## \$1.55 Federal Stamps Cancelled on this instrument

## AGREEMENT

THIS AGREEMENT, entered into this 30th day of September, 1942, between TENNESSEE COAL, IRON AND RAILROAD COMPANY, a corporation organized under the laws of the State of Tennessee, hereinafter for convenience called "Grantor", party of the first part, and PLANTATION PIPE LINE COMPANY, a corporation organized under the laws of the State of Delaware, hereinafter for convenience called "Grantee", party of the second part; WITNESSETH: WHEREAS, by instrument of agreement dated the 10th day of October, 1941, the Grantor granted and conveyed unto the Grantee the right to construct, operate, maintain and remove a pipe line not to exceed fourteen inches (14") in diameter in, over and across certain lands described in said agreement; and

whereas, said agreement provided, among other things, that after said pipe line had been constructed and the correct location of the center line thereof determined by survey and maps prepared showing such center line, the parties hereto shall execute a substitute for said agreement of October 10, 1941, which shall contain all of the provisions therein except that it would include an accurate description of the center line of said pipe line as determined by said survey and would have a map attached thereto indicating the location of said center line and express the consideration to be determined as therein provided as having been paid in cash; and

WHEREAS, said survey and maps have been completed and the parties hereto desire to enter into the substitute agreement for said agreement dated the 10th day of October, 1941, as provided for therein:

## THEREFORE:

- (1) Grantor, in consideration of the premises and of the covenants of Grantee as hereinafter expressed to be kept and performed, and in further consideration of the sum of One Thousand Four Hundred Fifty-Seven and 40/100 Dollars (1457.40) in hand paid to the Grantor by the Grantee, the receipt whereof is acknowledged, and to the extent of the ownership of the Grantor in the hereinafter described lands located in Shelby County, Alabama, hereby grants and conveys to Grantee the right to construct, operate, maintain and remove a pipe line not to exceed fourteen (14) inches in diameter in, over and across a right of way thirty feet (30°) in width, being fifteen feet (15°) wide on each side of said center line and extending through the North half of North-West quarter of Section 28; North half of North-East quarter; East half of North-West quarter; South-West quarter of North-West quarter; North-West quarter of South-West quarter of Section 29; North-East quarter of South-East quarter; South-West quarter of South-East quarter of Section 30; North-East quarter of North-West quarter and South-West quarter of North-West quarter of Section 31, Township 20 South, Range 3 West; South-East quarter of North-East quarter; North half of South-East quarter; East half of South-West quarter and South-West quarter of South-West quarter of Section 36, Township 20 South, Range 4 West; North-West quarter of North-West quarter of Section 1; East half of North-East quarter; South-West quarter of North-East quarter; North-West quarter of South-East quarter; South half of North-West quarter of Section 2; South half of North half of Section 3; South-West quarter of North-East quarter; South half of North-West quarter of Section 4; South-East quarter of North-East quarter; North-West quarter of South-East quarter; North half of South-West quarter of Section 5, and North-East quarter of South-West quarter of Section 6, Township 21 South, Range 4 West, said center line being located as shown by three maps hereto attached, marked respectively "Exhibit A", "Exhibit B", and "Exhibit C", and made a part hereof, and described as follows:
  - (a) Begin at the southeast corner of North-East quarter of South-West quarter of said Section 6, Township 21 South, Range 4 West; thence in a westerly direction along the south boundary of said quarter-quarter section 168.2 feet to point of beginning of center line herein described; thence turning an angle of 162 degrees and 34 minutes to the right in a northeasterly direction 175.4 feet to intersection with the east boundary of said quarter-quarter section, said east boundary forming an angle of 106 degrees and 33 minutes to the right from said center line, said intersection being 52.5 feet north of the southeast corner of said quarter-quarter section and being terminus of center line herein described in this Paragraph (a);

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- (b) Begin at the southwest corner of the North half of South-West quarter of said Section 5, Township 21 South, Range 4 West; thence in a northerly direction along the west boundary of said helf-quarter section 653.0 feet to point of beginning of center line herein described; thence turning an angle of 83 degrees and 04 minutes to the right in a northeasterly direction 174.5 feet; thence turning anangle of 00 degrees and 48 minutes to the left in a northeasterly direction 893.9 feet; thence turning an angle of 1 degree and 20 minutes to the left in a northeasterly direction 159.3 feet; thence turning an angle of 1 degree and 39 minutes to the right in a northeasterly direction 300.0 feet; thence turning an angle of 00 degrees and 34 minutes to the left in a northeasterly direction 541.8 feet; thence turning an angle of 00 degrees and 32 minutes to the right in a northeasterly direction 701.8 feet; thence turning an angle of 00 degrees and 49 minutes to the left in a northeasterly direction 398.4 feet; thence turning an angle of 00 degrees and 40 minutes to the right in a northeasterly direction 158.0 feet; thence turning an angle of 1 degree and 09 minutes to the left in a northeasterly direction 100.0 feet; thence turning an angle of 1 degree and 15 minutes to the right in a northeasterly direction 300.0 feet; thence turning an angle of 00 degrees and 46 minutes to the right in a northeasterly direction 100.0 feet; thence turning an angle of 00 degrees and 52 minutes to the left in a northeasterly direction 200.0 feet to intersection with the east boundary of North-West quarter of South-East quarter of Section 5, said east boundary forming an angle of 82 degrees and 19 minutes to the left from said center line, said intersection being 84.3 feet south of the northeast corner of said quarter-quarter section, and being terminus of center line herein described in this Paragraph (b);
- (c) Begin at the southeast corner of the South-East quarter of North-East quarter of said Section 5, Township 21 South, Range 4 West; thence in a westerly direction along the south boundary of said quarter-quarter section 789.0 feet to point of beginning of center line herein described; thence turning an angle of 171 degrees and 16 minutes to the right in a northeasterly direction 239.7 feet; thence turning an angle of 4 degrees and 47 minutes to the left in a northeasterly direction 2018.1 feet; thence turning an angle of 15 degrees and 58 minutes to the right in an easterly direction 491.7 feet; thence turning an angle of 7 degrees and 39 minutes and 30 seconds to the left in a northeasterly direction 124.0 feet; thence turning an angle of 4 degrees and 07 minutes to the left in a northeasterly direction 375.0 feet; thence turning an angle of 00 degrees and 27 minutes and 30 seconds to the right in a northeasterly direction 491.5 feet; thence turning an angle of 4 degrees and 27 minutes to the right in a northeasterly direction 695.5 feet; thence turning an angle of 4 degrees and 37 minutes to the left in a northeasterly direction 413.0 feet to intersection with the east boundary of South-West quarter of North-East quarter of Section 4, said east boundary forming an angle of 81 degrees and 33 minutes to the left from said center line, said intersection being 587.9 feet south of the northeast corner of said quarter-quarter section and being terminus of center line herein described in this Paragraph (c);
- (d) Begin at the northwest corner of South half of North half of said Section 3, Township 21 South, Range 4 West; thence in a southerly direction along the west boundary of said half-half section 361.0 feet to point of beginning of center line herein described; thence turning an angle of 98 degrees and 24 minutes to the left

