

This instrument was prepared by:
Michael M. Partain, General Attorney
U. S. Steel Group Law Department
Fairfield Office
P. O. Box 599
Fairfield, Alabama 35064

STATE OF ALABAMA
COUNTY OF SHELBY

EASEMENT FOR WATER PIPELINE

KNOW ALL MEN BY THESE PRESENTS that, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid to **USX CORPORATION**, a Delaware corporation, hereinafter called "Grantor", by **HELENA UTILITY BOARD**, hereinafter called "Grantee", receipt of which is acknowledged, said Grantor does hereby grant and convey upon the terms, conditions, and limitations hereinafter set forth unto the Grantee, an easement for the purpose of constructing, operating, and maintaining a **water pipeline** over certain land located in the South ½ of the Southwest ¼ of Section 21, Township 20 South, Range 3 West of the Huntsville Principal Meridian, Shelby County, Alabama, said easement being a width of seven and one-half (7.50) feet in part and fifteen (15) feet in part on either side of the centerlines as shown and described on map marked "**Exhibit A**" attached hereto and made a part hereof.

TO HAVE AND TO HOLD UNTO the Grantee, its successors and assigns, forever; SUBJECT, however, to the following reservations, exceptions, conditions, and restrictions: (1) In the event of the abandonment of said right-of-way or any part thereof for the purposes herein described for a continuous period of twelve (12) months, title to said right-of-way or part thereof so abandoned shall revert automatically to Grantor, its successors and assigns; (2) This instrument conveys only an easement for the use of the land above described for purposes herein stated and conveys no other rights or title in said land, the minerals and mining rights and all other rights and interests being reserved by Grantor; (3) this conveyance is subject to all existing electric power transmission lines and other utility lines of any description of Grantor or others on said land and subject to all existing easements, rights-of-way, burdens, and encroachments of any and all kinds, whether or not of record, affecting any part of said land; (4) the Grantor, its successors and assigns, shall have the right, at any time, to make connections into said water pipelines, subject to Grantee's rules and regulations and applicable restrictions, but before doing so shall submit plans and specifications in writing to Grantee for Grantee's approval, which approval will not be unreasonably withheld, and all connections shall be made subject to the rules and regulations of Grantee and subject further to any and all charges, assessments, or levies that are now or might hereafter be made as water service charges or otherwise, for the use of the

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water pipeline facilities of the Grantee; (5) the Grantor, its successors and/or assigns, shall have the right to cross, either at grade, above grade or below grade, the right-of-way herein granted with electric power transmission lines, telephone lines, telegraph lines, pipelines, railroad tracks, and roads or other ways of any description, and the right to use said land for any and all purposes so long as such use does not unreasonably interfere with Grantee's use of said land for the purposes herein stated; (6) said water pipeline shall be in accordance with the engineering plans and specifications of Grantee, and shall be installed, operated, and maintained at a minimum depth of two (2) feet underground, and in the installation, operation, and maintenance thereof, the Grantee shall at all times comply with all applicable statutes, ordinances, laws, rules, and regulations of governmental authorities; and said water pipeline shall not be installed, operated, or maintained in such a way as to constitute or create a public or private nuisance or to be in violation of any statute, ordinance, law, rule, or regulation of any governmental authority; (7) Grantor shall have the right to require Grantee to relocate said water pipeline at Grantee's expense for the initial relocation and at Grantor's expense for further relocation(s); (8) Grantor shall provide Grantee a reasonable alternate easement at no cost in the event the water pipeline must be relocated; (9) said alternate easement shall not be greater than ten percent (10%) longer in length than the easement described herein; (10) Grantee shall not be required to construct any distribution lines on Grantor's lands nor shall Grantee be required to relocate said water pipeline at its expense for the purpose of providing better access to said water pipeline for users or purchasers of Grantee's land unless such relocation is made at the expense of Grantor.

The conveyance of the above subject easement is made upon the covenant and condition that no right of action on account of damage to said water pipeline or to any structures or facilities constructed on said right-of-way for said pipeline resulting from past or future underground mining and/or gas or oil producing 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 said land.

As a condition and covenant of the easement granted herein, Grantee covenants and agrees that, to the extent allowed by law, neither Grantor nor any of its companies shall in any way be liable for any injury or damage whatsoever to persons or property which may result from Grantee's use of the easement conveyed hereunder and/or the lack of safety, latent or patent, of the land upon which said easement herein is granted, and Grantee, to the extent allowed by law, assumes all risks of personal injury and death of Grantee's employees and/or property damage of the Grantee and its employees from Grantee's use of said easement.

