

STATE OF ALABAMA

COUNTY OF SHELBY

10K8
This instrument prepared by
W. H. Woolverton, Jr., Attorney
United States Steel Corporation
P. O. Box 599, Fairfield, Alabama

OPTION

In consideration of Four Hundred Eighty and no/100 Dollars (\$480.00) cash in hand paid to ANNIE HANBY, a widow, hereinafter called "Optionor", the Optionor does hereby convey and grant unto the UNITED STATES STEEL CORPORATION, a corporation duly authorized to do business in the State of Alabama, hereinafter called "Optionee", an exclusive option for a term of two (2) years from this date to purchase for the total sum of Forty Thousand and no/100 Dollars (\$40,000.00) the following described property, to-wit:

The West half of the North-East quarter and the South-East quarter of the North-West quarter of Section 19; and the North-East quarter of North-West quarter of Section 30, all in Township 20, South, Range 1 East, Shelby County, Alabama.

During the term of this option, Optionee shall have the exclusive right to prospect and drill for minerals contained in, on or under the land by means of churn drills, diamond drills, and other prospecting methods, provided, however; (1) that said drilling and/or prospecting shall be done in such manner as to do the least damage to the surface of such lands commensurate with good prospecting practices; (2) that the Optionee shall be liable for actual damages done to growing crops and fences by such prospecting or drilling and shall indemnify and hold harmless the Optionor from any and all claims which may be asserted against Optionor arising out of the Optionee's prospecting and operation on the subject property; (3) at its own expense Optionee shall leave for use of the Optionor any flowing water well that it may encounter in its drilling operation, in the event Optionee does not exercise this option; and in lieu of this, one water well opening shall be suitably capped and left for use by the Optionor in the event the Optionee does not exercise this option, and Optionee shall fill up or plug in a suitable manner all other drill holes which it has placed on said land and leave the surface in a condition satisfactory to Optionor. Such well opening shall be one drilled by Optionee in the normal course of its operations hereunder and Optionee shall not be liable for the quality or quantity of water therein or for absence of water therefrom or for failure to drill any hole suitable for use as a well on

the optioned property.

Optionee shall have the right during the term of this option or any extension thereof to enter upon said lands, and to place thereon machinery, tools and equipment necessary for prospecting and shall also have the right, during the term of this option and for ninety (90) days thereafter, to remove from said land all such machinery, tools and equipment.

Optionor shall have the right to sell all merchantable timber located on the optioned property, provided that any sale shall be consummated and the timber removed within six months after the date hereof.

If Optionee does not exercise this option but has made exploration, analysis, and drilling on the subject property, Optionee shall, upon written request made within six (6) months after the expiration hereof, furnish to Optionor a copy of all information obtained by Optionee resulting from its exploration, drilling and analysis.

During the term of this option, and before exercising the same, Optionee shall, at its expense, satisfy itself as to Optionor's title to the subject property. If Optionee finds the title acceptable, and elects to exercise this option, it shall do so by notifying Optionor in writing of its intention so to do prior to the expiration of the term of this option. Upon receipt of such notice, Optionor shall, within ten (10) days, execute a deed substantially in form attached and marked Exhibit A conveying subject property to the Optionee, and shall notify Optionee that the deed has been executed and is ready for delivery to Optionee upon payment of the purchase price. Within ten (10) days from receipt of such written notice from the Optionor, Optionee shall make payment of the purchase price in full and shall thereupon receive the executed deed.

IN WITNESS WHEREOF, the Optionor has hereunto set her hand and seal, this the 5th day of November, A.D., 1965.

Mrs Annie Hanby (Seal)
Annie Hanby, Optionor

STATE OF LOUISIANA
Parish Jefferson
COUNTY OF Jefferson

I, George C. Stringer, Jr. a Notary Public in and
for said County in said State, hereby certify that Annie Hanby, a widow,
whose name is signed to the foregoing conveyance and who is known to me,
acknowledged before me on this day that, being informed of the contents
of said conveyance, she executed the same voluntarily on the day the same
bears date.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this, the 5th day of
November, 1965.



George C. Stringer, Jr.
Notary Public

GEORGE C. STRINGER, JR.
Notary Public, Parish of Orleans, State of La.
My Commission is issued for life.

EXHIBIT A

This instrument was prepared by
W. H. Woolverton, Jr., Attorney
United States Steel Corporation
P. O. Box 599, Fairfield, Alabama

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS, that, for and in consideration of Forty Thousand and no/100 Dollars (\$40,000.00) paid to ANNIE HANBY, a widow, hereinafter referred to as "Grantor," by UNITED STATES STEEL CORPORATION, a corporation, hereinafter referred to as "Grantee," receipt whereof is acknowledged, Grantor does hereby grant, bargain, sell, and convey unto Grantee the following described real estate:

The West half of the North-East quarter and the South-East quarter of the North-West quarter of Section 19; and the North-East quarter of North-West quarter of Section 30, all in Township 20 South, Range 1 East, Shelby County, Alabama.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, forever, SUBJECT, however to:

- a. Such easements as may exist over, upon and across said land for roads, power transmission lines, telephone lines, pipe lines, or any other purposes; and
- b. Taxes for the current tax year.

Grantor does, for her heirs and assigns, covenant with Grantee, its successors and assigns, that she is lawfully seized in fee simple of the real estate conveyed hereby, that it is free from all encumbrances, except as herein mentioned; that she has a good right to sell and convey the same as aforesaid; and that she will and her heirs and assigns shall warrant and defend the same to Grantee, its successors and assigns, forever, against the lawful claims of all persons.

IN WITNESS WHEREOF grantor has hereunto set her hand and seal
this, the ____ day of _____, 196__.

Annie Hanby (SEAL)

206
37
542
1004

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public in and for said County in said State, hereby certify that Annie Hanby, a widow, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, she executed the same voluntarily on the day the same bears date.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this, the _____ day of _____, 196____.

Notary Public

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON
11/12/65
RECORDED & S. & L. TAX
& S. & L. TAX HAS BEEN
PD. ON THIS INSTRUMENT.
C. J. [Signature]
JUDGE OF PROBATE