

This instrument was prepared by  
W. H. Woolverton, Jr., Attorney  
United States Steel Corporation  
Fairfield, Alabama 35064

SHELBY COUNTY )  
STATE OF ALABAMA)

KNOW ALL MEN BY THESE PRESENTS, that,

WHEREAS, the undersigned United States Steel Corporation, a Delaware corporation (hereinafter sometimes referred to as the "Grantor") is the owner of the SE 1/4 of the NE 1/4, Section 3, Township 19 South, Range 2 West, Shelby County, Alabama (hereinafter referred to as the "Real Estate"); and

WHEREAS, Fletcher Properties of Alabama, Inc., an Alabama corporation (hereinafter sometimes referred to as the "Grantee") is developing on certain land lying in a southerly direction from the Real Estate an extensive residential development, including certain sewer treatment facilities, and in connection therewith the Grantee desires to construct a sanitary sewer line extending from said sewer treatment facilities across the Real Estate; and

WHEREAS, at such time as the main trunk sewer line proposed to be constructed by Jefferson County, Alabama is completed on the north side of the Cahaba River, the Grantee will extend its said sewer line across the Cahaba River and will connect it to said main trunk sewer line; thereupon, the said sewer line can and will be used for the transmission of sewage for discharge into said main trunk sewer line and Grantee will convey the sewer line and the easement rights herein granted to the appropriate governmental authority.

NOW THEREFORE, in consideration of the sum of \$1.00 cash in hand paid to the Grantor, and other valuable considerations, the receipt of which is hereby acknowledged, the said Grantor does hereby grant and convey, upon the terms, conditions, and limitations hereinafter set forth, to the said Grantee, its successors and assigns, an easement for a right of way to construct, lay, maintain, operate, alter, repair, remove, change the size of, relocate and replace a sanitary sewer pipeline or lines and appurtenances thereto, including but not limited to valves, fittings and manholes above or below ground, for the transmission of effluent, sewage and other solid or liquid matter over, along and across a strip of land lying ten (10) feet on each side of the following described centerline:

Commence at the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of Section 3, Township 19 South, Range 2 West, Shelby County, Alabama, and run in a Southerly

Taylor & Mattie  
P.O. Box 43248  
Birmingham, AL 35243

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direction along the East line of said Section a distance of 100.07 feet to the point of beginning of the herein described centerline; thence deflect 77°56'30" to the right and run in a Southwesterly direction a distance of 137.35 feet to a point; thence deflect 28°30'00" to the right and run in a Northwesterly direction a distance of 198.00 feet to a point; thence deflect 30°00" to the left and run in a Southwesterly direction a distance of 164.65 feet to a point; thence deflect 42°22'30" to the right and run in a Northwesterly direction a distance of 284.00 feet to a point; thence deflect 28°19'00" to the left and run in a Westerly direction a distance of 200.00 feet more or less to the Cahaba River and run thence across the Cahaba River to the boundary of said Southeast 1/4 of Northeast 1/4.

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns, with reasonable rights of ingress and egress across and over the Real Estate for the purposes herein granted, subject to existing easements.

As part of the consideration for this conveyance, it is agreed and covenanted as follows:

- (a) Grantee shall design its sewer line to be of sufficient size to accommodate the drainage area, including Grantor's anticipated requirements, and to secure, prior to construction, approval thereof by Jefferson County, Alabama.
- (b) Whenever the main trunk sewer line is constructed by Jefferson County, Alabama on the north side of the Cahaba River, Grantee shall extend its sewer line across the Cahaba River to connect with the county line and shall convey its sewer line and the easement rights herein granted to Jefferson County, Alabama, or other appropriate governmental authority.
- (c) Upon and after such time as Grantee's sewer line is completed and connected with the Jefferson County main trunk line, Grantee shall do whatever is required to secure for Grantor the right to connect with said sewer line and to discharge into said sewer line sewage from any improvements that may now or hereafter be situated upon said Real Estate.
- (d) Grantee shall bury any pipeline (exclusive of appurtenances customarily located above ground) to a sufficient depth so as not to interfere with cultivation of the soil after construction thereof and agrees to pay such damages as may arise to growing crops, timber or fences from the construction, maintenance, alteration, repair, removal, changing of the size of, relocation or replacement thereof.

(e) Grantee shall comply with all laws, ordinances, and regulations, present or future, applicable to its use of the rights herein granted and shall indemnify and hold Grantor harmless from any loss, expense, or damage resulting from any failure to comply therewith and from any claims for damage of every kind and nature which may accrue on account of the exercise by Grantee of the rights herein granted.

(f) Grantee shall provide Grantor road access to Grantor's property by public dedicated and improved road within nine (9) months after the outfall line is attached to the Jefferson County main trunk line.

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This conveyance is made upon the covenant and condition that (1) said Grantor, or its successors and/or assigns, shall have the right to install and maintain within the boundaries of the right of way, easement for which is herein granted, 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 sewer, 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) delay by Grantee in the exercise of its rights hereunder, not to exceed three years, shall not result in the loss, limitation or abandonment of any such rights but after construction of said sewer line, non use thereof by all parties hereto for a period of twelve months shall constitute abandonment and the rights herein granted shall automatically terminate.

The terms and provisions hereof shall inure to the benefit of and be binding upon the Grantor and the Grantee and their respective successors and assigns.

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 4<sup>th</sup> day of April, 1974.