The Grantee shall, at its expense, upon completion of construction of said water pipeline and thereafter in its maintenance and operation, cause the destruction or removal from land of Grantor of all debris resulting from such installation, operation and maintenance and shall cause the surface of said land to be restored and maintained in a condition satisfactory to Grantor and in accordance with the Best Management Practices of the Alabama Department of Environmental Management.

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 Grantor, as used herein, shall apply to and include its subsidiary and associate companies.

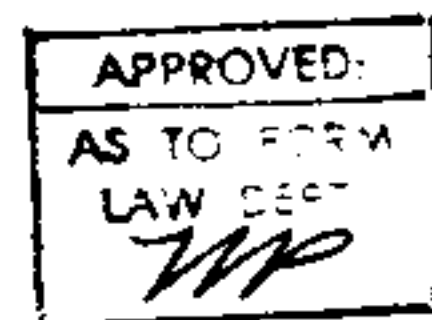
IN WITNESS WHEREOF, each of the parties hereto has caused these presents to be executed in duplicate in its name and behalf and its corporate seal to be hereunto affixed and attested by its officers thereunto duly authorized on this the 28th day of December, 1999.

ATTEST:

By: Michael W. Pactor
Assistant Secretary

USX CORPORATION

By: Garry L. Sides
Garry L. Sides
Title: Manager-Southern Lands & Minerals



ATTEST:

By: Subyella
Title: Secretary

HELENA UTILITY BOARD

By: Charles W. Pankal
Title: Chairman

STATE OF Alabama
COUNTY OF Jefferson

I, Bettie S. Vernon, a Notary Public in and for said County in said State, hereby certify that Garry L. Sides, whose name as Manager-Southern Lands & Minerals, USX 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 30th day of November, 1999.

Bettie S. Vernon
Notary Public

[SEAL]

My Commission Expires 3-16-2000

STATE OF ALABAMA
COUNTY OF SHELBY

I, Peggy C. Dunaway, a Notary Public in and for said County in said State hereby certify that Charles W. Penhale whose name as Chairman of the Helena Utility Board, 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 corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 28 day of December, 1999.

Peggy C. Dunaway
Notary Public

[SEAL]

