


STATE OF ALABAMA       )  
COUNTY OF SHELBY       )

  
20121205000464910 1/21 \$72.00  
Shelby Cnty Judge of Probate, AL  
12/05/2012 11:20:35 AM FILED/CERT

**AGREEMENT TO GRANT EASEMENTS**

THIS AGREEMENT TO GRANT EASEMENTS (herein "Agreement") is made and entered into as of the 26th day of February, 2004 (the "Effective Date"), by and between **UNITED STATES STEEL CORPORATION**, a Delaware corporation, successor (by conversion) to United States Steel LLC and remote successor to USX Corporation (herein referred to as "Seller" or "USS"), and **RGGS LAND & MINERALS, LTD., L.P.**, a Delaware limited partnership (herein referred to as "Buyer" or "RGGS") (herein each a "Party" and together the "Parties"):

W I T N E S S E T H:

WHEREAS, pursuant to those certain deeds listed on **Exhibit "D"**, Seller conveyed to Buyer, certain lands or rights therein (the "Subject Properties"); and

WHEREAS, access to the Subject Properties by Buyer may be needed across lands or rights owned by Seller on the Effective Date (the "Retained Properties"); and

WHEREAS, access to the Retained Properties by Seller may be needed across the Subject Properties; and

WHEREAS, Grantor has entered into that certain *Timber Purchase and Cutting Agreement* with U.S. Steel Timber Company LLC, (the "Company"), dated the 29<sup>th</sup> day of September, 2003, as amended December 29, 2003, covering 134,606.27 acres (the "Large Timber Agreement"), and that certain *Timber Purchase and Cutting Agreement* with the Company, also dated the 29<sup>th</sup> day of September, 2003, as amended December 29, 2003, covering 30,385.75 acres (the "Small Timber Agreement").

WHEREAS, the Subject Properties and the Retained Properties are sometimes referred to herein collectively as the "Lands;" and

WHEREAS, the Parties acknowledge that it is not feasible or practical to identify all of the easement routes that may reasonably be necessary to provide access to the Subject Properties or the Retained Properties; and

WHEREAS, the Parties desire to establish the terms pursuant to which the Parties will agree to grant various (i) access easements, (ii) cross-easements for ingress and egress, and (iii) utility easements for the installation and/or maintenance of discharge, drainage, transportation, gas, electrical, water, sewer, telecommunications, and other utility facilities.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. GRANT OF EASEMENTS:



(a) During the Term (as hereafter defined), USS, its successors and assigns, does hereby agree to grant and convey, subject to the terms and conditions contained herein, to RGGS, its successors and assigns: (i) non-exclusive easements for access to, from, over, under, through, or across the Retained Properties in the form of **Exhibit "A"** attached hereto (the "Access Easements"), (ii) non-exclusive cross-easements for ingress and egress to, from, over, under, through, or across the Retained Properties in the form of **Exhibit "B"** attached hereto (the "Cross-Easements for Ingress and Egress"), and (iii) non-exclusive easements and rights-of-way for purposes of installation, operation, and maintenance of discharge/drainage, transportation, electrical, gas, water, sewer, telecommunications, and other utility facilities to, from, over, under, through or across the Retained Properties in the form of **Exhibit "C"** attached hereto (the "Utility Easements"), when requested in writing by RGGS, its successors and assigns, which written request shall reasonably describe the easement requested and the proposed route of access.

(b) During the Term (as hereafter defined), RGGS, its successors and assigns, does hereby agree to grant and convey, subject to the terms and conditions contained herein, to USS, its successors and assigns: (i) non-exclusive easements for access to, from, over, through, or across the Subject Properties in the form of **Exhibit "A"** attached hereto (the "Access Easements"), (ii) non-exclusive cross-easements for ingress and egress to, from, over, under, through, or across the Subject Properties in the form of **Exhibit "B"** attached hereto (the "Cross-Easements for Ingress and Egress"), and (iii) non-exclusive easements and rights-of-way for purposes of installation, operation, and maintenance of discharge/drainage, transportation, electrical, gas, water, sewer, telecommunications, and other utility facilities to, from, over, under, through or across the Subject Properties in the form of **Exhibit "C"** attached hereto (the "Utility Easements"), when requested in writing by USS, its successors and assigns, which written request shall reasonably describe the easement requested and the proposed route of access.

(c) The party exercising its right to an easement hereunder (the "Exercise Party") shall provide the other party (the "Response Party") with not less than sixty (60) days notice (the "Notice Period") of its proposed plans which require the easement, showing the nature of the use and the need for the easement. The proposed route shall be the most practical route of access, considering the purpose of access, cost of constructing same, and the impact upon the property where the route of access is to be located. The route of access shall not cause unreasonable interference with or diminution in value of the property burdened thereby.

(d) The Response Party may propose an alternate route of access. If the Parties can not agree on the route of access, the matter shall be submitted to arbitration pursuant to Section 10 hereof, with the arbitration panel being instructed to choose the most practical route of access, considering the purpose of access, cost of constructing same, and the impact on the property on which the route is to be located.

(e) The cost of such easement, including, but not limited to the cost of any surveys or permits necessary, construction costs, and preparation and recordation of such easement, shall be borne by the Exercise Party. The owner of the property may require that the Exercise Party provide a satisfactory survey of such easement.

(f) The Party owning the Subject Properties or Retained Properties on which access is located may require that the access be relocated, from time to time, with the cost of relocation of such routes, construction of such new routes, and other costs, including, but not limited to, any surveys or permits



necessary, or the preparation and recordation of any necessary amendments, being borne by the Party requesting such change of route.

(g) The forms of Access Easement, Cross-Easement for Ingress and Egress, and Utility Easement are in form acceptable for recordation in the State of Alabama. Should the location of the property be in a state other than Alabama, such forms shall be conformed to be acceptable for filing in such state.

