

10694
THIS CONTRACT, entered into this 6th day of October,
1971, between UNITED STATES STEEL CORPORATION, a Delaware corporation, here-
inafter for convenience called "Grantor," and PLANTATION PIPE LINE COMPANY, a
corporation, hereinafter for convenience called "Grantee";

W I T N E S S E T H :

WHEREAS, by agreement between Tennessee Coal, Iron and Railroad Company
and Grantee dated September 30, 1942 and amendments thereto, Grantor's predecessors
granted Grantee the right to construct, operate, maintain and remove three pipe-
lines (the first 12" in diameter, the second 18" in diameter, and the third 18"
in diameter) across strips of land presently owned by Grantor in the locations
as shown in yellow on three maps marked respectively 11-69 LD, 11-70 LD, and
32-56 LD attached hereto and made a part hereof; and

WHEREAS, Grantee now proposes to construct a 30" pipeline generally
parallel with the above mentioned existing lines and has requested Grantor for
additional rights therefor including the right to install cathodic protection
facilities and block gate valve stations.

NOW THEREFORE:

824
5-27-71
(1) Grantor, in consideration of the premises and of the covenants of
Grantee as hereinafter expressed to be kept and performed, and in further con-
sideration of the sum of One Hundred Dollars (\$100.00) and other valuable
considerations in hand paid to Grantor by Grantee, the receipt whereof is
acknowledged, and to the extent of the ownership of 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 pipeline not to
exceed thirty inches (30") in diameter in, over and across strips of land shown
in red on said attached maps and extending through the following described lands:

Township 20 South, Range 3 West:

Section 28 - North half of North-West quarter,

Section 29 - North half of North-East quarter,
North-East quarter of North-West quarter,
South half of North-West quarter, and
North-West quarter of South-West quarter.

Section 30 - North-East quarter of South-East quarter, and
South-West quarter of South-East quarter.

Section 31 - North-East quarter of North-West quarter, and
South-West quarter of North-West quarter.

Township 20 South, Range 4 West:

Section 36 - South-East quarter of North-East quarter,
North-East quarter of South-West quarter,
South half of South-West quarter, and
North half of South-East quarter.

Township 21 South, Range 4 West:

Section 1 - North-West quarter of North-West quarter.

Section 2 - North-East quarter of North-East quarter,
South half of North-East quarter, and
South half of North-West quarter.

Section 3 - South half of North half.

Section 4 - South-West quarter of North-East quarter, and
South half of North-West quarter.

Section 5 - South-East quarter of North-East quarter,
North-West quarter of South-East quarter, and
North half of South-West quarter.

Section 6 - North-East quarter of South-West quarter.

(2) For said considerations, Grantor hereby further grants to Grantee the right to install, maintain, use and remove cathodic protection facilities on a strip of land approximately ten (10) feet wide and 615 feet long in the North half of North-East quarter of said Section 29, Township 20 South, Range 3 West, in the location as shown on said attached map marked 11-69 LD.

(3) For said considerations, Grantor hereby further grants unto Grantee the right to install, maintain, use and remove a block gate valve station on each of two tracts of land, thirty feet (30) by thirty feet (30), in the South-West quarter of North-West quarter of Section 2 and in the North-West quarter of South-East quarter of Section 5, Township 21 South, Range 4 West, Shelby County, Alabama, in the locations as shown on said attached map marked 32-56 LD, together with the right to fence said tracts and any additional rights required for constructing, installing, maintaining, operating, repairing, removing, changing the size of, and replacing above-ground valves, gate valves, block gates, risers, bypasses, valve covers, valve boxes and/or other connections, fittings and appurtenances necessary and incident to the operation, maintenance, and repair of Grantee's pipelines.

(4) For said considerations, Grantor hereby further grants unto Grantee the right to use during the construction of said pipeline strips of land generally extending through the above-described lands and shown in blue on said attached maps. All rights to use said strips of land during construction shall terminate and the surface thereof restored to a condition satisfactory to Grantor within three (3) years from the date hereof.

(5) For said considerations, Grantor hereby further grants and conveys unto Grantee such rights of ingress and egress over its land as may be necessary for the construction, operation, maintenance and removal of said pipeline upon said lands; 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 pipeline.

(6) As part of the consideration to Grantor for the rights herein granted, Grantee does hereby release, relinquish and cancel any and all rights it may have under previous instruments to construct, operate, maintain and remove any additional (not existing) pipeline or lines on the strips of land shown in yellow on said attached maps.

(7) Grantee shall give Grantor thirty (30) days written notice prior to beginning the construction of said pipeline and shall also furnish Grantor with the estimated date of completion.

(8) The rights herein granted shall not be construed to be superior to but are subject to such easements as may exist for: (a) railroad tracks (b) electric power transmission lines; (c) telephone and telegraph lines; (d) pipelines; (e) public roads, and (f) private roads.

(9) Grantor shall not be held liable for any claims for damage which may accrue on account of the construction, operation or maintenance of said pipeline on the land of Grantor; Grantor shall not be liable on account of damage to said pipeline 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 line; and Grantee shall indemnify, protect and save harmless Grantor from all loss, damage, cost or expense which Grantor may sustain on account of the construction, operation, maintenance or removal of said pipeline 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 pipeline upon said land.

(10) If, in the judgment of Grantor, it should ever be necessary or desirable to lower or raise said pipeline 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 pipeline 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.

(11) 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 pipeline; Grantee shall, however, pay Grantor for the reasonable timber market value of all trees cut, injured or destroyed in the construction of said pipeline which are located outside the areas shown in red and blue on said maps and thereafter during maintenance of said pipeline for all such timber destroyed located outside the strips of land shown in red on said maps.

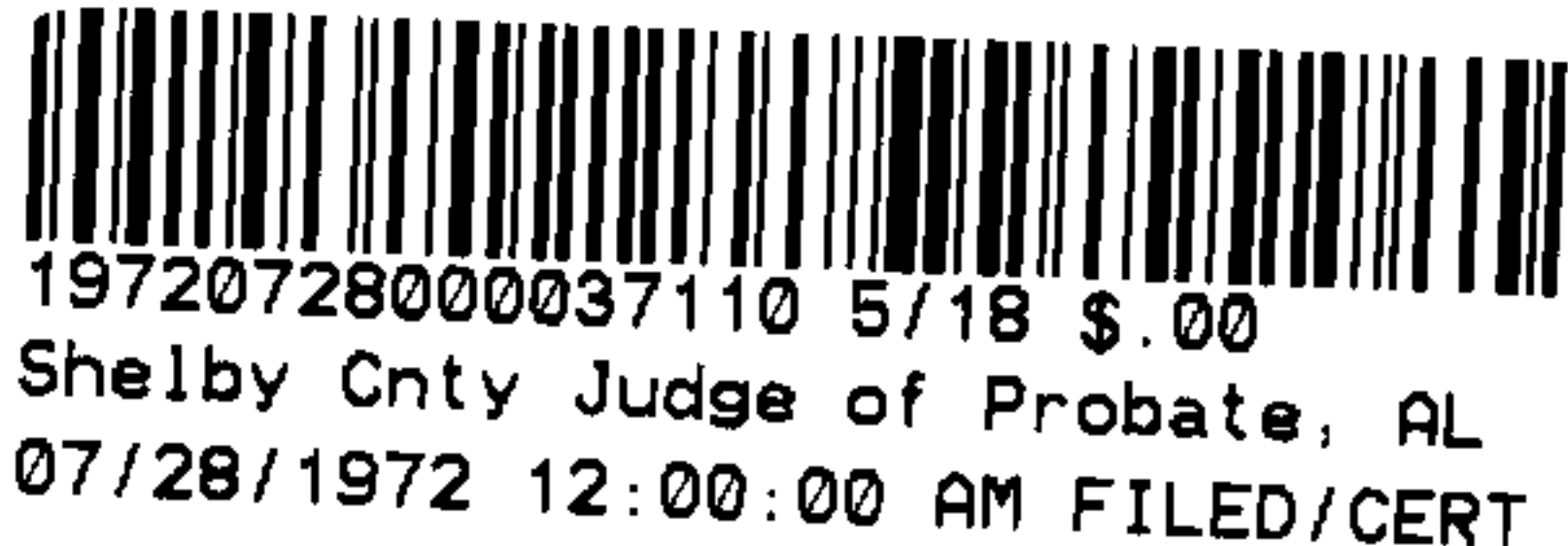
(12) Grantor shall have the right at any and all times to use in its mining, quarrying or manufacturing operations the land over which said pipeline is located and Grantor shall also have the right to install, maintain and use tracks, roads, pipelines, haulage systems and wires or cables of any description across said pipeline; Grantor shall have the right to grant to others the right to install, maintain and use tracks, roads, pipelines, haulage systems and wires or cables of any description across said pipeline; upon condition, however, (1) that the exercise of any of said rights by Grantor shall cause no unreasonable interference with said pipeline 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.

(13) After completion of the construction of said pipeline, Grantee, at its expense, shall promptly restore the access road routes used by Grantee during construction, to and on land of Grantor to a degree compatible with the state of accessibility prior to use thereof by Grantee.

(14) Grantee shall at its expense upon completion of installation of its pipeline 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 pipeline 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.

(15) Should the pipeline or any portion thereof constructed, operated

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273
360



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 pipeline 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 pipeline 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 pipeline 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 pipeline as herein described and shall be so located as to permit the construction, operation and maintenance of said pipeline in accordance with good engineering and operating practice and in the event any portion of the new location for said pipeline is not on lands now owned by Grantor, then before such pipeline 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 pipeline.

(16) In the event the construction or maintenance of said pipeline 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.

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BACK
(17) 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 covenants, 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 pipeline from said land should it remain thereon without right for exceeding ninety (90) days, but such removal shall be at the expense of Grantee.

(18) The rights herein granted shall revert to Grantor, its successors and assigns, in the event of abandonment of the use of said pipeline during a continuous period of twelve (12) months' time.

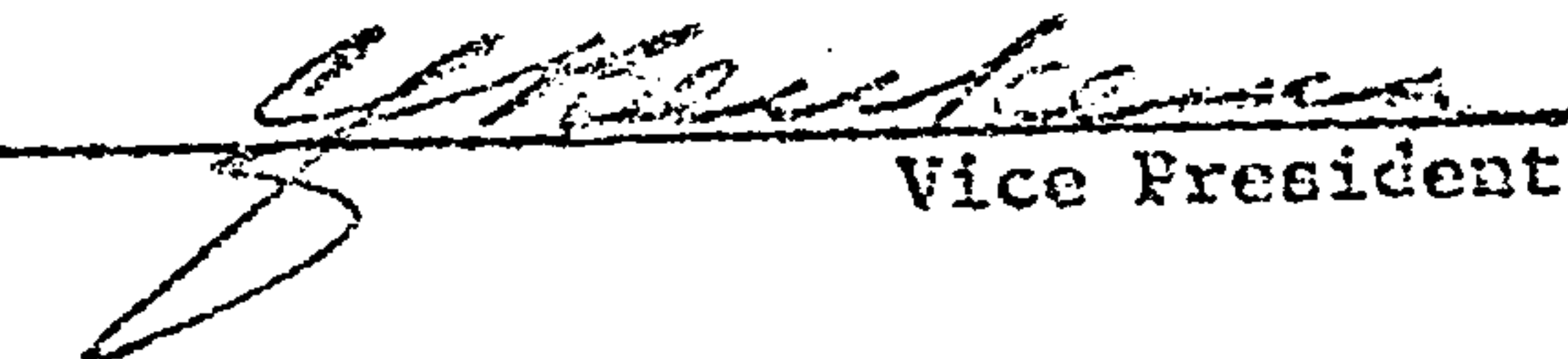


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Shelby Cnty Judge of Probate, AL
07/28/1972 12:00:00 AM FILED/CERT

(19) 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.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in duplicate and their corporate seals to be hereunto affixed and attested this, the day and year first above written.