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in a northeasterly direction 286.8 feet; thence turning an angle of 00 degrees and 30 minutes to the left in a northeasterly direction 300.0 feet; thence turning an angle of 00 degrees and 43 minutes to the left in a northeasterly direction 200.0 feet; thence turning an angle of 00 degrees and 43 minutes to the right in a northeasterly direction 912.1 feet; thence turning an angle of 00 degrees and 17 minutes to the right in a northeasterly direction 639.1 feet; thence turning an angle of 17 degrees and 48 minutes and 30 seconds to the right in a southeasterly direction 598.8 feet; thence turning an angle of 1 degree and 09 minutes to the right in a southeasterly direction 250.05 feet; thence turning an angle of 2 degrees and 45 minutes to the left in a southeasterly direction 182.2 feet; thence turning an angle of 2 degrees and 19 minutes to the right in a southeasterly direction 160.0 feet; thence turning an angle of 00 degrees and 43 minutes to the left in a southeasterly direction 900.0 feet; thence turning an angle of 00 degrees and 34 minutes to the left in a southeasterly direction 200.0 feet; thence turning an angle of 00 degrees and 34 minutes to the right in a southeasterly direction 500.0 feet; thence turning an angle of 2 degrees and 22 minutes to the right in a southeasterly direction 202.8 feet; thence turning an angle of 3 degrees and 12 minutes and 30 seconds to the right in a southeasterly direction 66.7 feet to intersection with the east boundary of said South half of North half of Section 3, said east boundary forming an angle of 104 degrees and 25 minutes and 30 seconds to the left from said center line, said intersection being 506.0 feet south of the northeast corner of said half-half section; thence continuing in a southeasterly direction along a projection of the last described course 198.9 feet; thence turning an angle of 00 degrees and 51 minutes and 30 seconds to the right in a southeasterly direction 900.0 feet; thence turning an angle of 00 degrees and 12 minutes to the right in a southeasterly direction 300.0 feet; thence turning an angle of 00 degrees and 22 minutes to the right in a southeasterly direction 300.0 feet; thence turning an angle of 00 degrees and 34 minutes to the left in a southeasterly direction 150.0 feet; thence turning an angle of 01 degree and 09 minutes to the right in a southeasterly direction 150.0 feet; thence turning an angle of 2 degrees and 52 minutes to the left in a southeasterly direction 100.05 feet; thence turning an angle of 1 degree and 43 minutes to the right in a southeasterly direction 565.0 feet; thence turning an angle of 2 degrees and 05 minutes to the right in a southeasterly direction 110.07 feet; thence turning an angle of 6 degrees and 27 minutes to the left in a southeasterly direction 140.4 feet; thence turning an angle of 1 degree and 21 minutes to the right in a southeasterly direction 70.4 feet; thence turning an angle of 40 degrees and 07 minutes and 30 seconds to the left in a northeasterly direction 56.4 feet; thence turning an angle of 9 degrees and 37 minutes to the left in a northeasterly direction 155.1 feet; thence turning an angle of Ol degree and 51 minutes to the left in a northeasterly direction 400.0 feet; thence turning an angle of 00 degrees and 34 minutes and 30 seconds to the right in a northeasterly direction 200.0 feet; thence turning an angle of 00 degrees and 34 minutes and 30 seconds to the right in a northeasterly direction 300.0 feet; thence turning an angle of 1 degree and 09 minutes to the left in a northeasterly direction 500.0 feet; thence turning an angle of 1 degree and 17 minutes to the left in a northeasterly direction 200.05 feet; thence turning an angle of 1 degree and 17 minutes to the right in a northeasterly direction 200.0 feet; thence turning an angle of 1 degree and 00 minutes to the right in a northeasterly direction 200.05 feet; thence turning an angle of 1 degree and 00 minutes to the left in a northeasterly direction 300.0 feet; thence turning an angle of 00 degrees and 51 minutes and 30 seconds to the right in a northeasterly direction 200.0 feet; thence turning an angle of 1 degree and 08 minutes and 30 seconds to the left in a

