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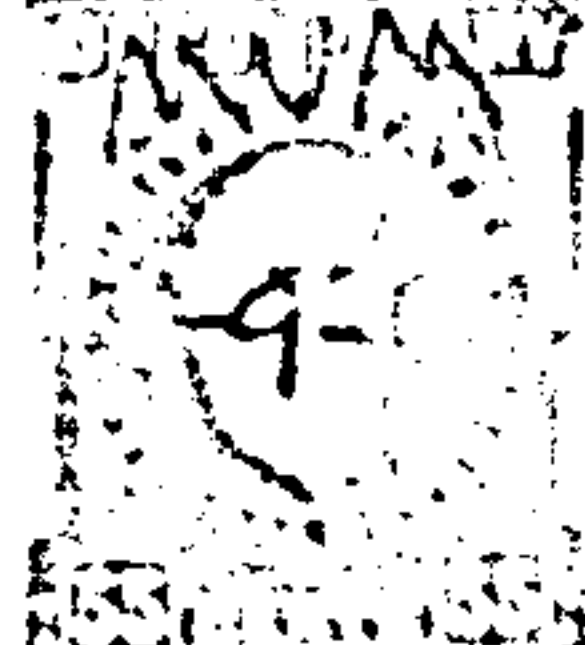
1950 Rods

THIS CONTRACT, entered into this 20th day of JULY, 1962, by and between the UNITED STATES STEEL CORPORATION, a New Jersey corporation, hereinafter referred to as the "Steel Corporation" and COLONIAL PIPELINE COMPANY, a Delaware corporation, hereinafter referred to as "Colonial";

WITNESSETH:

(1) In consideration of the sum of Eleven Thousand Seven Hundred and 00/100 Dollars (\$11,700.00) paid to the Steel Corporation by Colonial, receipt whereof is acknowledged, and in further consideration of the covenants of Colonial as hereinafter expressed to be kept and performed, the Steel Corporation, to the extent of its ownership, hereby grants to Colonial the right to construct, operate, maintain, and remove a pipe line not in excess of thirty-six (36) inches in diameter, for the transportation of petroleum products, upon a right of way easement herein granted, same being fifteen (15) feet in width on the northwesterly side of said pipe line and thirty-five (35) feet in width on the southeasterly side of said pipe line as measured from the center line of said pipe line as installed, upon and across land of the Steel Corporation in Section 31, Township 20 South, Range 3 West, Section 6, Township 21 South, Range 3 West, and Sections 1, 2, 9, 10, 11 and 17, Township 21 South, Range 4 West, Shelby County, Alabama, the approximate location of said pipe line being shown by red line on map attached hereto and made a part hereof. Said location is in accordance with plans heretofore submitted by Colonial to the Steel Corporation and no substantial deviation therefrom shall be made without the prior written consent of the Steel Corporation.

(2) For said considerations, the Steel Corporation, to the extent of its ownership further grants to Colonial the right to use during construction of said pipe line: (a) a strip of land ten (10) feet wide on the northwesterly side of said pipe line, the southeasterly boundary of said strip of land being parallel to and fifteen (15) feet northwesterly of the center line of said pipe line; and (b) a strip of land fifteen (15) feet wide on the southeasterly side of said pipe line, the northwesterly boundary of said strip of land being parallel to and thirty-five (35) feet from said center line. The right to use said strips of land shall terminate six (6) months after completion of construction of said pipe line and Colonial shall, after the completion of construction, restore the surface of said strips to the extent of the damage done thereto in the course of construction of said pipe line.



(3) For said considerations, the Steel Corporation further grants to Colonial such rights of ingress and egress over land of the Steel Corporation over which said pipe line is located as may be reasonably necessary for the exercise by Colonial of the rights herein granted. The Steel Corporation, however, reserves the right from time to time to designate the route or routes for such ingress and egress, provided that any route so designated shall provide reasonably convenient access to said pipe line.

