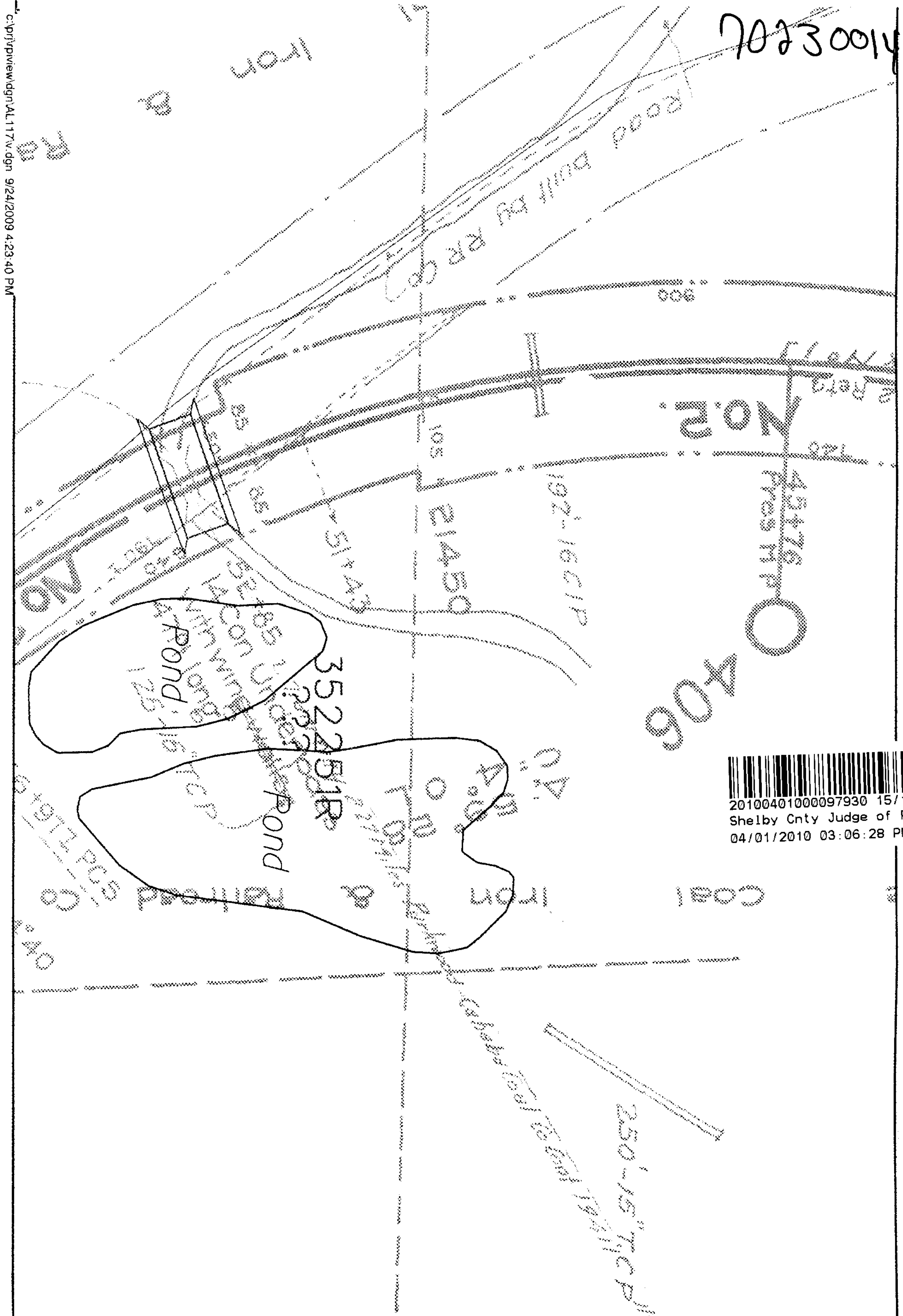
ENGINEER: BRIAN DOYLE
RADIO #11411

REVISED: 07/20/09 SLH

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20100401000097930 15/15 \$53.50
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04/01/2010 03:06:28 PM FILED/CERT

DRAWING NO:		VAL. SECT.:		MAP:		FIPS:		PIN NUMBERS:	
V						01117			
GIS NUMBERS:		CITY:		STATE:		DATE:		SCALE:	
		AL		09-24-09		100'		DRAWN BY:	
								REVISED:	