

10695

THIS CONTRACT, entered into this 10th day of November, 1971, between UNITED STATES STEEL CORPORATION, a Delaware corporation, hereinafter 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 various instruments listed below, Grantor's predecessors in title granted Grantee the right to construct, operate, maintain and remove a pipeline 4" in diameter, now removed, and a pipeline 8" in diameter, presently existing and in use, across strips of land now owned by Grantor in the locations as shown in yellow on three maps marked respectively 11-66 LD, 11-67 LD, and 11-68 LD attached hereto and made a part hereof:

(1) Agreement between Tennessee Coal, Iron and Railroad Company and Grantee dated September 30, 1942 and amendments thereto. Grantor is successor, by merger, to Tennessee Coal, Iron and Railroad Company.

(2) Agreement between Tennessee Land Company and Grantee dated September 30, 1942 and amendments thereto. Grantor is successor, by mergers, to Tennessee Land Company.

RC
11/4/71
(3) Right of way conveyed to Grantee by M. E. Wilkes by deed dated August 28, 1941, covering certain lands including part of the South-East quarter of Section 32, Township 18 South, Range 3 West, Jefferson County, Alabama, conveyed to United States Steel Corporation by deed dated April 16, 1954.

(4) Agreement between Republic Steel Corporation and Grantee dated April 13, 1950 covering certain lands including part of the South-East quarter of South-East quarter of Section 5 and the West half of South-West quarter of Section 16, Township 19 South, Range 3 West, Jefferson County, Alabama, conveyed to United States Steel Company (now merged into Grantor) by deed dated November 12, 1952; and

WHEREAS, Grantee now proposes to construct a 10" pipeline generally parallel with the above mentioned existing 8" line and has requested Grantor for additional rights therefor including the right to install block gate valve stations.

NOW 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 Hundred Dollars (\$100.00) and other valuable considerations in hand paid to Grantor by Grantee, the receipt whereof is



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acknowledged, and to the extent of the ownership of Grantor in the hereinafter described lands located in Shelby and Jefferson Counties, Alabama, hereby grants and conveys to Grantee the right to construct, operate, maintain and remove a pipeline not to exceed ten inches (10") in diameter in, over and across strips of land shown in yellow and red on said attached maps and extending through the following described lands:

Township 18 South, Range 3 West, Jefferson County, Alabama:

Section 20 - South-East quarter of South-West quarter, and South-West quarter of South-East quarter.

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

Section 32 - West half of North-East quarter, North-East quarter of South-East quarter, and South half of South-East quarter.

Township 19 South, Range 3 West, Jefferson County, Alabama:

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

Section 8 - East half of South-East quarter.

Section 9 - North-West quarter of South-West quarter.

Section 16 - West half of West half of Section.

Section 17 - East half of North-East quarter.

Section 21 - South-West quarter of North-East quarter, East half of North-West quarter, and West half of South-East quarter.

Section 33 - East half of North-East quarter.

Section 34 - South-West quarter of North-West quarter.

Township 20 South, Range 3 West, Shelby County, Alabama:

Section 3 - North-West quarter of North-West quarter, South-East quarter of North-West quarter, and South-East quarter of South-West quarter.

Section 10 - East half of North-West quarter, and South-West quarter of North-East quarter.

(2) 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 North-West quarter of North-West quarter and in the South-East quarter of North-West quarter of Section 3, Township 20 South, Range 3 West, Shelby County, Alabama, in the locations as shown on said attached map marked 11-68 LD, together with the right to fence said tracts and any additional rights required for constructing,

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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.

(3) 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.

(4) Grantor, for the aforesaid considerations, 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.

(5) Grantor does hereby further grant to Grantee, to the extent of ownership of Grantor, the right to construct, operate, maintain, and remove one additional and final pipeline of unlimited diameter on the strips of land shown in yellow and red on said maps attached to this instrument for a consideration to be negotiated prior to construction of said final pipeline and Grantee does hereby release, relinquish and cancel any and all rights it may have under the two above mentioned agreements dated September 30, 1942, and amendments thereto, to construct, operate, maintain, and remove any pipeline or lines (other than the existing 8" pipeline and the proposed 10" pipeline and one additional line of unlimited diameter as authorized in this instrument) on the strips of land shown in yellow on said attached maps.

(6) 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.

(7) 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.

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(8) 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 any 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.

(9) 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.

(10) 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 yellow, 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 yellow and red on said maps.

(11) 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

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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.

(12) 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.

(13) 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.

(14) Should the pipeline 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 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. The provisions of this

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paragraph shall not apply to the pipeline across the easement described in the right of way deed from M. E. Wilkes dated August 28, 1941, referred to as instrument (3) on the first page of this contract.

(15) 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.

(16) 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.

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

(18) 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.

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UNITED STATES STEEL CORPORATION

By *J. Beckema*
Vice President

ATTEST:

Dorothy A. Serob
Assistant Secretary

PLANTATION PIPE LINE COMPANY

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

ATTEST:

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

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OK
JFK
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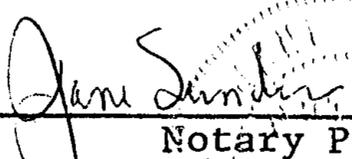
STATE OF Pennsylvania :
:
COUNTY OF Allegheny :



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.

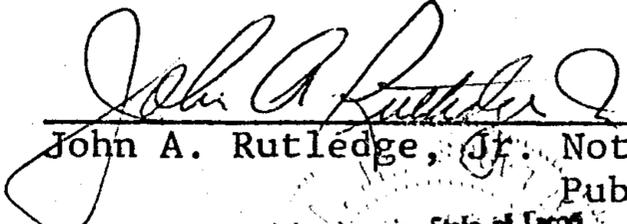


Notary Public
JANE SUNDER, Notary Public
PITTSBURGH, ALLEGHENY COUNTY
My Commission Expires August 24, 1974

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. Notary Public
Notary Public, State of Georgia
My Commission Expires January 30, 1973

United States Steel Corporation
 Southern-Raw Materials Property
 Scale 1 in. = 500 ft. May, 1971.



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SE 1/4 of SW 1/4
 of Section 20

SW 1/4 of SE 1/4
 of Section 20

U.S. STEEL CORP. R.R.