UNITED STATES STEEL CORPORATION

By 
Vice President

ATTEST:

A. F. King
Assistant Secretary

PLANTATION PIPE LINE COMPANY

By P. R. Ferguson
P. R. Ferguson, Vice President-
Operations

ATTEST:

T. M. Niblack
T. M. Niblack, Secretary

200 PM 3/7/73

OK
gal
2/7/73

STATE OF Pennsylvania :
COUNTY OF Allegheny :

19720728000037110 7/18 \$.00
Shelby Cnty Judge of Probate, AL
07/28/1972 12:00:00 AM FILED/CERT

I, the undersigned authority in and for said County, in said State, hereby certify that C. F. Beukema, whose name as Vice President of the United States Steel Corporation, a corporation, 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 the conveyance, 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 16th day of March, 1972.

Jane Sunder
Notary Public
JANE SUNDER, Notary Public
PITTSBURGH, ALLEGHENY COUNTY
My Commission Expires August 24, 1974

STATE OF GEORGIA:
COUNTY OF FULTON:

I, the undersigned authority in and for said County, in said State, hereby certify that P. R. Ferguson, whose name as Vice President - Operations of Plantation Pipe Line Company, a corporation, 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 the conveyance, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

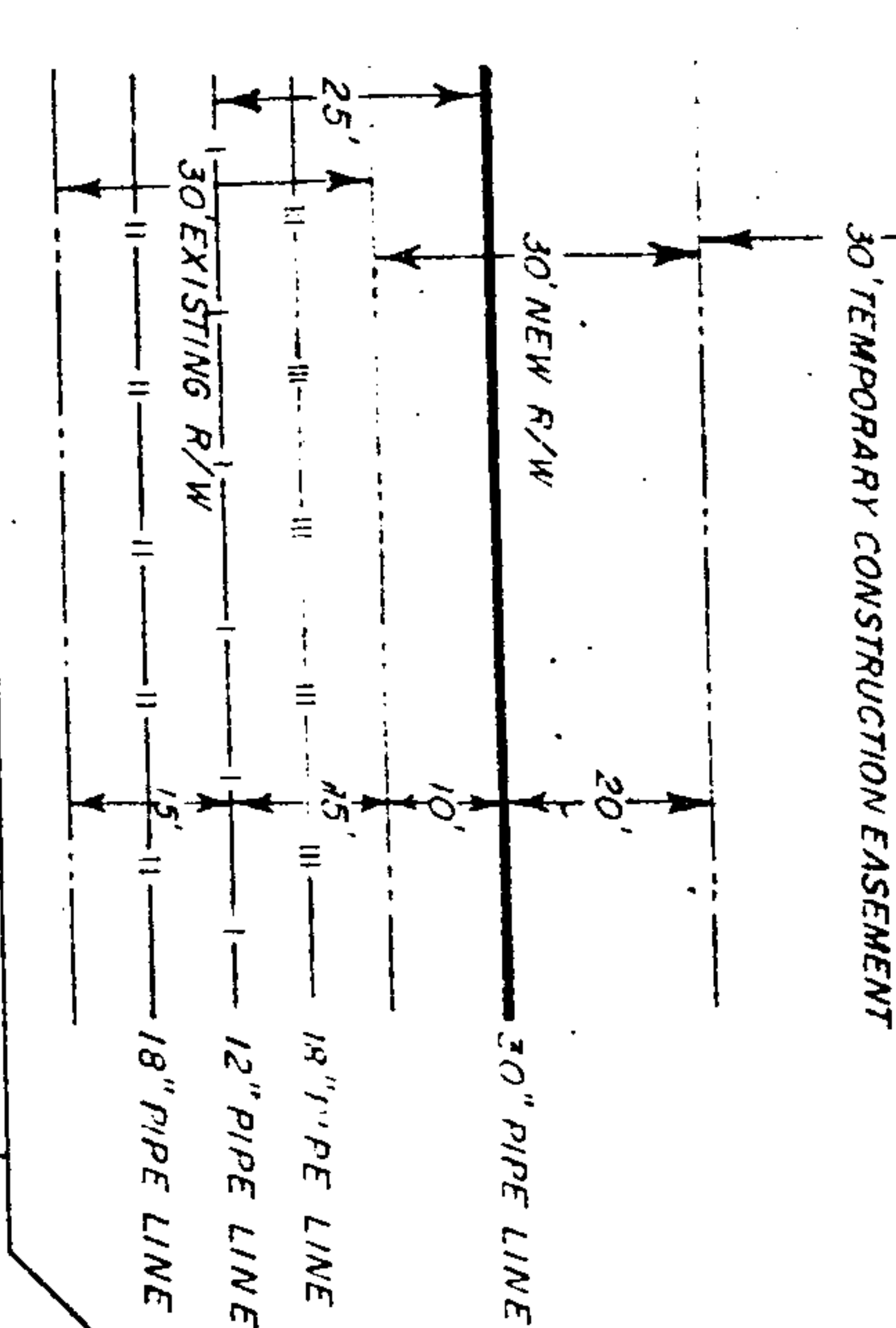
Given under my hand and official seal, this 9th day of February, 1972.

John A. Rutledge, Jr.
John A. Rutledge, Jr. Notary Public
My Commission Expires February 20, 1973

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07/28/1972 12:00:00 AM FILED/CERT

DETAIL SHOWING RIGHT OF WAY from F' to G'
from H' to I'

Scale = 1" : 40'



Township 20 South, Range 5 West

20 21
29 28

NW 1/4
of Sec

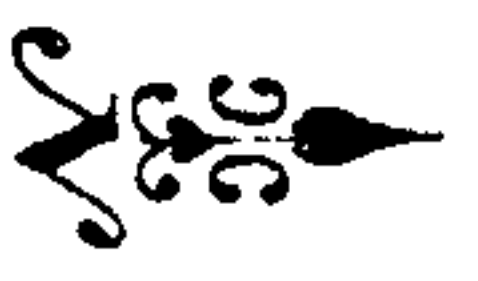
NW 1/4 of NE 1/4
of Section 29

NE 1/4 of NW 1/4
of Section 29

SE 1/4 of NW 1/4
of Section 29

SW 1/4 of NW 1/4
of Section 29

NW Cor. of SW 1/4 of NW 1/4
of Sec. 29, Tp. 20 S., R. 5 W.

