

19750131000004880 1/3 \$.00
 Shelby Cnty Judge of Probate, AL
 01/31/1975 12:00:00AM FILED/CERT

This instrument was prepared by
 W. H. Woolverton, Jr., Attorney
 United States Steel Corporation
 Fairfield, Alabama

STATE OF ALABAMA
 COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS, that, for and in consideration of One Dollar (\$1.00) and other valuable considerations paid to United States Steel Corporation, a Delaware corporation, receipt of which is acknowledged, the said UNITED STATES STEEL CORPORATION, hereinafter sometimes referred to as "Grantor," to the extent of its ownership, hereby grants and conveys, upon the terms, conditions, and limitations hereinafter set forth, to SHELBY COUNTY, ALABAMA, hereinafter sometimes referred to as "Grantee," an easement for a right of way for a public road over a parcel of land described below and in the location shown on map attached hereto marked "3-196 LD" and made a part hereof.

Part of the South-West quarter of
 South-West quarter of Section 9,
 Township 19 South, Range 2 West,
 Shelby County, Alabama.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever; SUBJECT, however, to such easements as may exist over, under, upon, along, or across said right of way for railroads, electric power transmission lines, telephone lines, telegraph lines, pipelines, and public or private roads.

The conveyance of the above-described easement is made upon the covenant and condition that Grantor, its successors or assigns, shall have the right to mine and remove the coal and other minerals contained in said land, or in any other lands, without leaving supports necessary for sustaining the surface of said land or for preventing damage thereto; and that no right of action on account of damage to said roadway and facilities therefor, or to structures or facilities constructed on said right of way resulting from said mining operations shall ever accrue to or be asserted by the Grantee, its successors or assigns, this conveyance being made expressly subject to all such damage either past or future; and this condition shall constitute a covenant running with the land.

This conveyance is made upon the further covenant and condition that (1) Said Grantor, or its successors and assigns, shall have the right to install and/or maintain within the boundaries of the right of way, easement for which is herein granted, existing or future underground haulageways, electric power transmission lines, telephone or telegraph lines, pipelines, railroad tracks, and roads or ways of any description at any point whatsoever, either at grade, above grade, or below grade, provided that the exercise of such rights shall not interfere unreasonably with the use of the public highway, for which easement for right of way is herein granted; (2) Adequate drainage for the surface of said right of way, including borrow pits and excavations thereon shall be provided by said Grantee, or its successors and/or assigns; and (3) The easement herein granted shall terminate and be extinguished in the event of the abandonment of the use of said right of way for public road purposes during a continuous period of twelve (12) months.

IN WITNESS WHEREOF, the United States Steel Corporation has caused these presents to be executed in its name and behalf and its corporate seal to be hereunto affixed and attested by its officers thereunto duly authorized, this the 27th day of September, 1973.

ATTEST:

Dorothy A. Serr
 Assistant Secretary

UNITED STATES STEEL CORPORATION

By: A. H. Leung
 Executive Vice President

APPROVED:
AS TO FORM
LAW DEPT
TERMS
CONDITIONS
REAL ESTATE
EXHIBITS

BOOK 290 PAGE 552

STATE OF PENNSYLVANIA

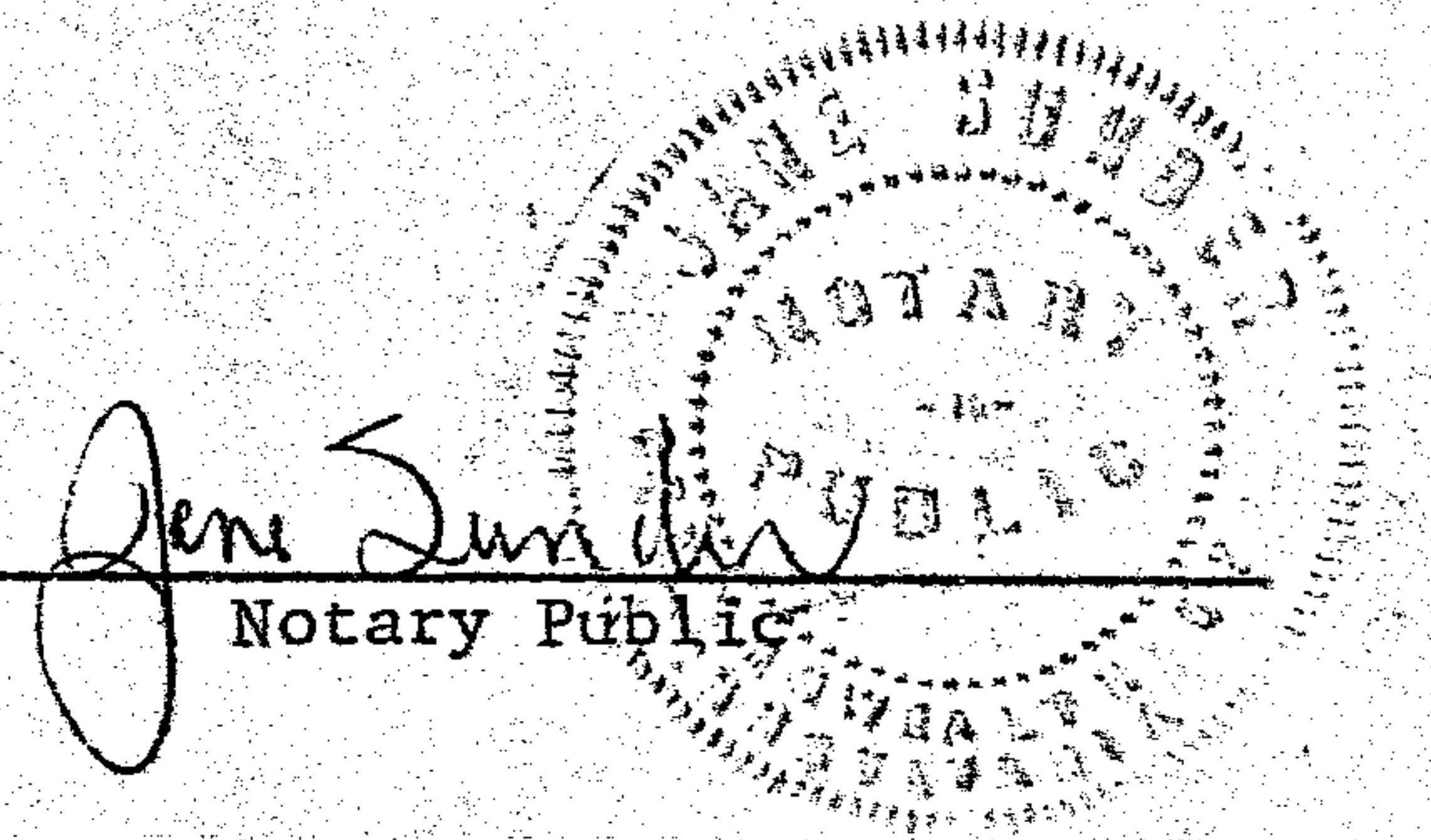
COUNTY OF ALLEGHENY

I, Jane Sunder, a Notary Public in and
for said County in said State, hereby certify that W. H. Lang
whose name as Executive Vice President of United States Steel Corporation
is signed to the foregoing conveyance and who is known to me, acknowledged before
me on this day that being informed of the contents of the conveyance, 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 SEAL OF OFFICE this, the 27th day of
September, 1973.

JANE SUNDER, Notary Public
PITTSBURGH, ALLEGHENY COUNTY
My Commission Expires August 24, 1974