northeasterly direction 200.0 feet; thence turning an angle of 1 degree and 03 minutes to the left in a northeasterly direction 146.95 feet to intersection with the east boundary of East half of North-East quarter of said Section 2, said east boundary forming an angle of 51 degrees and 01 minute and 30 seconds to the left from said center line, said intersection being 725.5 feet south of the northeast corner of said half-quarter section; thence continuing in a northeasterly direction along a projection of the last described course 153.15 feet; thence turning an angle of 1 degree and 20 minutes to the right in a northeasterly direction 225.0 feet; thence turning an angle of 1 degree and 22 minutes and 30 seconds to the right in a northeasterly direction 125.0 feet; thence turning an angle of 1 degree and 22 minutes and 30 seconds to the left in a northeasterly direction 250.0 feet; thence turning an angle of 1 degree and 43 minutes to the left in a northeasterly direction 100.05 feet; thence turning an angle of 1 degree and 43 minutes to the right in a northeasterly direction 804.55 feet; thence turning an angle of 1 degree and 12 minutes to the left in a northeasterly direction 95.5 feet; thence turning an angle of 00 degrees and 34 minutes and 30 seconds to the left in a northeasterly direction 45.0 feet; thence turning an angle of 1 degree and 15 minutes and 30 seconds to the right in a northeasterly direction 200.0 feet; thence turning an angle of 1 degree and 09 minutes to the left in a northeasterly direction 100.0 feet; thence turning an angle of 1 degree and 43 minutes and 30 seconds to the right in a northeasterly direction 100.0 feet; thence turning an angle of 00 degrees and 34 minutes and 30 seconds to the left in a northeasterly direction 600.0 feet; thence turning an angle of 00 degrees and 34 minutes and 30 seconds to the left in a northeasterly direction 100.0 feet; thence turning an angle of 00 degrees and 34 minutes and 30 seconds to the right in a northeasterly direction 200.0 feet; thence turning an angle of 1 degree and 43 minutes to the right in a northeasterly direction 100.05 feet; thence turning an angle of 1 degree and 43 minutes to the left in a northeasterly direction 100.0 feet; thence turning an angle of 1 degree and 09 minutes to the right in a northeasterly direction 100.03 feet; thence turning an angle of 1 degree and 09 minutes to the left in a northeasterly direction 890.0 feet; thence turning an angle of 2 degrees and 24 minutes to the right in a northeasterly direction 72.05 feet; thence turning an angle of 2 degrees and 24 minutes to the left in a northeasterly direction 138.0 feet; thence turning an angle of 1 degree and 27 minutes to the left in a northeasterly direction 118.54 feet; thence turning an angle of 4 degrees and 58 minutes to the right in a northeasterly direction 81.65 feet; thence turning an angle of 13 degrees and 05 minutes and 30 seconds to the right in a northeasterly direction 37.35 feet; thence turning an angle of 9 degrees and 04 minutes to the right in a northeasterly direction 64.0 feet; thence turning an angle of 3 degrees and 36 minutes to the right in a northeasterly direction 63.6 feet; thence turning an angle of 2 degrees and 42 minutes to the left in a northeasterly direction 100.0 feet; thence turning an angle of 8 degrees and 00 minutes to the left in a northeasterly direction 43.7 feet; thence turning an angle of 33 degrees and 56 minutes and 30 seconds to the left in a northeasterly direction 167.0 feet; thence turning an angle of 6 degrees and 17 minutes to the left in a northeasterly direction 100.6 feet; thence turning an angle of 18 degrees and 09 minutes to the left in a northeasterly direction 24.15 feet; thence turning an angle of 30 degrees and 29 minutes and 30 seconds to the right in a northeasterly direction 196.6 feet; thence turning an angle of 10 degrees and 46 minutes and 30 seconds to the right in a northeasterly direction 155.0 feet; thence turning an angle of 00 degrees and 36 minutes to the right in a northeasterly direction 100.05 feet; thence turning an angle of 2 degrees and 17 minutes and 30 seconds to the left in a northeasterly direction 100.0 feet; thence turning an angle of 00 degrees and 34 minutes and 30 seconds to the right in a northeasterly direction 600.0 feet; thence turning an angle of 1 degree and 09 minutes to the right in a northeasterly direction 100.0 feet; thence turning an angle of 1 degree and 43

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- (e) Begin at the southwest corner of North-East quarter of North-West quarter of said section 31, Township 20 South, Range 3 West; thence in a northerly direction along the west boundary of said quarter-quarter section 611.3 feet to point of beginning of center line herein described; thence turning an angle of 50 degrees and 39 minutes to the right in a northeasterly direction 423.4 feet; thence turning an angle of 1 degree and 09 minutes to the left in a northeasterly direction 200.0 feet; thence turning an angle of 1 degree and 26 minutes to the right in a northeasterly direction 200.0 feet; thence turning an angle of 00 degrees and 17 minutes and 30 seconds to the right in a northeasterly direction 300.0 feet to intersection with the north boundary of said North-East quarter of North-West quarter of Section 31, said north boundary forming an angle of 39 degrees and 27 minutes to the right from said center line, said intersection being 447.5 feet west of the northeast corner of said quarter-quarter section and being terminus of center line herein described in this Paragraph (e);
- (f) Begin at the southwest corner of South-West quarter of South-East quarter of said Section 30, Township 20 South, Range 3 West; thence in a northerly direction along the west boundary of said quarter-quarter section 375.5 feet to point of beginning of center line herein described; thence turning an angle of 50 degrees and 05 minutes to the right in a northeasterly direction 256.6 feet; thence turning an angle of 1 degree and 09 minutes to the right in a northeasterly direction 100.0 feet; thence turning an angle of 1 degree and 09 minutes to the left in a northeasterly direction 200.0 feet; thence turning an angle of 00 degrees and 20 minutes and 30 seconds to the left in a northeasterly direction 500.0 feet; thence turning an angle of 00 degrees and 54 minutes and 30 seconds to the right in a northeasterly direction 100.0 feet; thence turning an angle of 00 degrees and 34 minutes to the left in a northeasterly direction 355.8 feet to intersection with the north boundary of said South-West quarter of South-East quarter of Section 30, said north boundary forming an angle of 39 degrees and 29 minutes to the right from said center line, said intersection being 170.6 feet west of the northeast corner of said quarter-quarter section and being terminus of center line herein described in this Paragraph (f);
- (g) Begin at the southwest corner of North-East quarter of South-East quarter of said Section 30, Township 20 South, Range 3 West; thence in a northerly direction along the west boundary of said quarter-quarter section 141.4 feet to point of beginning of center line herein described; thence turning an angle of 50 degrees and 07 minutes to the right in a northeasterly direction 141.9 feet; thence turning an angle of 00 degrees and 34 minutes to the right in a northeasterly direction 200.0 feet; thence turning an angle of 00 degrees and 34 minutes to the left in a northeasterly direction 227.6 feet; thence turning an angle of 00 degrees and 32 minutes to the left in a northeasterly direction 172.4 feet; thence turning an angle of 00 degrees and 35 minutes to the left in a northeasterly direction 100.0 feet; thence turning en angle of 00 degrees and 35 minutes to the right in a northeasterly direction 100.0 feet; thence turning en angle of 00 degrees and 35 minutes to the right in a northeasterly direction 100.0 feet; thence turning