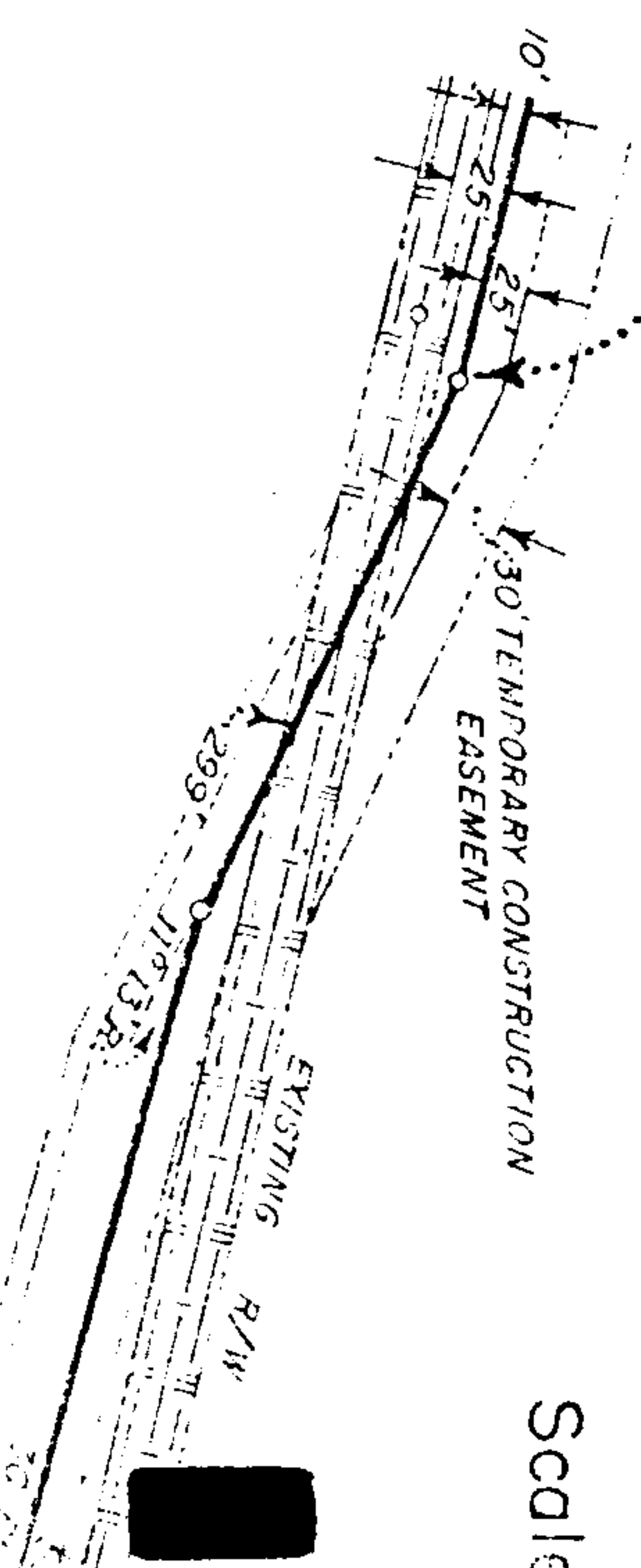


PUBLIC ROAD

ALABAMA POWER COMPANY'S TRANSMISSION
EASEMENT 10' WIDE FOR
CATHODIC PROTECTION
RECTIFIER SITE

DETAIL SHOWING RIGHT OF WAY

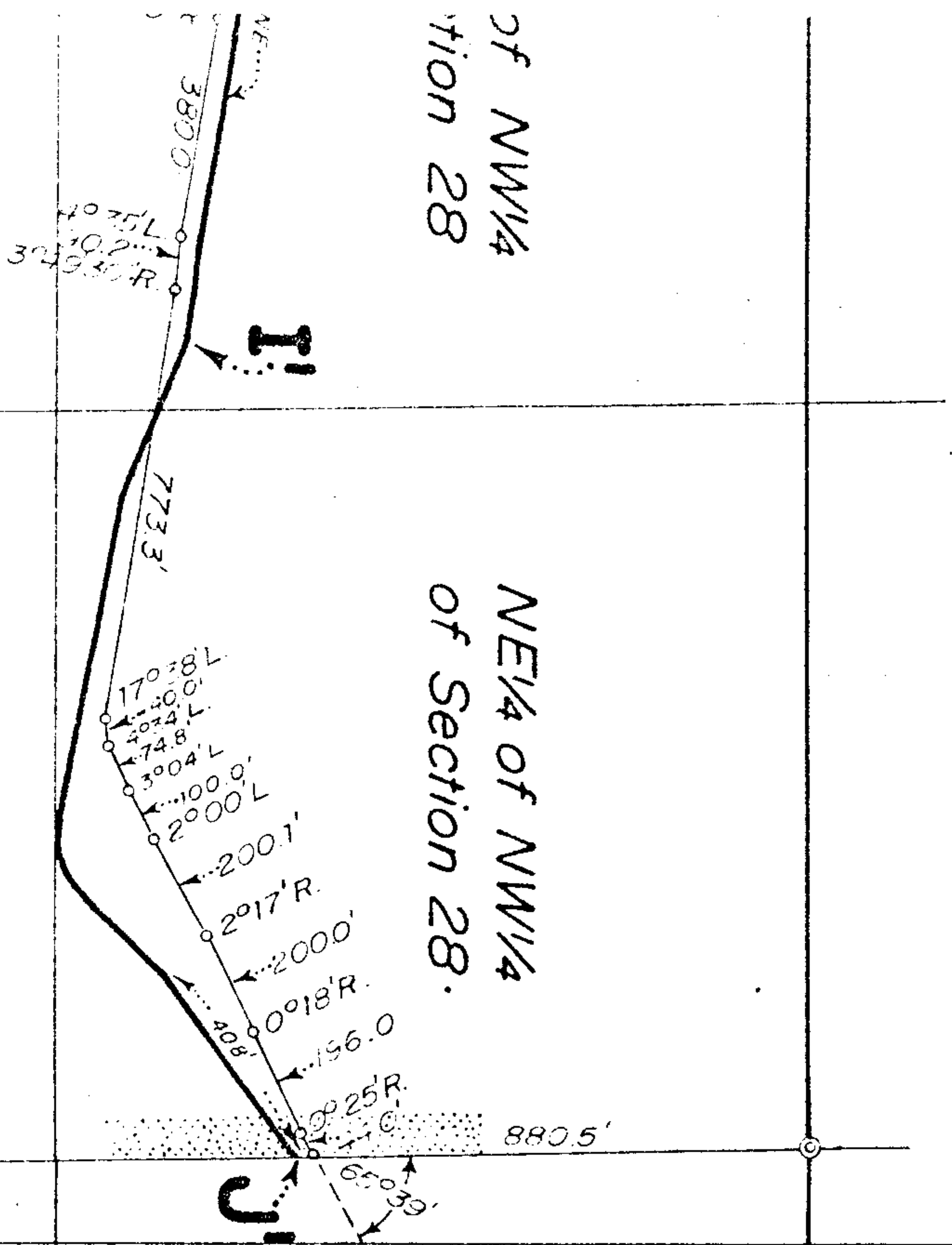
Scale



Shelby County, Alabama

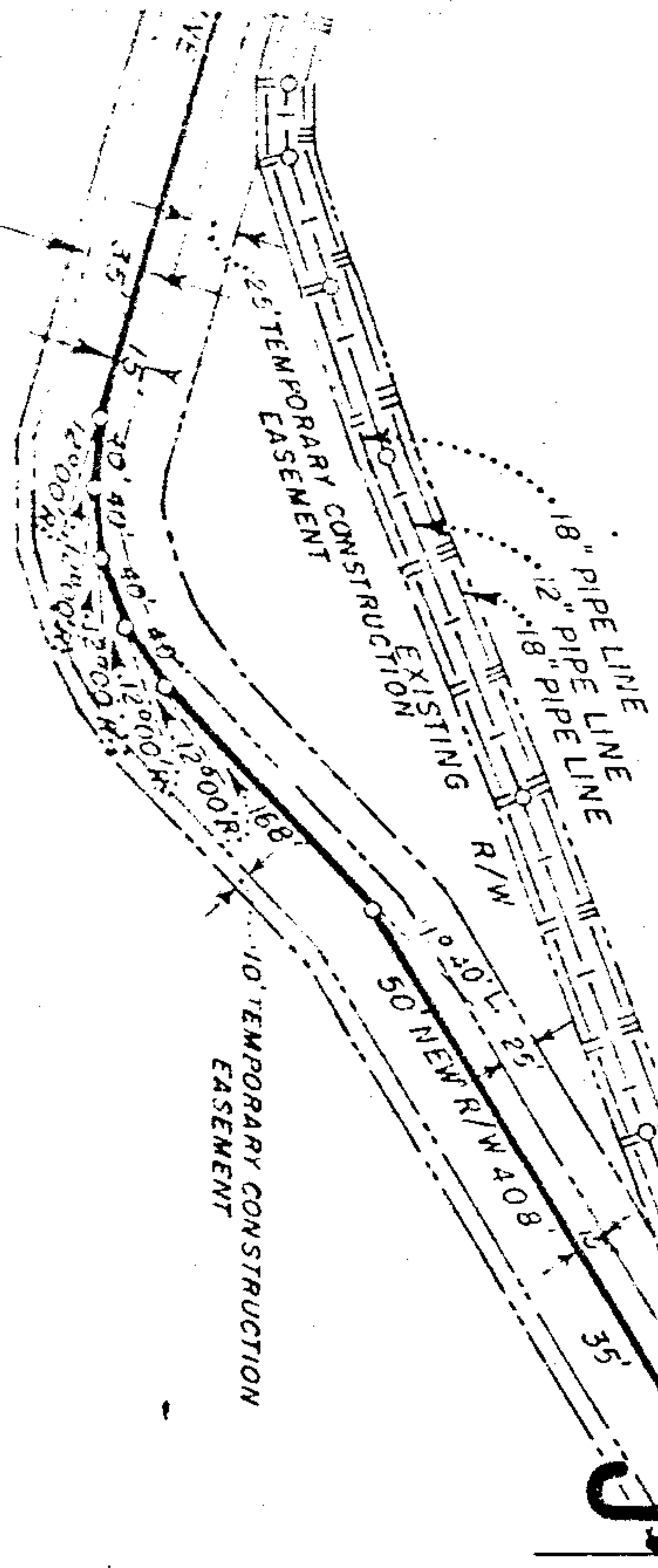
of NW1/4
tion 28

NE1/4 of NW1/4
of Section 28.



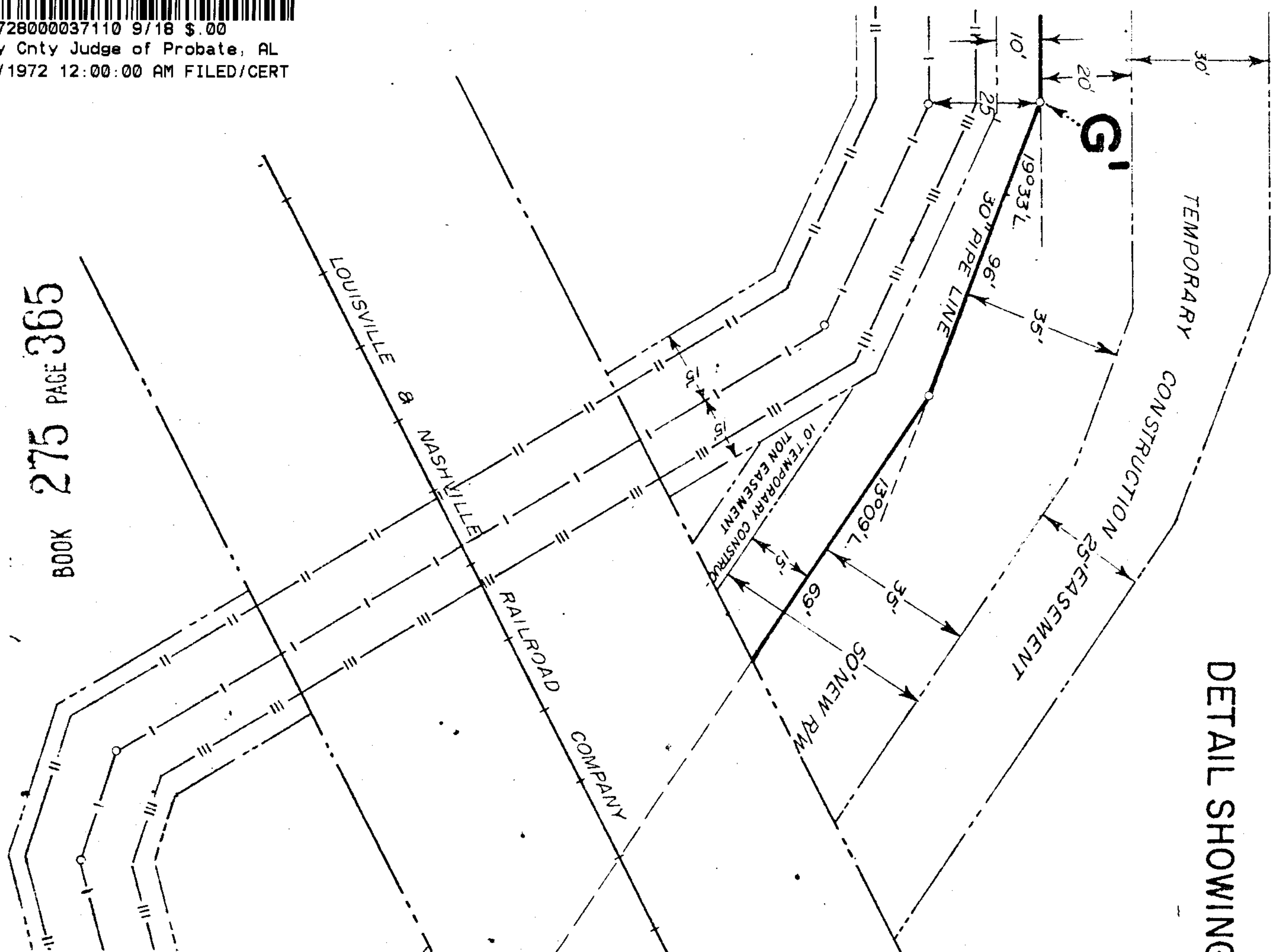
IT OF WAY from I to J

1" : 200'



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Shelby Cnty Judge of Probate, AL
07/28/1972 12:00:00 AM FILED/CERT

DETAIL SHOWING



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Scale = 1" : 40'



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Shelby Cnty Judge of Probate, AL
07/28/1972 12:00:00 AM FILED/CERT

10/10/2008

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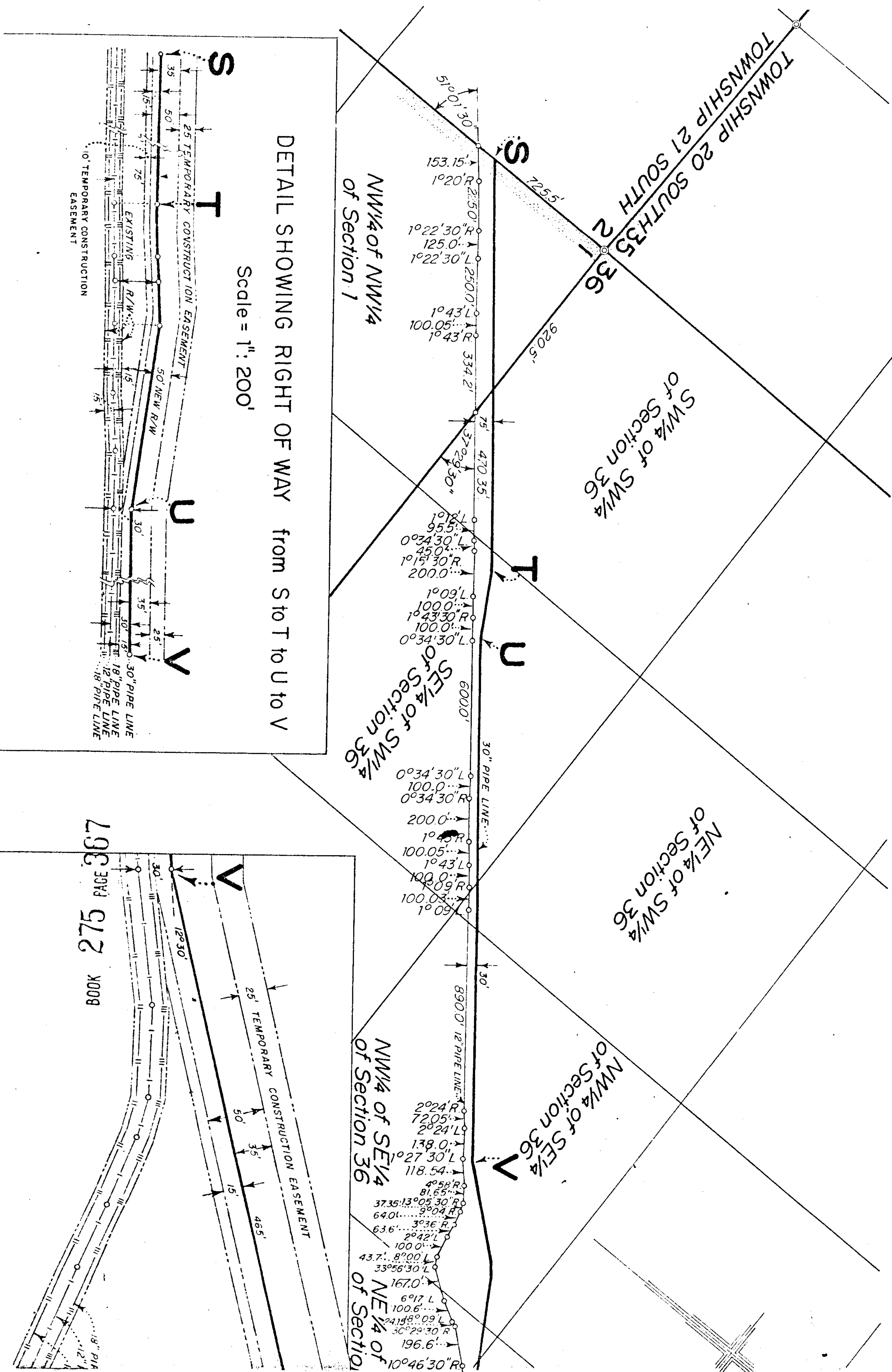
Existing pipe lines
of Plantation Pipe
Line Company

