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Shelby Cnty Judge of Probate, AL
09/18/1972 12:00:00 AM FILED/CERT

THIS CONTRACT, entered into this 20th day of June, 1972, by and between UNITED STATES STEEL CORPORATION, a Delaware corporation, hereinafter referred to as "Steel Corporation," and COLONIAL PIPELINE COMPANY, a Delaware corporation, hereinafter referred to as "Colonial";

W I T N E S S E T H :

WHEREAS, by contract dated July 20, 1962, the United States Steel Corporation, a New Jersey corporation, predecessor in title to Steel Corporation, granted to Colonial the right to construct, operate, maintain, and remove a pipeline 36" in diameter upon a 50 foot right of way in the location as shown on map marked 32-66 LD attached hereto and made a part hereof; and

WHEREAS, Colonial now proposes to construct an additional 36" pipeline generally parallel and 33 feet southeasterly of the existing 36" pipeline and has requested Steel Corporation for rights therefor.

NOW THEREFORE:

(1) In consideration of the sum of Twelve Thousand Nine Hundred and 00/100 Dollars (\$12,900.00) paid to 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, Steel Corporation, to the extent of its ownership, hereby grants to Colonial the right to construct, operate, maintain, and remove a pipeline not in excess of thirty-six (36) inches in diameter, for the transportation of petroleum products upon and across certain land of Steel Corporation in Shelby County, Alabama, described below, in the location as shown on said attached map, lying within the said fifty (50) foot right of way previously granted or lying within an additional right of way, hereby granted, between points "H" and "I" in the location as shown on said map:

The South-East quarter of North-East quarter and the South half of South-East quarter of

Section 31, Township 20 South, Range 3 West;

The North half of North-East quarter and the North-West quarter of

Section 6, Township 21 South, Range 3 West;

The South half of North-East quarter, The North half of South-West quarter, The South-West quarter of South-West quarter, and the North-West quarter of South-East quarter of

Section 1;

The South-East quarter of South-West quarter, and the South half of South-East quarter of

Section 2;



The South half of South-West quarter,
the North half of South-East quarter,
and the South-West quarter of South-
East quarter of

Section 9;

The North-East quarter of North-East
quarter, the South half of North half,
and the North-West quarter of South-
West quarter of

Section 10;

The North half of North-West quarter
of

Section 11; and

The North-West quarter of North-East
quarter, and the West half of North-
West quarter of

Section 17, Township 21
South, Range 4 West.

(2) For said considerations, Steel Corporation, to the extent of its ownership, further grants to Colonial the right to use during construction of said pipeline the temporary work areas located as shown on said attached map. The right to use said temporary work areas shall terminate six (6) months after completion of construction of said pipeline and Colonial shall, after the completion of construction, restore the surface of said areas to the extent of the damage done thereto in the course of construction of said pipeline.

(3) For said considerations, Steel Corporation further grants to Colonial such rights of ingress and egress over land of Steel Corporation over which said pipeline is located as may be reasonably necessary for the exercise by Colonial of the rights herein granted. 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 pipeline.

(4) For said considerations, Steel Corporation further grants to Colonial the right to cut and remove during construction of said pipeline all timber located on land of Steel Corporation located within the 50 foot right of way previously granted, the additional right of way herein granted, and the temporary work areas referred to. After construction has been completed and the temporary work areas abandoned as hereinabove provided, Colonial shall thereafter have the right to cut such timber located on land of Steel Corporation as may endanger the safety of or interfere with the proper operation and maintenance of said pipeline but shall pay Steel Corporation for the reasonable timber market value of any trees cut which are located outside said rights of way.

(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;



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(b) Right of way for railroad owned by Louisville and Nashville Railroad Company; and (c) Such other easements as may exist over, upon, or across said land for roads, railroads, electric power transmission lines, telephone lines, telegraph lines, or pipelines.

(6) 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 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.

(7) 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 Steel Corporation from all liability to Colonial, its successors or assigns, on account of damage to said pipeline 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 Steel Corporation in a position to mine and remove the coal and other minerals in its lands in which said pipeline will be located, the desirability of attempting to protect the pipeline 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, Steel Corporation hereby agrees to give Colonial reasonable notice of any planned mining operations which in the judgment of Steel Corporation could result in damage to Colonial's pipeline, and Colonial shall promptly advise Steel Corporation whether or not it wishes Steel Corporation to leave in the ground such coal or other mineral as may be needed to attempt to protect the pipeline from damage, and if so, Colonial shall pay Steel Corporation an amount equal to the value of such coal or other mineral as determined by Steel Corporation promptly upon receipt of an invoice therefor. Nothing herein contained, however, shall be construed to abridge Steel Corporation's right to install facilities across said pipeline as provided in paragraph (8) below.