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an angle of 00 degrees and 35 minutes to the right in a northeasterly direction 100.0 feet; thence turning an angle of 00 degrees and 35 minutest to the left in a northeasterly direction 791.7 feet; thence turning an angle of 00 degrees and 25 minutes and 30 seconds to the right in a northeasterly direction 373.2 feet; thence turning an angle of 24 degrees and 49 minutes and 30 seconds to the right in an easterly direction 31.6 feet; thence turning an angle of 33 degrees and 51 minutes to the right in a southeasterly direction 181.0 feet; thence turning an angle of 40 degrees and 55 minutes to the left in a northeasterly direction 24.85 feet; thence turning an angle of 32 degrees and 31 minutes to the left in a northeasterly direction 260.95 feet; thence turning an angle of 1 degree and 46 minutes to the left in a northeasterly direction 260.05 feet; thence turning an angle of 10 degrees and 20 minutes to the right in a northeasterly direction 316.05 feet; thence turning an angle of 00 degrees and 20 minutes to the right in a northeasterly direction 230.0 feet; thence turning an angle of 2 degrees and 34 minutes to the right in a northeasterly direction 220.1 feet; thence turning an angle of 00 degrees and 57 minutes to the left in a northeasterly direction 200.0 feet; thence turning an angle of 00 degrees and 45 minutes to the left in a northeasterly direction 250.0 feet; thence turning an angle of 00 degrees 07 minutes to the left in a northeasterly direction 330;0 feet; thence turning an angle of 00 degrees and 16 minutes to the right ina northeasterly direction 220.0 feet; thence turning an angle of 1 degree and 42 minutes to the left in a northeasterly direction 100.0 feet; thence turning an angle of 2 degrees and 23 minutes to the right in a northeasterly direction 120.0 feet; thence turning an angle of 16 degrees and 25 minutes to the right in a northeasterly direction 120.1 feet; thence turning an angle of 31 degrees and 31 minutes to the right in a southeasterly direction 52.8 feet; thence turning an angle of 6 degrees and 06 minutes and 30 seconds to the right in a southeasterly direction 293.0 feet; thence turning an angle of 00 degrees and 24 minutes to the right in a southeasterly direction 100.0 feet; thence turning an angle of 00 degrees and 26 minutes and 30 seconds to the right in a southeasterly direction 390.0 feet; thence turning an angle of 00 degrees and 26 minutes and 30 seconds to the left in a southeasterly direction 290.0 feet; thence turning an angle of l degree and 11 minutes and 30 seconds to the right in a southeasterly direction 120.0 feet; thence turning an angle of 1 degree and 11 minutes and 30 seconds to the left in a southeasterly. direction 130.0 feet; thence turning an angle of 2 degrees and 12 minutes to the left in a southeasterly direction 300.2 feet; thence turning an angle of 5 degrees and 34 minutes to the right in a southeasterly direction 170.3 feet; thence turning an angle of 3 degrees and 22 minutes to the left in a southeasterly direction 200.0 feet; thence turning an angle of 1 degree and 10 minutes to the right in a southeasterly direction 200.1 feet; thence turning an angle of l degree and 10 minutes to the left in a southeasterly direction 656.2 feet to intersection with the east boundary of said Section 29, said east boundary forming an angle of 99 degrees and 48 minutes to the left from said center line, said intersection being 941.7 feet South of the northeast corner of said Section 29; thence continuing in a southeasterly direction along a projection of the last described course 643.8 feet; thence turning an angle of 00 degrees and 40 minutes and 30 seconds to the right in a southeasterly direction 380.0 feet; thence turning an angle of 4 degrees and 35 minutes to the left in a southeasterly direction 90.2 feet; thence turning an angle of 3 degrees and 49 minutes and 30 seconds to the right in a southeasterly direction 773.3 feet; thence turning an angle of 17 degrees and 38 minutes to the left in a northeasterly direction 40.0 feet; thence turning an angle of 14 degrees and 34 minutes to the left in a northeasterly direction 74.8 feet; thence turning an angle of 3 degrees and 04 minutes to the left in a northeasterly direction 100.0 feet; thence turning an angle of 2 degrees and 00 minutes to the left in a northeasterly direction 200.1 feet; thence turning an angle of 2 degrees and 17 minutes to the right in a northeasterly direction 200.0 feet; thence turning an angle of

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00 degrees and 18 minutes to the right in a northeasterly direction 196.0 feet; thence turning an angle of 00 degrees and 25 minutes to the right in a northeasterly direction 44.0 feet to intersection with the east boundary of North half of North-West quarter of said Section 28, said east boundary forming an angle of 65 degrees and 39 minutes to the left from said center line, said intersection being 880.5 feet south of of the northeast corner of said half-quarter section and being terminus of center line herein described in this Paragraph (g);