(h) With respect to those parts of the Lands not, from time to time, covered by the Timber Agreement, and except as otherwise provided in the Current Leases, during the Notice Period, Response Party's foresters shall cruise the area to be affected and shall consult with Exercise Party to suggest modifications of Exercise Party's surface locations which would minimize damage to Merchantable Timber. All tree values shall be based on current market prices as determined for the local area. Response Party will attempt to contract for removal and marketing of the Merchantable Timber during the Notice Period; and, if Response Party fails to do so during the Notice Period, Exercise Party may thereafter attempt to contract (for the account of the Response Party) for removal and marketing of the Merchantable Timber after the Notice Period on commercially and economically reasonable terms; provided, however, that Response Party shall not be required to remove and market the Merchantable Timber if it cannot do so on commercially and economically reasonable terms. If Response Party (or Exercise Party, for the account of the Response Party) is able to remove and market the Merchantable Timber on commercially and economically reasonable terms during or after the Notice Period or an extended period approved in writing by Exercise Party, no payment shall be due Response Party for Merchantable Timber damage, and Response Party shall be entitled to the net proceeds of the sale of such Merchantable Timber. Should Exercise Party, at Exercise Party's election, decide to proceed with clearance of such surface area on the Lands before the Notice Period elapses or if commercially and economically reasonable sale of the Merchantable Timber is not available during the Notice Period or an extended period approved by Exercise Party, then a payment for the fair market value of the Merchantable Timber shall become due Response Party by Exercise Party within thirty (30) days after the value of same is established as provided herein. It is hereby acknowledged by Exercise Party that this Agreement and all timber on the Lands may be subject to various timber sale agreements between Response Party and third parties, who shall be bound by the provisions hereof. The term "**Merchantable Timber**" shall include all timber having an age of at least fifteen (15) years and having commercial value at the time such timber is harvested. Fair market value of Merchantable Timber shall be agreed upon or if agreement is not reached, determined by the Appraisal Procedure. As used herein, "**Pre-Merchantable Timber**" shall mean all timber which is not Merchantable Timber. With respect to any Pre-Merchantable Timber which will be damaged by Exercise Party's and/or its contractors', agents', licensees' or lessees' operations, Exercise Party shall purchase all such Pre-Merchantable Timber at an estimate agreed by Exercise Party and Response Party of its present value, based on the pre-tax value the timber is expected to have at the time it most likely would be harvested in the ordinary course of Response Party's timber management program, discounted from that time to the present at a rate of ten percent (10%) per annum. If Exercise Party and Response Party are unable to agree on a value for the Merchantable Timber and/or the Pre-Merchantable Timber, the value of such timber shall be determined utilizing the Appraisal Procedure. After paying for the Merchantable Timber and/or the Pre-Merchantable Timber, Exercise Party may destroy or salvage it, with Exercise Party to retain the proceeds of any salvage, but must do so with reasonable care to avoid damage to adjoining timber stands not being purchased. For purposes hereof, the "Appraisal Procedure" shall consist of the following: all appraisals shall be made by a licensed General Real Property Appraiser and a licensed Registered Forester, or a single person holding both of



such designations and shall determine, in accord with normal and customary appraisal practices, the fair market value of the Merchantable Timber thereon and the fair market value, determined in accord with the formula set forth above, of the Pre-Merchantable Timber thereon. The appraisal shall be conducted at the joint expense of Response Party and Exercise Party by an independent forester agreed upon by Exercise Party and Response Party. If Exercise Party and Response Party are unable to agree upon an appraiser, Exercise Party and Response Party shall each appoint and pay for an independent appraiser. Each appraiser shall deliver an appraisal to Exercise Party and Response Party within fourteen (14) days of appointment. If the difference in appraised values is five percent (5%) or less, the value shall be the average of the two appraised values. If the difference in appraised values set forth in the two appraisals is more than five percent (5%), each of Exercise Party and Response Party shall instruct the appraisers previously selected to select a third independent appraiser to deliver an appraisal of such parcels within fourteen (14) days, which appraisal shall be binding and conclusive on the Exercise Party and Response Party. In the event Exercise Party and Response Party do not agree on an appraiser, each party shall bear the cost of the appraisal furnished by its chosen appraiser. If a third appraisal is required, each party shall bear one-half of the cost for such appraisal.

(i) The easements granted herein shall require no additional monetary consideration be paid by the requesting Party, other than the costs set out in sub-paragraphs (e), (f) and (h) above.

(j) The rights of the Parties to request access hereunder shall be limited to such rights as are needed to serve the Retained Properties, in the case of Seller, or the Subject Properties, in the case of Buyer. In no event may Buyer or Seller assign the right of access to a third party, other than with an assignment of the Retained Properties or the Subject Properties, as the case may be.

(k) To the extent that the Large Timber Agreement or Small Timber Agreement apply to the Lands and call for additional payments to the Company, the Exercise Party shall pay same.

2. CONFIRMATIONS. From time to time, within thirty (30) business days after receipt of a request from the other Party, each Party agrees to execute an acknowledgement, prepared by the Party requesting same, confirming the extent to which a particular property is or is not affected by a particular easement held by or in favor of such Party, or affected by a particular easement burdening the property owned by such Party.

3. PARTIAL RELEASES, RECONVEYANCES. From time to time, within thirty (30) business days (*ie*: excluding Saturdays, Sundays and national holidays) after receipt of a request from the other Party, each Party agrees to execute a partial release or reconveyance of any particular easement rights created herein or granted pursuant hereto, if such easement is: (i) abandoned pursuant to a duly adopted resolution which shall declare such abandonment, or (ii) is no longer necessary for the purposes described in Section 1 hereof. The cost of such partial release or reconveyance, including survey, preparation, and recordation thereof, shall be borne by the requesting Party.

4. MUTUAL BENEFIT. The easements granted and conveyed hereby are for the mutual benefit of the Subject Properties and Retained Properties for the respective Parties and each of their respective heirs, successors, and assigns.

5. INDEMNIFICATION.



5.1 Seller's Indemnification. To the extent permitted by law, Seller, from and after the Execution Date, shall defend, indemnify and hold Buyer (including Buyer's partners, officers, employees and agents, and the directors, partners, officers, employees and agents of the partners in Buyer) harmless from and against any and all damage, loss, cost, expense, obligation, claim or liability (other than any claim that Buyer's title to such easement right granted to Seller is defective), including reasonable counsel fees and reasonable expenses of investigating, defending and prosecuting litigation ("Liability"), suffered by Buyer as a result of the Seller's use of the easements described in Section 1(b) herein.

5.2 Buyer's Indemnification. To the extent permitted by law, Buyer, from and after the Execution Date, shall defend, indemnify and hold Seller (including Seller's directors, officers, employees and agents, and the directors, partners, officers, employees and agents of any partners of Seller) harmless from and against any and all Liability (other than any claim that Seller's title to such easement right granted to Buyer is defective) suffered by Seller as a result of the Buyer's use of the easements described in Section 1(a) herein.

6. **BINDING EFFECT OF EASEMENT; ACTIONS TO ENFORCE EASEMENTS.** All easements granted hereunder, including all terms and provisions contained herein, apply to the respective portions of all Subject Properties and Retained Properties as described in such easements and shall bind all Parties, their respective successors, heirs, and assigns. Further, they shall run with the land and shall pass with each conveyance of each property or portion thereof. Each property shall be the dominant estate insofar as it is benefited by the terms and provisions contained herein. Each property shall be the subservient estate insofar as it is burdened thereby. If any Party, or its respective successors or assigns, violates or threatens to violate any part of this agreement, the other Party, or its respective successors or assigns, shall have the right to enjoin such violation or threaten violation any court of competent jurisdiction and recover damages. If either Party, its successors or assigns, brings an action in any court of competent jurisdiction to enforce any provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys fees and all costs, which sum shall be included in any judgment entered in favor of the prevailing party.

7. **TERM OF AGREEMENT.** This Agreement shall have a term of fifty (50) years following the Effective Date (the "Term"). The easements granted pursuant to the terms of this Agreement shall have perpetual duration, unless otherwise expressly provided therein.

8. **MODIFICATION AND TERMINATION.** Except as otherwise stated herein, this Agreement or any of its provision, conditions, covenants or restrictions may not be modified, extended or terminated without the consent of all parties, or their respective successors, heirs, and assigns, in writing.

9. **SEVERABILITY OF VOID PROVISIONS.** If any provision, condition, covenant or other clause, sentence or phrase in this agreement shall become null, void or illegal for any reason, or held to be so by any court of competent jurisdiction, the remaining portion shall remain in full force and effect.