(4) For said considerations, the Steel Corporation further grants to Colonial the right to cut and remove during construction of said pipe line all timber located on land of the Steel Corporation not more than twenty-five (25) feet in a northwesterly direction nor more than fifty (50) feet in a southeasterly direction from the center line of said pipe line. After construction has been completed and the temporary working strips abandoned as hereinabove provided, Colonial shall thereafter have the right to cut such timber located on land of the Steel Corporation as may endanger the safety of or interfere with the proper operation and maintenance of said pipe line but shall pay the Steel Corporation for the reasonable timber market value of any trees cut which are more than fifteen (15) feet from and on the northwesterly side of the center line of said pipe line or more than thirty-five (35) feet from and on the southeasterly side of said center line, such area being the fifty (50) feet wide permanent right of way easement herein granted.

(5) The rights herein granted shall not be superior to but shall be subject to: (a) right of way for a railroad owned by Southern Railway Company; (b) right of way for railroad owned by Louisville and Nashville Railroad Company; (c) right of way for public road conveyed by Tennessee Coal, Iron and Railroad Company to Shelby County, Alabama, by deed dated February 29, 1924; (d) such other easements as may exist over, upon, or across said land for roads, railroads, electric power transmission lines, telephone lines, telegraph lines, or pipe lines.

(6) After said pipe line has been constructed, Colonial shall furnish the Steel Corporation with a survey thereof as constructed, satisfactory to the Steel Corporation, locating said pipe line with reference to United States Government Subdivisions and Steel Corporation property lines. The Steel Corporation shall thereafter prepare a map showing the precise location of said pipe line as constructed, which map shall be substituted for the map attached to this contract.

(7) The Steel Corporation shall not be liable to Colonial for any claims for damage which may accrue on account of the exercise by Colonial of any of the rights herein granted; and Colonial shall indemnify, protect, and hold the Steel Corporation harmless from all loss, claim, damage, or expense on account of damage to or destruction of property (including, but not limited to, damage to coal mines), or injury to or death of persons, resulting from or arising out of the exercise by Colonial of any of the rights herein granted.

(8) The Steel Corporation reserves to itself all coal, iron ore, oil, gas, and other minerals contained in said land, together with the right to mine and remove the same and Colonial hereby releases the Steel Corporation from all liability to Colonial, its successors or assigns, on account of damage to said pipe line accruing from past or future removal of coal, iron ore, oil, gas, or other minerals contained in said land or from failure to leave adequate support for the surface of said land. While the foregoing reservation of minerals and mining rights and release from damages are intended to leave the Steel Corporation in a position to mine and remove the coal and other minerals in its lands in which said pipe line will be located, the desirability of attempting to protect the pipe line from actual damage resulting from such mining and removal has been considered prior to the making of this contract and, in order to attempt to provide such protection, but without in any way limiting said release from damages, the Steel Corporation hereby agrees to give Colonial reasonable notice of any planned mining operations which in the judgment of the Steel Corporation could result in damage to Colonial's pipe line, and Colonial shall promptly advise the Steel Corporation whether or not it wishes the Steel Corporation to leave in the ground such coal or other mineral as may be needed to attempt to protect the pipe line from damage, and if so, Colonial shall pay the Steel Corporation an amount equal to the value of such coal or other mineral as determined by the Steel Corporation promptly upon receipt of an invoice therefor. Nothing herein contained, however, shall be construed to abridge the Steel Corporation's right to install facilities across said pipe line as provided in paragraph (9) below.

(9) The Steel Corporation shall have the right at any and all times to use in its mining, quarrying, or manufacturing operations the land over which

said pipe line is located and the Steel Corporation 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 line, either above or below ground; and the Steel Corporation shall have the right to grant such rights to others, upon condition however, that: (a) no buildings or other structures or facilities of a permanent character which would unreasonably interfere with the construction, use or maintenance of said pipe line shall be constructed or maintained within fifteen (15) feet of the center line of said pipe line on the northwesterly side thereof or within thirty-five (35) feet of the center line of said pipe line on the southeasterly side thereof; (b) that the exercise of any of said rights by the Steel Corporation shall cause no unreasonable interference with said pipe line, and the rights granted to others shall not be superior to the rights herein granted to Colonial; and (c) that the character of installation of the above-mentioned crossings shall be in accordance with the reasonable requirements of Colonial.