11-69 LD

11-69 LD

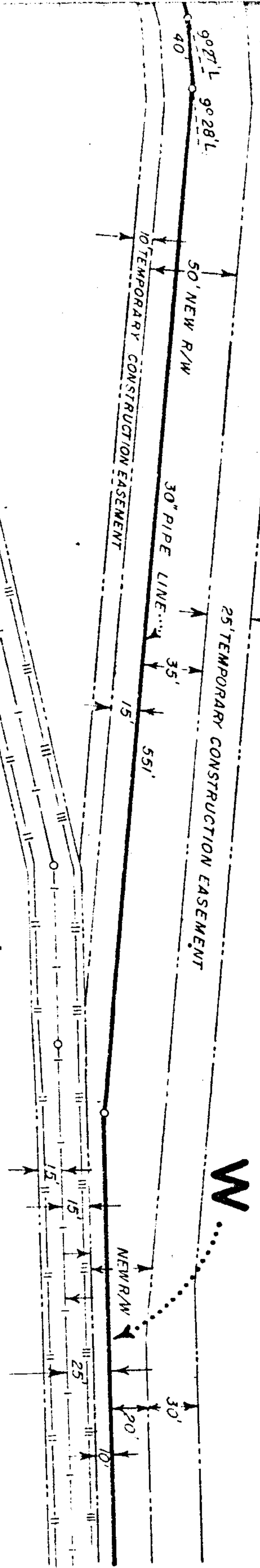
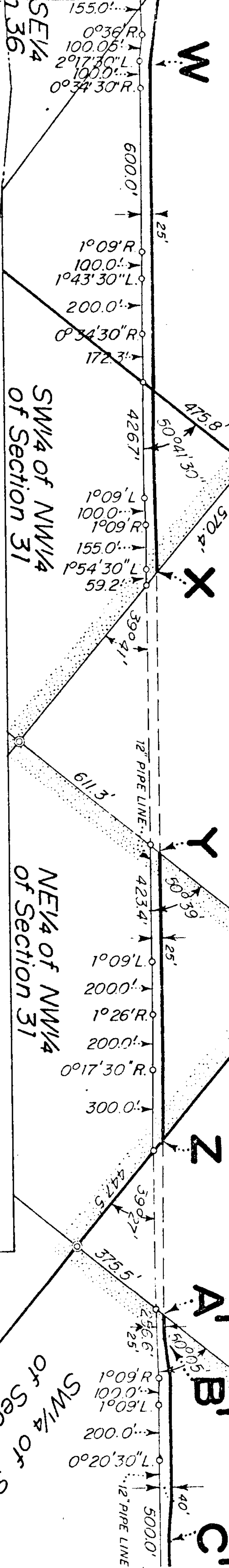
United States Steel Corporation.
Southern-Raw Materials Property
Scale 1 in. = 500 ft.

19720728000037110 11/18 \$.00
Shelby Cnty Judge of Probate, AL
07/28/1972 12:00:00 AM FILED/CERT



Ownership 20 & 21 South, Ranges 3 & 4 West.

SE 1/4 of NE 1/4 of Section 36
RANGE 4 WEST
RANGE 3 WEST

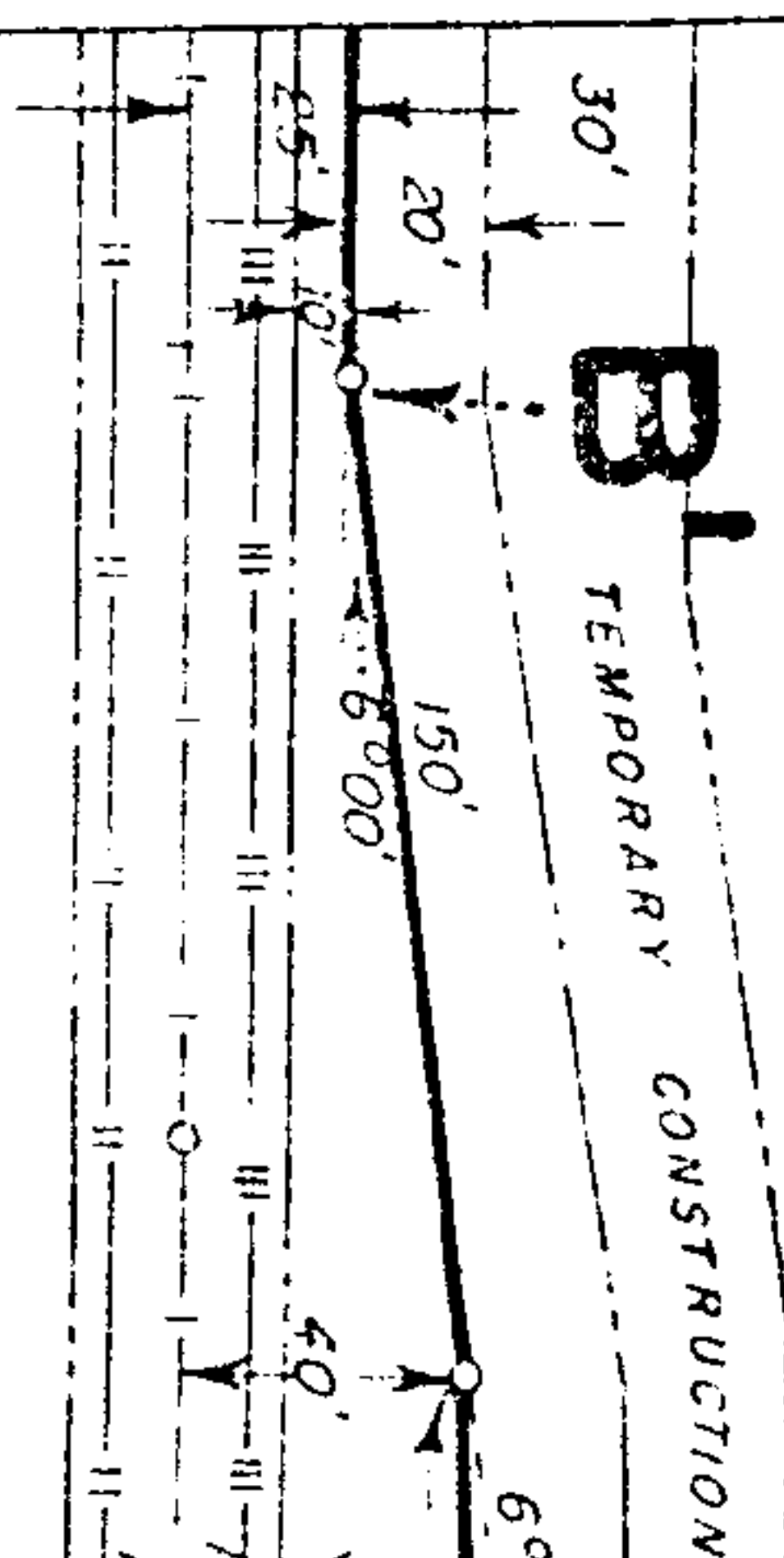


DETAIL SHOWING RIGHT OF WAY from V to W

Scale = 1" = 100'

Shelby County, Alabama.

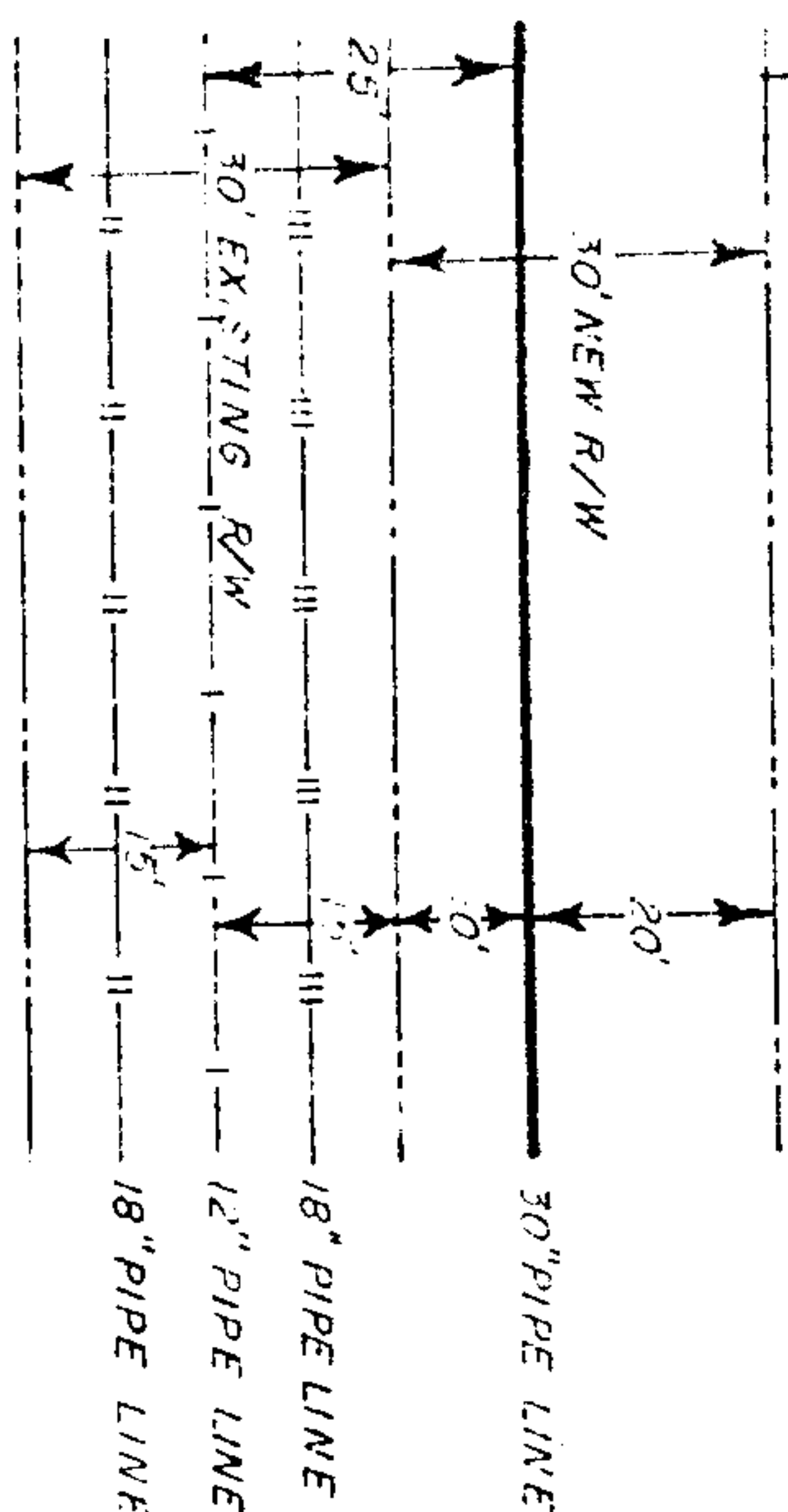
893 PAGE 512 BOOK



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07/28/1972 12:00:00 AM FILED/CERT