20 21
 29 28

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

RIGHT OF WAY OF WOODWARD CO. A DIV. OF THE MEAD CORP.
 BIRMINGHAM MINERAL RAILROAD

SW 1/4 of NE 1/4
 of Section 29

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

Alabama Power Co. Transmission Line

SE Cor. of NW 1/4 of SE 1/4 of
 Sec. 29, T. 18 S., R. 3 W.

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DETAIL SHOWING RIGHT OF WAY
 from 7 to 8

EXISTING 8" PIPE LINE

CENTER LINE OF PIPE LINE (Now Removed) AND CENTER LINE
 OF R/W REFERRED TO IN DEED DATED AUGUST 28, 1941,
 FROM M.E. WILKES TO PLANTATION PIPE LINE COMPANY

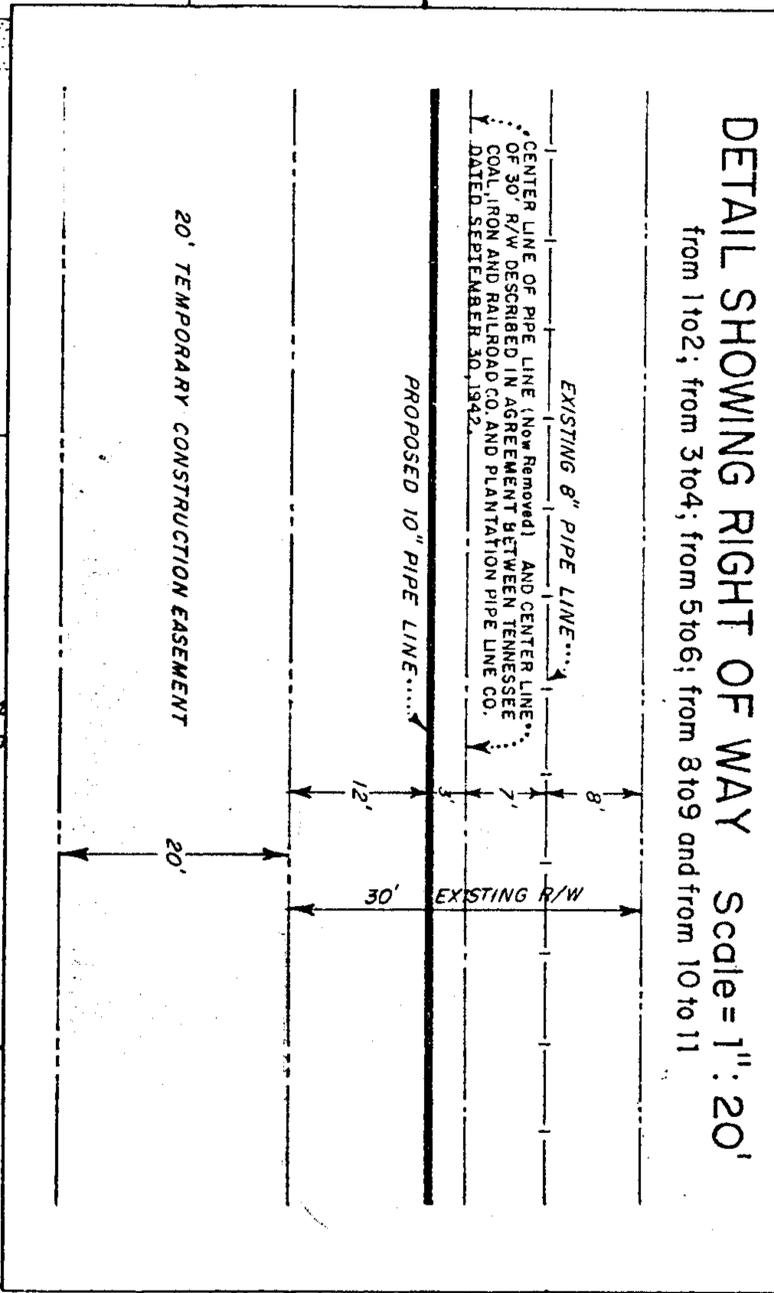
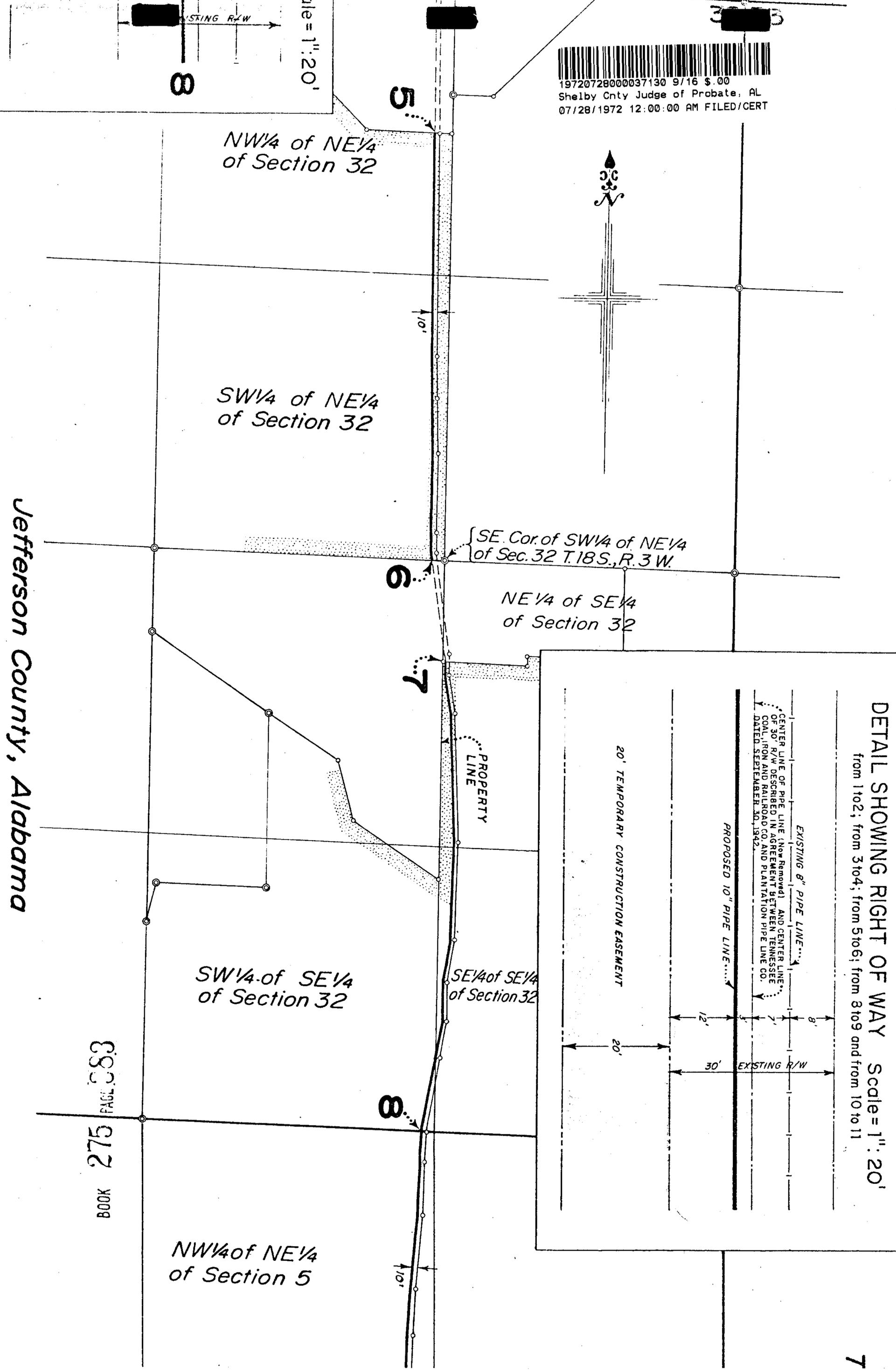
PROPOSED 10" PIPE LINE