(8) 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 pipeline is located and Steel Corporation 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, either above or below ground; and 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 pipeline shall be constructed or maintained within said rights of way; (b) the exercise of any of said rights by Steel Corporation shall cause no unreasonable interference with said pipeline, and the rights granted to others shall not be superior to the rights herein granted to Colonial; and (c) the character of installation of the above-mentioned crossings shall be in accordance with the reasonable requirements of Colonial.

(9) Colonial 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 land of 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 pipeline shall at all times be maintained by Colonial in a condition satisfactory to Steel Corporation; or, in default thereof, Steel Corporation may itself remove or destroy said debris and restore the surface of said land, but at the expense of Colonial.

(10) 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 Steel Corporation to comply with such covenant or covenants, 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.

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

(12) 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 Steel Corporation remove its pipeline from said land and restore the surface of said land to a condition satisfactory to Steel Corporation, failing which, Steel Corporation may itself remove said pipeline and restore the surface of said

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land, but at the expense of Colonial.

(13) 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

ATTEST:

Dorothy A. Serr
Assistant Secretary

By G. Burkema
Vice President

COLONIAL PIPELINE COMPANY

ATTEST:

Fred J. Callender
Asst Secretary

By Glenn H. Giles
President

APPROVED:
Description &
Terms see

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STATE OF PENNSYLVANIA
COUNTY OF ALLEGHENY

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I, Jane Sunder, a Notary Public in and for said
County in said State, hereby certify that C. F. Beukema, whose
name as Vice President of United States Steel Corporation, a
Delaware 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 volun-
terily for and as the act of said corporation.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this, the 22nd day of June,
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, Gloria Y. Appling, a Notary Public in and for said
County in said State, hereby certify that Glenn H. Giles, 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.

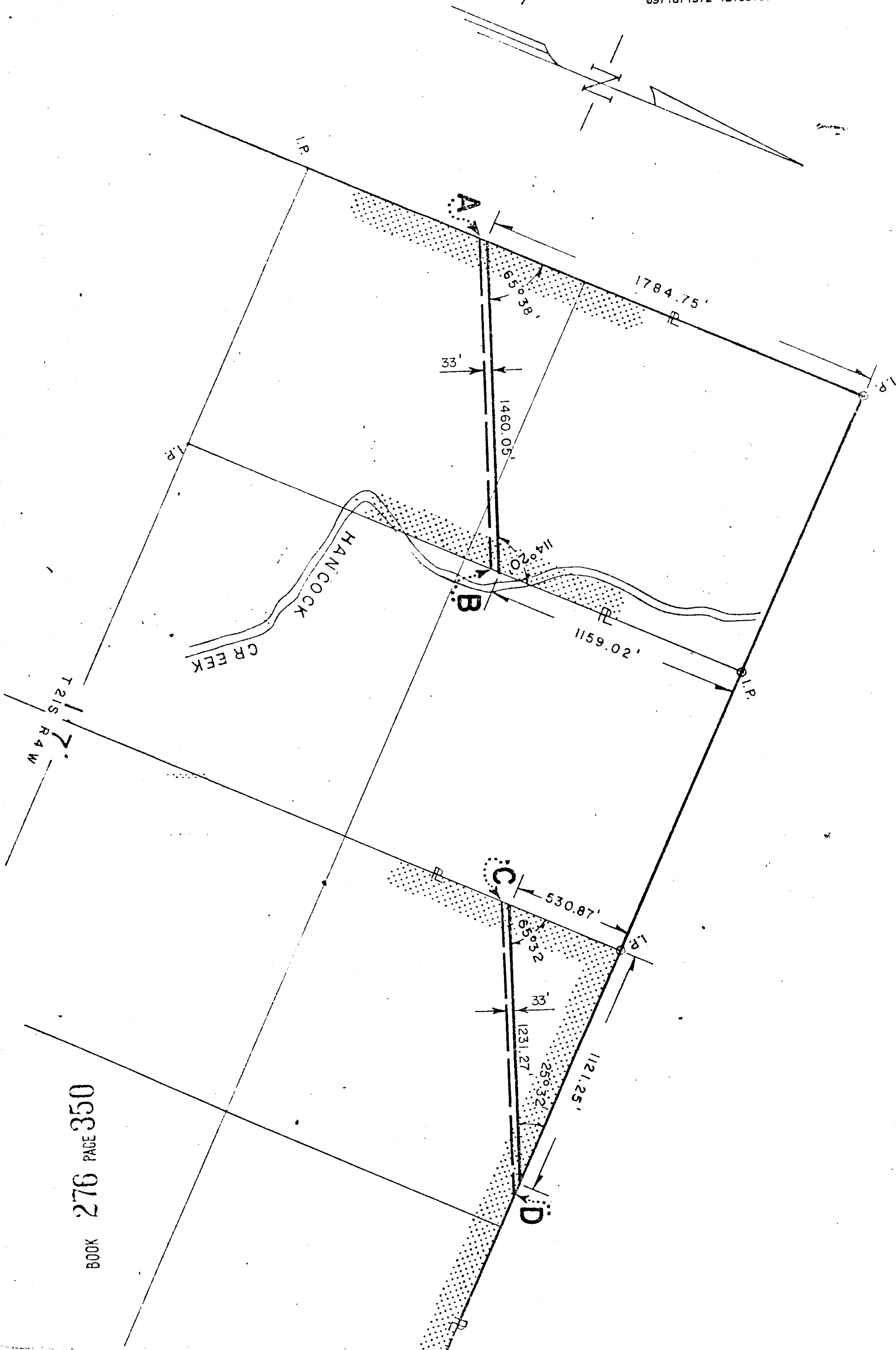
GIVEN UNDER MY HAND AND OFFICIAL SEAL this, the 17th day of
July, 1972.