DETAIL SHOWING RIGHT OF WAY

30' TEMPORARY CONSTRUCTION EASEMENT



from W to X
from Y to Z
from A' to B'
from C' to D'
from E' to F'

Scale = 1" : 40'

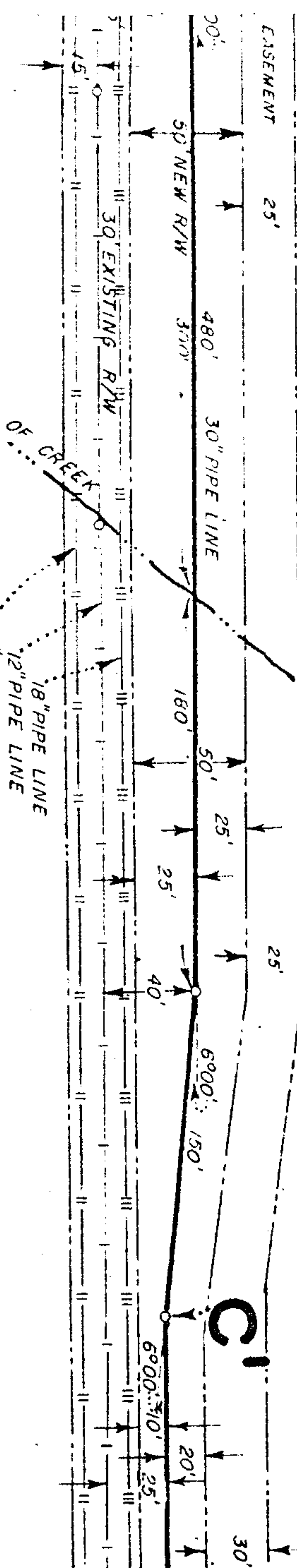
NE 1/4 of SE 1/4
of Section 30

NE COR. of SE 1/4 of NE 1/4
of Sec. 30 T. 20S. R. 3W.

19720728000037110 13/18 \$.00
Shelby Cnty Judge of Probate, AL
07/28/1972 12:00:00 AM FILED/CERT

DETAIL SHOWING RIGHT OF WAY from B' to C'

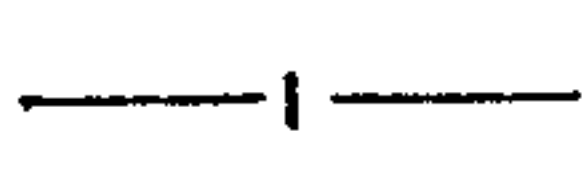
Scale = 1" : 100'



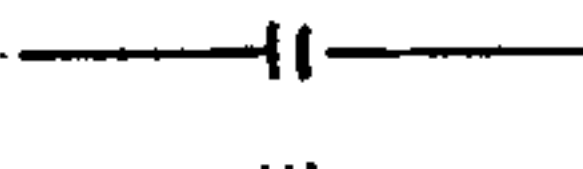
Land of United States Steel Corporation.



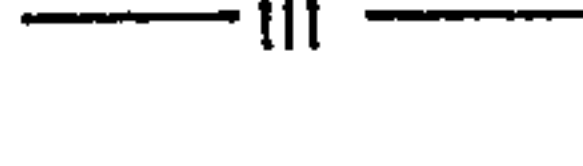
Right of way of Plantation Pipe Line Company.



The first pipe line constructed (12 inches in diameter)



The second pipe line constructed (18 inches in diameter)



The third pipe line constructed (18 inches in diameter)



Right of way granted by United States Steel Corporation to Plantation Pipe Line Company by contract dated the 6th day of OCTOBER 1971.



Pipe line thirty inches in diameter referred to in next above mentioned contract.



Temporary construction easement referred to in next above mentioned contract.

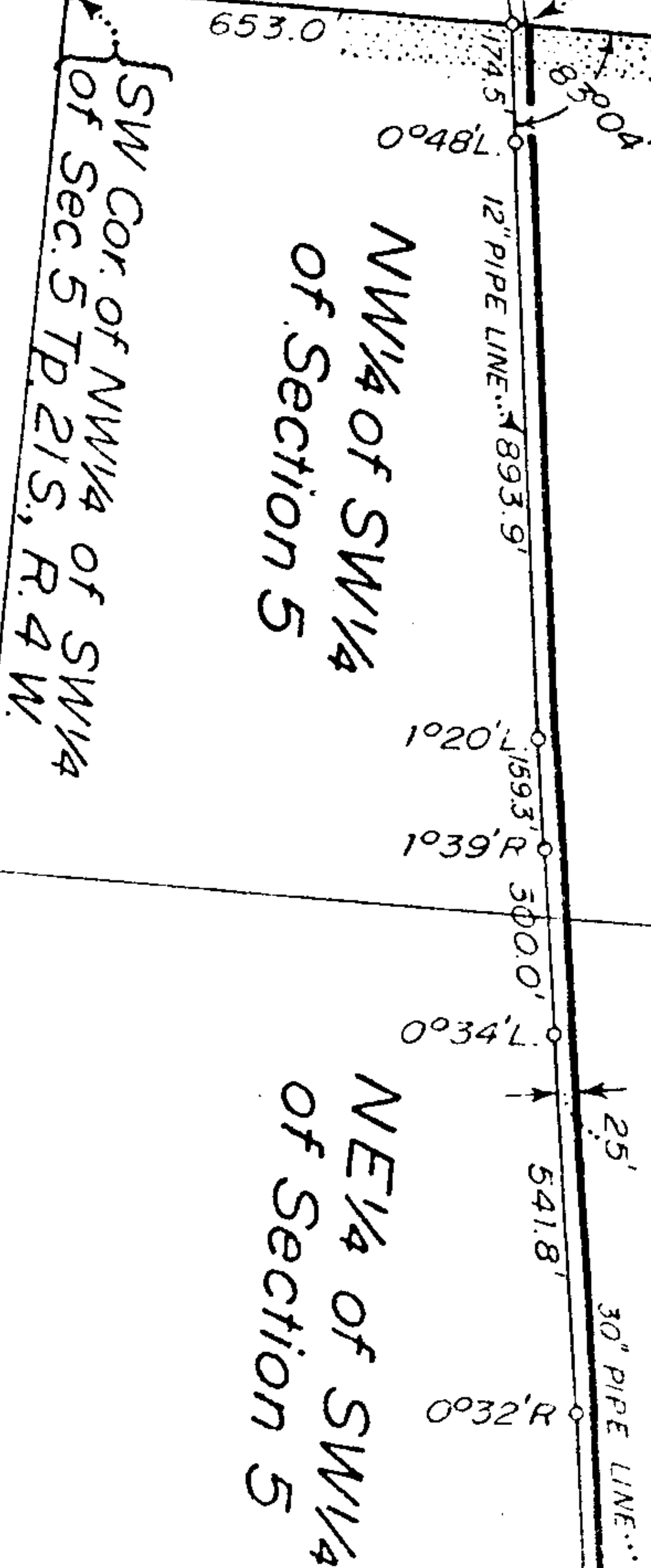
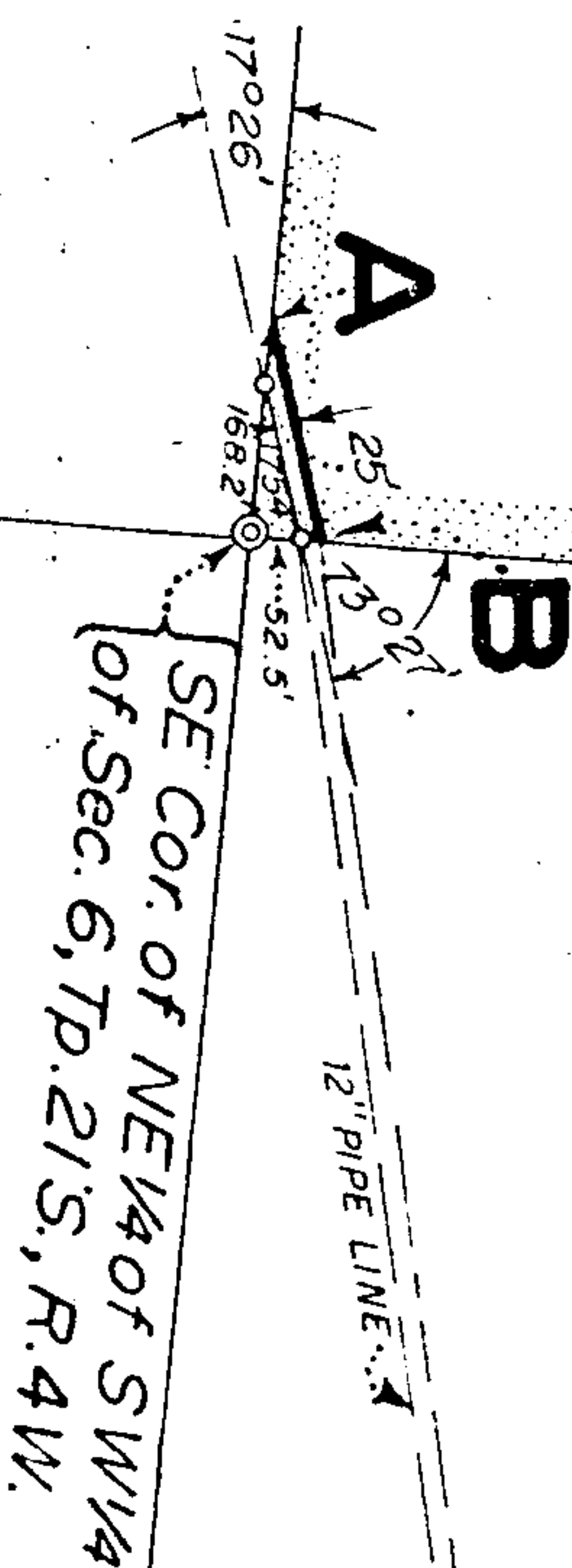
Existing pipe lines
of Plantation Pipe
Line Company.

United States Steel Corporation.
Southern-Raw Materials Property
Scale 1 in. = 500 ft.



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Shelby Cnty Judge of Probate, AL
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NE 1/4 of SW 1/4
of Section 6