(10) Colonial shall at its expense upon completion of installation of its pipe line and thereafter in the maintenance, operation, and removal thereof cause the destruction or removal from land of the Steel Corporation of all debris, including timber refuse, resulting from such construction, operation, maintenance, or removal; and the surface of the land occupied by said pipe line shall at all times be maintained by Colonial in a condition satisfactory to the Steel Corporation; or, in default thereof, the Steel Corporation may itself remove or destroy said debris and restore the surface of said land, but at the expense of Colonial.

(11) In the event Colonial violates any of the covenants herein contained and fails for sixty (60) days after notice in writing served upon it by the Steel Corporation to comply with such covenant or covenants, the Steel Corporation shall have the right to terminate this contract by giving Colonial notice in writing of its intention so to do whereupon, at the expiration of six (6) months after receipt by Colonial of such notice, this contract shall be deemed terminated and at an end.

(12) The rights herein granted shall revert to the Steel Corporation, its successors or assigns, in the event of abandonment of the use of said pipe line during a continuous period of time of twelve (12) months.

(13) In event of termination of this contract for any reason, Colonial shall, at its expense and within six (6) months after receipt of written request from the Steel Corporation remove its pipe line from said land and restore the surface of said land to a condition satisfactory to the Steel Corporation, failing which, the Steel Corporation may itself remove said pipe line and restore the surface of said land, but at the expense of Colonial.

(14) This contract shall inure to and be binding upon the respective successors and assigns of the parties hereto as well as the parties themselves.

IN WITNESS WHEREOF, each of the parties hereto has caused this instrument to be executed in duplicate in its name and behalf and its corporate seal to be hereunto affixed and attested by its officers thereunto duly authorized, the day and year first above written.

UNITED STATES STEEL CORPORATION

By *A. V. Wiebe*
President
Tennessee Coal & Iron Division

ATTEST:

[Signature]
Assistant Secretary
United States Steel Corporation

COLONIAL PIPELINE COMPANY

By *B. D. Leuty*
BEN D. LEUTY VICE PRESIDENT

flm

ATTEST:

[Signature]
L. P. HUMANN ASSISTANT SECRETARY

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, H. D. Cannon, a Notary Public in and for said County in said State, hereby certify that A. V. Wiebel, whose name as President of Tennessee Coal & Iron Division of United States Steel Corporation, 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.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this, the 2nd day of August, 1962.