Gloria Y. Appling
Notary Public
Notary Public, Georgia, State of Georgia
My Commission Expires Mar. 24, 1973

270 MAR 345
270 MAR 345
270 MAR 345

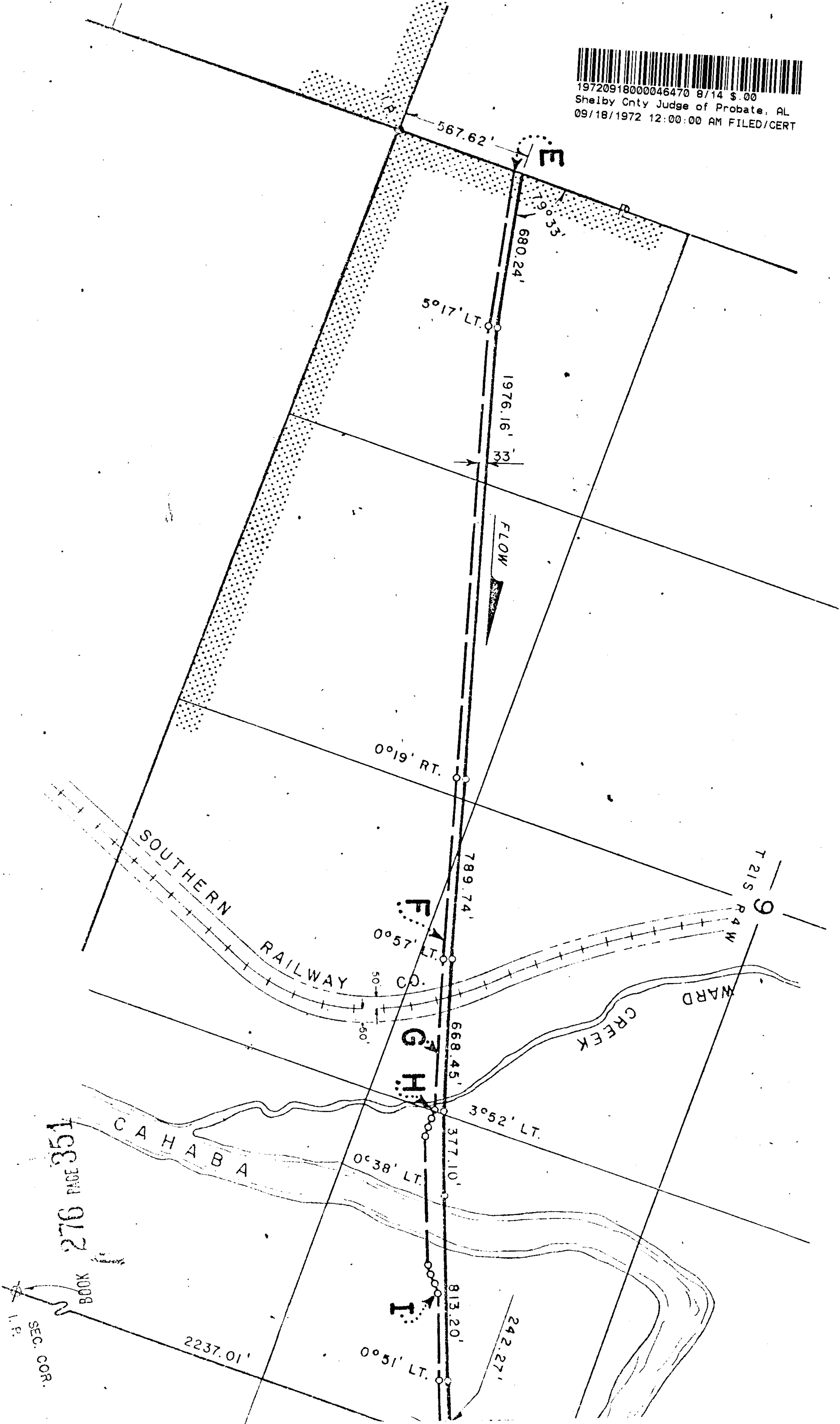
United States Steel Corporation
 Southern-Raw Materials Property
 Scale: 1 in. = 500 ft. February, 1972

