

WE# A673-EO-A409

STA 1400 TO STA 6+16.38



20100505000140410 1/11 \$41.50  
Shelby Cnty Judge of Probate, AL  
05/05/2010 02:24:58 PM FILED/CERT

70230316

**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        )

**AGREEMENT FOR EASEMENT  
FOR  
OVERHEAD ELECTRIC TRANSMISSION LINE**

THIS AGREEMENT, entered into this 7 day of April, 2010,  
between **UNITED STATES STEEL CORPORATION**, a Delaware corporation ("USS"), 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 thirty (30) feet in width (being fifteen (15) feet each side of the centerline) for an overhead electric power transmission line, together with poles and supports and appliances necessary therefor (hereinafter collectively referred to as the "electrical equipment"), and the right to construct, operate and maintain additional power lines thereon from time to time upon and across a tract of land owned by USS located in the Southwest 1/4 of the Southwest 1/4, of Section 03, the Northwest 1/4 of the Northwest 1/4 of Section 10 and the Northeast 1/4 of the Northeast 1/4 of Section 09, all in Township 20 South, Range 03 West of Shelby County, Alabama, said easement more particularly described on **EXHIBIT "A"** and depicted on map marked **EXHIBIT "B"**, attached hereto and made a part hereof. This transmission line will provide electric service to Richard Kittinger in Shelby County, Alabama.
- (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 electrical equipment upon said land.

70230316


(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 line of wires 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 Agreement 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.)

  
20100505000140410 2/11 \$41.50  
Shelby Cnty Judge of Probate, AL  
05/05/2010 02:24:58 PM FILED/CERT

70230316

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

ATTEST:

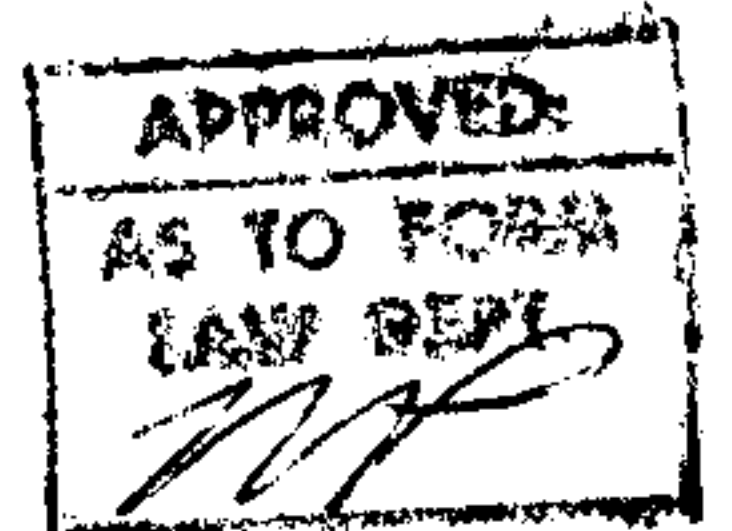
UNITED STATES STEEL CORPORATION

By: Michael Hart

Title: Assistant Secretary

By: Thom J. Brown

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



WITNESS:

ALABAMA POWER COMPANY

By: Dorothy G. Reynolds

By: James B. Bell  
Its: Chief Technical Specialist



20100505000140410 3/11 \$41.50  
Shelby Cnty Judge of Probate, AL  
05/05/2010 02:24:58 PM FILED/CERT



70230316

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, in such capacity 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 30 day of March, 2010.

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 )

Deed Tax : \$.50

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, in such capacity 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 7<sup>th</sup> day of April, 2010.

Dorothy G. Reynolds  
Notary Public  
[SEAL]  
My commission expires: 2/25/12



70230316

## EXHIBIT A

### Legal Description of Electric Transmission Line Easement

STATE OF ALABAMA       )  
SHELBY COUNTY         )

A strip of land, thirty (30) feet in width, for distribution right-of-way, which lies within a portion of the Southwest 1/4 of the Southwest 1/4, of Section 03, the Northwest 1/4 of the Northwest 1/4 of Section 10 and the Northeast 1/4 of the Northeast 1/4 of Section 09, all in Township 20 South, Range 03 West of Shelby County, Alabama and being more particularly described as follows:


To reach the Point of Beginning of the said strip, commence at the Southwest corner of Section 03, marked by a found 4 inch capped iron pipe, thence South 47°45'41" West a distance of 256.42 feet to a point, marked by an existing distribution pole/switch, said point also 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 thirty (30) feet in width and lies 15 feet on each side of said survey line and the continuations thereof which begins at such point of beginning; thence North 50°38'46" East a distance of 186.08 feet to an existing distribution pole; thence North 58°07'59" East a distance of 95.78 feet to an existing distribution pole; thence North 43°31'33" East a distance of 250.10 feet to an existing distribution pole; thence North 32°00'17" East a distance of 245.42 feet to an existing distribution pole; thence North 24°27'08" West a distance of 459.04 feet to an existing distribution pole; thence North 06°23'01" East a distance of 247.89 feet to an existing distribution pole; thence North 46°48'50" East a distance of 348.71 feet to an existing distribution pole; thence North 29°51'15" East a distance of 16.38 feet to a point on the north line of the Southwest 1/4 of the Southwest 1/4 of said Section 03, said point also being on the north line of Grantor's Property, 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 1.27 acres, more or less.

Said strip of land, for distribution right-of-way, is subject to a portion of an existing Alabama Power Company Transmission Line right-of-way.

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

  
20100505000140410 5/11 \$41.50  
Shelby Cnty Judge of Probate, AL  
05/05/2010 02:24:58 PM FILED/CERT

