RELEASE FROM DAMAGES

#2320

WHEREAS, TENNESSEE LAND COMPANY owns an undivided interest in the West half of the North-West Quarter of Section 2, East half of the North-East quarter of Section 3 and West half of South-West quarter of Section 13, Township 21 South, Range 5 West, located partly in Shelby and partly in Bibb County, Alabama, minerals and mining rights excepted; and

WHEREAS, the TENNESSEE COAL, IRON AND RAILROAD COMPANY owns an undivided interest in the following land, minerals and mining rights excepted: The North half of the South-East quarter, North-East quarter of the South-West quarter, North-West quarter of the North-East quarter and the East half of the North-West quarter except that part of said half-quarter section described as follows: Begin at the intersection of the north boundary of said half-quarter section with the top edge of the west bank of Shades Creek; thence in a westerly direction along said north boundary to the northwest corner of said half-quarter section; thence in a southerly direction along the west boundary of said half-quarter section to the southwest corner of North-East quarter of North-West quarter; thence continuing in a southerly direction along said west boundary to center line of the first branch flowing east into Shades Creek; thence in an easterly direction along the center line of said branch to intersection with a projection of the top edge of the west bank of Shades Creek; thence in a northerly direction along said projection and along said top edge of said west bank to point of beginning, all in Section 14, Township 21 South, Range 5 West, Bibb County, Alabama.

NOW THEREFORE:

For a valuable consideration paid by REPUBLIC STEEL CORPORATION, receipt of which is acknowledged,
Tennessee Coal, Iron and Railroad Company and Tennessee Land Company, each to the extent of its interest,
grants Republic Steel Corporation, its successors or assigns, the right to cause deposits of any kind in, and
to consume, to divert, to pollute and use in any way the waters of Shades Creek and its tributaries, including
Mill Creek and to cause deposits of any kind on, and to overflow the land herein above described, and no right
of action shall ever accrue to or be asserted by Tennessee Coal, Iron and Railroad Company or Tennessee Land
Company, their successors or assigns, against the Republic Steel Corporation, its successors, assigns, lessees
or licensees, by reason of any damages heretofore or hereafter done the land herein above described by deposits
in, or by the consumption, diversion, or pollution of or by the use in any way of the waters of said Shades
Creek and its tribuatries, or by deposits on the land above described.

The purpose and intent of this instrument is to grant Republic Steel Corporation, its successors, assigns, grantees, licensees and persons, firms and corporations, operating partly or wholly under contract with it; not only the right to cause deposits in, to consume, to divert, to pollute, and to use in any way, the water from said Shades Creek and its tributaries, and to cause deposits on and to overflow the above described lands but to further grant to the said Republic Steel Corporation, its successors and assigns, the right to transfer and convey these same rights to any person, firm or corporation without, in any way, impairing the right of Republic Steel Corporation, its successors or assigns, to cause deposits in, to consume, to divert, to pollute and to use in any way, the waters of said Shades Creek and its tributaries, and to cause deposits on and to overflow the herein described land at any and all times, either independently or in conjuntion with any other person, firm or corporation.

The rights herein granted shall constitute covenants running with the land.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate on this the 31st

day of July, 1945.

ATTEST: T. E. Noell

Asst. Secretary

ATTEST: T. E. Noell.
Asst. Secretary

Corporate Seal

Corporate

Seal

TENNESSEE COAL, IRON AND RAILROAD COMPANY

BY Robt. Gregg, President.

TENNESSEE LAND COMPANY

BY Robt. Gregg, President

STATE OF ALABAMA

COUNTY OF JEFFERSON)

I, Bayless Morrison, a Notary Public, in and for said County in said State, hereby certify that Robt. Gregg and T. E. Noell, whose names as President and Asst. Secretary, respectively, of Tennessee Coal, Iron and Railroad Company, a corporation, are signed to the foregoing instrument and who are known to me acknowledged before me this day that, being informed of the contents of this instrument, they, as such officers, and with full airthority, executed the same voluntarily on the day the same bears date.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 1st day of August, 1945.

Bayless Morrison, Notary Public.

Notarial Seal

STATE OF ALABAMA

COUNTY OF JEFFERSON)

I, Bayless Morrison, a Notary Public, in and for said County in said State, hereby certify that Robt. Gregg and T. E. Noell, whose names as President and Asst. Secretary, respectively, of Tennessee Land Company, a corporation, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of this instrument, they, as such officers and with full authority executed the same voluntarily on the day the same bears date.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 1st day of August, 1945.

Bayless Morrison, Notary Public.

Notarial Seal

Filed for record in this office on the 30th day of August, 1945, at eleven o'clock A. M. and duly recorded in Deed Record Vol. 121 on page 460 and examined.

L. C. Walker, Judge of Probate

NO TAX DUE ON THIS INSTRUMENT.