H. D. Cannon
Notary Public
H. D. CANNON
Notary Public, State at Large Alabama
My commission expires October 18, 1964

STATE OF Georgia

COUNTY OF Fulton

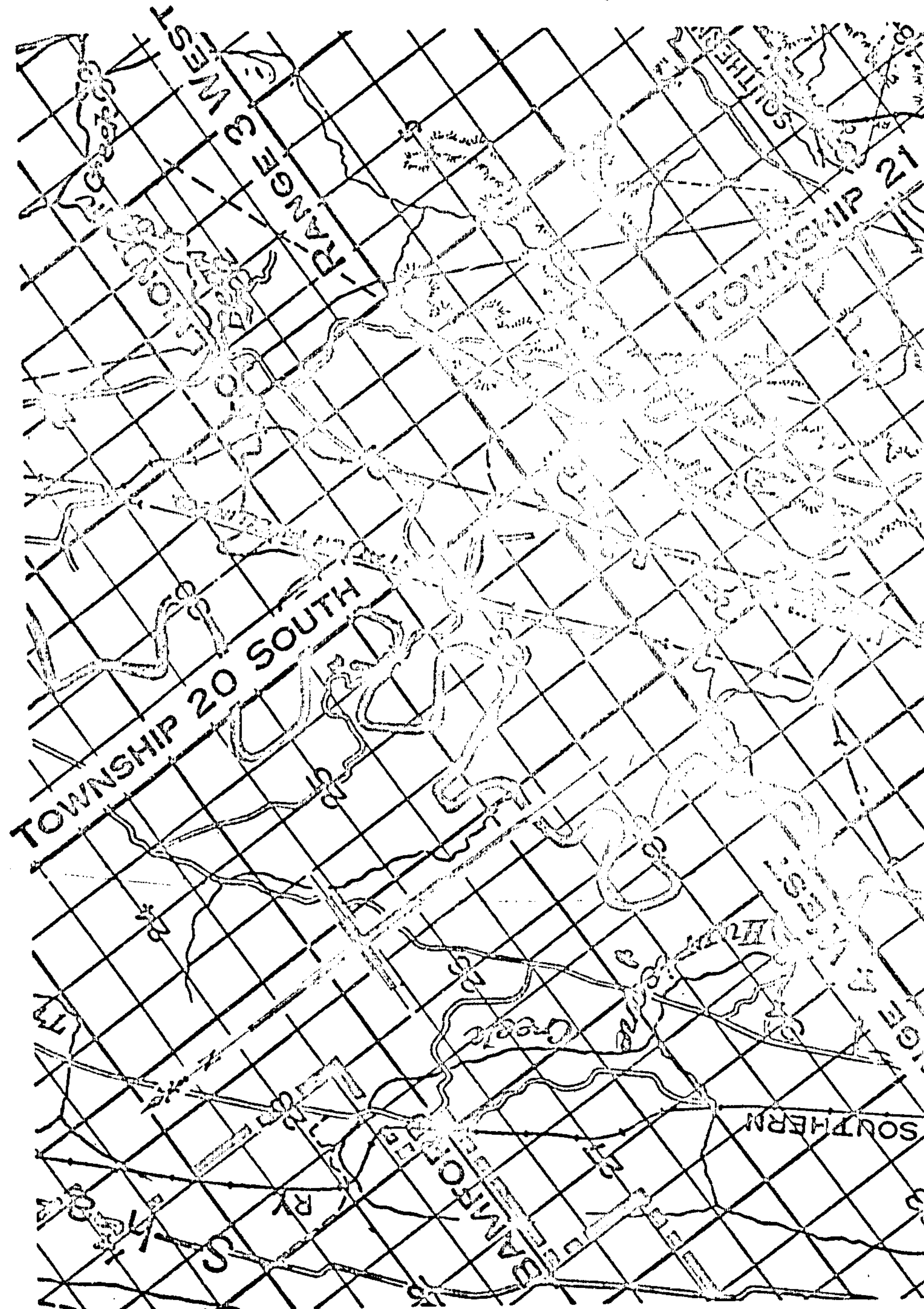
I, Charles E. Graham, a Notary Public in and for said County in said State, hereby certify that BEN D. LEUTY, whose name as Vice President of Colonial Pipeline Company, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed 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.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this, the 20th day of July, 1962.

Charles E. Graham
Notary Public
Notary Public, Georgia State at Large
My Commission Expires Dec. 31, 1963