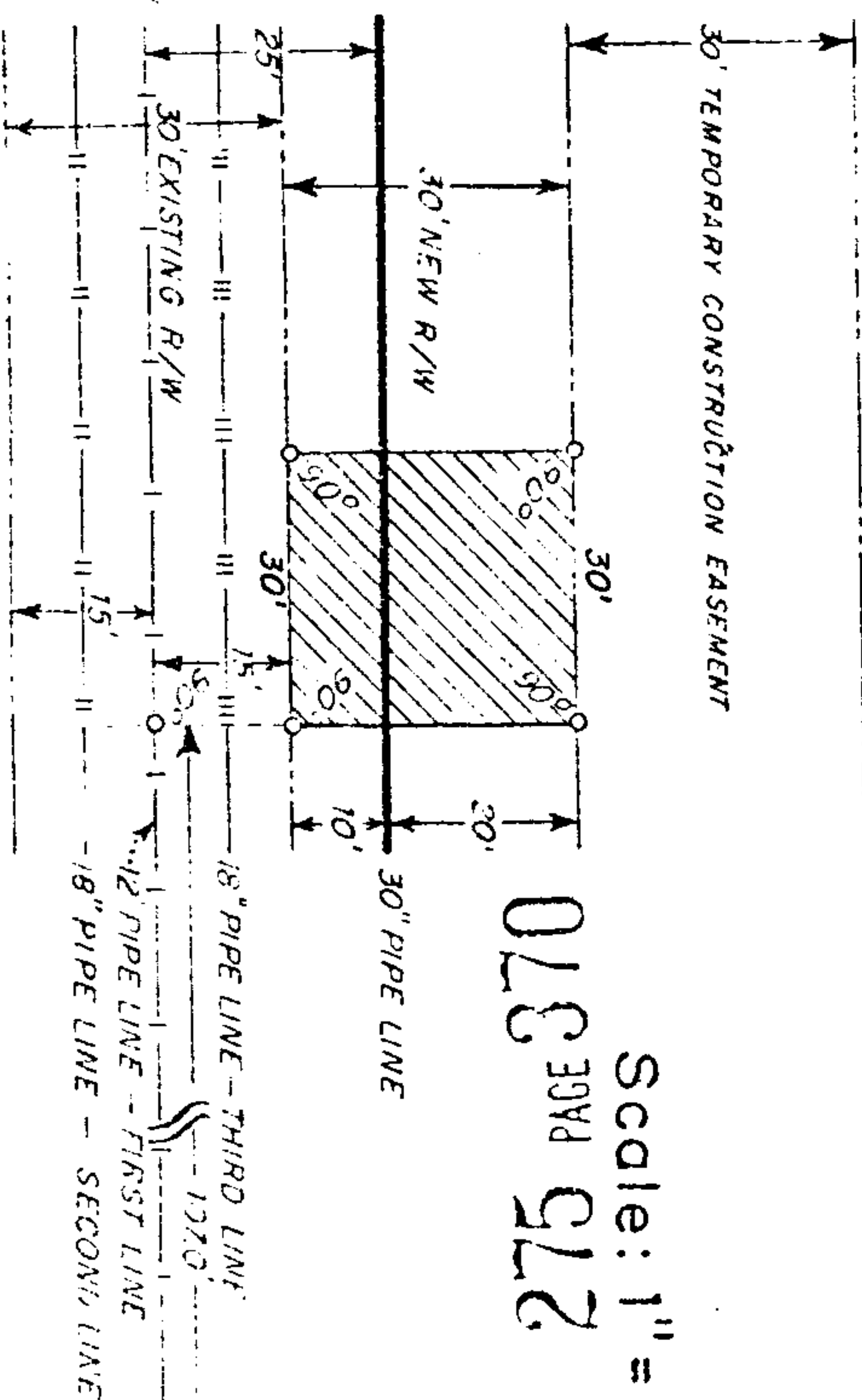


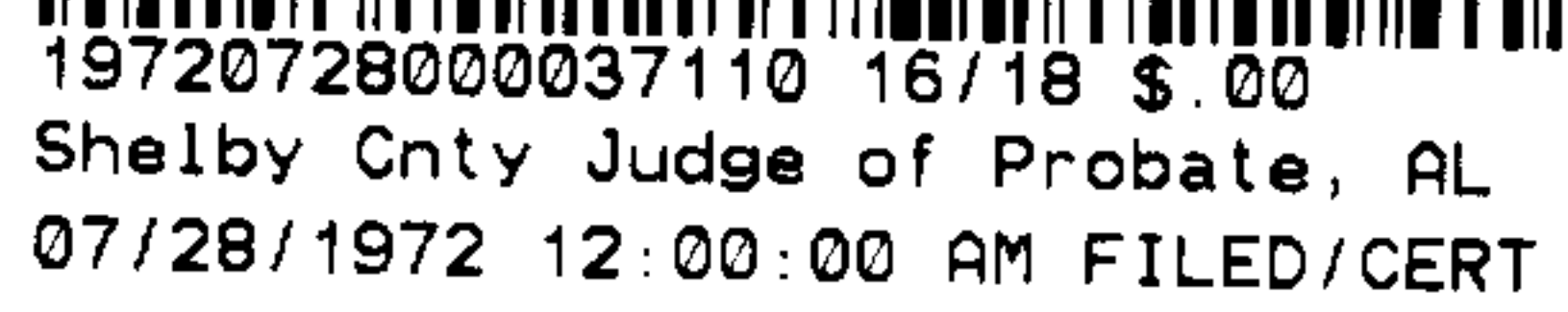
DETAIL SHOWING
RIGHT OF WAY

from A to B
from C to D
from F to G
Scale = 1" = 40'

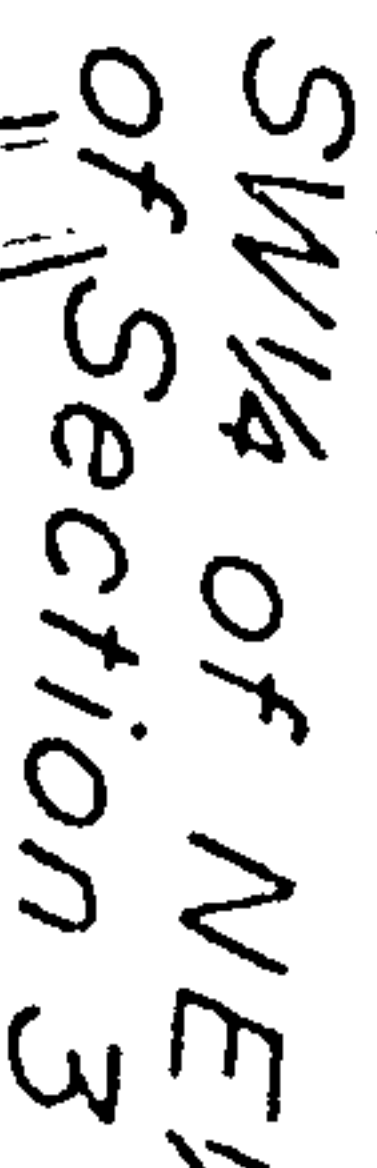
DETAIL SHOWING VALVE SITE

Scale: 1" = 40'
02C PAGE 522 X008

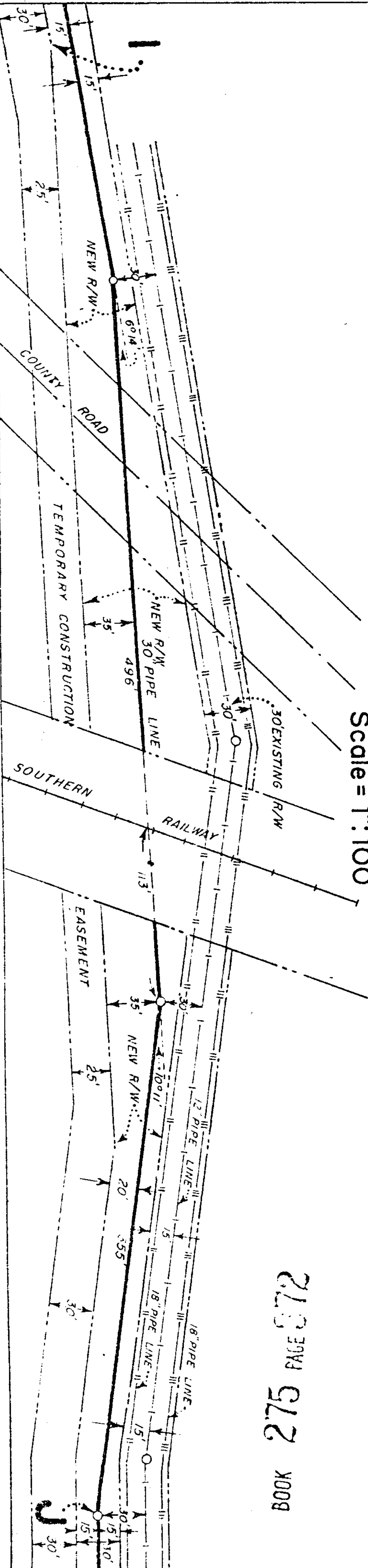




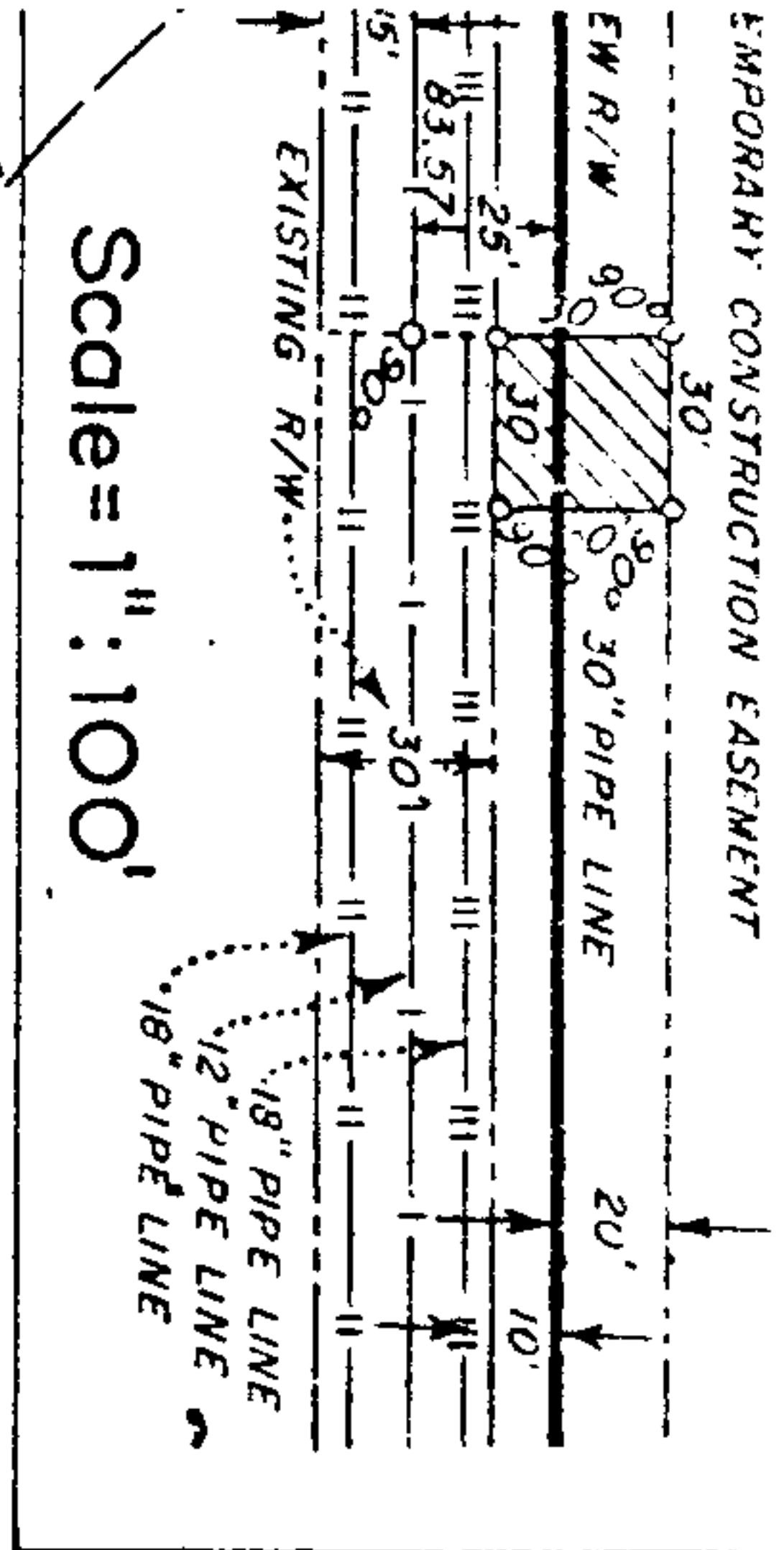
$\frac{1}{4}$ of NE $\frac{1}{4}$
Section 4