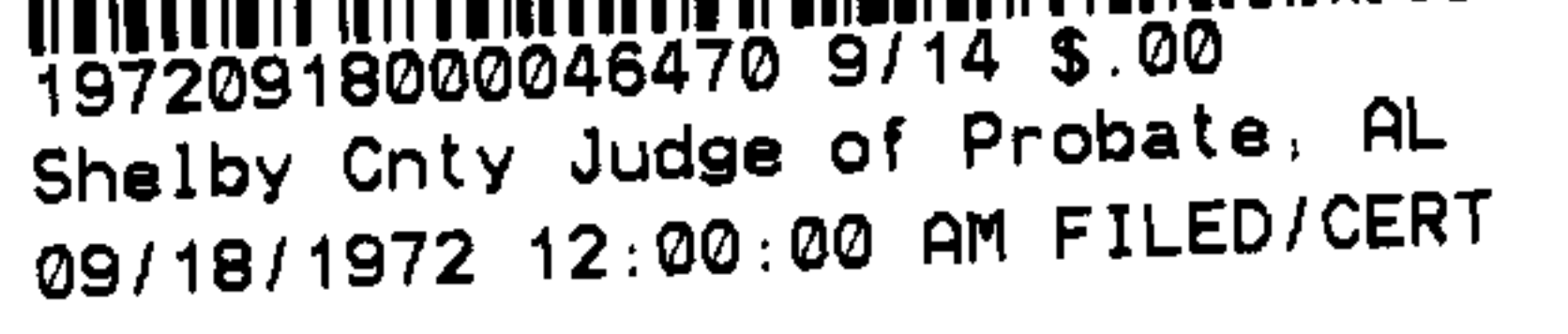
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Townships 20 & 21 South, Ranges 3 & 4 West

Shelby County, Alabama

Section C

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01°30' LT
01°42'15" RT

01°09' AT

21°22'

01°21' LT

2856.5'

00°02' RT

1126.46'

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SECTION 36 T11N R3E W1E

36.00

SECTION 36 T11N R3E W1E

36.00

SECTION 36 T11N R3E W1E

36.00

00°15'11"

125.512'

R 4 W
R 3 W

00°58'10"

70.61' 98.04'

670.45'

1936.62'

T 21 S
R 3 W
6

T 20 S
T 21 S

T 20 S
R 3 W

3122.92'

33'

00°05' RT

447.65'

00°05' RT

51.5'

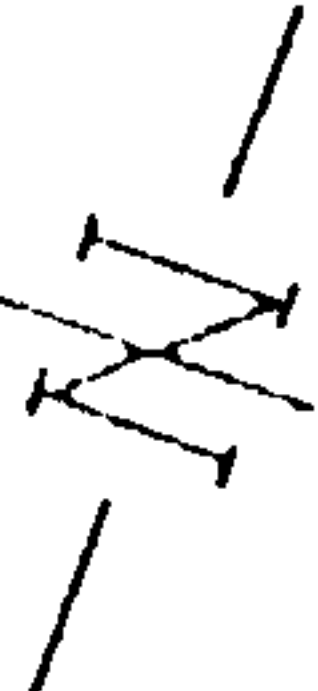
19°03'

10.89'

465.06'

I.P.

151.82'



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BOOK

COLL

SHELBY
SEC.