20' TEMPORARY CONSTRUCTION EASEMENT

Township 18 South, Range 3 West



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Jefferson County, Alabama

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SW¹/₄ of NE¹/₄
of Section 5

DETAIL SHOWING RIGHT OF WAY Scale = 1" : 20'

from 12 to 13

EXISTING 8" PIPE LINE (Now Removed) AND CENTER LINE OF 30' R/W REFERRED TO IN DEED DATED APRIL 13, 1950, FROM REPUBLIC STEEL CORPORATION TO PLANTATION PIPE LINE COMPANY.

PROPOSED 10" PIPE LINE

20' TEMPORARY CONSTRUCTION EASEMENT



8" PIPE LINE
10" PIPE LINE

NE¹/₄ of SE¹/₄
of Section 5

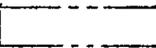
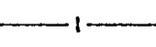
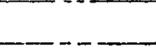
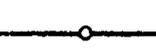
SE¹/₄ of SE¹/₄
of Section 5

LOUISVILLE & NASHVILLE RAILROAD
PUBLIC ROAD

Creek

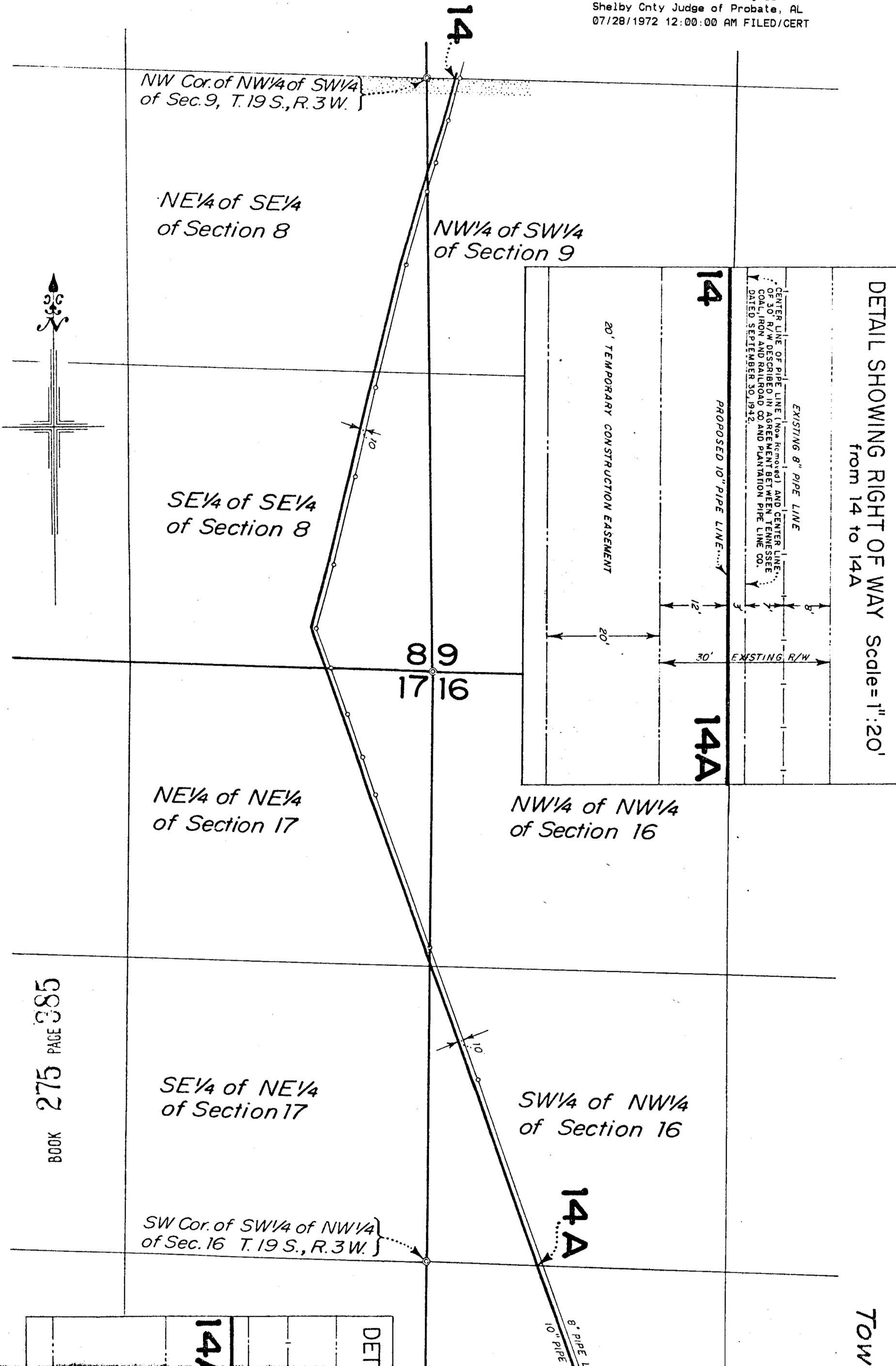
Shade

10 4
00 9
13

-  Land of United States Steel Corporation.
-  Right of way of Plantation Pipe Line Company.
-  Pipe line eight inches in diameter of Plantation Pipe Line Company.
-  Right of way granted by United States Steel Corporation to Plantation Pipe Line Company by contract dated the 10th day of NOVEMBER 1971.
-  Pipe line ten inches in diameter referred to in next above mentioned contract.
-  Temporary construction easement referred to in next above mentioned contract.

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NW 1/4 of SW 1/4 of Section 16

SW 1/4 of SW 1/4 of Section 16

15

ALL SHOWING RIGHT OF WAY Scale = 1" : 20'

EXISTING 8" PIPE LINE...
CENTER LINE OF PIPE LINE (Now Removed) AND CENTER LINE OF 30' R/W REFERRED TO IN DEED DATED APRIL 13, 1950, FROM REPUBLIC STEEL CORPORATION TO PLANTATION PIPE LINE COMPANY.

PROPOSED 10" PIPE LINE...

15

20' TEMPORARY CONSTRUCTION EASEMENT

NW Cor. of NE 1/4 of NW 1/4 of Sec 21, T. 19 S., R. 3 W.

