


Upon recording this instrument
should be returned to:

William R. Justice
P.O. Box 587
Columbiana, AL 35051

This instrument was prepared by:

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

STATE OF ALABAMA)
COUNTY OF SHELBY)


20060123000036140 1/5 \$.00
Shelby Cnty Judge of Probate, AL
01/23/2006 03:54:25PM FILED/CERT

**AGREEMENT
FOR
INGRESS AND EGRESS EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to **UNITED STATES STEEL CORPORATION**, a Delaware corporation, hereinafter 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**, a political subdivision of the State of Alabama, hereinafter referred to as "Grantee", a non-exclusive easement thirty (30) feet in width for the sole purpose of providing a means of ingress and egress to and from Shelby County Road 251 to Grantee's land situated in the North $\frac{1}{2}$ of Section 30, Township 21 South, Range 4 West of the Huntsville Principal Meridian, and in the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 24, Township 21 South, Range 5 West of the Huntsville Principal Meridian, and in the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 25, Township 21 South, Range 5 West of the Huntsville Principal Meridian, all in Shelby County, Alabama (hereinafter called the "Shelby County Park Property"), said easement being located on Grantor's land situated in the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 25, Township 21 South, Range 5 West, and the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 30, Township 21 South, Range 4 West of the Huntsville Principal Meridian, all in Shelby County, Alabama, said easement being depicted on map marked "**EXHIBIT A**" attached hereto and made a part hereof.

As a condition of this conveyance, Grantee shall, and the Grantee, by its acceptance of this grant, does hereby covenant and agree with Grantor to indemnify, defend, and hold harmless the Grantor, to the extent allowed by law, from and against any and all claims, costs, demands, damages, liabilities, judgments, or expenses (including attorney fees, consultant fees, and other legal costs), for any personal injury (including death) or property damage or any other damages of any nature whatsoever arising out of the activities of Grantee or its agents, successors, and assigns or the activities of any other party whosoever in connection with any construction or maintenance of any roads constructed by Grantee or any other use of the easement granted herein. Grantee covenants and agrees to maintain in a safe condition, at its expense, any roads constructed by Grantee in said easement. Grantee further agrees to grass any disturbed areas and to install and maintain at its expense silt fences and other necessary erosion control devices in accordance with best management practices for any such disturbed areas arising out of its use of said easement.

The conveyance of the above-described easement is made upon the covenant and condition that no right of action on account of damage to any structures or facilities constructed on said easement resulting from past

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; this condition shall constitute a covenant running with the land as against Grantee, its successors and assigns.


As a condition of the conveyance hereunder, Grantee acknowledges that the physical condition of said land upon which said easement is granted has been inspected by Grantee or its duly authorized agent and that said easement is accepted by Grantee as a result of such inspection and not upon any agreement, representation, or warranty made by Grantor. Grantor accepts the physical condition of said land **"AS IS, WHERE IS, WITH ALL FAULTS"** and hereby releases Grantor from any liability of any nature arising from or in connection with the physical condition of said land. This condition shall constitute a covenant running with the land as against Grantee, its successors and assigns.

This conveyance is made upon the further covenant and condition that the easement herein granted shall terminate and revert automatically to Grantor, its successors and assigns, in the event of the earlier of (i) a default by Grantee of any term or condition herein that remains uncured after thirty (30) days notice so to do by Grantor, or (ii) the abandonment of the use of said easement for ingress and egress purposes during a continuous period of twelve (12) months, or (iii) the acquisition by Grantee of title to that certain tract of land shown as the "Cahaba Forest Resources Property" as depicted on said **EXHIBIT A** or (iv) the acquisition by Grantee of a permanent easement for ingress and egress to the Shelby County Park Property by alternate means. Upon termination of this easement, Grantor shall have the right to file a notice of termination of easement for record in the Probate Office of Shelby County, Alabama.

Grantee acknowledges and agrees that Grantor, its successors and assigns, shall have the right to relocate, at its expense, the easement described herein and any road constructed thereon by Grantee, but on the condition that it shall promptly provide Grantee the same rights granted hereunder in a reasonable alternative location. Grantee further acknowledges and agrees that Grantor, its successors and assigns, shall have the right to cross over and under said easement with any roads, utilities, pipelines, and other facilities provided that the same cause no unreasonable interference with Grantee's use of the easement.

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

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


20060123000036140 2/5 \$.00
Shelby Cnty Judge of Probate, AL
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IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate and their seals to be hereunto affixed by their respective officers thereunto duly authorized on this, the 20th day of January, 2006.