70230316

**EXHIBIT B**

**Map of the Electric Transmission Line Easement**

**(see attachment)**

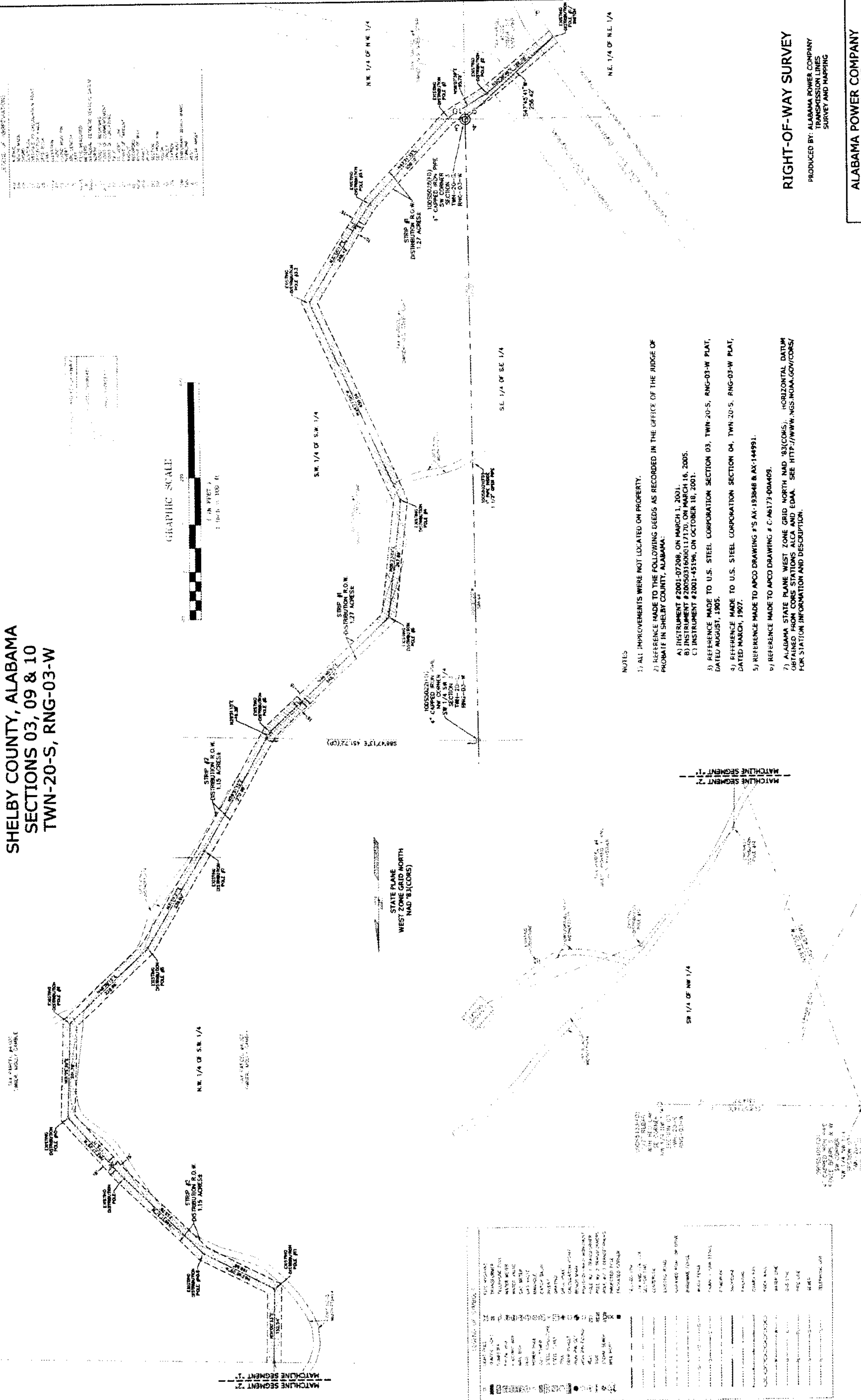


20100505000140410 6/11 \$41.50  
Shelby Cnty Judge of Probate, AL  
05/05/2010 02:24:58 PM FILED/CERT



70230316

SHELBY COUNTY, ALABAMA  
SECTIONS 03, 09 & 10  
TWN-20-S, RNG-03-W



RIGHT-OF-WAY SURVEY

PRODUCED BY ALABAMA POWER COMPANY  
TRANSMISSION LINES  
SURVEY AND MAPPING

ALABAMA POWER COMPANY  
600 NORTH 18TH STREET  
BIRMINGHAM, ALABAMA

406 USER PROPERTY - SHELBY COUNTY, ALABAMA  
SECTION 10, RIGHT-OF-WAY SURVEY FOR SERVICE TO  
RICHARD J. AND JO'S KITTINGER

1" = 100'  
SHEET 1 OF 1 SHEETS  
SURVEY

C- 413630

- NOTES
- 1) ALL IMPROVEMENTS WERE NOT LOCATED ON PROPERTY.
  - 2) REFERENCE MADE TO THE FOLLOWING DEEDS AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE IN SHELBY COUNTY, ALABAMA:
    - A) INSTRUMENT #2001-07208, ON MARCH 1, 2001.
    - B) INSTRUMENT #2005031600117170, ON MARCH 16, 2005.
    - C) INSTRUMENT #2001-45196, ON OCTOBER 18, 2001.
  - 3) REFERENCE MADE TO U.S. STEEL CORPORATION SECTION 03, TWN-20-S, RNG-03-W PLAT, DATED AUGUST, 1905.
  - 4) REFERENCE MADE TO U.S. STEEL CORPORATION SECTION 04, TWN-20-S, RNG-03-W PLAT, DATED MARCH, 1907.
  - 5) REFERENCE MADE TO APCO DRAWING #S AX-193846 & AX-144991.
  - 6) REFERENCE MADE TO APCO DRAWING # C-46173-004409.
  - 7) ALABAMA STATE PLANE NORTH ZONE GRID NORTH M.D. 83(CONS.), HORIZONTAL DATUM OBTAINED FROM CONE STATIONS ALCA AND EDAA. SEE [HTTP://WWW.NGS.NOAA.GOV/CON/](http://www.ngs.noaa.gov/CON/) FOR STATION INFORMATION AND DESCRIPTION.

REVISION #1	03-15-10	9447	07-07-2009	07-07-09	05-09-09
TO REROUTE THE LOCATION OF THE PREVIOUS DISTRIBUTION LINE.					



20100505000140410 7/11 \$41.50  
Shelby Cnty Judge of Probate, AL  
05/05/2010 02:24:58 PM FILED/CERT



## 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 line of wires, poles, and other supports and appliances connected therewith on the land of USS, and USS 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 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 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 Power Company of said line of wires or supports or other appliances connected therewith.

(b) Power Company 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) 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 electrical equipment. 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 electrical equipment 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 in its mining, quarrying, or manufacturing operations, the land over which said line of wires 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 line of wires; 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 line of wires; upon condition, however, (1) that the exercise of any of said rights by USS or others shall cause no unreasonable interference with the line of wires and 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.





