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Shelby Cnty Judge of Probate, AL
01/25/2007 10:18:57AM FILED/CERT

Project: Hillsboro Project

**Upon recording this instrument
should be returned to:**

Right-of-way Coordinator
BellSouth Telecommunications, Inc.
3196 Highway 280 South – Room 101-N
Birmingham, Alabama 35243

This instrument was prepared by:

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

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

**AGREEMENT
FOR
EASEMENT FOR UNDERGROUND TELECOMMUNICATIONS LINE
AND
APPLIANCES**

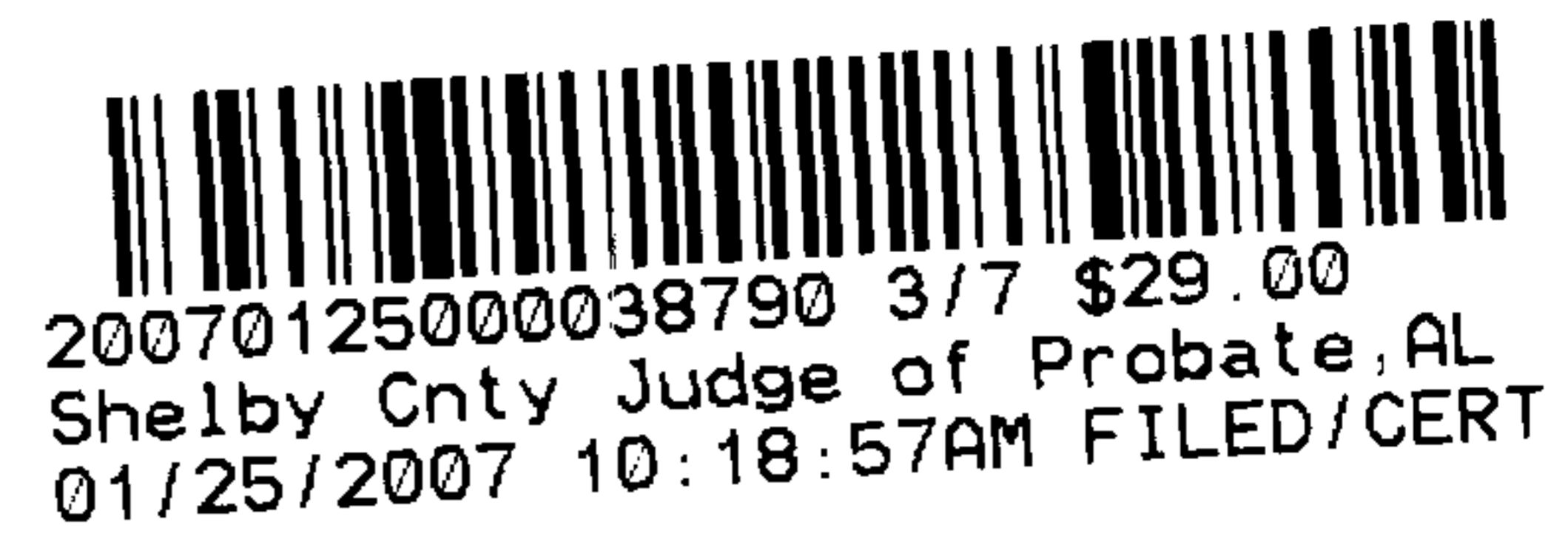
THIS AGREEMENT entered into this 15th day of JANUARY, 2007,
between UNITED STATES STEEL CORPORATION, a Delaware corporation, successor (by conversion)
to United States Steel LLC and remote successor to USX Corporation, hereinafter referred to as "USS", and
BELLSOUTH TELECOMMUNICATIONS, INC., a Georgia corporation, hereinafter referred to as
"BellSouth".