UNITED STATES STEEL CORPORATION



By *J. Dembeck*  
President  
USS Realty Development Division

ATTEST:

*A. H. Hoyle*  
Assistant Secretary  
United States Steel Corporation

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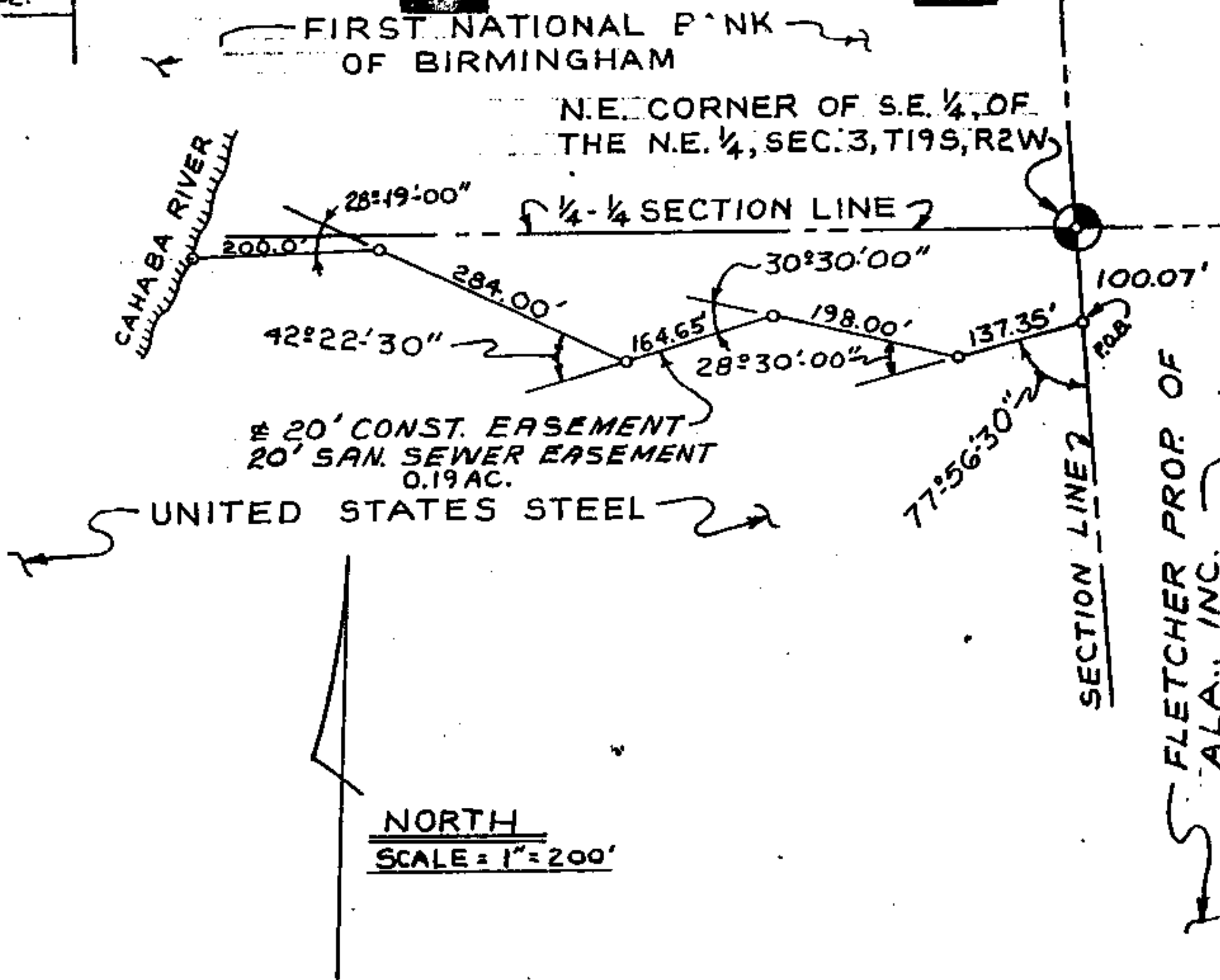
STATE OF PENNSYLVANIA

COUNTY OF ALLEGHENY

I, Jean A. Stolec, a Notary Public in and  
for said County in said State, hereby certify that J. R. Dembeck  
whose name as \_\_\_\_\_ President of USS Realty Development Division 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 4<sup>th</sup> day of  
April, 1974.

Jean A. Stolec  
Notary Public  
JEAN A. STOLEC, Notary Public  
PITTSBURGH, ALLEGHENY COUNTY  
My Commission Expires March 8, 1976



STATE OF ALABAMA  
SHELBY COUNTY

January 10, 1974

Commence at the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of Section 3, Township 19 South, Range 2 West, Shelby County, Alabama, and run in a Southerly direction along the East line of said Section a distance of 100.07 feet to the point of beginning of the herein described 20.00 foot wide construction easement and 20.00 foot wide sanitary sewer easement; thence deflect 77° 56' 30" to the right and run in a Southwesterly direction a distance of 137.35 feet to a point; thence deflect 28° 30' 00" to the right and run in a Northwesterly direction a distance of 198.00 feet to a point; thence deflect 30° 00" to the left and run in a Southwesterly direction a distance of 164.65 feet to a point; thence deflect 42° 22' 30" to the right and run in a Northwesterly direction a distance of 284.00 feet to a point; thence deflect 28° 19' 00" to the left and run in a Westerly direction a distance of 200.00 feet more or less to the Cahaba River and the ending point of the herein described easement.



PARAGON ENGINEERING, INC.  
CONSULTING ENGINEERS  
LEEDS, ALABAMA

*Thomas H. Gachet*  
Thomas H. Gachet, Ala. P.E. & L.S. #6207

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1. Paid Fee	1.50
2. ...	15.00
3. ...	3.00
4. ...	...
5. ...	1.00
6. ...	...
Total	19.50

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

90 SEP -5 PM 3:10

*Thomas H. Gachet, Jr.*  
JUDGE OF PROBATE