10. **DISPUTE RESOLUTION.** On the request of any party hereto, whether made before or after the institution of any legal proceedings, any action, dispute, claim or controversy of any kind hereafter arising out of this Agreement or the performance thereof (a "Dispute"), such Dispute shall be resolved by binding arbitration in accordance with the terms hereof

10.1 Any arbitration shall be administered by the American Arbitration Association (the "AAA") in accordance with the terms of this Section 10.1 and the Commercial Arbitration Rules of the AAA. Judgment on any award rendered by a panel of arbitrators may be entered in any court having jurisdiction. Any arbitration shall be conducted before three (3) arbitrators, one chosen by each party, and the third chosen by the



other two (2) arbitrators. The arbitrators shall be practicing attorneys licensed to practice in the State of Alabama who are knowledgeable in the subject matter of the Dispute selected by agreement between the parties hereto. If an arbitration panel is not selected within thirty (30) days of the initial request for an arbitration panel, then any party may request the AAA to select the necessary number of arbitrators needed to fill the panel. The arbitrators may engage engineers, accountants or other consultants that the arbitration panel deems necessary to render a conclusion in the arbitration proceeding.

10.2 The arbitration panel shall base its award on applicable law and judicial precedent, provided, however, that the award shall not include punitive, exemplary, incidental or consequential damages, including lost profits. The award shall include the findings of fact and conclusions of law upon which the award is based and shall not grant any remedy or relief that a court could not grant under applicable law. Judgment on the award rendered by the arbitration panel may be entered in any court having jurisdiction thereof.

10.3 To the maximum extent practicable, an arbitration proceeding hereunder shall be concluded within ninety (90) days of the filing of the Dispute with the AAA. Arbitration proceedings shall be conducted in Birmingham, Alabama, or such other site as is selected by the arbitration panel and acceptable to Buyer and Seller. The arbitration panel shall be empowered to impose sanctions and to take such other actions as the panel deems necessary to the same extent a judge could impose sanctions or take such other actions pursuant to the Federal Rules of Civil Procedure and applicable law. The arbitration panel shall have the power to award recovery of all costs and fees, including without limitation attorneys fees, to the prevailing party. Each party agrees to keep all Disputes and arbitration proceedings strictly confidential except for disclosure of information required by applicable law.

10.4 All fees of the arbitration panel and any engineer, accountant or other consultant engaged by the panel shall be paid by Seller and Buyer equally, unless otherwise ordered by the arbitrator.

11. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

12. **CHOICE OF LAW.** This Agreement shall be construed under and in accordance with the laws of the State of Alabama. The easements granted hereunder shall be construed under and in accordance with the laws of the state in which such portions of the Subject Properties or Retained Properties affected by such easements is located.

13. **NOTICES.** All notices or other communications pursuant to this Agreement given by either Party to the other Party shall be in writing and be sent by United States Mail, first class postage prepaid, to the Parties at the following addresses:

(a) If to USS:

President, USS Real Estate  
United States Steel Corporation  
600 Grant Street, Room 1683  
Pittsburgh, Pennsylvania 15219  
Fax: (412) 433-5148

With a copy, which shall itself not constitute notice, to:

Michael M. Partain, Esq., General Attorney  
United States Steel Corporation  
Law Department-Hoover Office  
610 Preserve Parkway, Suite 200  
Hoover, Alabama 35226  
Fax: (205) 588-2810

(b) If to RGGS:

Russell D. Gordy  
RGGS Land & Minerals, LTD, L.P.  
100 Waugh Drive, Suite 400  
Houston, Texas 77007  
Fax: (713) 951-0191

With a copy, which shall itself not constitute notice, to:

James J. Sledge, Esq.  
Rosen, Cook, Sledge, Davis, Cade & Shattuck, P.A.  
Post Office Box 2727  
Tuscaloosa, Alabama 35403  
Fax: (205) 758-8358


14. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed effective the date first above written.

UNITED STATES STEEL CORPORATION

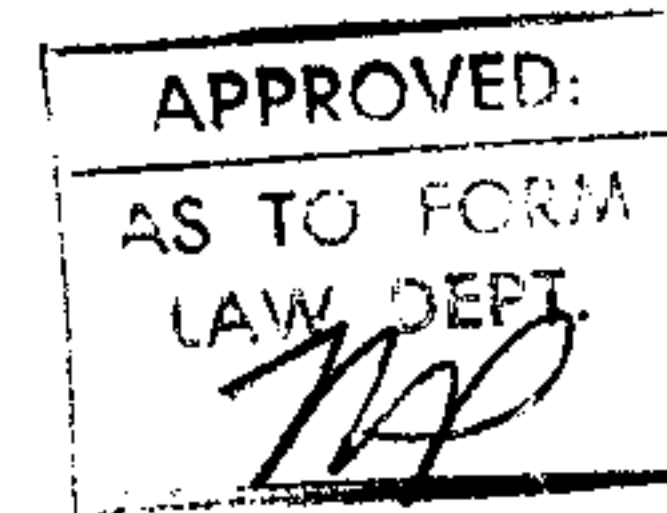
ATTEST:

By: Michael Rauter

By:   
George A. Manos

Title: Assistant Secretary

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



Commonwealth of  
STATE OF PENNSYLVANIA )  
COUNTY OF ALLEGHENY )

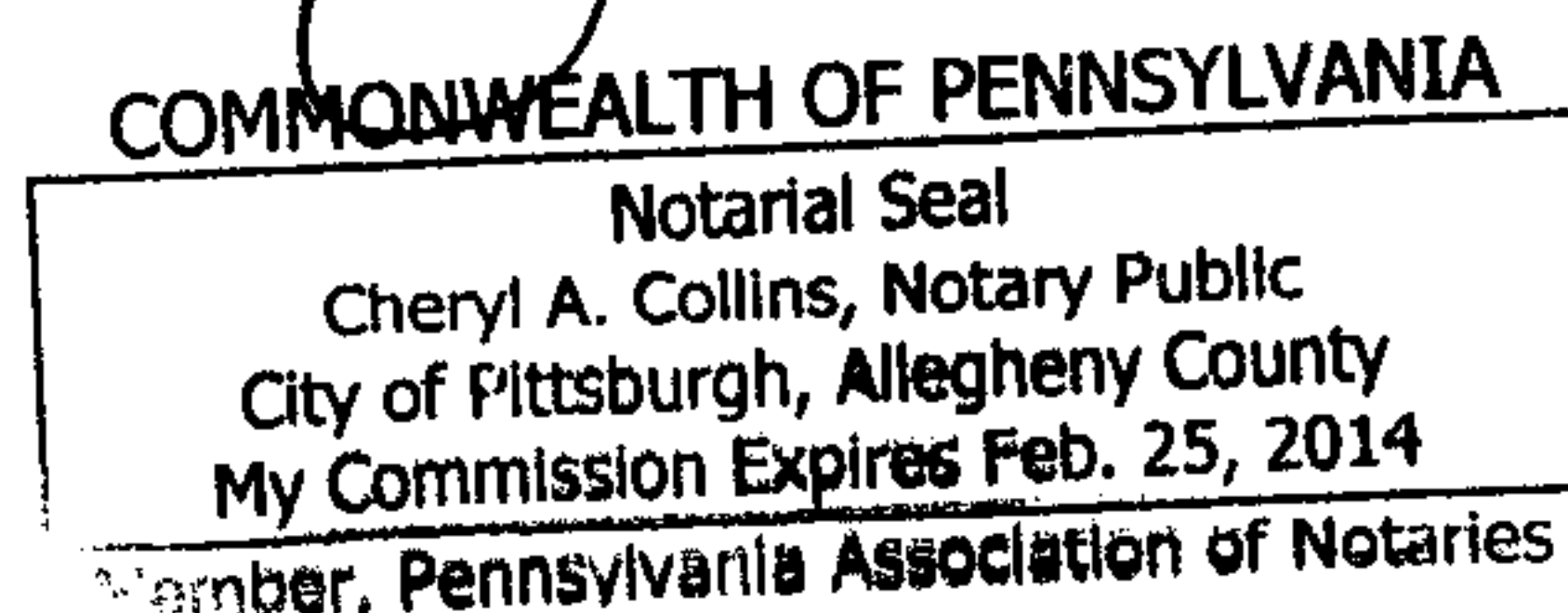
I, Cheryl A. Collins, a Notary Public in and for said County, in said State, hereby certify that George A. Manos, whose name as President of USS Real Estate, a division of United States Steel Corporation, a Delaware corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of 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 5<sup>th</sup> day of November, 2012.