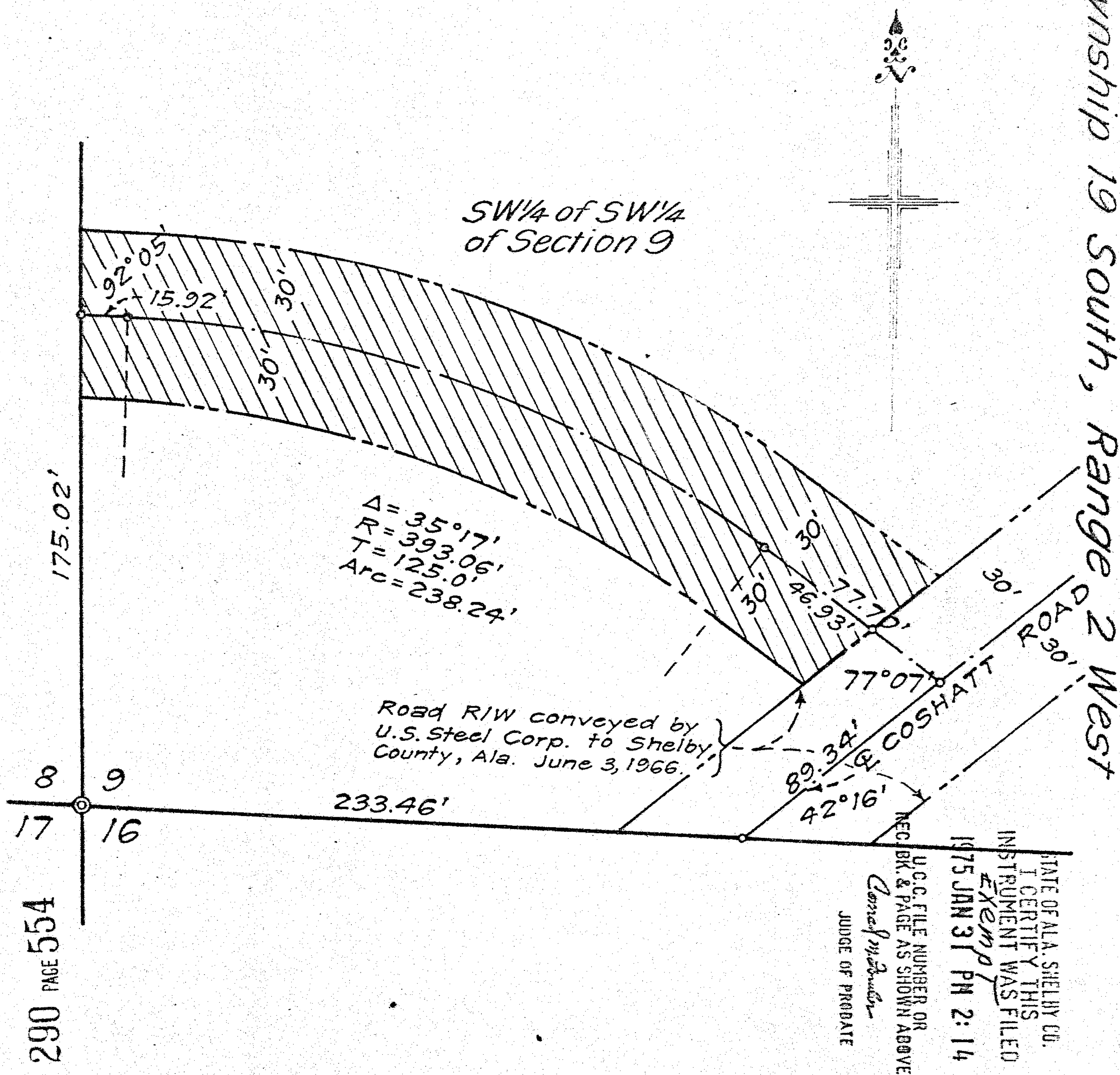
My Commission Expires: _____



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Township 19 South, Range 2 West

Shelby County, Alabama

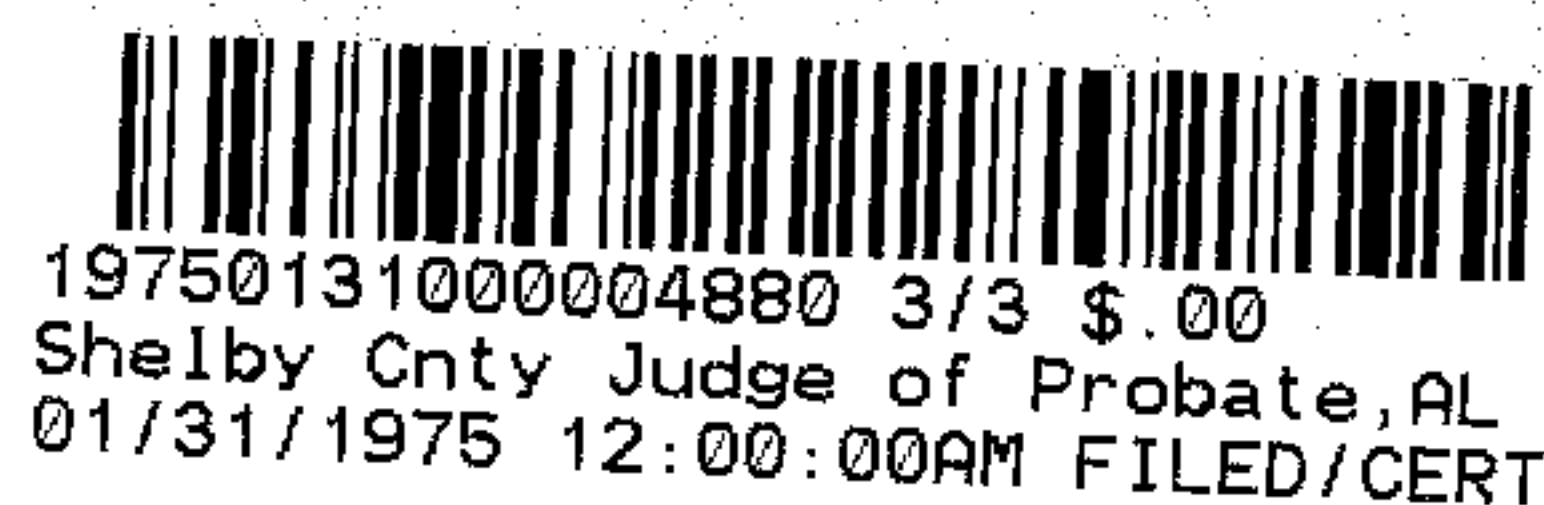


 Right of way for public road conveyed by United States Steel Corporation to Shelby County, Alabama by deed hereto attached.

Be it resolved by the Shelby County Commission that the assent of this Body be, and the same hereby is, given to the dedication of right of way for public road as shown on Map prepared by U. S. Steel Corporation and has been exhibited to this Board; said map being further identified by a recital of approval of this Board, signed by Mary Nivens, County Clerk, of even date herewith:

Dated: January 31, 1975

By Man Nien
County Clerk



3-1961D