This instrument was prepared by United States Steel Corporation 35064 350

STATE OF ALABAMA COUNTY OF SHELBY

326

Know All Men By these Presents, that, for and in consideration of One Hundred Dollars (\$100.00) and other valuable considerations paid to United States Steel Corporation, a Delaware corporation, hereinafter referred to as "Grantor" by Charlotte W. Poe, an individual, hereinafter referred to as "Grantee", receipt of which is acknowledged, the said Grantor to the extent of its ownership does hereby grant and convey unto the said Grantee subject to the restrictions and reservations hereinafter set forth a non-exclusive easement for roadway purposes over a strip of land sixty (60) feet wide, being situated partly in the West half of South-West quarter of Section 19, Township 20 South, Range 3 West, and partly in the South-East quarter of South-East quarter of Section 24, Township 20 South, Range 4 West of the Huntsville Principal Meridian, Shelby County, Alabama, as shown on map marked 3-784 LD attached hereto and made a part hereof.

Reserving, however, to the said Grantor, its successors, assigns, lessees, employees or agents the right to use said strip of land jointly with the said Grantee, provided, however, that such use shall not unreasonably interfere with Grantee's use thereof for roadway purposes. Further reserving to the said Grantor, its successors and assigns the right to grant to others the rights herein granted and also the right to dedicate on behalf of itself the entire right of way to Shelby County, Alabama, or any other appropriate governmental authority for public road purposes.

Grantor shall not, however, be obligated, by its use of said strip of land, to maintain said road nor shall Grantor be liable to Grantee or to others for the condition of said roadway.

Grantee may erect and maintain a locked gate or other barrier to control access on said roadway. However, should such a barrier be erected on property of the Grantor, provision shall be made so that Grantor may affix its lock in series with other locks thereon to provide access to the tract of land traversed by the private road.

Jack A.



Each party hereto reserves the right to itself together with the right to grant the same right to others to install, maintain, and use electric power transmission lines, telephone lines, telegraph lines, and pipelines across, along, over, and under the property on which the easement herein granted is situated upon condition that any such rights granted to others shall be subject to the rights herein granted to each of the parties hereto.

Grantee shall pay Grantor for all merchantable timber within the right of way at the time of this conveyance.

Grantee shall indemnify, protect and hold Grantor harmless against any claims, suits, demands, judgments, and decrees instituted or obtained by any third party because of any act of negligence of Grantee, his agents, employees or representatives which may arise from the exercise of the rights herein granted.

Grantee shall have a registered surveyor of the State of Alabama perform a center line survey, if requested by Grantor, indicating the requested right of way and provide Grantor with a copy thereof which is certified to be true and accurate by said surveyor.

The easement herein granted shall terminate and be extinguished in the event of the abandonment of the use of said right of way for road purposes during a continuous period of twelve (12) months.

TO HAVE AND TO HOLD unto the said Grantee, his heirs and assigns forever; SUBJECT, however, to such easements as may now exist for railroads, public or private roads, transmission lines, telephone or telegraph lines, pipe lines or other purposes affecting the land.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate on this, the  $\frac{140}{100}$  day of

<del>\_\_\_\_\_</del>, \_\_\_

ATTEST:

Assistant Secretary

TO THE STREET OF THE STREET OF

UNITED\_STATES STEEL CORPORATION

Sénior Vice President - St

& Related Resource

WITNESS:

Moman In Port

Charlotte W. Poe, Grantee

STATE OF PENNSYLVANIA COUNTY OF ALLEGHENY

of January, 1986

Notary Public

LOIS A. WIFF, Notary Public Pittshurgh, Altegheny County Commonwealth of Princeylvania My Commission Expires October 18, 1986