Notary Public  
My Commission Expires: \_\_\_\_\_

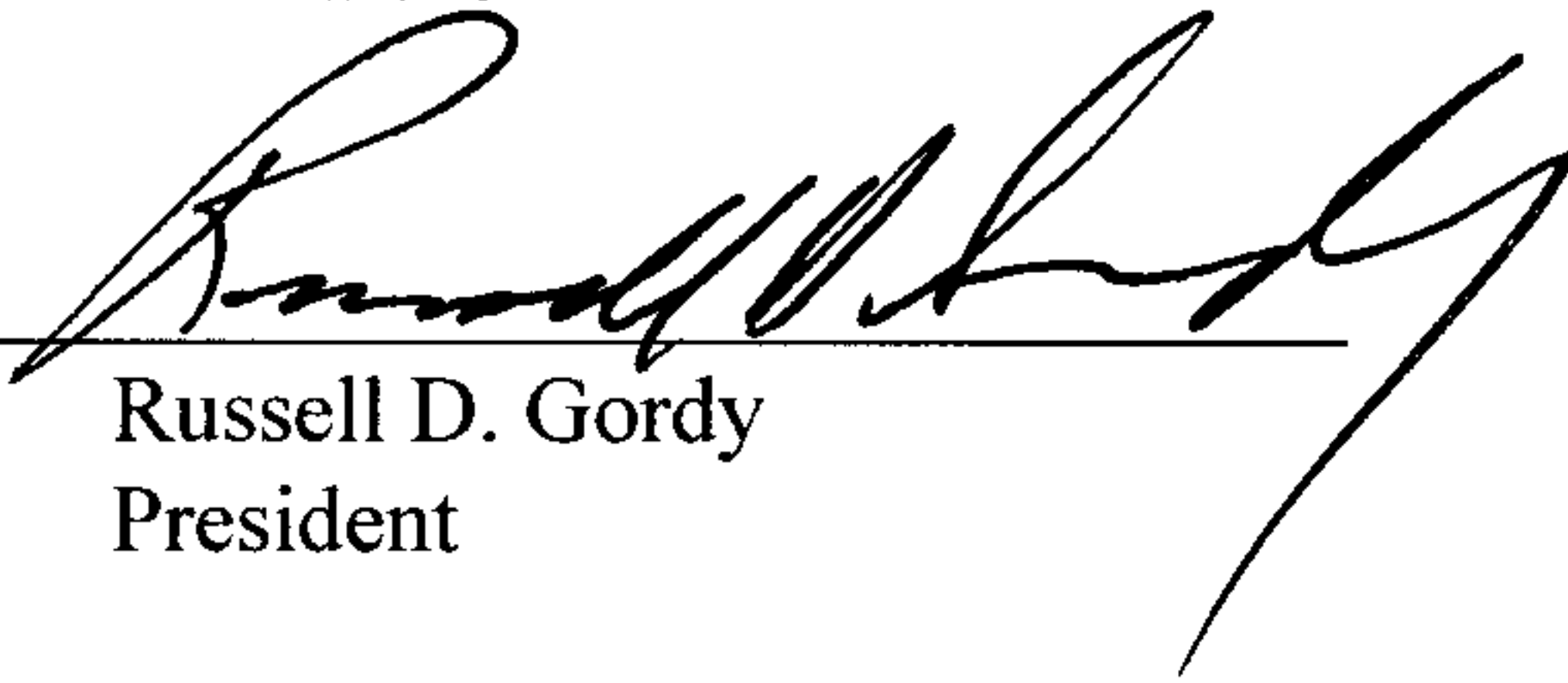
[SEAL]





RGGS LAND & MINERALS, LTD., L.P.

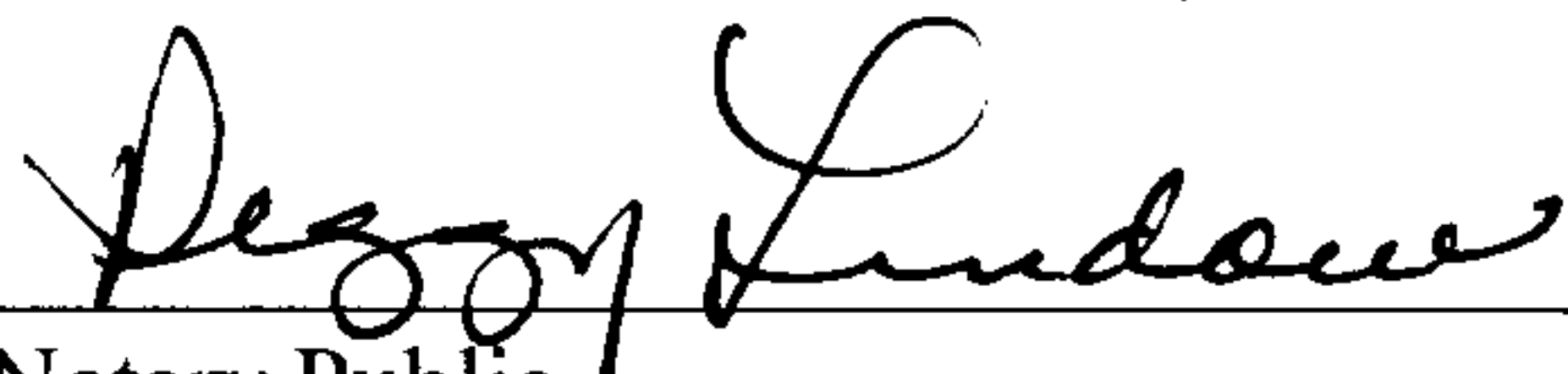
By: Gordy Oil Company, a Texas corporation  
Its: General Partner

By:   
Russell D. Gordy  
Its: President

STATE OF TEXAS                     )  
COUNTY OF HARRIS            )

I, Peggy Lindow, a Notary Public, in and for said County in said State, hereby certify that Russell D. Gordy, whose name as President of Gordy Oil Company, a Texas Corporation, general partner of RGGS Land & Minerals, Ltd., L.P., a Delaware Limited Partnership, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said limited partnership.

