

4



20060307000106850 1/4 \$20.00  
Shelby Cnty Judge of Probate, AL  
03/07/2006 02:12:20PM FILED/CERT



20060306000065590 1/4  
**Bk: LR200661 Pg:6470**  
03/06/2006 03:35:16 PM AGREE  
Jefferson Co Judge of Probate, AL  
Filed/Certified - Judge Mark Gaines

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )  
COUNTY OF SHELBY )

**MEMORANDUM OF AGREEMENT  
TO  
GRANT EASEMENT FOR PUBLIC ROAD**

12.00

THIS MEMORANDUM OF AGREEMENT made this 28<sup>th</sup> day of February, 2006, by and between **UNITED STATES STEEL CORPORATION**, a Delaware corporation (hereinafter referred to as "USS"), and the **HOOVER CITY BOARD OF EDUCATION** (hereinafter referred to as "HCBE").

KNOW ALL MEN BY THESE PRESENTS THAT USS has acquired from HCBE the title to that certain parcel of land depicted on **EXHIBIT A** attached hereto and made a part hereof (the "HCBE Parcel"). As a condition of said conveyance to USS, USS and HCBE have heretofore agreed that at such time that USS develops the HCBE Parcel for residential development, and subject to final approval by the City of Hoover, Alabama, and/or Shelby County, Alabama, USS has agreed to construct, at its expense, a road that will provide partial ingress and egress to Buccaneer Drive and will be dedicated to the City of Hoover, Alabama, as a public road (the "Road"). The right-of-way for the Road shall be a maximum of sixty (60) feet in width, and the general routing of the Road is depicted on **EXHIBIT A**. The terminus of the Road shall be determined by USS but shall be designed to allow HCBE to have a direct connection to Buccaneer Drive. However, USS shall not be obligated to extend the Road to connect to Buccaneer Drive. HCBE shall be solely responsible for extending the Road from its terminus to connect to Buccaneer Drive if desired by HCBE. The parties further acknowledge and agree that the Road shall not be a limited access road through the HCBE Parcel and that the Road will have lots for houses with frontage along the Road. The obligation of USS to grant an easement for the dedication of the Road to the City of Hoover, Alabama, shall constitute a covenant that will run with the land for a period of ninety-nine (99) years from the date hereof.

Furthermore, this Memorandum of Agreement shall serve notice to all persons, who may now, or in the future, own any property within the area cross-hatched along the route of the Road as depicted on **EXHIBIT A**, that USS and/or the HCBE may eliminate any cul-de-sac that may be constructed by USS and/or the HCBE along the route of the Road that may be deemed necessary to connect the Road to Buccaneer Drive as determined in the sole discretion of USS and/or HCBE.

This Memorandum of Agreement may be executed by the parties hereto individually or in combination, in one or more counterparts, each of which shall be an original and all of which will constitute one and the same instrument.

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

3000

**IN WITNESS WHEREOF**, the parties hereto have caused this Memorandum of Agreement to be executed by their duly authorized officers or representatives on the day and year first written above.

ATTEST:

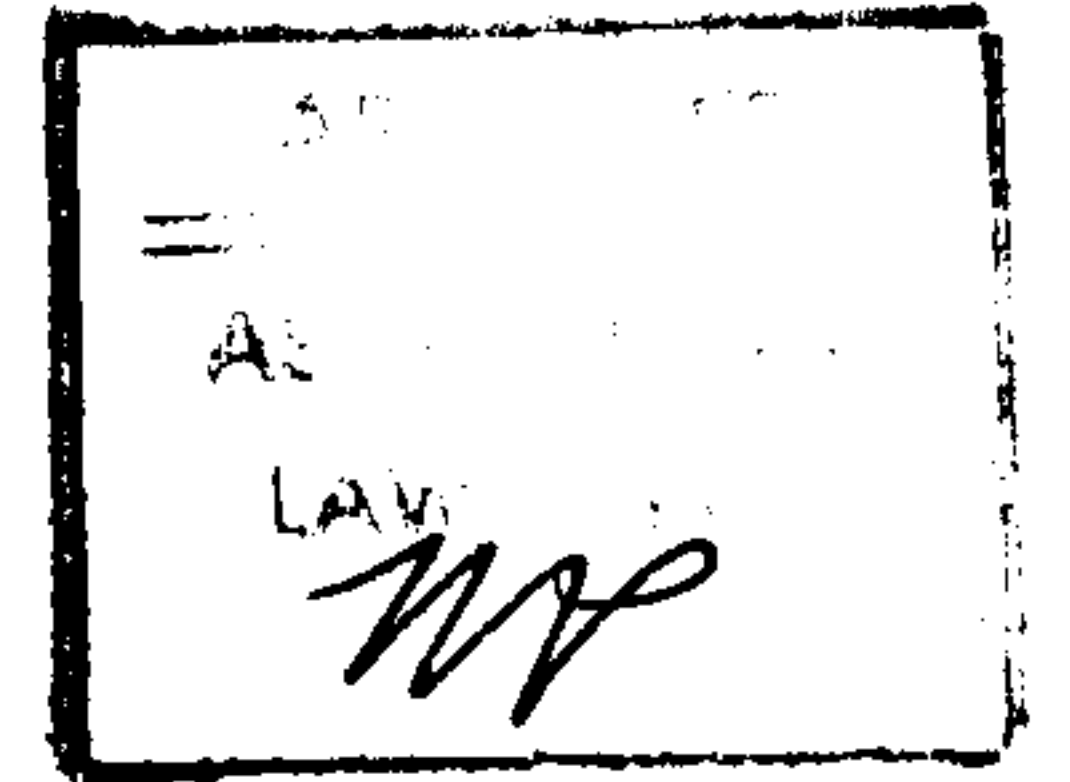
**UNITED STATES STEEL CORPORATION**

By: Michael M. Partain

Title: Assistant Secretary

By: Th. Brown

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



ATTEST:

**HOOVER CITY BOARD OF EDUCATION**

By: Dan Long

Its: Director

By: Connie F. Williams

Its: Superintendent

**This instrument was prepared by and  
upon recording should be returned to:**

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



20060307000106850 3/4 \$20.00  
Shelby Cnty Judge of Probate, AL  
03/07/2006 02:12:20PM FILED/CERT

STATE OF ALABAMA )

COUNTY OF JEFFERSON )

I, Michael M. Partain, a Notary Public in  
and for said County, in said State, hereby certify that  
Thomas G. Howard, whose name as  
General Manager 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 said 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 SEAL OF OFFICE this, the 24<sup>th</sup> day of  
February, 2006.

Michael M. Partain  
Notary Public

[SEAL]

My Commission Expires: 2-25-2009

STATE OF Alabama )

COUNTY OF Jefferson )

I, MARY Jo Powell, a Notary Public  
in and for said County, in said State, hereby certify that  
Connie K. Williams, whose name as  
Superintendent of the **Hoover City Board of Education**, 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 said instrument, he/she, in such  
capacity and with full authority, executed the same voluntarily for and as the act of  
said board.

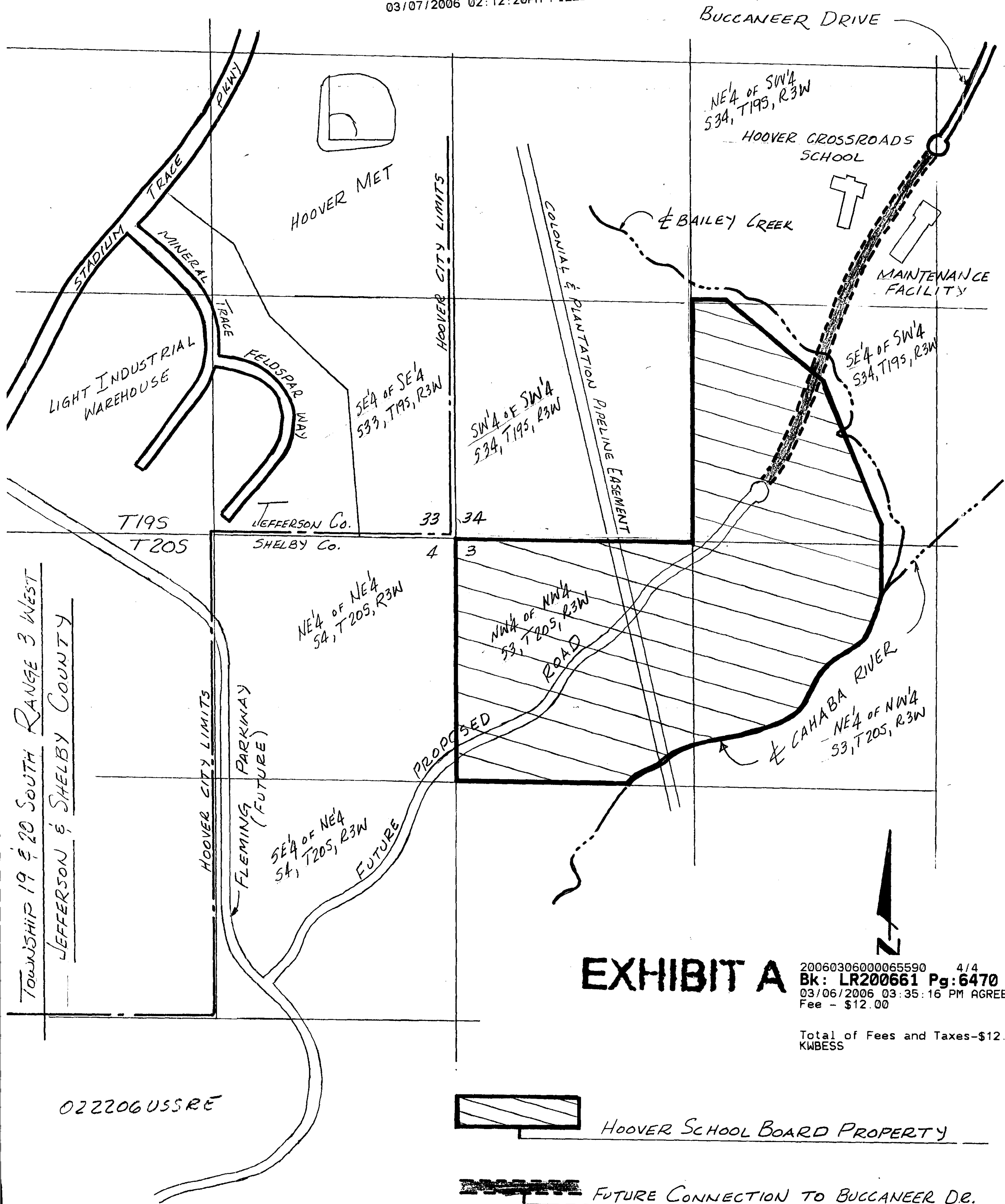
GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 2 day  
of March, 2006.

Mary Jo Powell  
Notary Public

[SEAL]

My Commission Expires: 4-28-08





# EXHIBIT A

20060306000065590 4/4  
Bk: LR200661 Pg: 6470  
03/06/2006 03:35:16 PM AGREE  
Fee - \$12.00

Total of Fees and Taxes-\$12.00  
KWBESS