WITNESSETH:

1. USS, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration paid to it
by BellSouth receipt of which is acknowledged, and in further consideration of the covenants of BellSouth
as hereinafter expressed to be kept and performed, hereby grants and conveys to BellSouth to the extent of
the ownership of USS, a non-exclusive easement of varying widths for an underground telecommunications
line and appliances therefor (hereinafter collectively referred to as the "Facilities") to be installed in the
Southeast-1/4 of Section 16, Township 20 South, Range 3 West, Shelby County, Alabama, as more
particularly described and depicted on map marked **EXHIBIT A** attached hereto and made a part hereof.
This easement will serve the Hillsboro Subdivision in Shelby County, Alabama.

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2. For said consideration, USS further grants to BellSouth such rights of ingress and egress over other adjacent land of USS as may be reasonably necessary for the exercise by BellSouth of its rights granted hereunder, but USS reserves the right, if it so desires, to designate from time to time the route or routes of such ingress and egress.
3. The rights herein granted shall not in any way be construed to be superior to but are subject to any existing agreements for the use of the surface and subsurface of said land and/or timber purchase and cutting agreements between USS and third parties and any existing leases, agreements, and easements on over, or across said land for roads, railroads, electric power transmission lines, telecommunication lines, telegraph lines, or pipelines.
4. Bellsouth agrees to bury said telecommunications lines at least thirty (30) inches below the surface of the ground, or a greater depth as may reasonably be required by USS or its contractors, agents, lessees, or licensees, to accommodate the specific use of the surface by USS, its contractors, agents, licensees, or lessees.
5. BellSouth, in the exercise of the rights herein granted, shall cause no interference with operations of USS; and USS reserves the right to install, maintain, and use across said land, roads, pipelines, wires, or cables of any description and the right to grant such rights to others, upon condition, however, (1) that the exercise of any of said rights by USS shall cause no unreasonable interference with said Facilities and any rights granted to others shall not be superior to the rights granted hereunder, and (2) that the character or installation of such pipelines, wires, or cables shall be in accordance with the reasonable requirements of BellSouth.
6. USS shall not be liable to BellSouth for any claims for personal injuries, deaths, or property damages which may accrue on account of the construction, operations, or maintenance of said Facilities on said land. BellSouth shall indemnify, defend, and hold USS, its successors, assigns, directors, officers, agents, and employees (the "Protected Parties") harmless from all loss, claims, damage, cost, or expense, including reasonable attorneys fees, consultants fees, and other legal costs, the Protected Parties may sustain on account of the construction, operation, and maintenance of said Facilities upon said land and on account of claims by others by reason of the construction, operation, and maintenance by BellSouth of said Facilities. Notwithstanding any of the above provisions in this paragraph 5, BellSouth will not be obligated to indemnify, defend, and hold harmless the Protected Parties from claims arising from acts of negligent, willful, or intentional conduct by the Protected Parties.



7. USS shall assess for taxation and pay ad valorem taxes on said land and its interest therein. BellSouth shall assess and pay taxes on said Facilities and other improvements that it installs or places on said land. Should USS be required by taxing authorities to pay any taxes which BellSouth is obligated to pay, BellSouth shall promptly upon demand reimburse USS for such taxes, together with any interest and penalties thereon paid by USS, provided that USS provides BellSouth reasonable notice and opportunity to pay or contest the payment of said taxes.

8. The surface of said land shall be maintained at all times by BellSouth in a condition reasonably satisfactory to USS. Upon termination of this Agreement from any cause whatsoever, BellSouth shall remove said Facilities and shall restore the surface of said land to a condition reasonably satisfactory to USS, in default of which, USS may itself remove said Facilities and restore the surface of said land, but at the expense of BellSouth.

9. USS shall not be liable on account of damage to said Facilities accruing from past mining or the removal of coal, iron ore, gas, or other minerals contained in the aforesaid land, or from failure to leave adequate supports for the surface of said land.

10. Should the Facilities described hereafter interfere with the real estate or operations of USS or its successors and assigns, then upon reasonable written request by USS, BellSouth shall within sixty (60) days remove, at its expense, the Facilities from said location to other locations provided: (1) that USS shall first convey to BellSouth the same rights in such other locations as are conveyed to BellSouth hereunder; and (2) that BellSouth shall not be required to remove and relocate said Facilities more than one time at its expense, and when such other location or locations are furnished, the terms of such grant or grants shall not require BellSouth again to remove said Facilities except at the expense of USS.