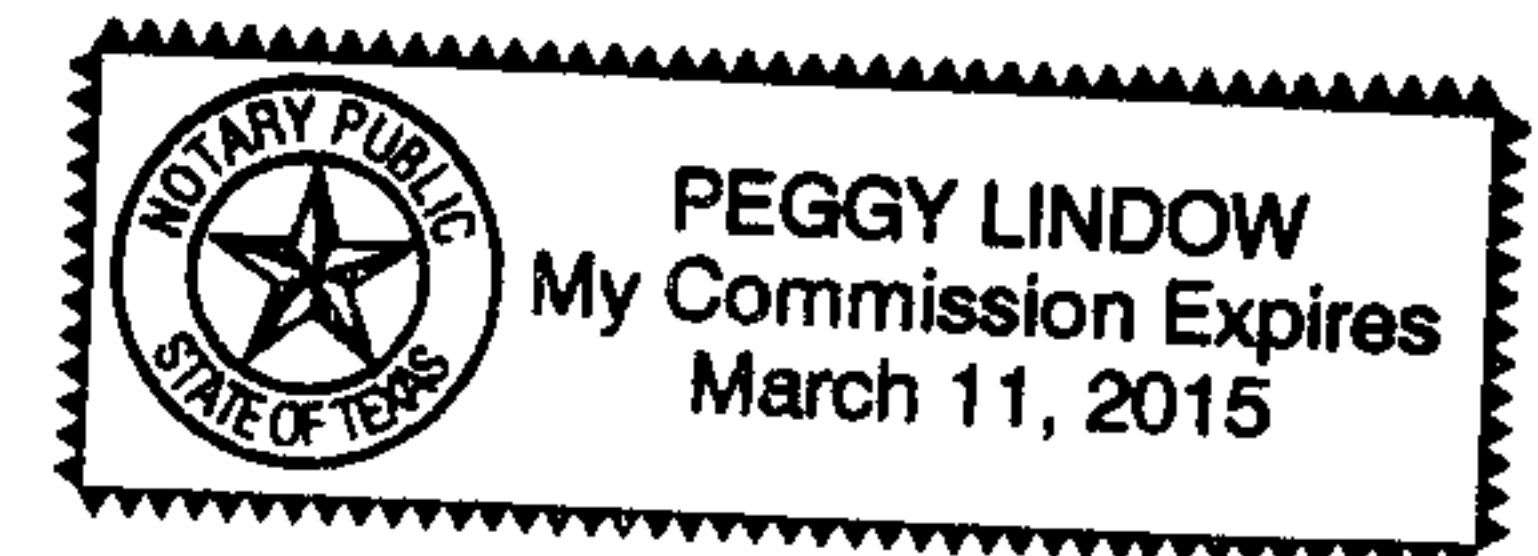
GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 21st day of November, 2012.

  
Notary Public  
My Commission Expires: 3-11-2015

[SEAL]

This instrument prepared by and upon recording should be returned to:

James J. Sledge, Esq.  
ROSEN, COOK, SLEDGE, DAVIS,  
CADE & SHATTUCK, P.A.  
2117 Jack Warner Parkway  
Post Office Box 2727  
Tuscaloosa, Alabama 35403



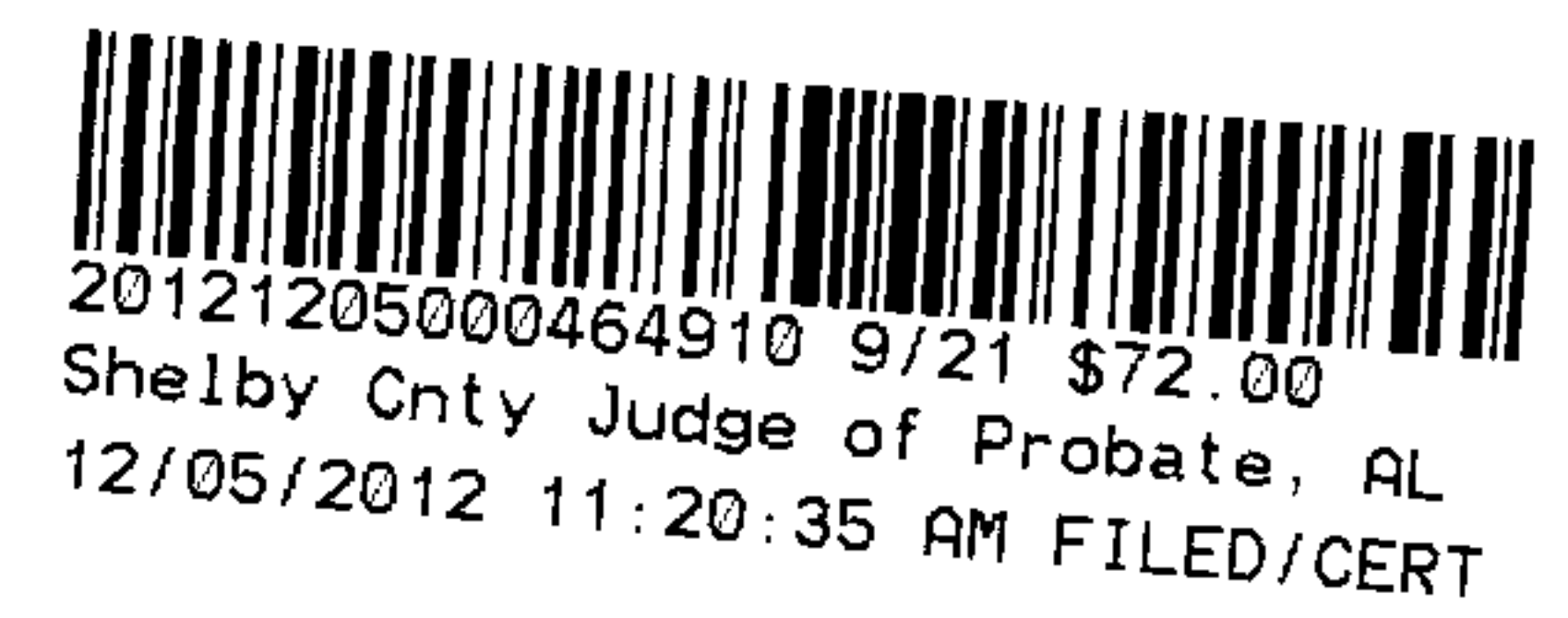
Exhibits Attached:

**EXHIBIT "A": Form of Access Easement**

**EXHIBIT "B": Form of Cross-Easement for Ingress and Egress**

**EXHIBIT "C": Form of Utility Easement**

**EXHIBIT "D": Deeds**





**EXHIBIT "A"**

STATE OF \_\_\_\_\_,  
COUNTY OF \_\_\_\_\_,

**FORM OF  
ACCESS EASEMENT**

**THIS ACCESS EASEMENT** (the "Agreement") made and entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **UNITED STATES STEEL CORPORATION**, a Delaware corporation, successor (by conversion) to United States Steel LLC and remote successor to USX Corporation (hereafter "USS") and **RGGS LAND & MINERALS, LTD., L.P.**, a Delaware limited partnership (hereafter "RGGS").