- (2) Grantor, for the aforesaid considerations and to the extent of its ownership in said land, hereby further grants and conveys to Grantee the right to construct, operate, maintain and remove an additional pipe line or lines upon said land equivalent to the capacity of the pipe line referred to in Section (1) hereof upon condition, however, that said additional pipe line or lines shall be constructed adjacent to and at a distance not to exceed ten feet (10) from the center line of said pipe line referred to in Section (1) hereof.
- (3) Grantor, for the aforesaid considerations, hereby further grants and conveys unto Grantee such rights of ingress and egress over said land as may be necessary for the construction, operation, maintenance and removal of said pipe lines upon said land; Grantor may at any time in the future define the routes of such ingress and egress, provided such routes shall provide reasonable access to said pipe lines.
- (4) The rights herein granted shall not be construed to be superior to presently existing: (1) right of ways for railroad tracks; (2) right of ways for electric power transmission lines; (3) right of ways for telephone and telegraph lines; (4) right of ways for pipe lines; (5) right of ways for public roads; (6) private roads.
- (5) The Grantor shall not be held liable for any claims for damage which may accrue on account of the construction, operation or maintenance of said pipe lines on the land of Grantor; Grantor shall not be liable on account of damage to said pipe lines accruing from past or future mining or removal of coal, iron ore or other minerals contained in the aforesaid land or from failure to leave adequate support for the surface of said land, but hereafter will give reasonable notice to Grantee of any unusual operation likely to endanger its lines; and Grantee shall indemnify, protect and save harmless Grantor from allloss, damage, cost or expense which Grantor may sustain on account of the construction, operation, maintenance or removal of said pipe lines upon said land and on account of claims for damage by others by reason of the construction, operation, maintenance or removal by Grantee of said pipe lines upon said land.
- (6) If, in the judgment of Grantor, it should ever be necessary or desirable to lower or raise said pipe lines on account of the construction of railroad tracks, erection of structures or installation of improvements of any character whatsoever by Grantor, or under its authority, Grantee shall at its expense make such changes in elevation of said pipe lines as may be desired by Grantor within thirty (30) days after receipt by Grantee of written notice from Grantor of the desire for such changes in elevation.
- (7) Grantee shall have the right to trim and/or cut such trees as may interfere with the installation or endanger the safety or proper maintenance of said pipe lines; Grantee shall, however, pay Grantor for the reasonable timber market value of all trees cut, injured or destroyed in the construction and maintenance of any of the lines which Grantee is given the right to construct hereunder and which are located more than fifteen feet (15°) from the center line of said pipe line referred to in Section (1) hereof.
- (8) Grantor shall have the right at any and all times to use in its mining, quarrying or manufacturing operations the land over which said pipe lines are located, and Grantor shall also have the right to install, maintain and use tracks, roads, pipe lines, haulage systems and wires or cables of any description across said pipe lines; Grantor shall have the right to grant to others the right to install, maintain and use tracks, roads, pipe lines, haulage systems and wires or cables of any description across said pipe lines; upon condition, however, (1) That the exercise of any of said rights by Grantor shall cause no unreasonable interference with said pipe lines of Grantee, and the rights granted to others shall not be superior to the rights granted to Grantee, and (2) that the character of installation of the above mentioned crossings shall be in accordance with the reasonable requirements of Grantee.

- (9) Grantee shall at its expense upon completion of installation of its pipe lines and thereafter in the maintenance, operation and removal thereof cause the destruction or removal from the land of Grantor of all debris, including timber refuse, resulting from such installation, operation, maintenance or removal; and the surface of the land occupied by said pipe lines shall at all times be maintained by Grantee in a condition satisfactory to Grantor, or in default thereof for a period of sixty (60) days after written notice has been served by Grantor upon Grantee so to do, Grantor may itself remove or destroy said debris and restore the surface of said land, but at the expense of Grantee.
- (10) Should the pipe lines or any portion thereof constructed, operated and maintained by Grantee in) the location herein described, hereafter interfere with the mining, quarrying or manufacturing operations of Grantor, or future subdivisions laid out by Grantor or any of its present or future subsidiary or associated: companies, then upon written request by Grantor so to do Grantee shall within ninety (90) days remove its pipe lines from said location to other locations; provided (1) that Grantor shall first convey to Grantee the equivalent rights in such other locations as are conveyed to Grantee hereunder; and (2) that Grantee shall not be required to remove and relocate, its said pipe lines 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 Grantee again to remove its pipe lines except at the expense of Grantor; any new location so furnished shall not be at a greater distance than one thousand feet (1000°) from either side of the center line of said pipe lines as herein described and shall be so located as to permit the construction, operation and maintenance of said pipe lines in accordance with good engineering and operating practice and in the event any portion of the new location for said pipe lines is not on lands now owned by Grantor, then before such pipe lines shall be moved Grantor shall cause to be conveyed to Grantee substantially the same rights as are conveyed hereunder for the new location of such pipe lines.
- (11) In the event the construction or maintenance of any of the lines which Grantee is given the right to construct hereunder or the clearing which it may do shall cause the destruction of or injury to any growing crops. Grantee shall pay to the owner of such crops the reasonable value thereof if destroyed or the reasonable amount of damage thereto if injured.
- (12) In the event Grantee violates any of the covenants herein contained and fails for sixty (60) days after notice in writing served upon it by Grantor to comply with such covenant or convenants, Grantor shall have the right to terminate this agreement by giving the Grantee six (6) months, notice in writing of its intention so to do, whereupon, at the expiration of said six (6) months, this agreement shall be deemed terminated and at an end; and Grantor may thereafter remove said pipe lines from said land should they remain thereon without right for exceeding ninety (90) days, but such removal shall be at the expense of Grantee.
- (13) The rights herein granted shall revert to Grantor, its successors and assigns, in the event of abandonment of the use of said pipe lines during a continuous period of twelve (12) months time.
- (14) This agreement shall inure to the benefit of and be binding upon the respective successors or assigns of the parties hereto as well as the parties themselves; and Grantor as used herein shall apply to and include its subsidiary and associated companies and the rights, privileges and easements herein shall be subject to conveyance and/or assignment.
  - (15) This agreement cancels and supersedes the agreement of October 10, 1941, hereinabove referred to-

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate the day and year first above written.