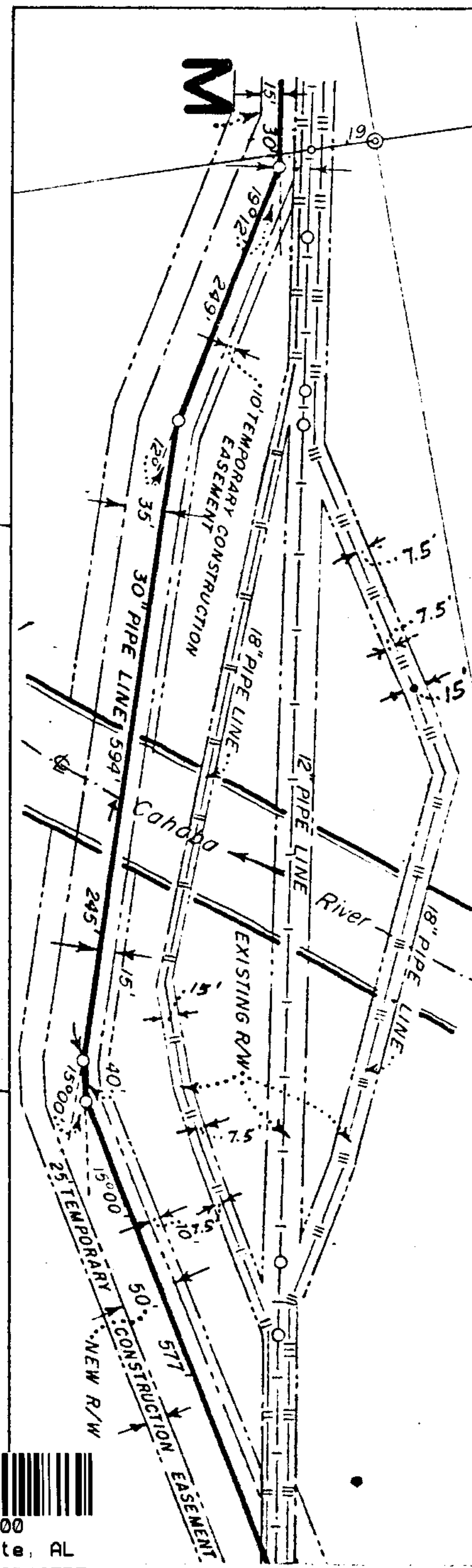
BOOK 275 PAGE 372



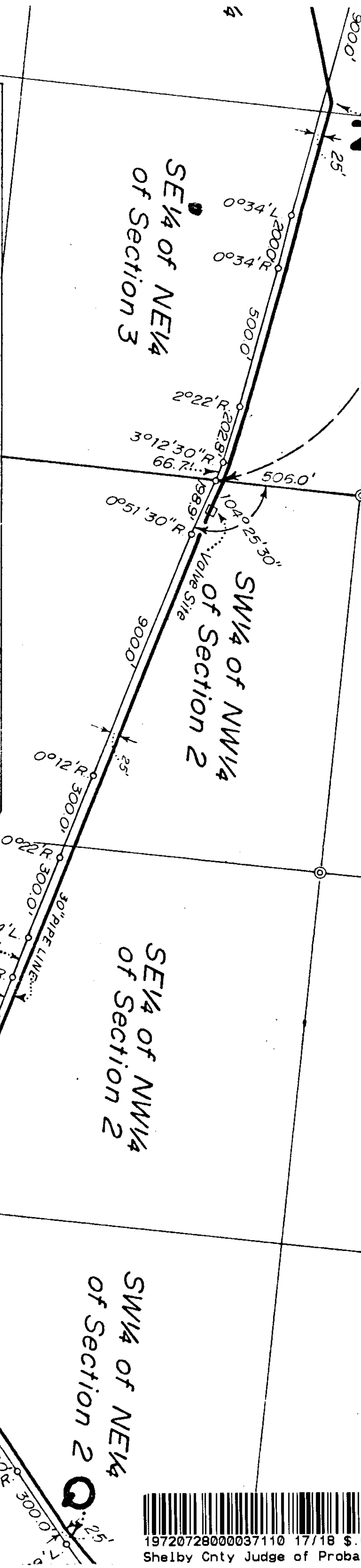
ALL SHOWING VALVE SILE



DETAIL SHOWING RIGHT OF WAY from M to N

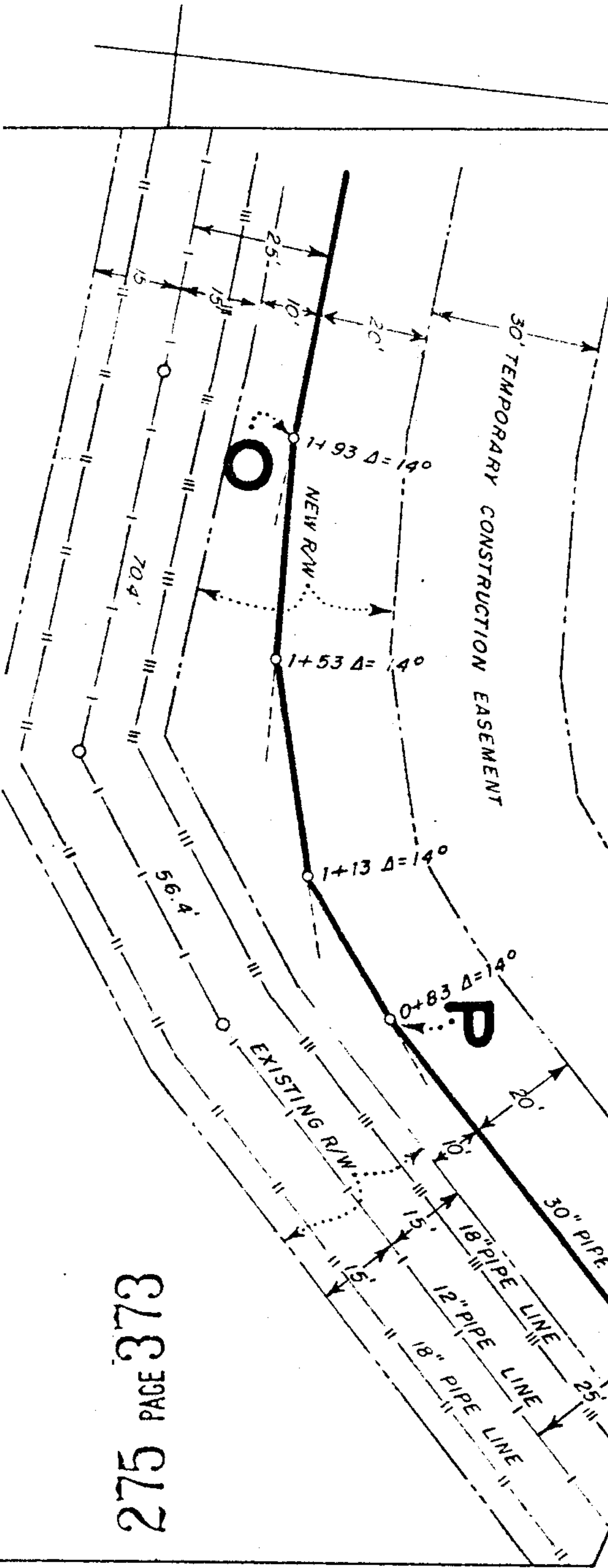


SE 1/4 of NE 1/4 of Section 3

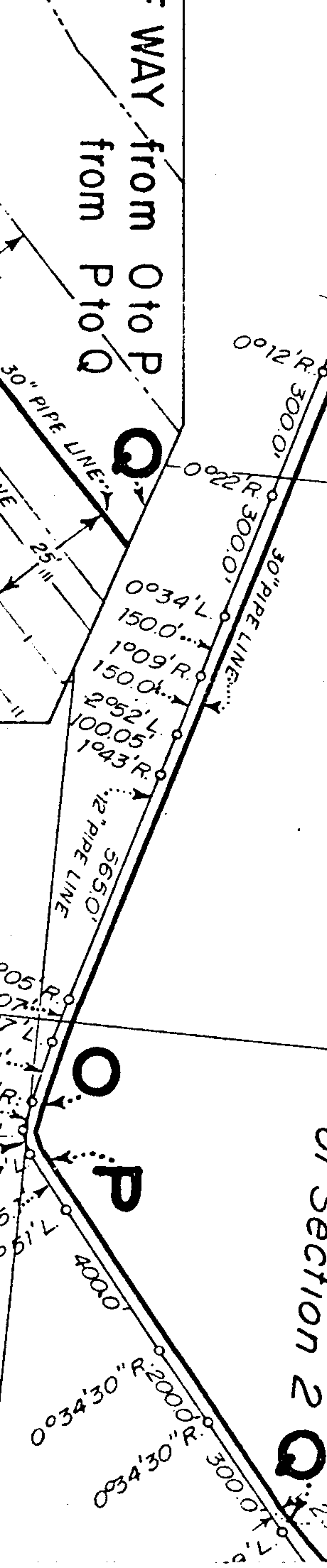


DETAIL SHOWING RIGHT OF WAY from P to Q

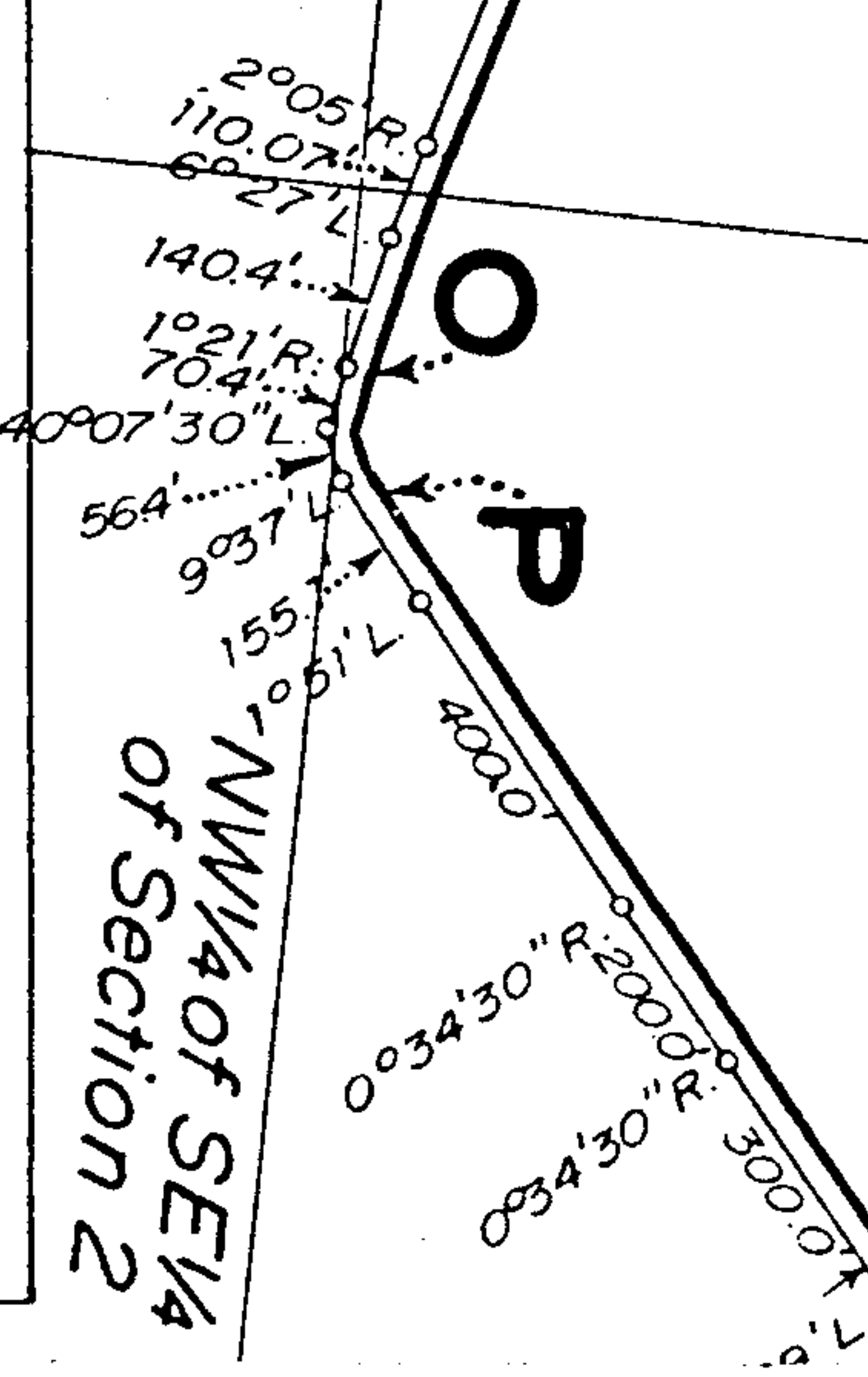
Scale = 1" : 40'