**WITNESSETH**

**WHEREAS**, USS is owner of the real property described Exhibit "A" (the "USS Property"); and

**WHEREAS**, RGGS is the owner of the real property described Exhibit "B" (the "RGGS Property");  
and

**WHEREAS**, \_\_\_\_\_ (hereinafter "Grantor") desires to grant unto \_\_\_\_\_ (hereinafter "Grantee"), its successors, assigns, lessees, agents, employees, and invitees, a non-exclusive right, privilege, license and easement of passage and use, for the purposes of access to and from the \_\_\_\_\_ Property over and upon the \_\_\_\_\_ Property, consisting of a \_\_\_\_\_ (\_\_\_\_) foot wide right of way as depicted in Exhibit "C" (the "Easement Property"); and

**WHEREAS**, Grantee desires to improve the Easement Property for its non-exclusive use for the purpose of access, and to keep the improvements located thereon in good condition and repair, and to provide the indemnity set forth below

**NOW THEREFORE**, for and in consideration of the mutual promises and covenants contained herein, and further, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by Grantee to Grantor, Grantor and Grantee hereby agree as follows:

1. Grantor does hereby grant unto Grantee, its, successors, assigns, lessees, agents, employees, and invitees, the non-exclusive right, privilege, license and easement of passage and use, for the purpose of access, from and to the \_\_\_\_\_ Property over and upon the Easement Property; provided however, that this easement shall not under any circumstances be construed as a dedication of any portion of the Easement Property to the public; and provided further, however, that this easement shall not under any circumstances be construed as a divestment of any rights held by Grantor, its successors or assigns other than for an easement for access.

2. Grantee may improve the Easement Property with a new road or roads, so long as any new road or roads do not unreasonably interfere with the Grantor's use of the Grantor's Property.

3. Grantee hereby covenants and agrees for itself and its successors and assigns that they will defend, indemnify and hold Grantor (including Grantor's directors, officers, employees and agents, and the directors, partners, officers, employees and agents of the partners of or in Grantor), and Grantor's successors





and assigns, harmless from and against any Liability suffered by Grantor as a result of the use of the easements granted herein.

4. Grantee, its, successors and assigns, hereby acknowledge that this easement is permissive and granted for convenience only, and shall not be construed as hostile or adverse to Grantor, its successors or assigns, so as to result in the loss of any property rights held by Grantor, its successors and assigns, by adverse possession or prescription.

5. Grantor shall have the right, upon sixty (60) days written notice to Grantee, to require that the easement and any improvements located thereon be relocated, from time to time, with the cost of relocation of such improvements, routes, construction of such new routes, and other costs, including, but not limited to, any surveys or permits necessary, or the preparation and recordation of any necessary amendments, being borne by Grantor.

**IN WITNESS WHEREOF**, this Agreement is effective as of the date first set forth above.

UNITED STATES STEEL CORPORATION

ATTEST:

By: \_\_\_\_\_

Title: Assistant Secretary

By: \_\_\_\_\_

Garrett F. Hurley

Title: President

USS Real Estate, a division of  
United States Steel Corporation

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that Garrett 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 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 26<sup>th</sup> day of February, 2004.

[SEAL]

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



RGGS LAND & MINERALS, LTD., L.P.

By Gordy Oil Company, a Texas  
Corporation, Its General Partner

By: \_\_\_\_\_

Russell D. Gordy

Its: President \_\_\_\_\_

STATE OF TEXAS     )  
COUNTY OF HARRIS    )

I, \_\_\_\_\_, a Notary Public, in and for said County in said State,  
hereby certify that Russell D. Gordy, whose name as President of Gordy Oil Company, a Texas Corporation, general  
partner of RGGS Land & Minerals, Ltd., L.P., a Delaware Limited Partnership, 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, as  
such officer and with full authority, executed the same voluntarily for and as the act of said limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 26<sup>th</sup> day of February, 2004.

[SEAL]

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

This Instrument Prepared By:  
James J. Sledge  
ROSEN, COOK, SLEDGE, DAVIS,  
CADE & SHATTUCK, P.A.  
2117 Jack Warner Parkway  
Post Office Box 2727  
Tuscaloosa, Alabama 35403

**EXHIBIT "A"**

**USS PROPERTY DESCRIPTION**

**EXHIBIT "B"**

**RGGS PROPERTY DESCRIPTION**

**EXHIBIT "C"**

**EASEMENT PROPERTY DESCRIPTION**





**EXHIBIT "B"**

STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ :

**FORM OF**  
**CROSS EASEMENT FOR INGRESS AND EGRESS**

THIS CROSS-EASEMENT FOR INGRESS AND EGRESS (herein "Agreement") is made and entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the parties who own the property recited as follows:

(A) **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"), which owns property located in \_\_\_\_\_ County, \_\_\_\_\_ more particularly described on **Exhibit "A"** attached hereto and made a part hereof by reference (the "USS Parcel"), and

(B) **RGGS LAND & MINERALS, LTD., L.P.**, a Delaware limited partnership (hereinafter "RGGS") which owns property located in \_\_\_\_\_ County, \_\_\_\_\_ more particularly described on **Exhibit "B"** attached hereto and made a part hereof by reference (the "RGGS Parcel").

The USS Parcel and the RGGS Parcel are neighboring parcels, and the parties hereto desire to grant to one another a non-exclusive cross-easement for ingress and egress over and through their respective parcels.

1. **GRANT OF EASEMENT OF INGRESS AND EGRESS.** USS does hereby grant and convey to RGGS, its successors and assigns, a non-exclusive cross-easement for ingress and egress to, from, over, through, and across those specific roads, alleys, streets, parking lots or the like located on the USS Parcel, as depicted on **Exhibit "C"**, so as to provide RGGS ingress and egress to and from a publicly dedicated street, road or highway.