NE 1/4 of NW 1/4 of Section 21

16

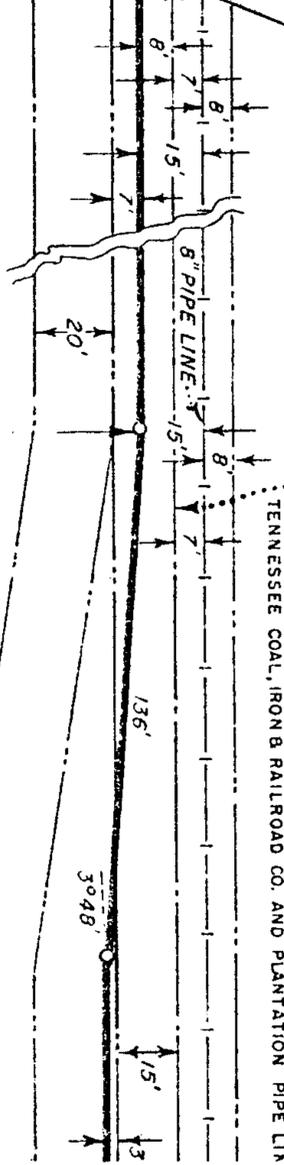
17

SE 1/4 of NW 1/4 of Section 21

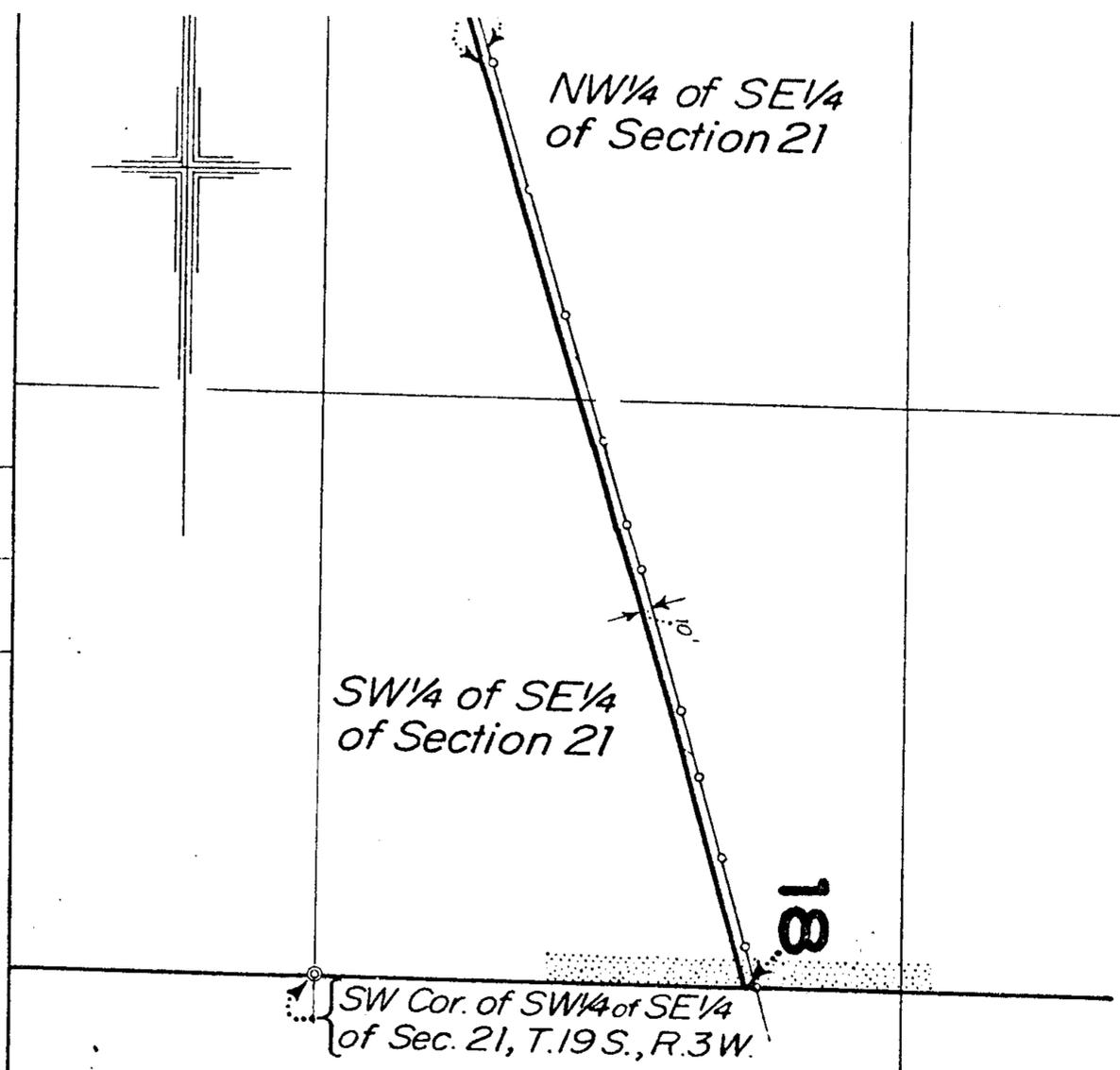
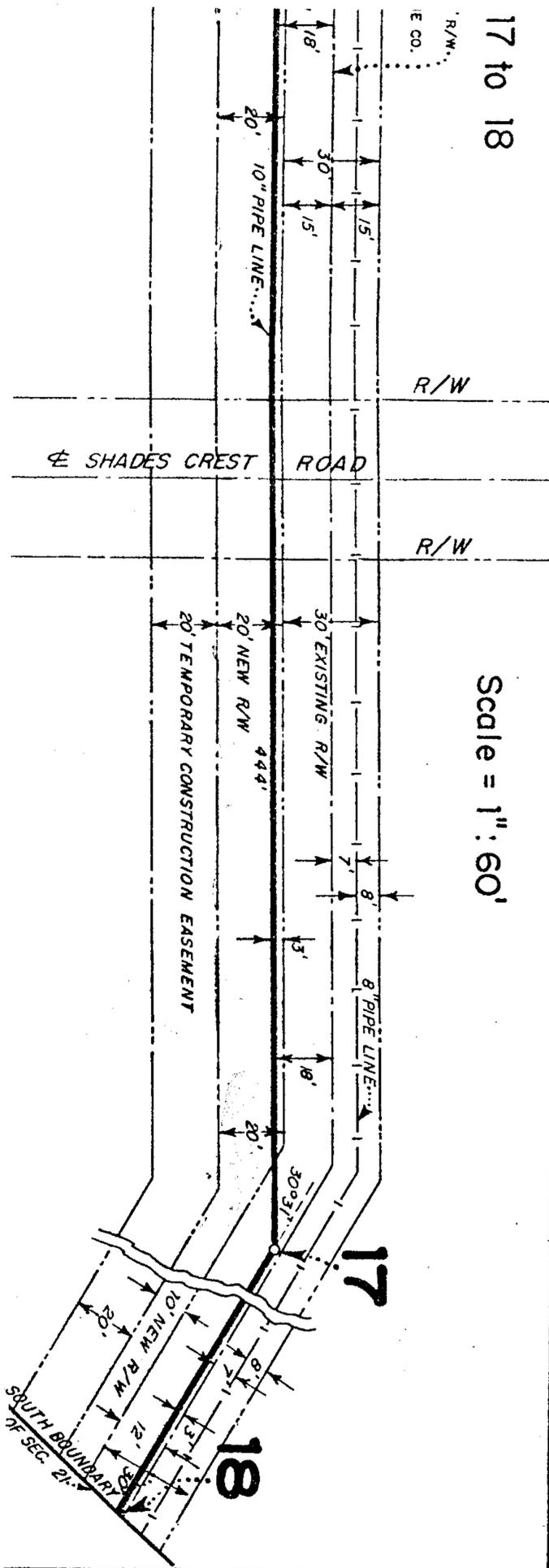
SW 1/4 of NE 1/4 of Section 21

DETAIL SHOWING RIGHT OF WAY from 16 to

CENTER LINE OF PIPE LINE (Now Removed) AND CENTER LINE OF 30' DESCRIBED IN AGREEMENT DATED SEPTEMBER 30, 1942, BETWEEN TENNESSEE COAL, IRON & RAILROAD CO. AND PLANTATION PIPE LINE



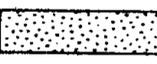
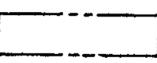
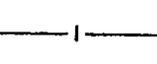
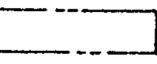
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Scale = 1" : 60'