ATTEST:

UNITED STATES STEEL CORPORATION

By: Michael Martini

Title: Assistant Secretary

By: EF Huley

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

APPROVED
MAP

ATTEST:

SHELBY COUNTY, ALABAMA

By: _____


Title: County Clerk

By: Alvin D. Huley

Its: Co. Mgr.

By: _____

Its: _____


20060123000036140 3/5 \$.00
Shelby Cnty Judge of Probate, AL
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STATE OF PENNSYLVANIA)

COUNTY OF ALLEGHENY)

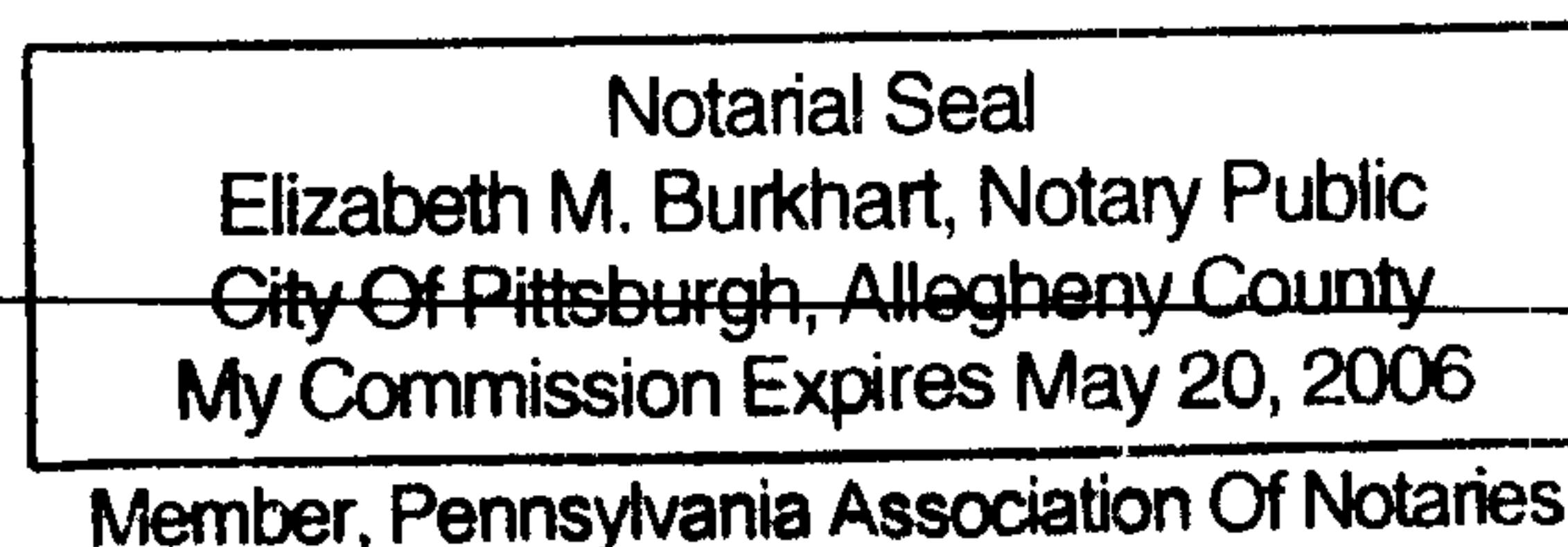
I, ELIZABETH M. BURKHART, a Notary Public in and for said County in said State, hereby certify that BARRETT F. HURLEY, whose name as PRESIDENT of USS Real Estate, a division of **United States Steel Corporation**, a Delaware corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, in such capacity, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 28th day of NOVEMBER, 2005.

Elizabeth M. Burkhart
Notary Public

[SEAL]

My Commission Expires: _____



STATE OF ALABAMA)

COUNTY OF SHELBY)

I, William R. Justice, a Notary Public in and for said County in said State, hereby certify that Alex Dudchock, whose name as County Manager of **Shelby County, Alabama**, a political subdivision of the State of Alabama, 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 the instrument, he/she, in such capacity, executed the same voluntarily for and as the act of said county.

Given under my hand this 20th day of January, 2006.