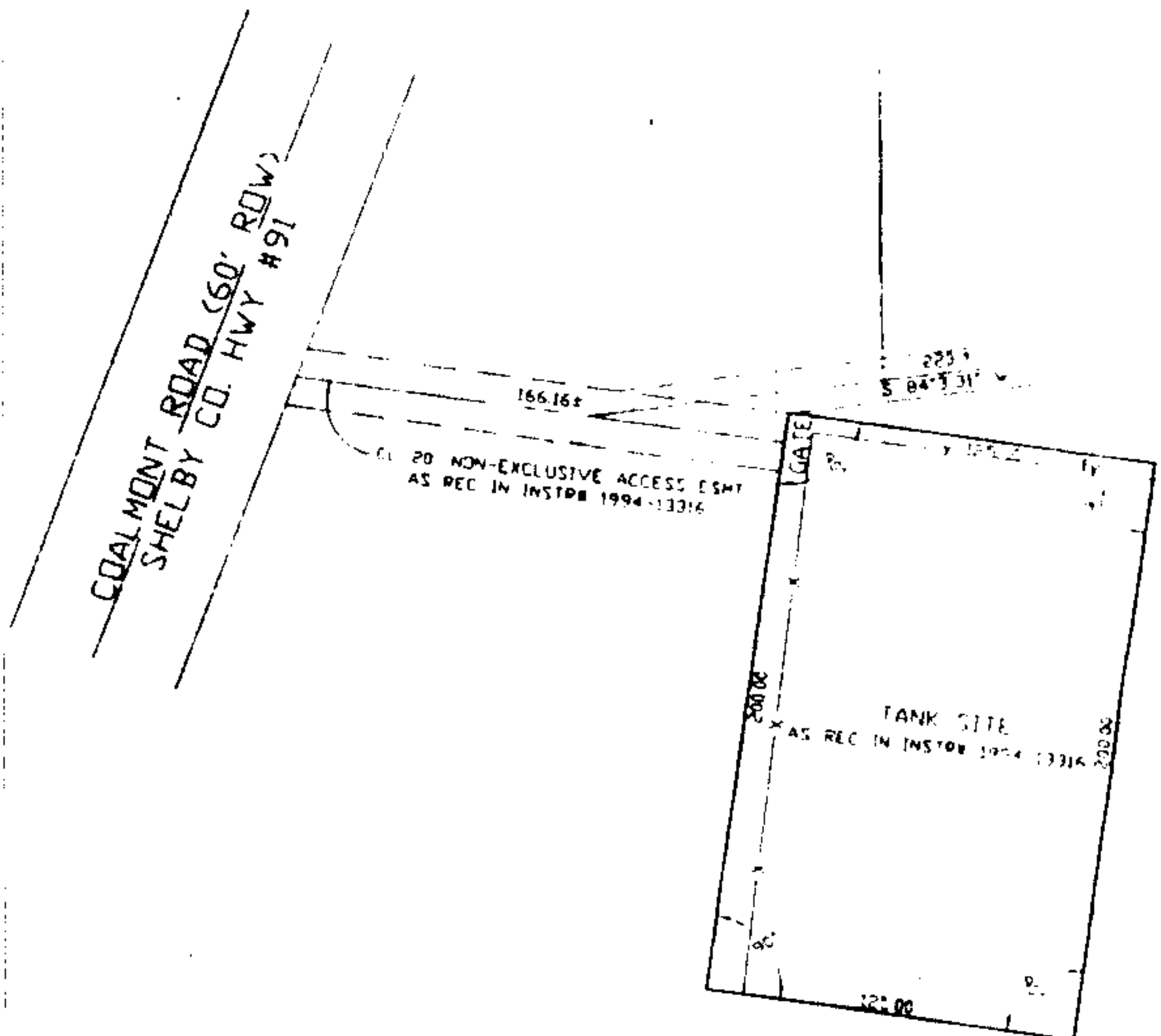
My Commission Expires 1/11/2003

State of Alabama
Shelby County

August 3, 1998

An ¹⁷ingress/egress easement of variable width located in the
S1/2-SW 1/4 of Section 21, Township 20 South, Range 3
West, Shelby County, Alabama, being more particularly
described as follows:

Commence at the NE corner of the SW 1/4-SW 1/4 of said
Section 21; thence S 88 deg 57' 57" E. along the north line of
the SE1/4-SW1/4 of said section a distance of 105.76' to the N.E.
corner of Lot 358, Fieldstone Park, Phase 2, 3rd Sector as
recorded in MB 20, PG 35, in the Office of the Judge of
Probate, Shelby County, Alabama; thence S 0 deg 46' 36" -
along the east line of said Lot 358 and its extension
thereof, a distance of 169.67' to its intersection with
the centerline and the beginning of said ingress/egress
easement (30' wide) lying 15' on each side of and parallel
to the following described centerline; thence N 89 deg 13'
24" W along said centerline a distance of 25.00' to the end
of aforesaid 30' wide easement and the beginning of a 15'
wide ingress/egress easement lying 7.5' on each side of and
parallel to said centerline; thence S 42 deg 45' 46" W along
the continuation of said centerline a distance of 194.38'
thence S 68 deg 43' 05" W along said centerline a distance
of 163.31'; thence S 84 deg 03' 31" W along said centerline
a distance of 220' more or less to its intersection with the
centerline of an existing 20' Non-exclusive access easement
as recorded in Instrument # 1994-13316 in the Office of the
Judge of Probate, Shelby County, Alabama.



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NE CORNER OF
SW 1/4-S-1-4
SEC 21, T20S R3W
SHELBY CO. ALA.

104-104 LINE

3' CAPPED PIPE

105 76

5 00°53'57" E

198

1/4 - 1/4 2 1/2

• 2000-17648

358

359

FIELDSTONE PARK
PHASE 2, 3RD SECTOR
MB 20, PG 35

FIELDSTONE DRIVE
(50' ROW)

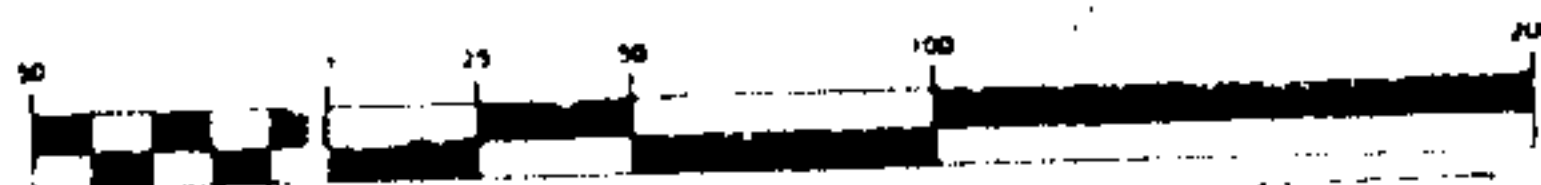
10. ADDRESS OF PRESS EASEMENT

357

356

UTILITY
EASEMENT
1971
1971

GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft

EXHIBIT A

REVISED 11/4/67
C. A. JEP 4847MEL 484715M11-