Townships 20 & 21

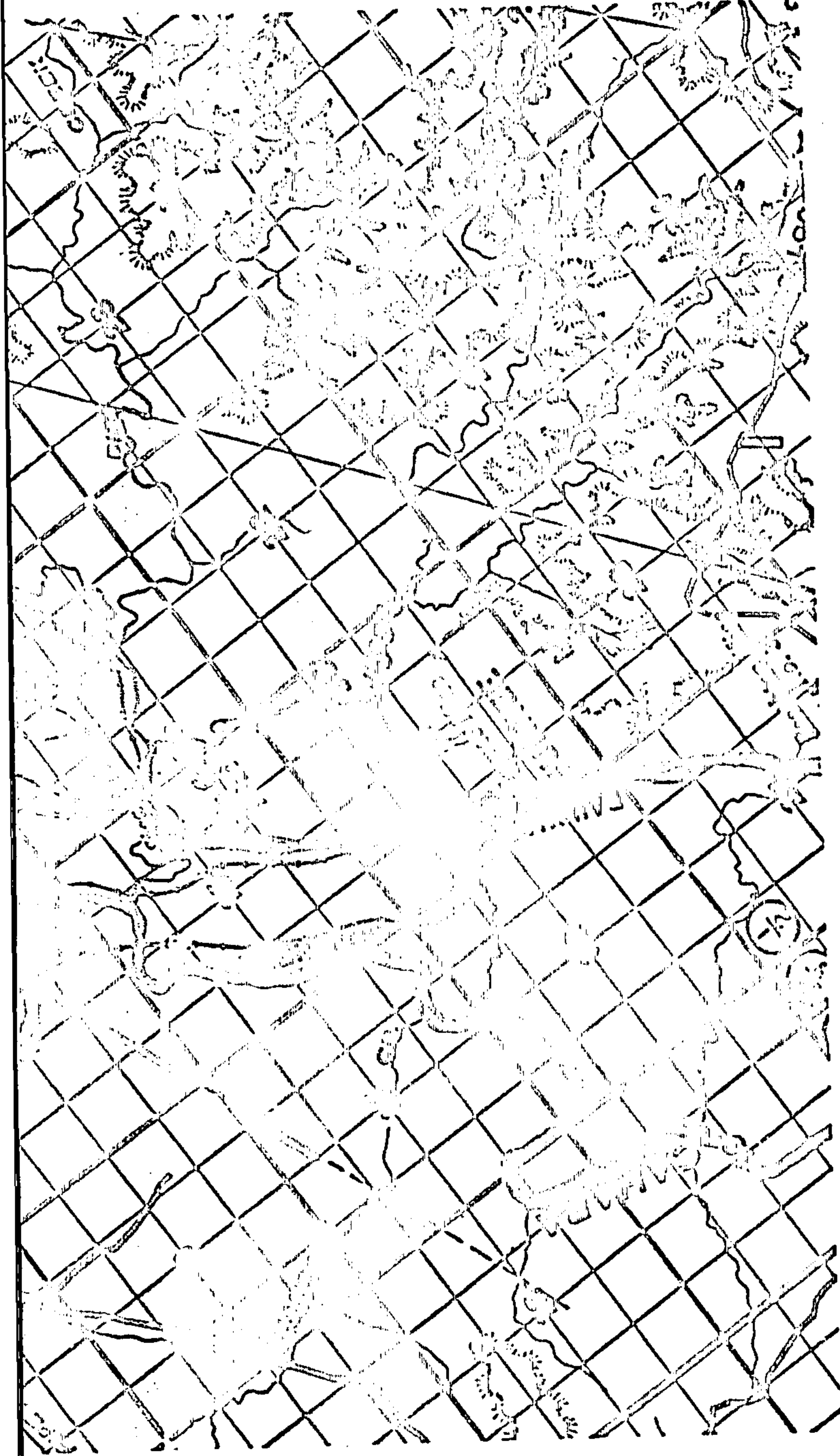
Land Department,
Tennessee Coal & Iron Division,
United States Steel Corporation.
Scale: 1 in. = 4000 ft. June, 1962.



Shelby

bama.

Pages 3 & 4. West.



Land of United States Steel Corporation

Location of pipe line referred to in contract between United States Steel Corporation and Colonial Pipeline Company dated the 20th day of July, 1962.

Identified as map attached to contract referred to above.

BOOK 221 PAGE 832

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED July 21, 1962
RECORDED & ✓ MFG. TAX
& ✓ L. & E. TAX HAS BEEN
PD. ON THIS INSTRUMENT.

Conrad W. Fowler
CLERK OF PROBATE

UNITED STATES STEEL CORPORATION

By *[Signature]* President
Tennessee Coal & Iron Division

COLONIAL PIPELINE COMPANY

By *[Signature]* VICE PRESIDENT
BEN D. LEUTY

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