ATTEST: C. R. Sexton, Secretary,

T. C. I. and R. R. Co.

Corporate Seal

ATTEST: S. V. Kane, Asst. Secretary,

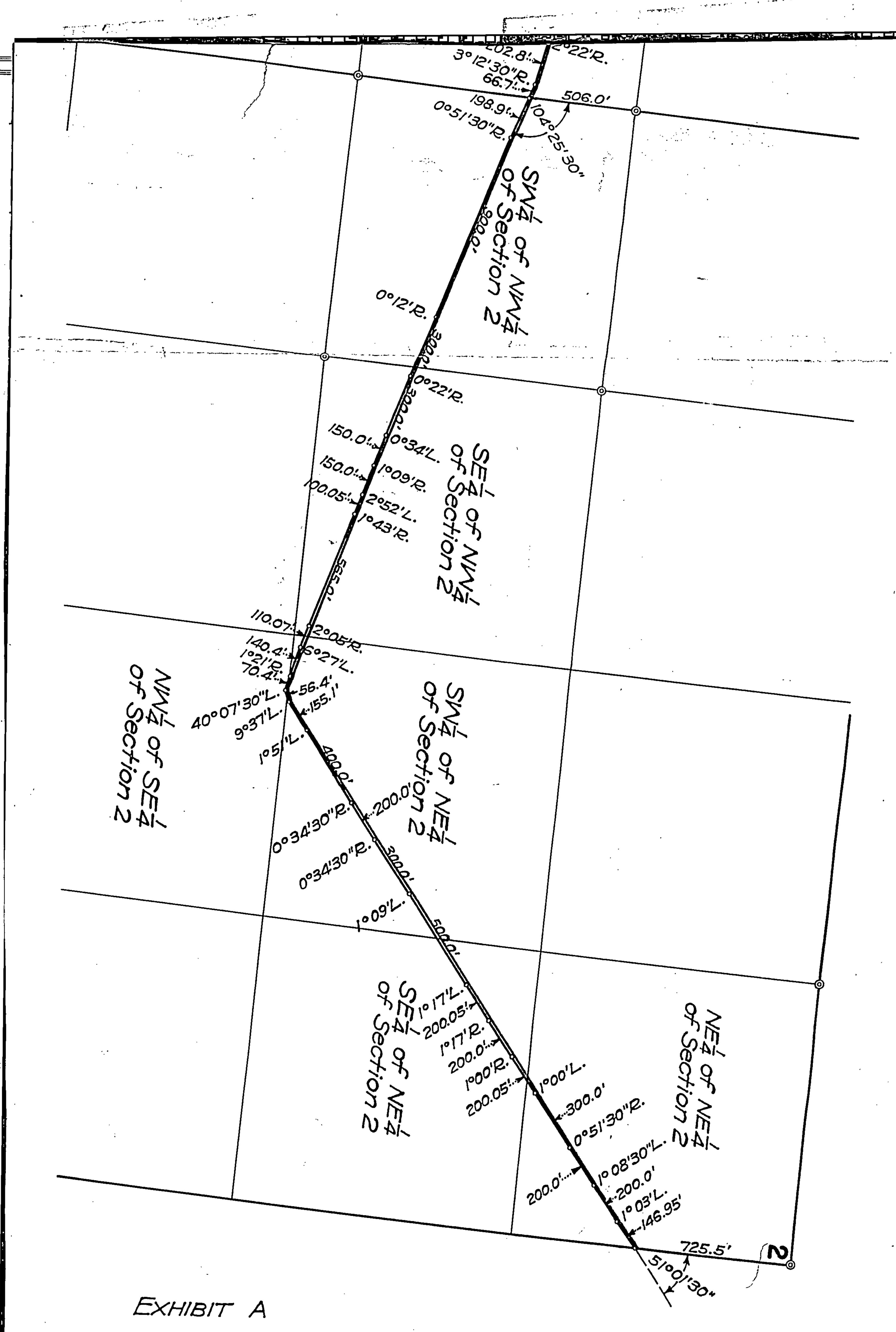
P. P. L. Co.

TENNESSEE COAL, IRON AND RAILROAD COMPANY, Robt. Gregg, President.

PLANTATION PIPE LINE COMPANY, BY F. E. Waterfield, Jr., Vice President.

Corporate Seal

JMG



Land of Tennessee Coal, Iron and Railroad Company.

Location of pipe line referred to in agreement between Tennessee Coal, Iron and Railroad Company and Plantation Pipe Line Company as evidenced by instrument dated the 30xh day of September 1942.

Identified as map attached to instrument above referred to.

TENNESSEE COAL, IRON AND PAIL ROAD COMPANY,
By Willy

PLANTATION PIPE LINE COMPANY,

By Goldent.

Wike President.

President.