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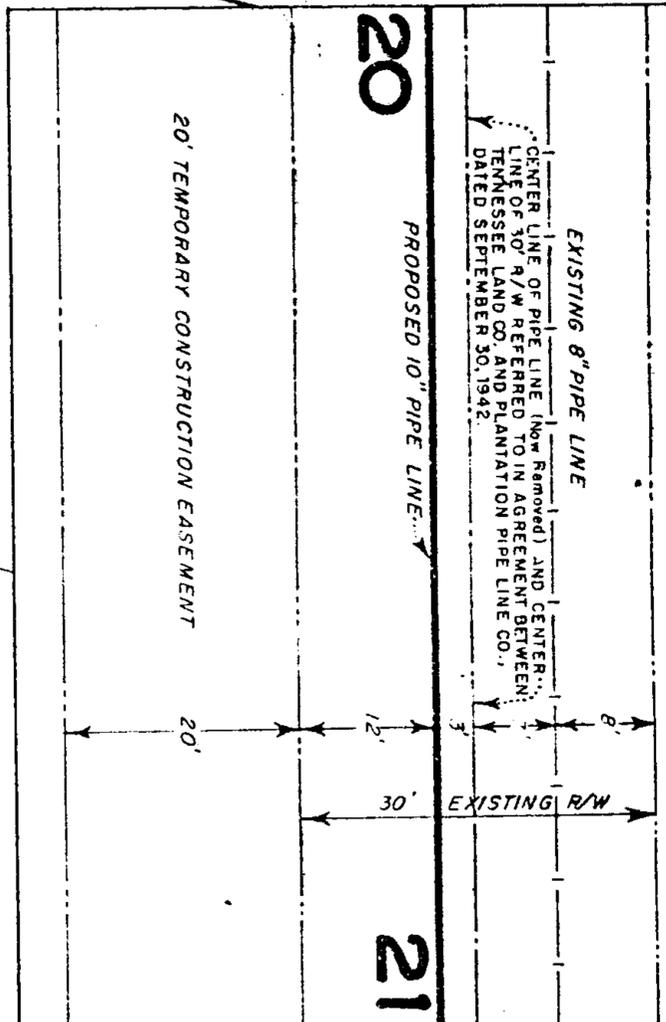
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-  Land of United States Steel Corporation.
-  Right of way of Plantation Pipe Line Company.
-  Pipe Line eight inches in diameter of Plantation Pipe Line Company.
-  Right of way granted by United States Steel Corporation to Plantation Pipe Line Company by contract dated the 10th day of NOVEMBER 1971.
-  Pipe line ten inches in diameter referred to in next above mentioned contract.
-  Temporary construction easement referred to in next above mentioned contract.