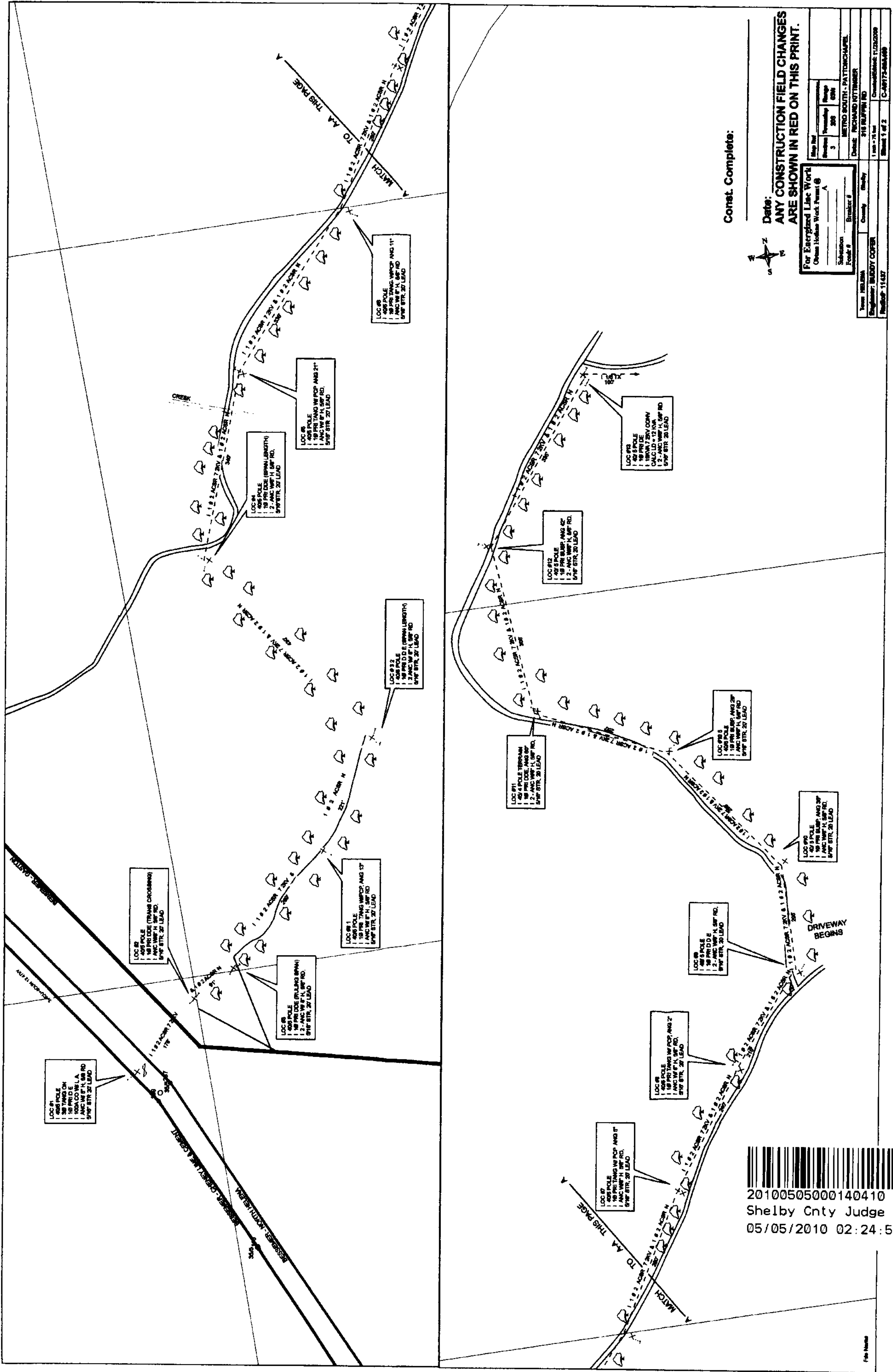
(e) Power Company shall at its expense, upon the completion of the installation of its wires and thereafter in the maintenance and operation thereof, cause the destruction or removal from the land of USS of all debris, including timber refuse, resulting from such installation, operation, and maintenance.

(f) Should the wires, poles, and appliances or any portion thereof constructed, operated, and maintained by Power Company in the location herein described hereafter interfere with the mining, quarrying, or manufacturing operations of USS or future land developments including subdivisions laid out 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 its wires, poles, and other supports and appliances 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 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 Power Company to remove its wires, poles, and appliances 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 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 USS, then before such wires, poles, and other supports and appliances 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 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 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 wires and the supports and appliances 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.





Const. Complete:

Date:

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

For Energized Line Work  
Obtain Hotline Work Permit @  
Substation  
Roadside

Sheet No.	3	Sheet Title	METRO SOUTH - PATTONCHAPPEL
Author	3	Checker	3
Engineer	3	Reviewer	3
Drawn	3	Project No.	3
Scale	1"=100'	Revision	1 of 2
Drawn	3	Project No.	3
Scale	1"=100'	Revision	1 of 2



20100505000140410 10/11 \$41.50  
Shelby Cnty Judge of Probate, AL  
05/05/2010 02:24:58 PM FILED/CERT