11. BellSouth shall have the right to trim and/or cut such trees located on land of USS as may interfere with the installation or endanger the safety or property maintenance and operation of said Facilities. However, BellSouth shall promptly pay USS, its successors and assigns, for the appraised value of all pre-merchantable and/or merchantable timber cut, trimmed, or damaged by BellSouth in the exercise of its rights granted hereunder, which appraisal may be governed by one or more timber purchase cutting agreements entered into by USS and a third party. No trees, limbs, or timber lying outside fifteen (15) feet from the centerline of said Facilities may be cut or trimmed without USS's consent, unless such tree, limb, or timber poses a material risk to persons or property. Any contacts regarding timber shall be directed to USS's Chief Forester, Bob Canavera, at (205) 783-2250.



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12. This Agreement shall be considered as having become effective on the day of its date and shall continue until BellSouth abandons the use of said land for said Facilities purposes during a continuous period of twelve (12) months, after which all rights granted shall revert automatically to USS, its successors and assigns.

13. Other provisions of this Agreement notwithstanding, should BellSouth materially violate any covenants of this Agreement and fail for thirty (30) days after receipt from USS of written notice thereof to remedy such violation, USS may thereafter terminate this Agreement on written notice delivered to BellSouth not less than thirty (30) days prior to the effective day of termination.

14. 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 USS as used herein, shall apply to and include its subsidiary and associate companies so far as the reservation of future rights to it hereunder is concerned.

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

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IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate in their name and behalf and attested by their duly authorized officers the day and year first above written.

ATTEST:

UNITED STATES STEEL CORPORATION

By: Michael Wanta

By: [Signature]

Title: Assistant Secretary

Title: General Manager - Southeast
USS Real Estate, a division of
United States Steel Corporation

MP

ATTEST:

BELLSOUTH TELECOMMUNICATIONS, INC.

By: Diana S. Chiro

By: [Signature]

Its: _____

Its: SR NETWORK VICE PRESIDENT

APPROVED AS TO
FORM
[Signature]

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

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I, MARY ANN ARMSTRONG, a Notary Public in and for said County in said State, hereby certify that Thomas G. Howard, whose name as General Manager – Southeast, 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, 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 15th day of January, 2007.

Mary Ann Armstrong
Notary Public

[SEAL]

My Commission Expires: March 22, 2008

STATE OF Louisiana)
~~PARIS~~
COUNTY OF Orleans)

I, WAYNE T. MCGRAW, a Notary Public in and for said County in said State, hereby certify that Darrell G. Cooper, whose name as Sr. NVP - Gulf Region of BellSouth Telecommunications, Inc., a 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 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 1st day of November, 2006.