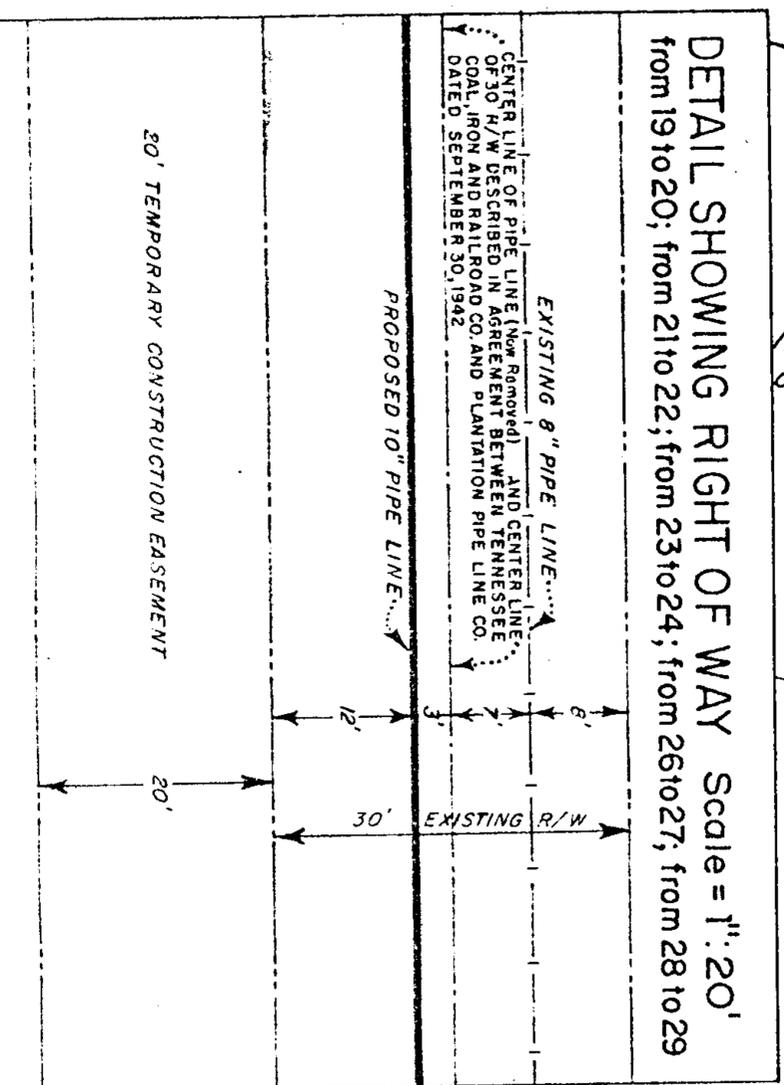
United States Steel Corporation.
 Southern-Raw Materials Property
 Scale 1 in. = 500 ft. May, 1971.

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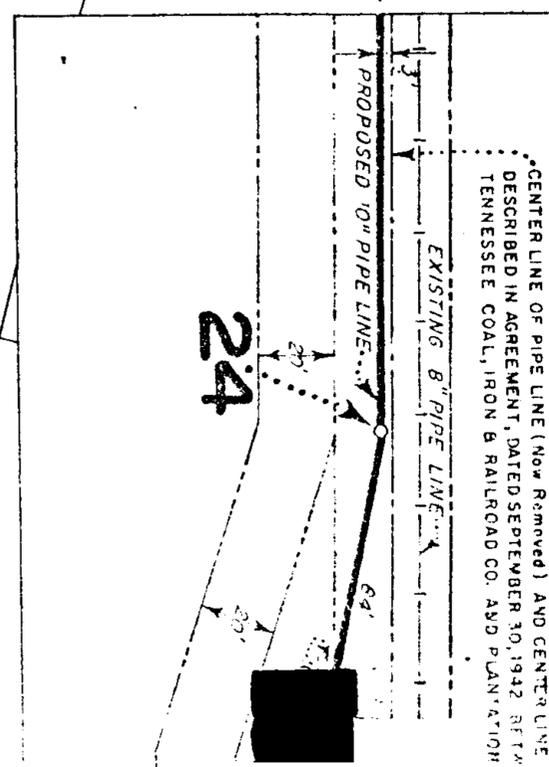
DETAIL SHOWING RIGHT OF WAY Scale = 1" : 20'



DETAIL SHOWING RIGHT OF WAY Scale = 1" : 20'
 from 19 to 20; from 21 to 22; from 23 to 24; from 26 to 27; from 28 to 29