64-208

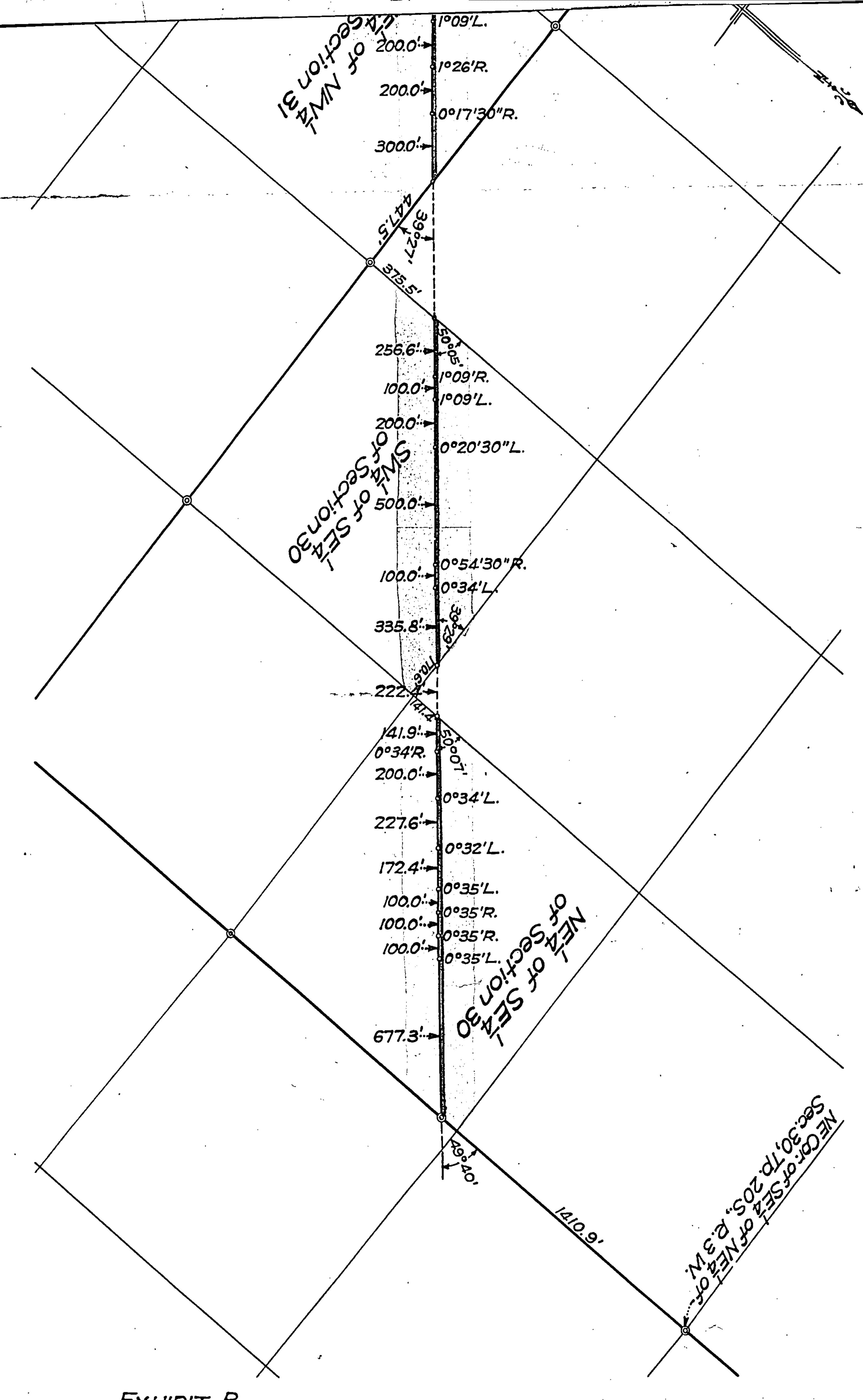


EXHIBIT B

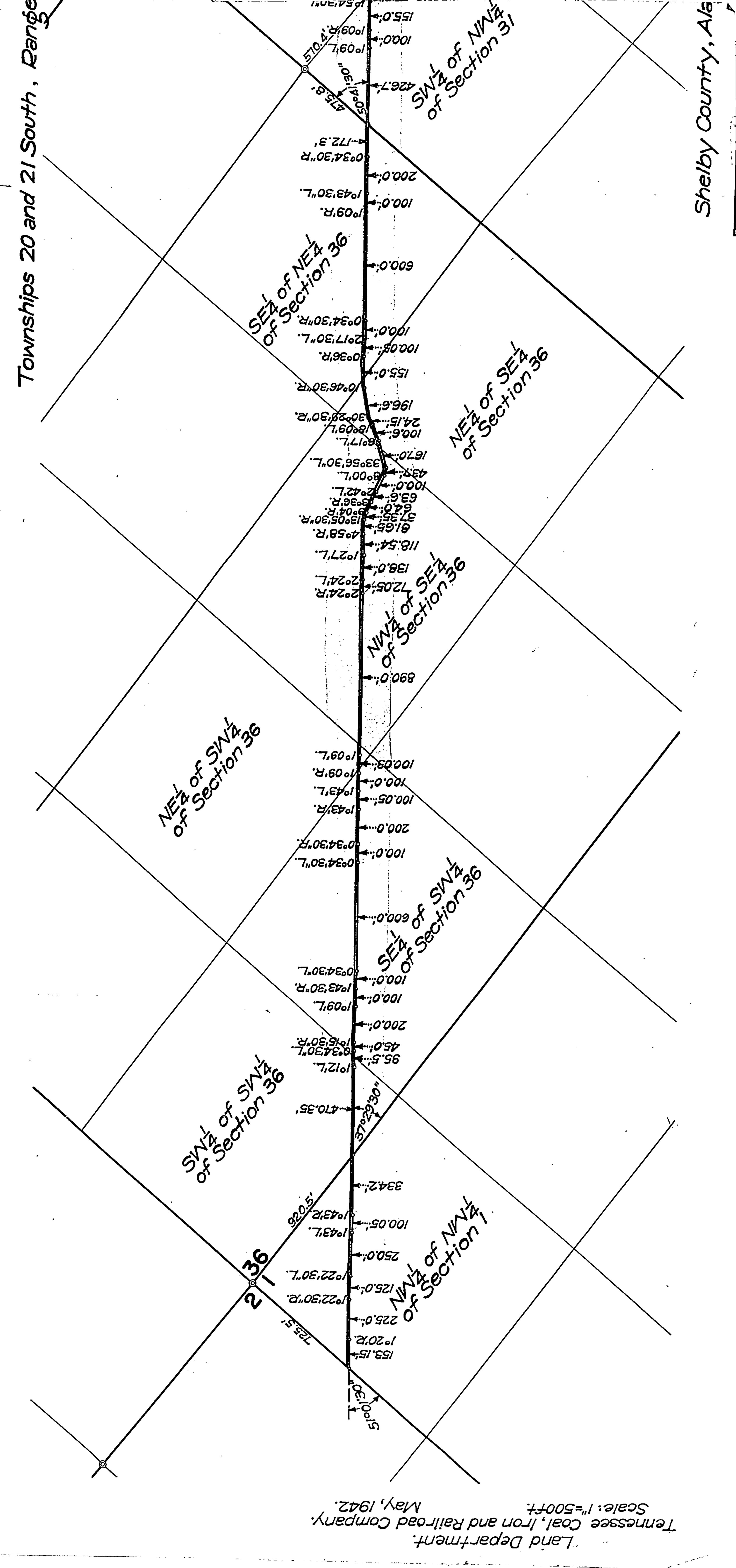
Land of Tennessee Coal , Iron and Railroad Company. Location of pipe line referred to in agreement between Tennessee Coal, Iron and Railroad Company and Plantation Pipe Line Company as evidenced by instrument dated the 30 th day of September 1942.