SCALE: 1" = 500'



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T 21 S

R-4 - W						R-3 - W					
6	5	4	3	2	1	6	5	4	3	2	1
7	8	9	10	11	12	7	8	9	10	11	12
18	17	16	15	14	13	15	17	16	15	14	13
19	20	21	22	23	24	19	20	21	22	23	24
30	29	28	27	26	25	30	29	28	27	26	25
31	32	33	34	35	36	31	32	33	34	35	36

T
21
S

LOCATION MAP



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ONIAL PIPELINE COMPANY

ATLANTA, GEORGIA

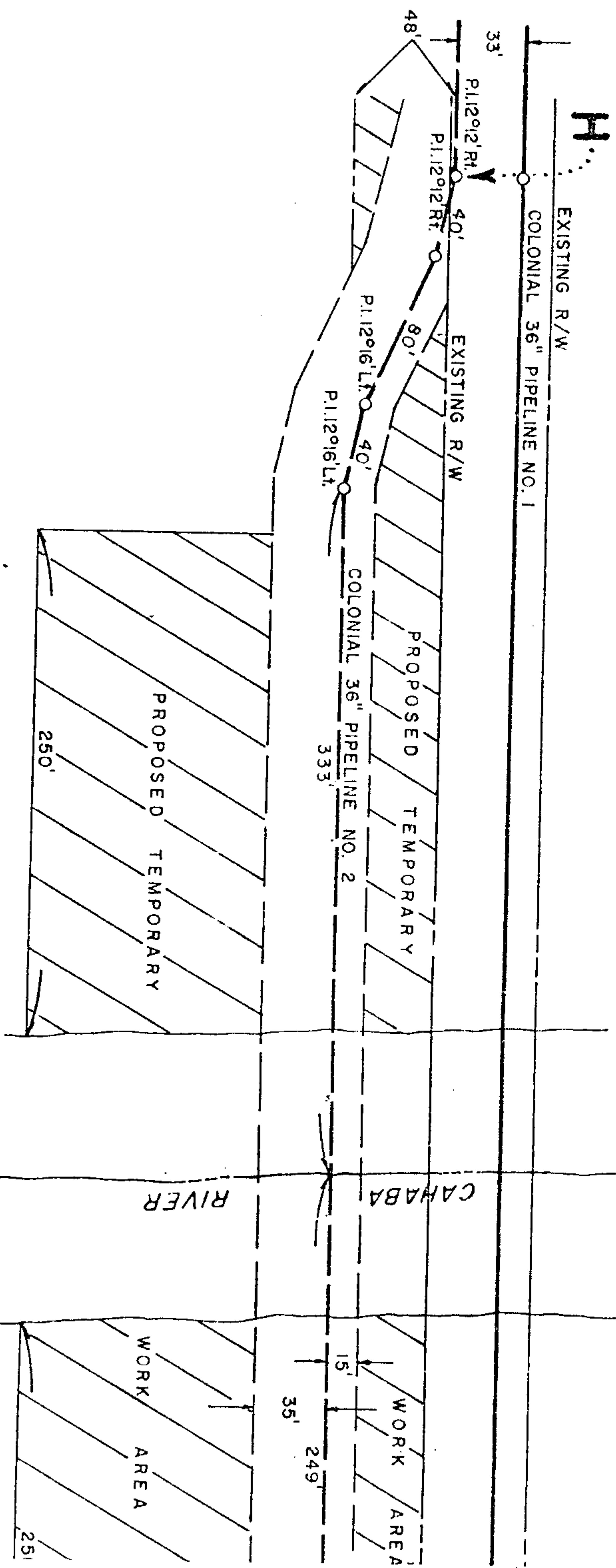
36" COLONIAL PIPELINE CROSSING
U. S. STEEL PROPERTY

COUNTY, ALABAMA

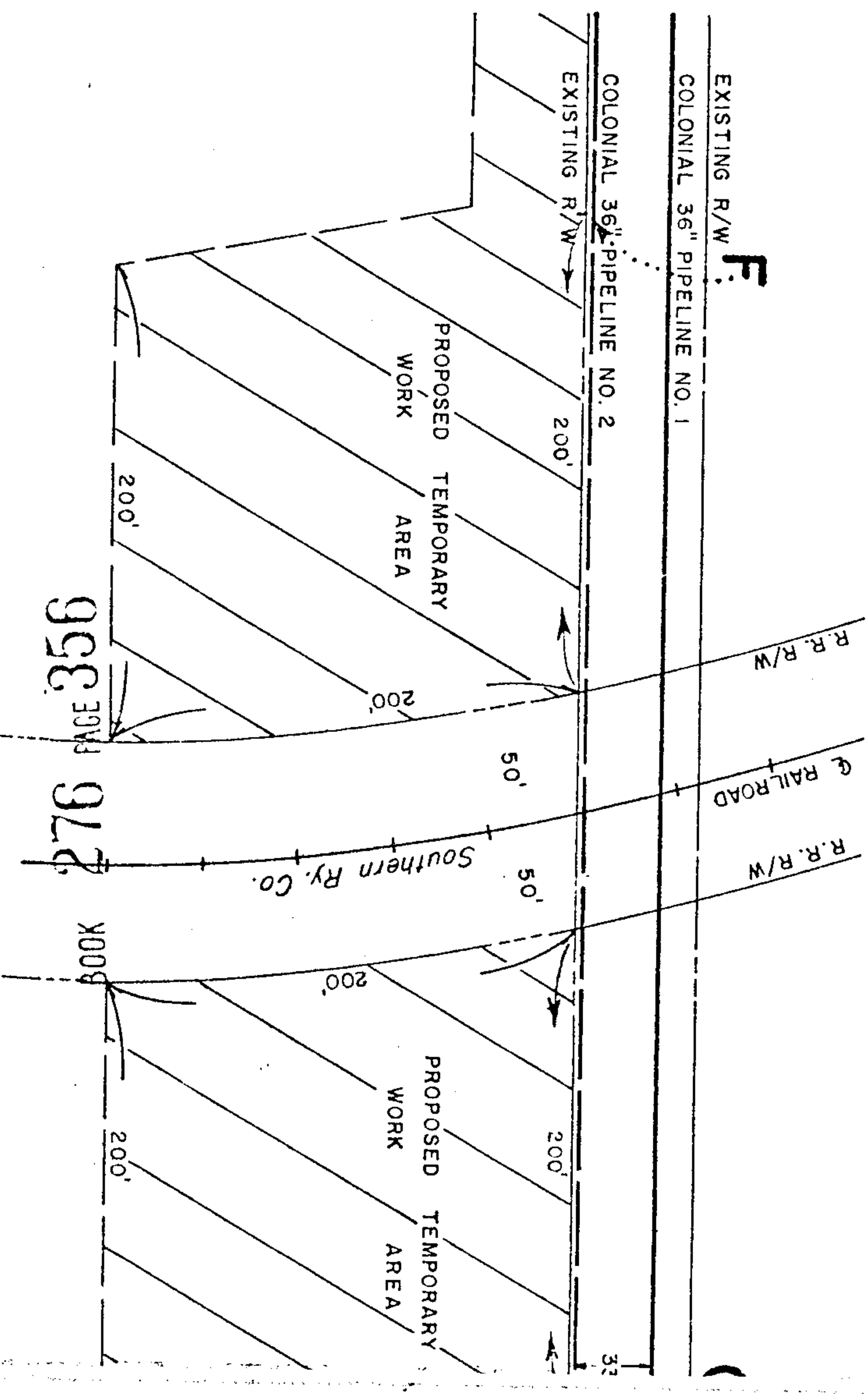
1, 2, 9, 10, 11, & 17 T 21 S - R 4 W

SEC. 6 T 21 S - R 3 W & S. 31, T. 20 S. - R. 3 W.

DATE: 4-22-71



DETAIL SHOWING RIGHT OF WAY FROM H TO I
SCALE: 1" = 100'