DETAIL SHOWING



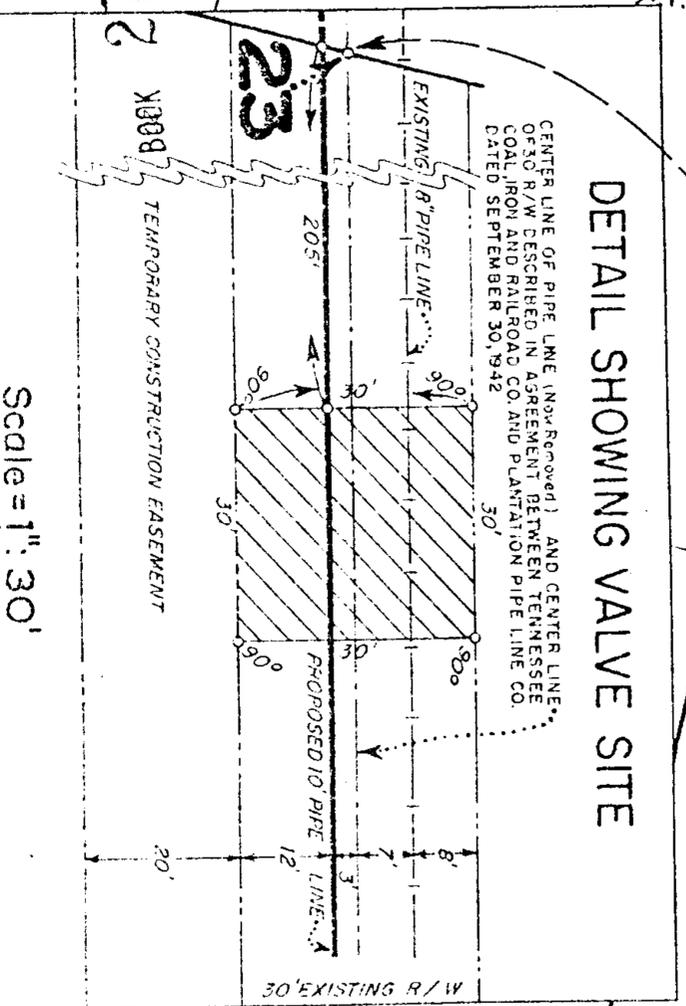
SW 1/4 of NW 1/4 of Section 34

SE 1/4 of NE 1/4 of Section 33

SW Cor. of SW 1/4 of NW 1/4 of Sec. 34, T. 19 S., R. 3 W.

IDENTICAL POINTS

DETAIL SHOWING VALVE SITE



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Scale = 1" : 30'

JEFFERSON CO. 33 34
 SHELL CO

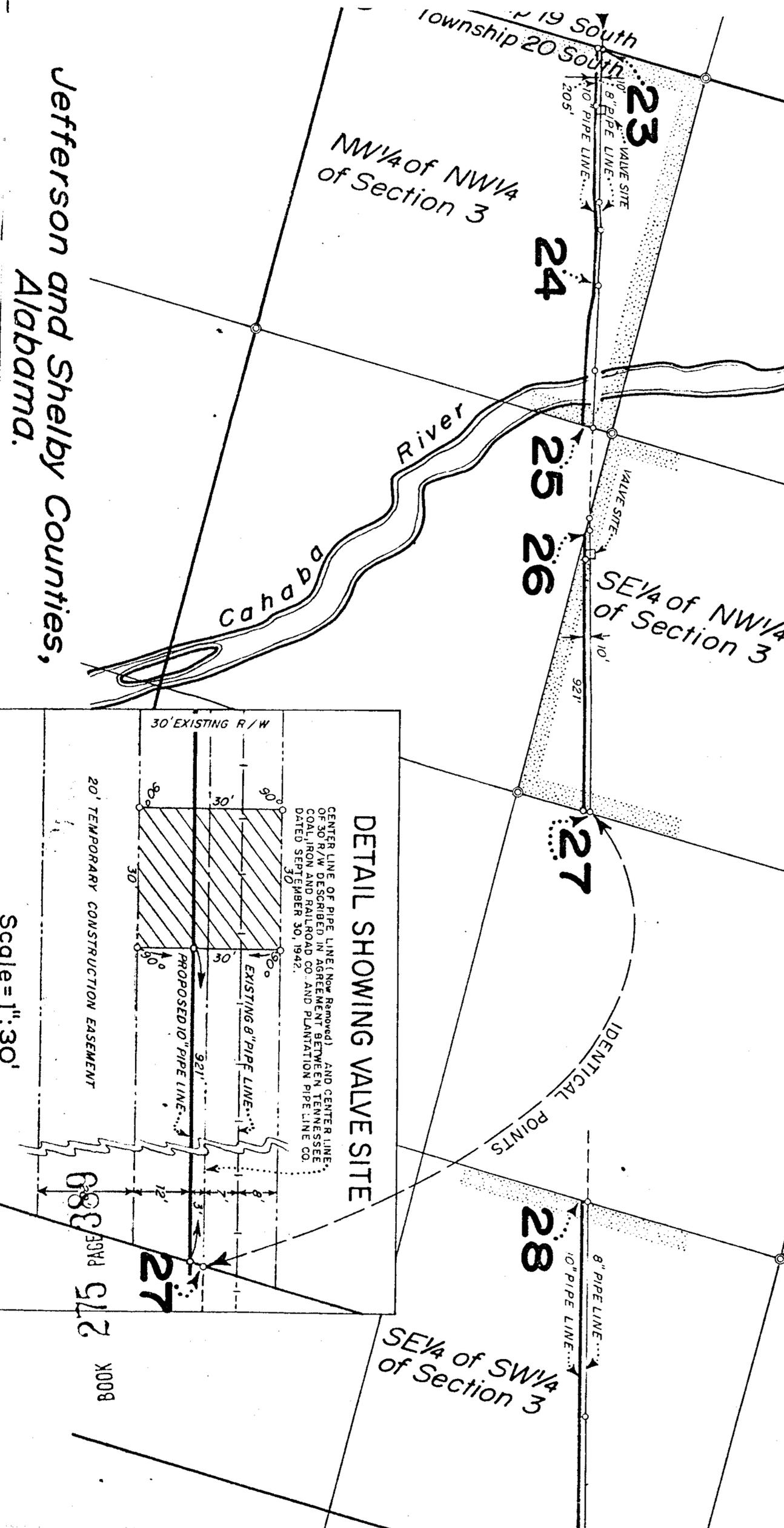
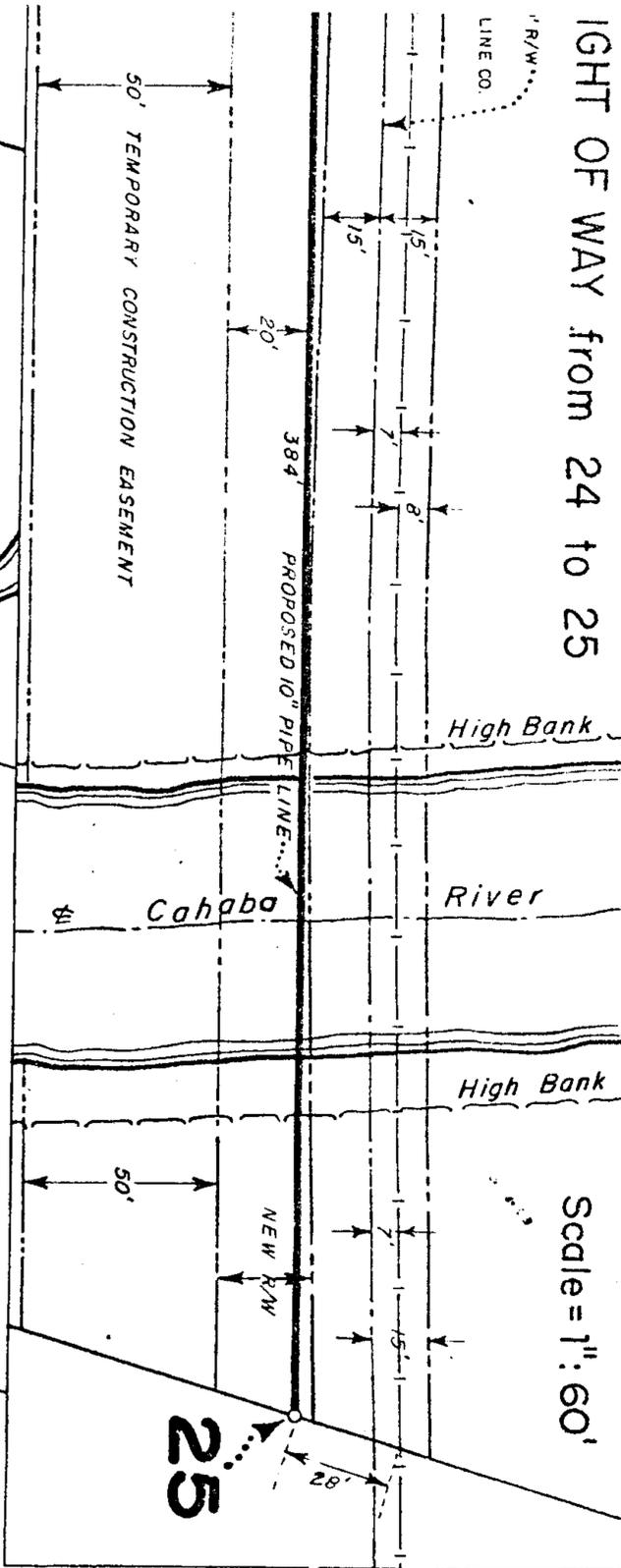