My Commission Expires

STATE OF ALABAMA
COUNTY OF Quelle

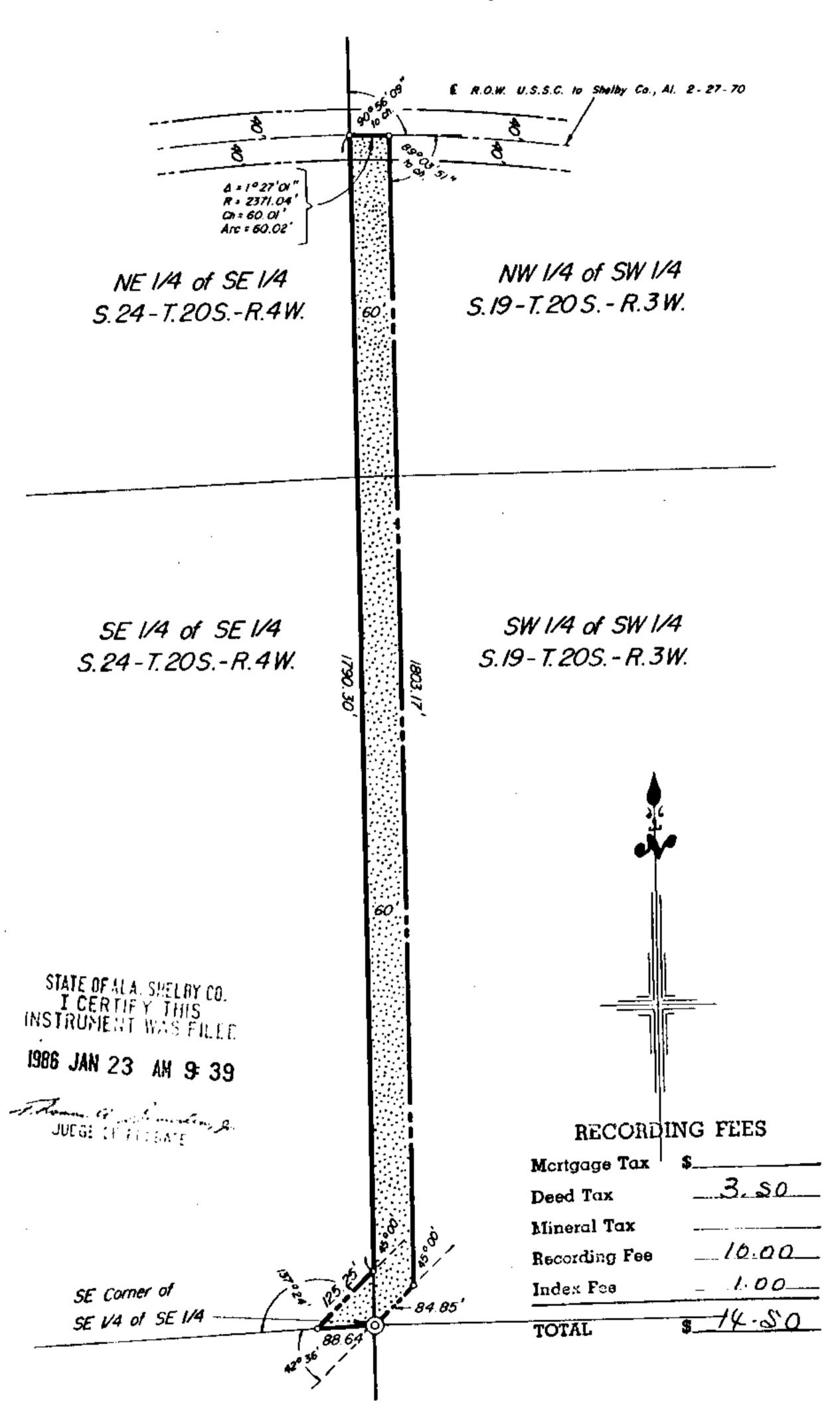
County in said State, hereby certify that Charlotte W. Poe, whose name as Grantee is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of this instrument, she, executed the same voluntarily.

of January, 1986.

Notary Public

My Commission Expires 346.88

## United States Steel Corporation Southern Lands & Minerals Scale I in. = 200 ft. November, 1985



Non-exclusive easement for roadway granted by United States Steel Corporation to Charlotte W. Poe by instrument hereto attached.

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