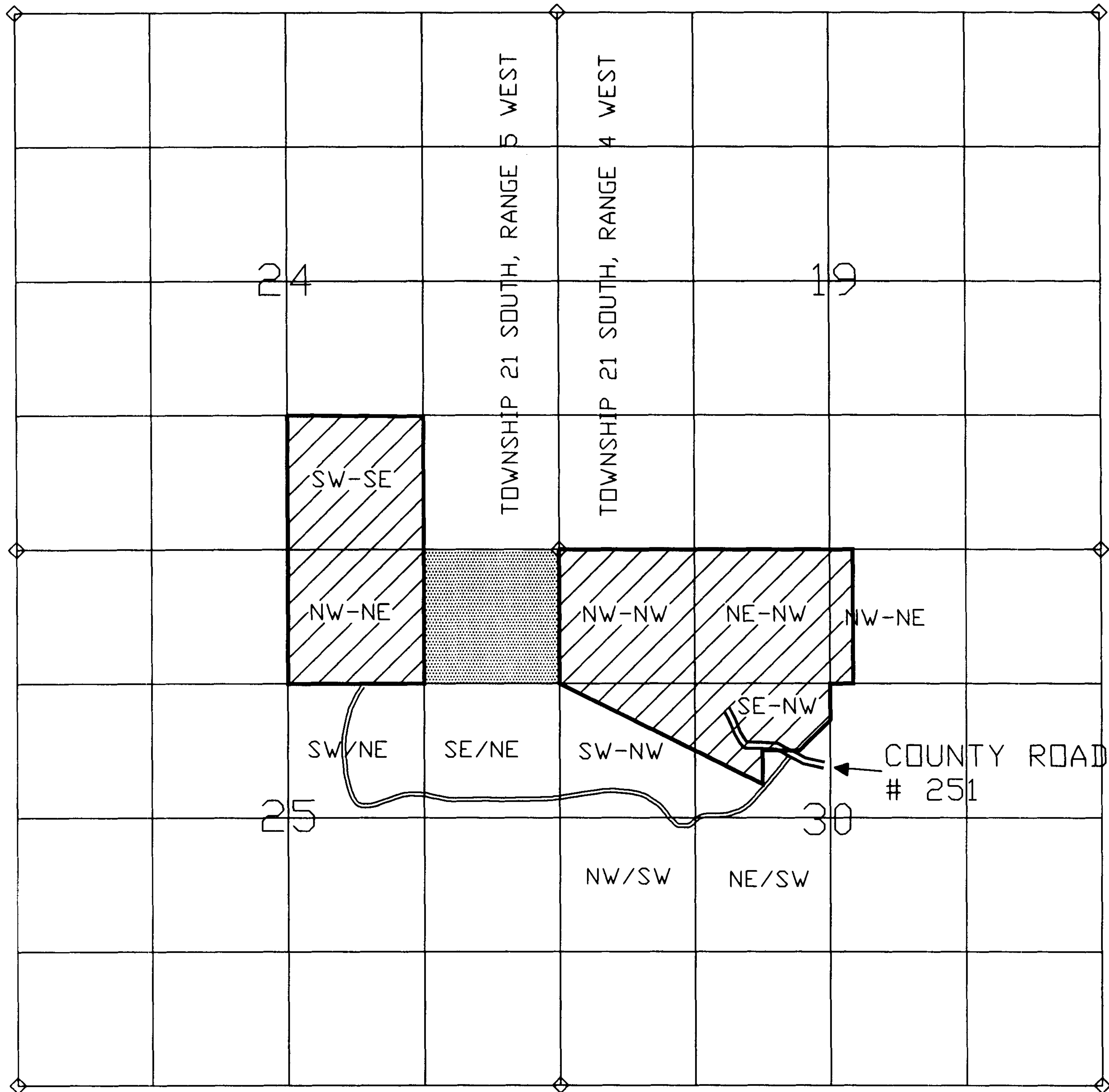
William R. Justice
Notary Public

[SEAL]

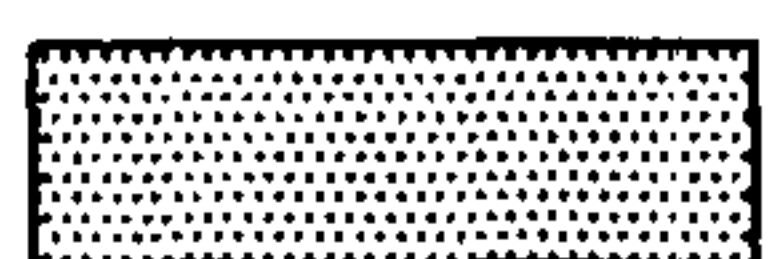
My Commission Expires: 9/12/07



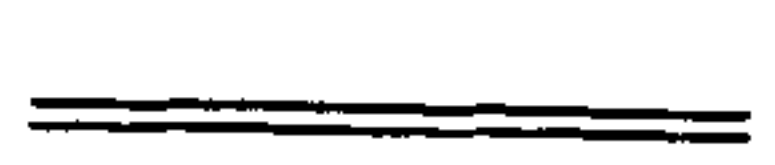
EXHIBIT A



SHELBY COUNTY PARK PROPERTY



CAHABA FOREST RESOURCES PROPERTY



EASEMENT FOR INGRESS AND EGRESS

GRANTED BY UNITED STATES STEEL CORPORATION

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