Wayne T. McGraw
Notary Public

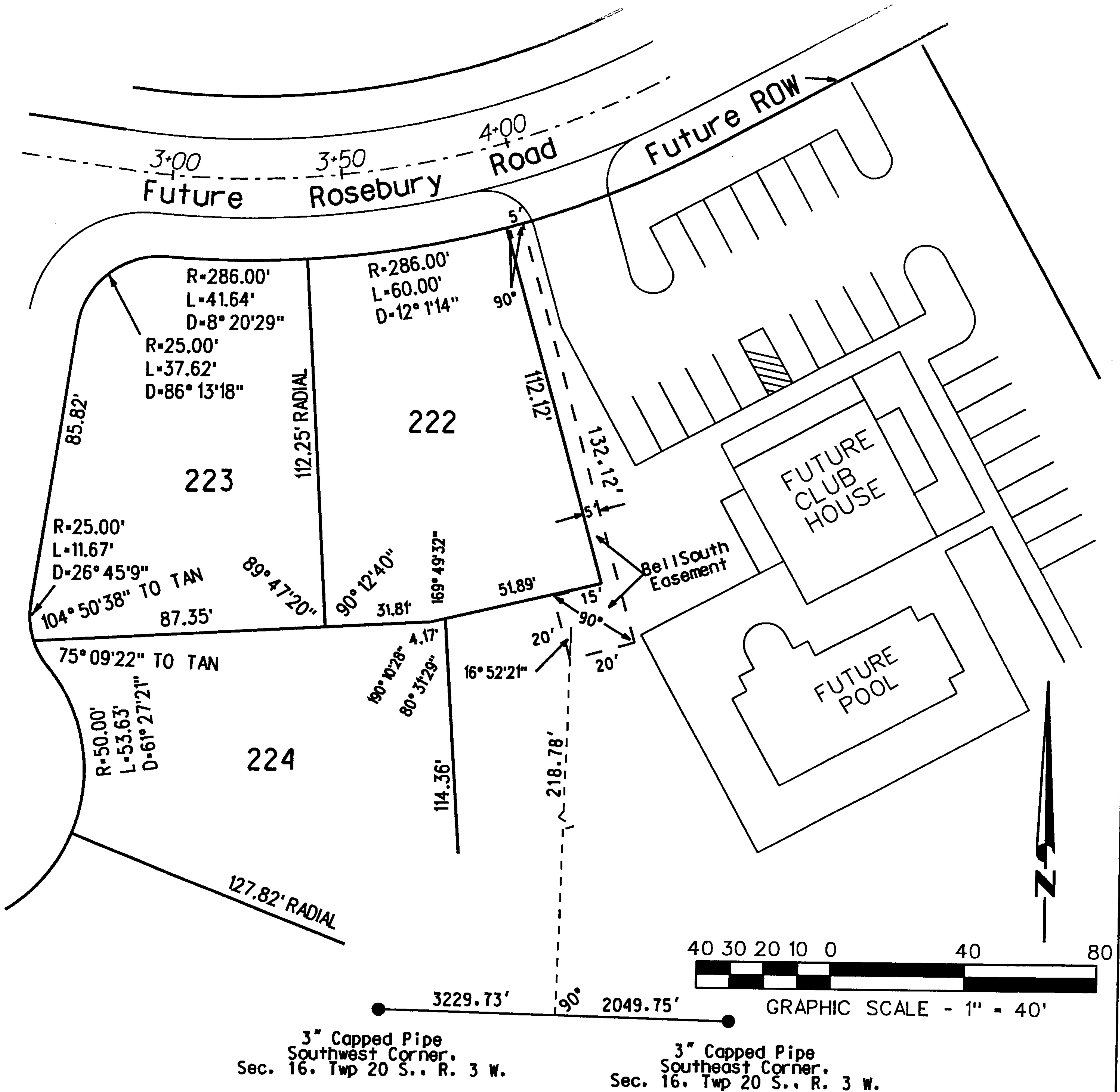
[SEAL]

My Commission Expires: with life

My Commission is issued for life.
La. Bar Roll No. 9302

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Commence at the Southeast corner of Section 16, Township 20 South, Range 3 West Shelby County, AL, and run in a westerly direction along the south line of said section a distance of 2049.75 feet to a point; thence deflect $90^{\circ}00'00''$ to the right and run in a Northerly direction a distance of 218.78 feet to the Point of Beginning of the herein described easement; thence deflect $16^{\circ}52'21''$ to the left and run in a Northwesterly direction a distance of 20.00 feet to a point; thence deflect $90^{\circ}00'00''$ to the right and run in a Northeasterly direction a distance of 15.00 feet to a point; thence deflect $90^{\circ}00'00''$ to the left and run in a Northwesterly direction a distance of 112.12 feet to a point; thence deflect $90^{\circ}00'00''$ to the right and run in a Northeasterly direction a distance of 5.00 feet to a point; thence deflect $90^{\circ}00'00''$ to the right and run in a Southeasterly direction a distance of 132.12 feet to a point; thence deflect $90^{\circ}00'00''$ to the right and run in a Southwesterly direction a distance of 20.00 feet to the Point of Beginning of the herein described easement.

EXHIBIT A