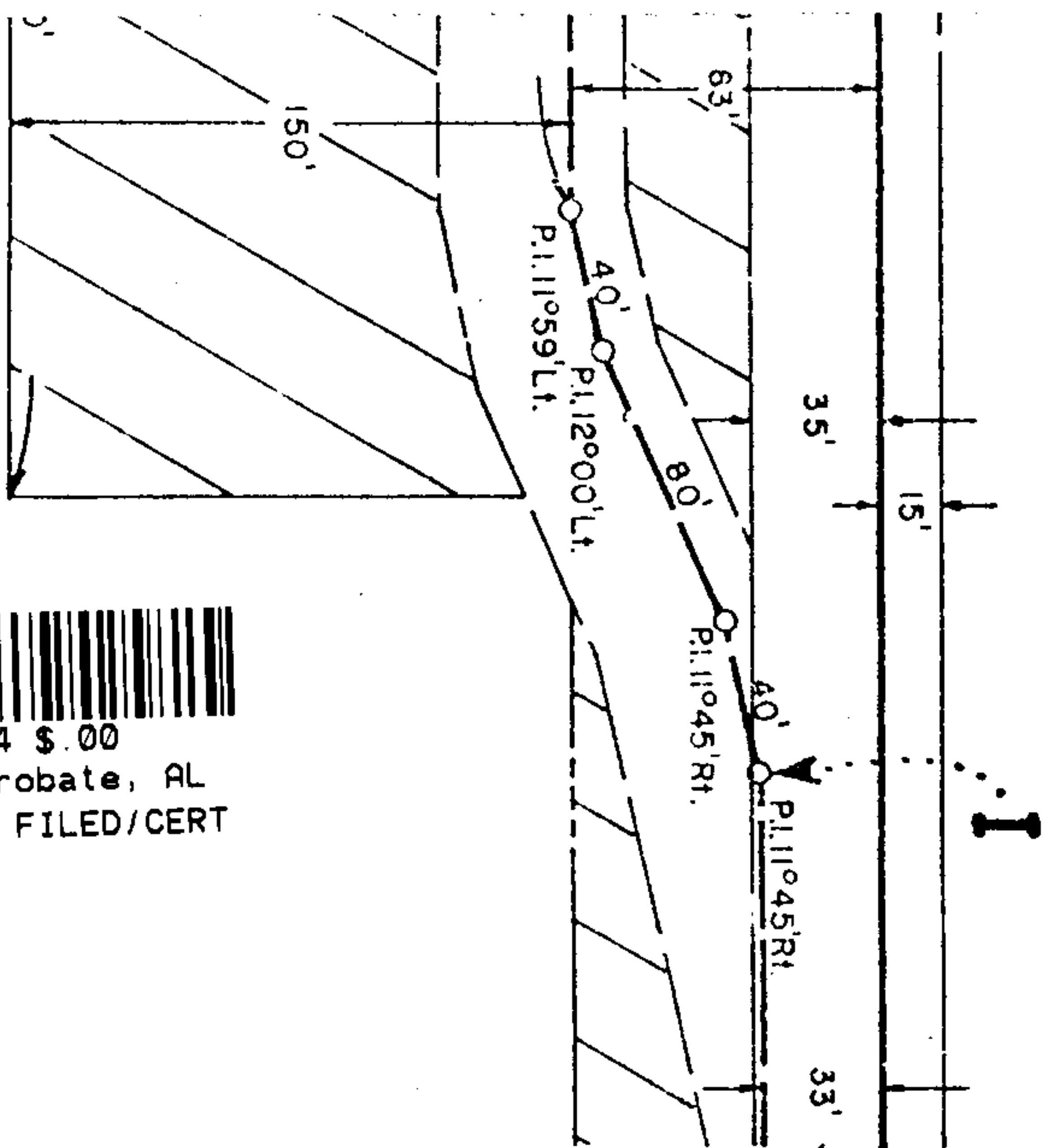


DETAIL SHOWING RIGHT OF WAY FROM F TO G
SCALE: 1" = 100'

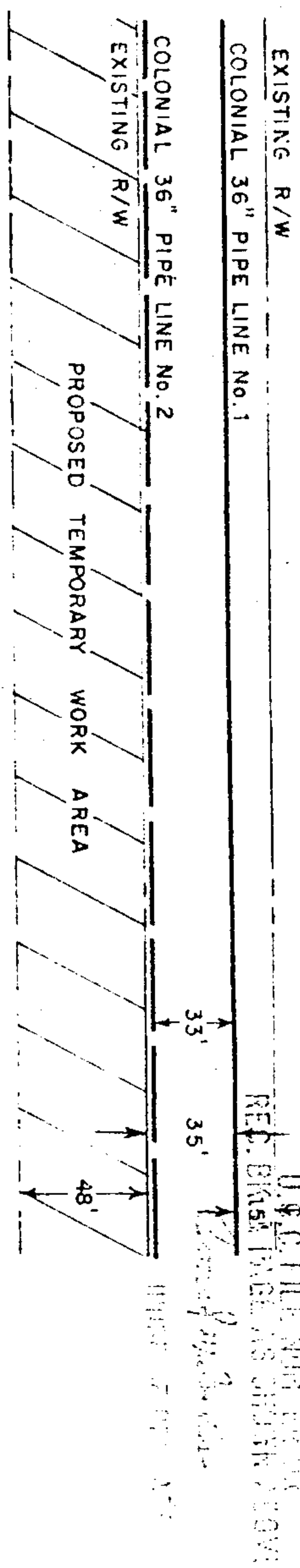
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X008