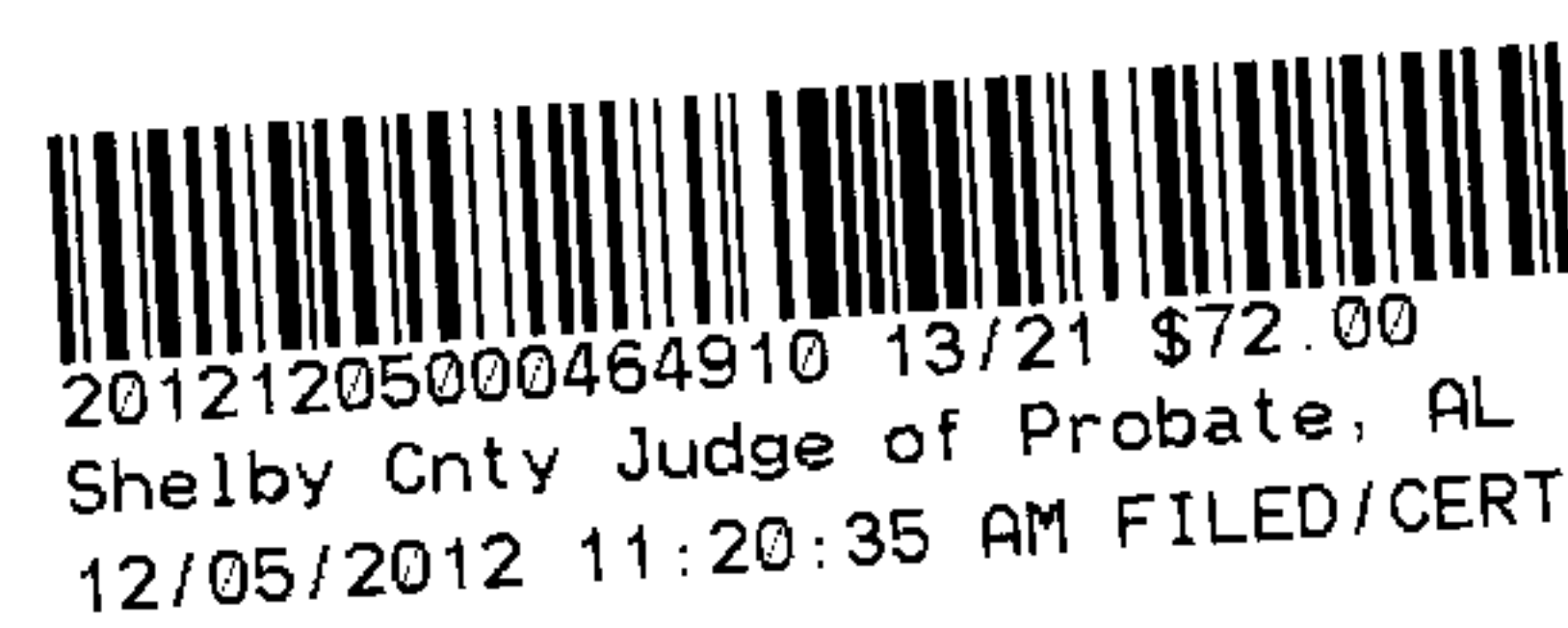
RGGS does hereby grant and convey to USS, its successors and assigns, a non-exclusive cross-easement for ingress and egress to, from, over, through, and across those specific roads, alleys, streets, parking lots or the like located on the RGGS Parcel, as depicted on **Exhibit "C"**, so as to provide USS ingress and egress to and from a publicly dedicated street, road or highway.

The location of such rights of way for ingress and egress may be varied from time to time by the parties and/or by the surface owner of such parcel, if any, so long as it provides reasonable access to and from the various parcels involved.

2. **MUTUAL BENEFIT.** The easements granted and conveyed hereby are for the mutual benefit of the respective parcels for the respective parties and each of their respective heirs, successors and assigns.

3. **INDEMNIFICATION.**

3.1 **USS Indemnification.** To the extent permitted by law, USS, from and after the date hereof, shall defend, indemnify and hold RGGS (including RGGS's partners, officers, employees and agents,





and the directors, partners, officers, employees and agents of the partners of RGGS) harmless from and against any and all damage, loss, cost, expense, obligation, claim or liability, including reasonable counsel fees and reasonable expenses of investigating, defending and prosecuting litigation ("Liability"), suffered by RGGS as a result of the use of the easements described herein.

3.2. RGGS Indemnification. To the extent permitted by law, Buyer, from and after the date hereof, shall defend, indemnify and hold USS (including USS's directors, officers, employees and agents, and the directors, partners, officers, employees and agents of any partners of USS) harmless from and against any and all Liability suffered by USS as a result of the use of the easements described herein.

4. **BINDING EFFECT OF EASEMENT; ACTIONS TO ENFORCE EASEMENTS.**

All easements granted hereunder, including all terms and provisions contained herein, apply to all parcels and shall bind all parties, their respective successors, heirs, and assigns. Further, they shall run with the land and shall pass with each conveyance of each parcel. Each parcel shall be the dominant estate insofar as it is benefited by the terms and provisions contained herein. Each parcel shall be the subservient estate insofar as it is burdened thereby.

If any party, or its respective successors or assigns, violates or threatens to violate any part of this Agreement, the other party, or its respective successors or assigns, shall have the right to enjoin such violation or threaten violation any court of competent jurisdiction and recover damages.

If either party, its successors or assigns, brings an action in any court of competent jurisdiction to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys fees and all costs, which sum shall be included in any judgment entered in favor of the prevailing party.

5. **TERM OF AGREEMENT.** The easements as contained herein shall have perpetual duration.

6. **RELOCATION.** Grantor shall have the right, upon sixty (60) days written notice to Grantee, to require that the easement and any improvements located thereon be relocated, from time to time, with the cost of relocation of such improvements, routes, construction of such new routes, and other costs, including, but not limited to, any surveys or permits necessary, or the preparation and recordation of any necessary amendments, being borne by Grantor.

7. **MODIFICATION AND TERMINATION.** Except as otherwise stated herein, this agreement or any of its provision, conditions, covenants or restrictions may not be modified, extended or terminated without the consent of all parties, or their respective successors, heirs, and assigns, in writing, which shall be recorded in the real property records of \_\_\_\_\_ County, \_\_\_\_\_.

8. **SEVERABILITY OF VOID PROVISIONS.** If any provision, condition, covenant or other clause, sentence or phrase in this Agreement shall become null, void or illegal for any reason, or held to be so by any court of competent jurisdiction, the remaining portion shall remain in full force and effect.

9. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective the date first above written.



UNITED STATES STEEL CORPORATION

ATTEST:

By: \_\_\_\_\_

Title: Assistant Secretary

By: \_\_\_\_\_

Garrett F. Hurley

Title: President

USS Real Estate, a division of  
United States Steel Corporation

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that Garrett 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 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 26<sup>th</sup> day of February, 2004.

[SEAL]

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

RGGS LAND & MINERALS, LTD., L.P.

By Gordy Oil Company, a Texas  
Corporation, Its General Partner

By: \_\_\_\_\_

Russell D. Gordy

Its: President \_\_\_\_\_

STATE OF TEXAS       )  
COUNTY OF HARRIS    )

I, \_\_\_\_\_, a Notary Public, in and for said County in said State,  
hereby certify that Russell D. Gordy, whose name as President of Gordy Oil Company, a Texas Corporation, general  
partner of RGGS Land & Minerals, Ltd., L.P., a Delaware Limited Partnership, 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, as  
such officer and with full authority, executed the same voluntarily for and as the act of said limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 26<sup>th</sup> day of February, 2004.

[SEAL]

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

This Instrument Prepared By:  
James J. Sledge  
ROSEN, COOK, SLEDGE, DAVIS,  
CADE & SHATTUCK, P.A.  
2117 Jack Warner Parkway  
Post Office Box 2727  
Tuscaloosa, Alabama 35403

**SOURCES OF TITLE:**

Deed Book \_\_\_\_\_ at Page \_\_\_\_\_

Deed Book \_\_\_\_\_ at Page \_\_\_\_\_

**EXHIBIT "A"**

**USS Parcel**

**EXHIBIT "B"**

**RGGS Parcel**

**EXHIBIT "C"**

**Location of Cross-Easement for Ingress and Egress**



**EXHIBIT "C"**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

**FORM OF  
UTILITY EASEMENT**

**THIS UTILITY EASEMENT** (herein "Agreement"), made and entered into by and between **UNITED STATES STEEL CORPORATION**, a Delaware corporation, successor (by conversion) to United States Steel LLC and remote successor to USX Corporation (hereafter "USS") and **RGGS LAND & MINERALS, LTD., L.P.**, a Delaware limited partnership (hereafter "RGGS").