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RIGHT OF WAY from 24 to 25

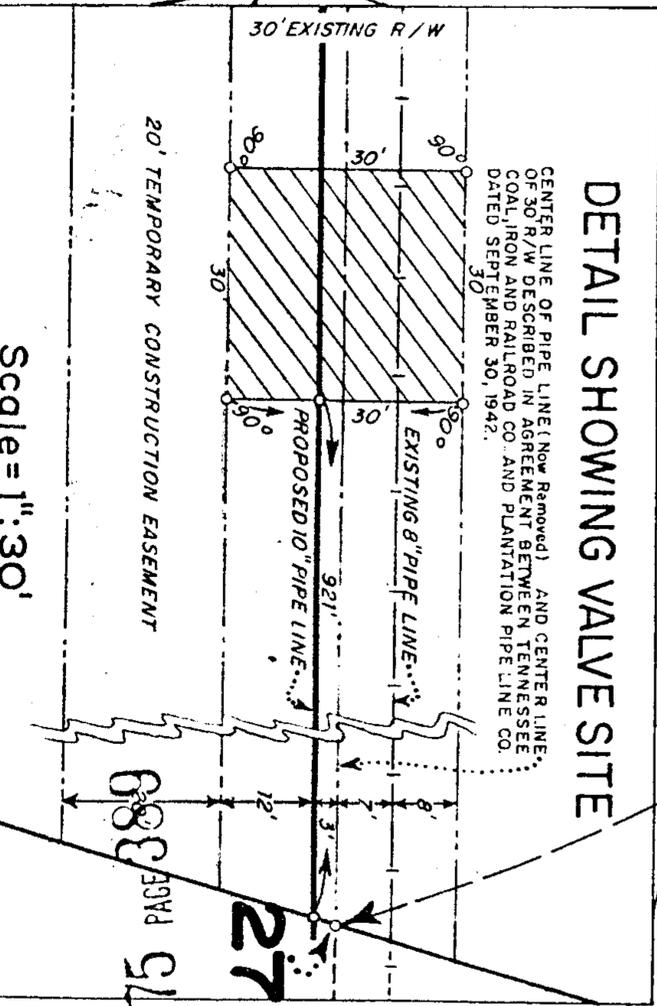
Scale = 1" : 60'

Townships 19 & 20 South, R. 3 W.



DETAIL SHOWING VALVE SITE

CENTER LINE OF PIPE LINE (Now Removed) AND CENTER LINE OF 30' R/W DESCRIBED IN AGREEMENT BETWEEN TENNESSEE COAL, IRON AND RAILROAD CO. AND PLANTATION PIPE LINE CO. DATED SEPTEMBER 30, 1942.



Jefferson and Shelby Counties,
 Alabama.

WEST

SE Cor. of SW 1/4 of SE 1/4
of Sec. 3, T. 20 S., R. 3 W.

NE 1/4 of NW 1/4
of Section 10

SE 1/4 of NW 1/4
of Section 10

SW 1/4 of NE 1/4
of Section 10

Alabama Power Co. Transmission Line

29

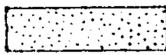
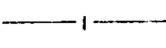
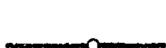
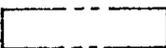
BOOK 275 PAGE 390



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

U.S.C. FILE NUMBER OR
REC. BK. & PAGE AS SHOWN ABOVE
Carol M. ...
JUDGE OF PROBATE

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1972 JUL 28 AM 8:54
...

-  Land of United States Steel Corporation.
-  Right of way of Plantation Pipe Line Company.
-  Pipe line eight inches in diameter of Plantation Pipe Line Company.
-  Right of way granted by United States Steel Corporation to Plantation Pipe Line Company by contract dated the 10th day of NOVEMBER 1971.
-  Pipe line ten inches in diameter referred to in next above mentioned contract.
-  Temporary construction easement referred to in next above mentioned contract.