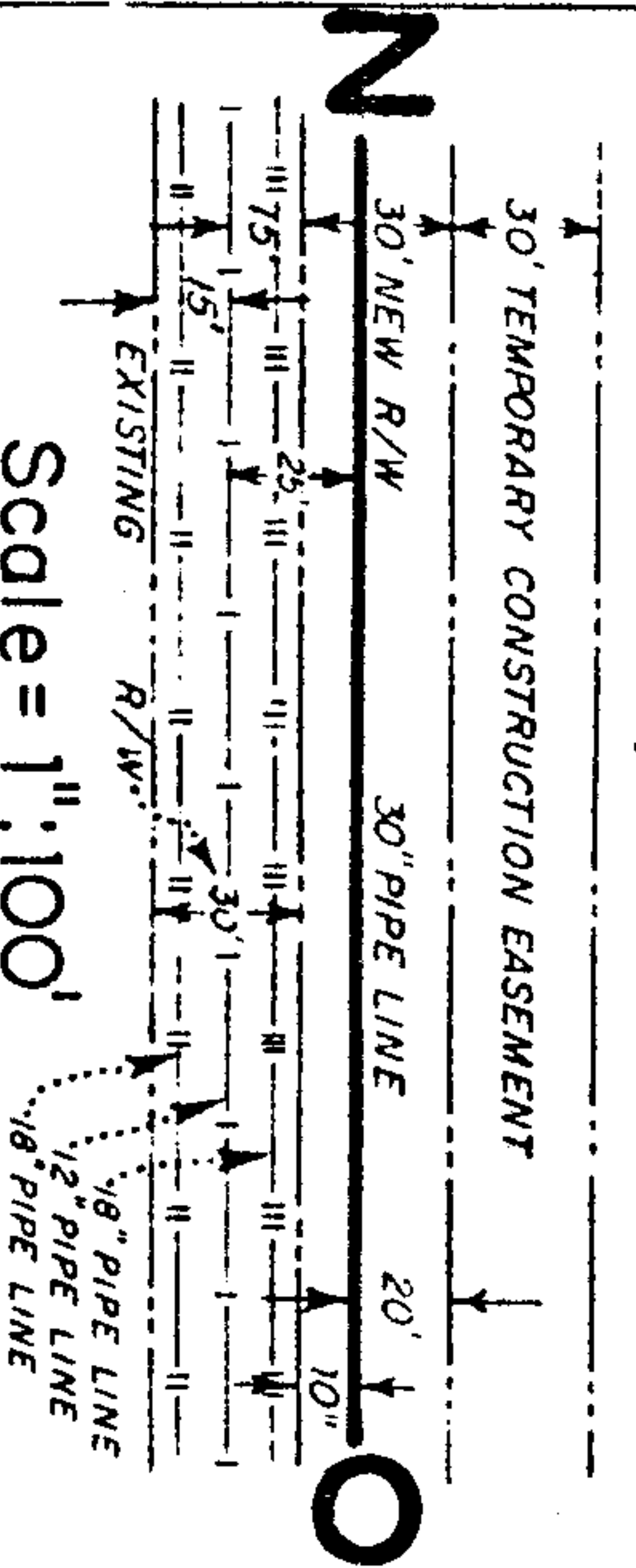
SE 1/4 of NW 1/4 of Section 2



SW 1/4 of NE 1/4 of Section 2



DETAIL SHOWING RIGHT OF WAY from N to O



68' 188

Scale = 1" = 200'

CONSTRUCTION
EASEMENT

N

NE 1/4 of NE 1/4
of Section 2

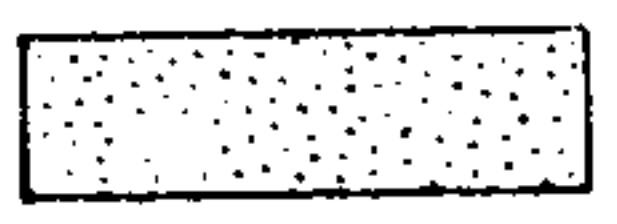
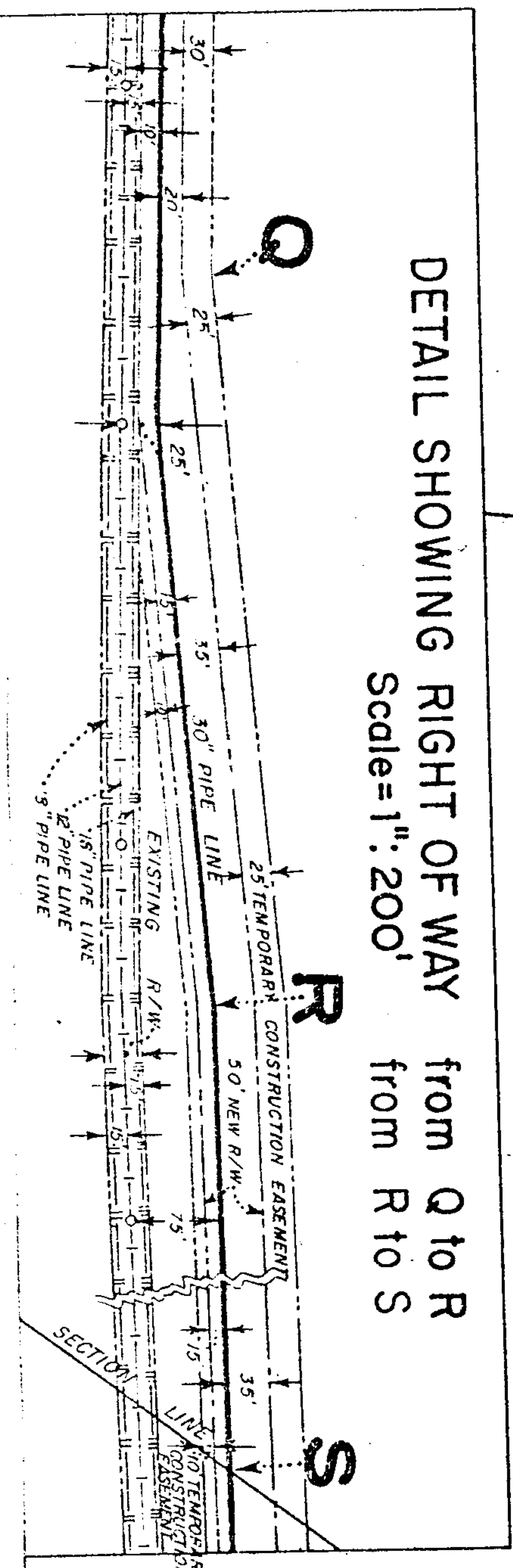
SE 1/4 of NE 1/4
of Section 2

R

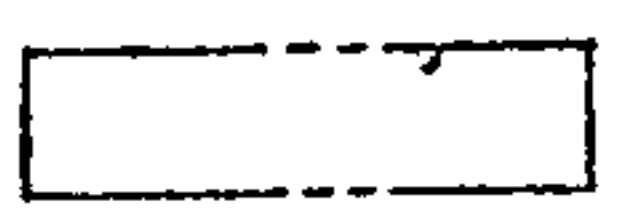
S

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1972 JUL 28 AM 8:54
U.C.C. FILE NUMBER OR
REC. BK. & PAGE AS SHOWN ABOVE
C. J. J. J. J.
JUDGE OF PROBATE

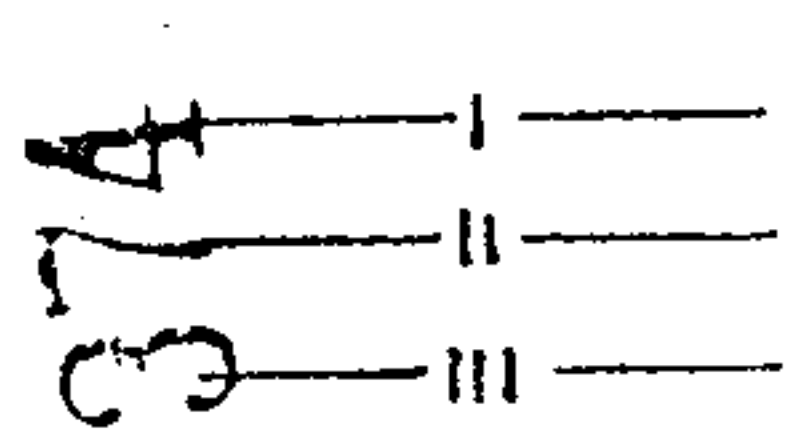
DETAIL SHOWING RIGHT OF WAY from Q to R
Scale = 1" = 200' from R to S



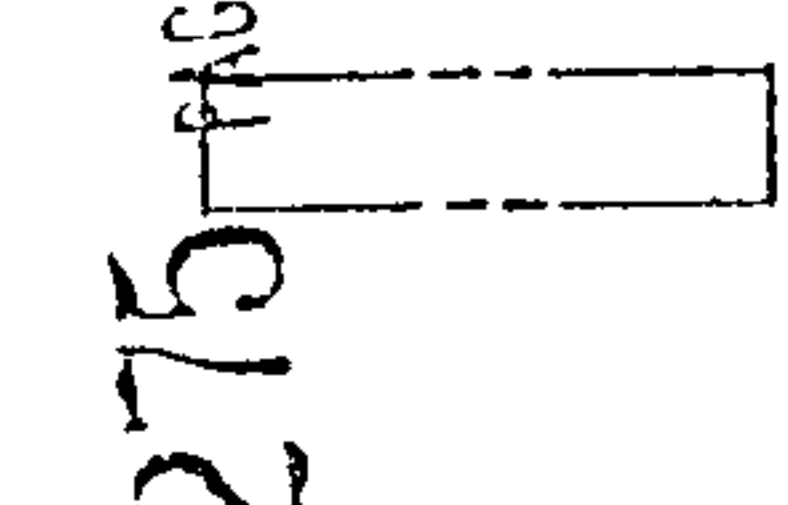
Land of United States Steel Corporation.



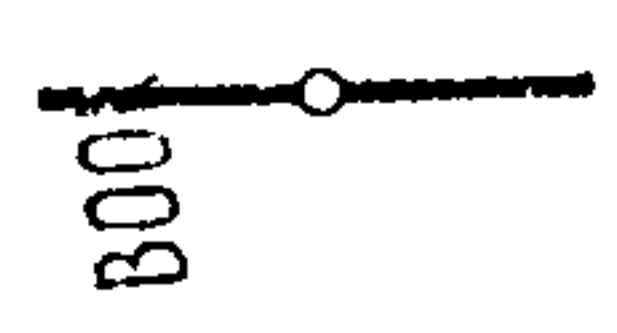
Right of way of Plantation Pipe Line Company.



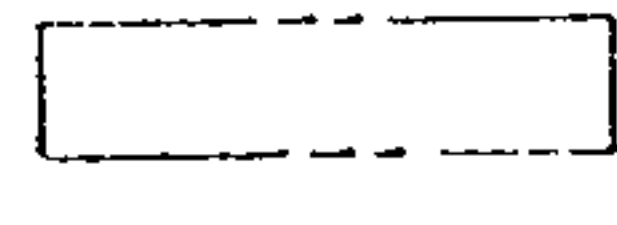
The first pipe line constructed (12 inches in diameter) Existing pipe lines
The second pipe line constructed (18 inches in diameter) of Plantation Pipe
The third pipe line constructed (18 inches in diameter) Line Company.



Right of way granted by United States Steel Corporation to Plantation Pipe Line Company by contract dated the 6th day of OCTOBER 1971.



Pipe line thirty inches in diameter referred to in next above mentioned contract.



Temporary construction easement referred to in next above mentioned contract.



Two valve sites referred to in next above mentioned contract.

32-56 LD



19720728000037110 18/18 \$.00
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