**WITNESSETH:**

That for and in consideration of the sum of One Dollar and other good and valuable consideration in hand paid to \_\_\_\_\_ by \_\_\_\_\_, the receipt and legal sufficiency of which is hereby acknowledged by \_\_\_\_\_, \_\_\_\_\_ (hereafter "Grantor") does hereby grant, bargain, sell and convey unto \_\_\_\_\_ (hereafter "Grantee"), its successors and assigns from the date hereof a perpetual easement and right-of-way over, on, upon, under, through, and across that certain real property owned by Grantor in \_\_\_\_\_ County, \_\_\_\_\_, said easement and right-of-way being more particularly described on **Exhibit "A,"** which is attached hereto and incorporated herein by reference as if fully set out herein verbatim (the "Utility Easement").

[ **FOR PIPELINE:** The Utility Easement herein granted to Grantee shall be used for the purposes of laying, using, constructing, erecting, installing, maintaining, operating, improving, renewing, repairing, and/or removing an underground pipeline over, under and through the Utility Easement at a depth of at least thirty (30) inches below the surface of the ground or a greater depth as may reasonably be required by Grantor or its contractors, agents, or lessees to accommodate the specific use of the surface as contemplated by Grantor, its contractors, agents, or lessees. Grantor shall take care, and cause its contractors to take care, to avoid disturbance of such pipelines, together with the right to construct, use, erect, install, maintain, operate, improve or remove such above-ground pipeline markers and above-ground cathodic protection heads and related facilities as are required in the Grantee's discretion, for the area described on said **Exhibit "A."** Grantor shall have the right to use and enjoy the real property within the Utility Easement, provided such use does not unreasonably interfere with Grantee's rights granted hereby. Grantor shall not construct any lakes, reservoirs, structures, or obstructions within the Utility Easement without Grantee's prior written consent, which will not be unreasonably withheld or delayed; provided, however, that Grantor shall be entitled to construct new roads over the Utility Easement as long as Grantor gives ninety (90) days advanced written notice to Grantee addressed to Grantee at \_\_\_\_\_, including in said notice full particulars relating to the location and design of the proposed road, in order that Grantee may take such steps at its cost during said ninety (90) day period as it deems advisable to protect its pipeline and related facilities from damage caused by said road or the use thereof. Grantee shall have the right to clear the Utility Easement and keep the same free from all trees, underbrush and other obstructions.]

[ **FOR ABOVE GROUND UTILITY:** The Utility Easement herein granted to Grantee shall be used for the purposes of the construction, operation and maintenance of one or more electric transmission and distribution lines, including wires, poles, "H" frame structures, towers, anchors, guys telephone and telegraph lines and appurtenant equipment, in, over upon, across and through the Utility Easement, together with the



right and privilege to reconstruct , inspect, alter, improve, remove or relocate such transmission and distribution lines as are required in Grantee's discretion, for the area described on said Exhibit "A." Grantor shall have the right to use and enjoy the real property within the Utility Easement, provided such use does not unreasonably interfere with Grantee's rights granted hereby. Grantee shall have the right to cut and keep clear all trees and undergrowth, and other obstructions within said right-of-way that may interfere with the proper construction, operation and maintenance of said transmission or distribution lines.]

In addition to the consideration for the easements described above, Grantor hereby acknowledges receipt of full consideration for damage to Grantor's growing crops, timber, personal property, and surface damage in the easement area and does hereby permanently release Grantee and its employees, officers, directors, agents, and attorneys, and their respective heirs, personal representatives, successors, and assigns from liability associated with such damage. Grantor further grants to Grantee the right to discharge or redeem on behalf of Grantor, in whole or in part, any mortgages, tax or other liens on land that includes the easement area and to be subrogated to all rights of Grantor that may lawfully arise from Grantee's said discharge or redemption.

Grantee shall restore any damage to Grantor's property caused by the exercise by Grantee of any rights hereunder.

Grantee hereby covenants and agrees for itself and its successors and assigns that they will defend, indemnify and hold Grantor (including Grantor's directors, officers, employees and agents), and Grantor's successors and assigns, harmless from and against any Liability suffered by Grantor as a result of the use of the easements granted herein (other than claims arising from title defects of the Grantor.)

The rights-of-way, easements, rights and privileges herein granted shall be perpetual and shall be terminated only when, or at such time as, all the purposes hereof cease to exist and are abandoned by Grantee by a duly adopted resolution which shall declare such abandonment. Grantor herein binds itself, and its successors, assigns, grantees, and legal representatives to defend at Grantor's expense the above-described easements and rights-of-way unto Grantee, its successors, assigns against every person whomsoever claiming by, through or under Grantor (including, without limitation any matter preventing free and unobstructed use of said easements and rights-of-way or any part thereof by Grantee.

The Grantor shall have the right, upon sixty (60) days written notice to Grantee, to require that the easement and any improvements located thereon be relocated, from time to time, with the cost of relocation of such improvements, routes, construction of such new routes, and other costs, including, but not limited to, any surveys or permits necessary, or the preparation and recordation of any necessary amendments, being borne by Grantor.

This instrument shall be binding on, and shall inure to the benefit of, the successors, assigns, and grantees of the parties hereto and constitutes a covenant running with the lands of Grantor.

**TO HAVE AND TO HOLD** said easement and right-of-way perpetually to Grantee, its successors, assigns, and grantees forever.

**IN WITNESS WHEREOF**, this Easement and Right-of-Way is executed this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.



UNITED STATES STEEL CORPORATION

ATTEST:

By: \_\_\_\_\_

Title: Assistant Secretary

By: \_\_\_\_\_

Garrett F. Hurley

Title: President

USS Real Estate, a division of  
United States Steel Corporation

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that Garrett 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 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 26<sup>th</sup> day of February, 2004.

[SEAL]

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

RGGS LAND & MINERALS, LTD., L.P.  
By Gordy Oil Company, a Texas  
Corporation, Its General Partner  
By: \_\_\_\_\_

Russell D. Gordy  
Its: President \_\_\_\_\_

STATE OF TEXAS       )  
COUNTY OF HARRIS    )

I, \_\_\_\_\_, a Notary Public, in and for said County in said State,  
hereby certify that Russell D. Gordy, whose name as President of Gordy Oil Company, a Texas Corporation, general  
partner of RGGS Land & Minerals, Ltd., L.P., a Delaware Limited Partnership, 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, as  
such officer and with full authority, executed the same voluntarily for and as the act of said limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 26<sup>th</sup> day of February, 2004.

[SEAL]

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

This Instrument Prepared By:  
James J. Sledge  
ROSEN, COOK, SLEDGE, DAVIS,  
CADE & SHATTUCK, P.A.  
2117 Jack Warner Parkway  
Post Office Box 2727  
Tuscaloosa, Alabama 35403

**EXHIBIT "A"**  
**Utility Easement Property Description**



## **Exhibit D**

### **Deeds**

1. That certain Special Warranty Deed to Minerals, dated February 26, 2004, recorded in the Office of the Judge of Probate of Shelby County, Alabama, at Instrument No. 20040323000148570.
2. That certain Special Warranty Deed to Minerals without Surface Rights as to Some Parcels, dated February 26, 2004, recorded in the Office of the Judge of Probate of Shelby County, Alabama, at Instrument No. 20040323000148630.