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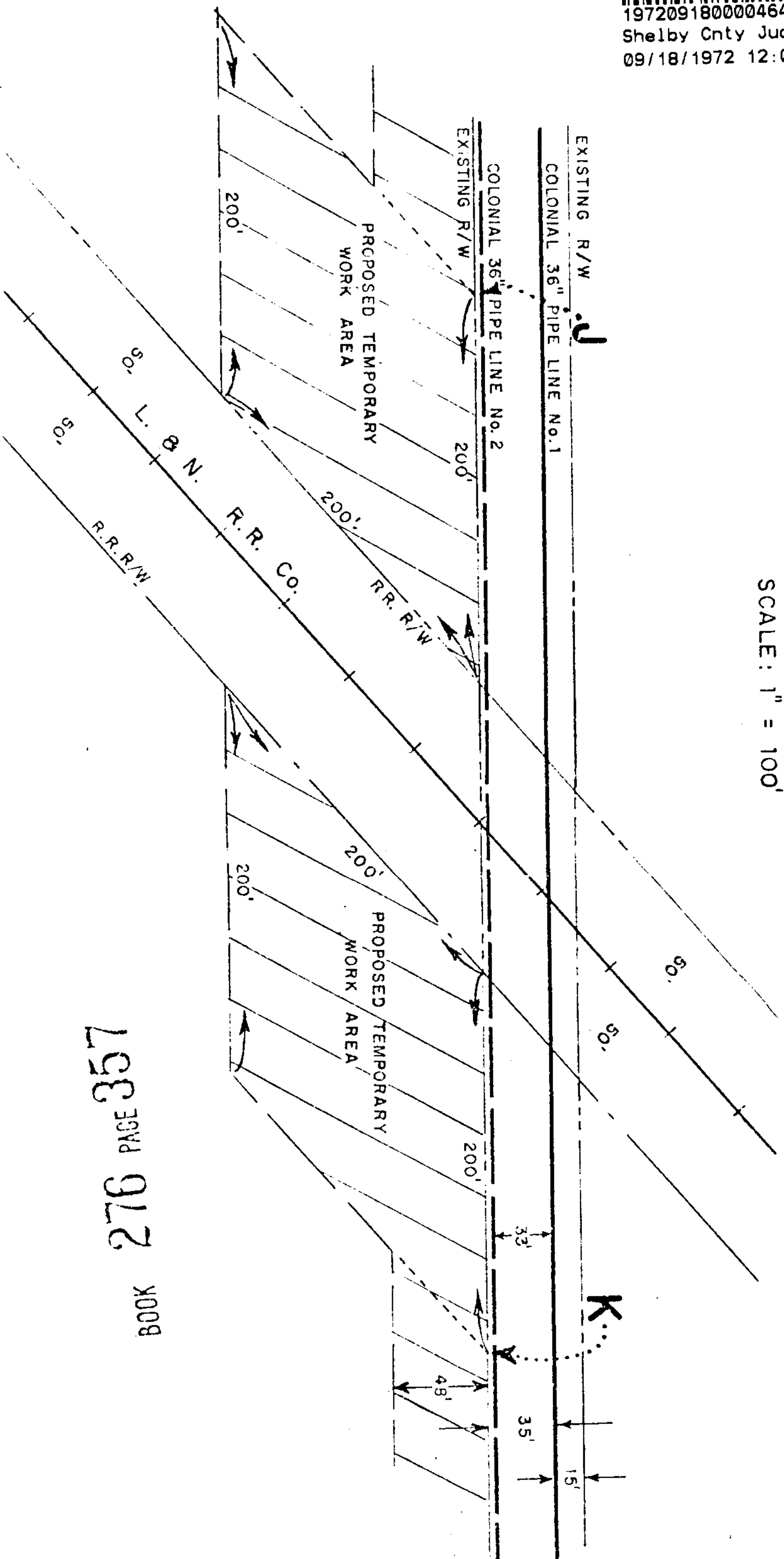


SCALE: 1" = 100'

DETAIL SHOWING RIGHT OF WAY FROM A TO B
C TO D
E TO F
G TO H
I TO J
K TO L

STATE OF ALA. SHELBY CO.
JUDGE OF PROBATE
RECEIVED
1972 SEP 18 PM 9:20
1800 724 13.00

DETAIL SHOWING RIGHT OF WAY FROM J TO K
SCALE: 1" = 100'



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— Pipe line 36 inches in diameter which United States Steel Corporation granted Colonial Pipeline Company the right to construct, operate, maintain, and remove, by contract dated July 20, 1962.

— Pipe line 36 inches in diameter which United States Steel Corporation grants Colonial Pipeline Company the right to construct, operate, maintain, and remove, by contract hereto attached.