Identified as map attached to instrument above referred to.

TENNESSEE COAL, IRON AND PAILROAD COMPANY,

President.

PLANTATION PIPE LINE COMPANY,



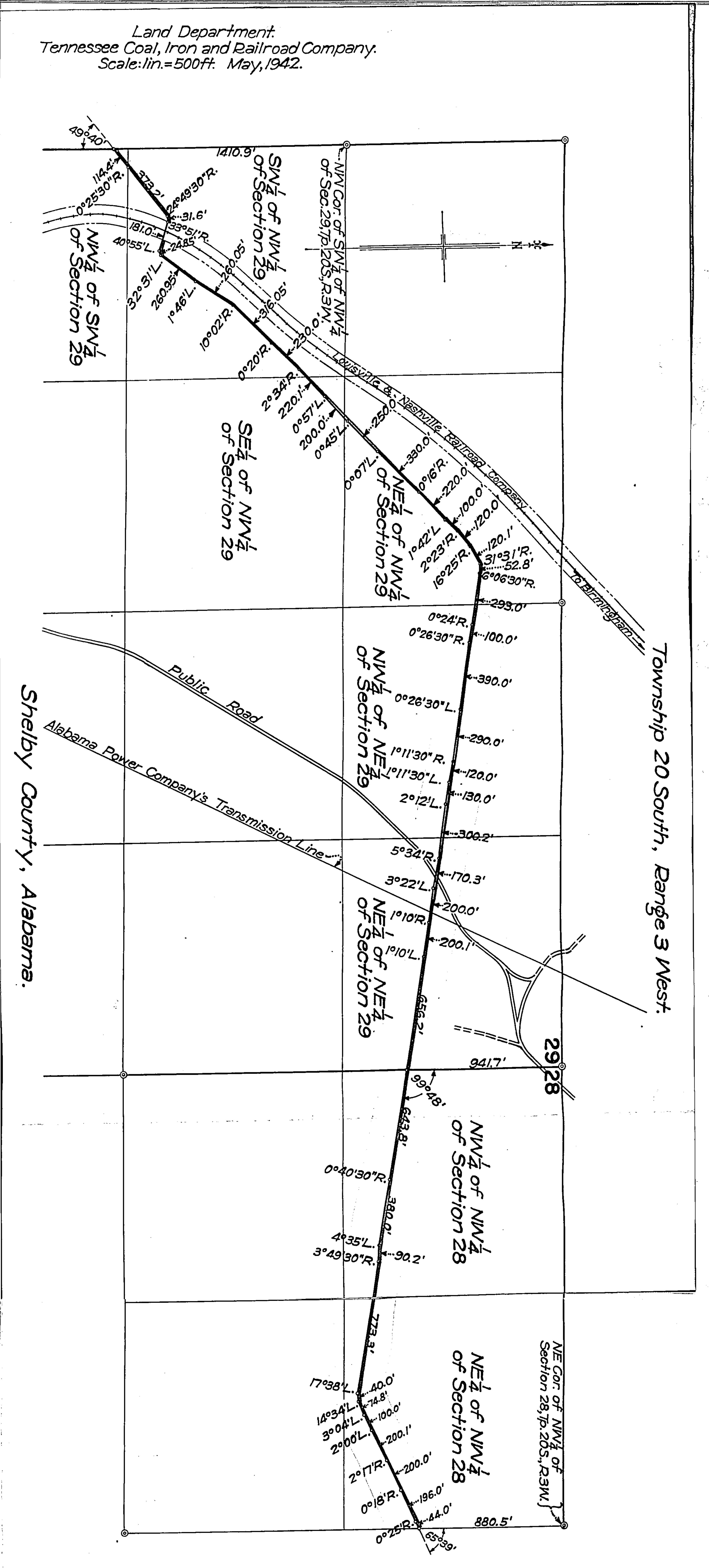


EXHIBIT C

Identified as map attached to instrument above referred to.

TENNESSEE COAL, IRON AND PAILROAD COMPANY,

By Moll Melly

PLANTATION PIPE LINE COMPANY,

By Cartifice Desident

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, Jack C. Stone, a Notary public in and for said County, in said State, hereby certify that Robt. Gregg, whose name as President of Tennessee Coal, Iron and Railroad Company, 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, as such officer and with full authority executed the same voluntarily for and as the act of said corporation.

Givan under my hand and official seal, this 20th day of Nov., 1942.

NOTARIAL SEAL

Jack C. Stone, Notary Public

STATE OF GEORGIA

COUNTY OF FULTON

I, Roland Neeson, a Notary Public in and for said County in said State, hereby certify that

F. E. Warterfield, Jr., whose name as Vice-Bres. of Plantation Pipe Line Company, 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, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 30th day of Sept. 1942.

Roland Neeson
Notary Public
NOTARY PUBLIC, GEORGIA, STATE AT LARGE
My commission expires Feb. 27, 1945.
NOTARIAL SEAL

Filed in the office of the Probate Judge the 11th day of February, 1944, at 1 o'clock P.M. and recorded in

Deed Record 118 on page 75.00

SPIELBY COUNTY

hereby certify times of the Second Privilege Tex has been puid on the within Instrument as required by low.

L. C. WALKER,

L.C. Walker, Judge of Probate