

Value
\$ 500.00

Upon recording this instrument
should be returned to:

This instrument was prepared by:

Michael M. Partain, Esq., General Attorney
United States Steel Corporation
Law Department - Fairfield Office
P. O. Box 599 - Suite 192
Fairfield, Alabama 35064

STATE OF ALABAMA)
COUNTY OF SHELBY)

WATER PIPE LINE EASEMENT AGREEMENT

THIS AGREEMENT, entered into this 16 day of May, 2008, by and between UNITED STATES STEEL CORPORATION, a Delaware corporation, hereinafter referred to as "USS"; RGGS LAND & MINERALS, LTD., L.P., a Delaware limited partnership, hereinafter referred to as "RGGS"; and BESSEMER WATER SERVICE, a Department of the City of Bessemer, Alabama, an Alabama municipal corporation, hereinafter referred to as "Grantee."

WITNESSETH:

WHEREAS, USS is the owner of the surface of the lands described herein and RGGS is the owner of the minerals and mining rights in and to said lands, including certain rights to use the surface of said lands granted by USS; and

WHEREAS, RGGS, to the extent of its mineral and mining rights, including said surface rights, hereby joins in the conveyance of the following described easement for the purpose of protecting its mineral and mining rights, including said surface rights.

(1) **PREMISES / USE / TEMPORARY CONSTRUCTION EASEMENT.**

(a) USS/RGGS, in consideration of the covenants of Grantee as hereinafter expressed to be kept and performed, USS/RGGS grants to Grantee a non-exclusive easement for a right-of-way twenty (20) feet in width (being ten (10) feet on each side of the centerline described herein) for a distance of approximately twenty thousand three hundred fifty (20,350) feet on, over, under, and across certain lands of USS/RGGS for a single twenty-four (24) inch diameter pipe line with appurtenant facilities thereto, which right-of-way shall be used by Grantee for the construction, installation, maintenance, use, operation, and removal of said pipe line for the purpose of transporting water, and for no other uses or purposes whatsoever without the prior written consent of USS/RGGS, which consent may be withheld at the sole discretion of USS/RGGS, the lands being located in the SE-1/4 of the SW-1/4 of Section 18; the W-1/2 of the NE-1/4, the NE-1/4 of the NW-1/4 and the W-1/2 of the SE-1/4 of Section 19; the N-1/2 of the NE-1/4, the SW-1/4 of the NE-1/4, the NE-1/4 of the NW-1/4, the E-1/2 of the SW-1/4 and the NW-1/4 of the SE-1/4 of Section 29; the NW-1/4 of the NE-1/4, the N-1/2 of the S-1/2 of the NE-1/4, and the N-1/2 of the NW-1/4 of Section 32, all located in Township 20 South, Range 3 West of the Huntsville principal Meridian, Shelby County, Alabama, being more particularly described on "EXHIBITS A-1 through A-4" and depicted on maps marked "EXHIBITS B-1 through B-4" attached hereto and made a part hereof (the "Premises").

(b) USS/RGGS, to the extent of its interests, further grants unto the Grantee a temporary construction easement parallel to and abutting the easement granted hereunder as described on **EXHIBIT A-3**. This temporary construction easement will terminate and revert automatically to USS/RGGS, its successors and assigns, upon the earlier of (i) completion of construction of said pipe line or (ii) two (2) years from the date hereof and thereafter will constitute no cloud on the title of USS/RGGS. By the Grantee's acceptance hereof, the Grantee agrees to restore the surface of said land to a condition reasonably acceptable to USS/RGGS upon the completion of said pipe line and facilities.

(2) **ABANDONMENT.**

This Agreement shall terminate in the event that Grantee abandons the use of the Premises for the purposes stated herein during a continuous period of twelve (12) months, after which all rights granted shall revert automatically to USS/RGGS, its successors and assigns.

(3) **CONDITION OF PREMISES.**

(a) As a condition of this Agreement, Grantee acknowledges that the physical and environmental condition of the Premises has been inspected by Grantee or its duly authorized agent and that the Premises are accepted by Grantee a result of such inspection and not upon any agreement, representation, or warranty made by USS/RGGS. Grantee accepts the physical condition of the Premises "**AS IS, WHERE IS, WITH ALL FAULTS**" and hereby releases USS/RGGS, its successors and assigns, from any liability of any nature arising from or in connection with the physical or environmental condition of the Premises. This Section shall survive the expiration or termination of this Agreement, and is specifically intended to apply to discovery of any events or circumstances that occurred during the term or any extension of this Agreement whenever discovered.

(b) This conveyance is made upon the covenant and condition that no right of action for damages on account of injuries to the pipe line, or to any occupants or other persons in or upon said land, resulting from past mining and/or gas or oil producing operations of USS/RGGS, or its assigns, licensees, lessees, or contractors, or resulting from past blasting, dewatering, or the past removal of coal, iron ore, gas, oil, methane, hydrocarbons, occluded natural gas, coal bed methane gas, gob gas, limestone and all other minerals and non-mineral substances, including water associated with the production of coal bed methane gas, or coal seam or other roof supports by USS/RGGS, or its assigns, licensees, lessees, or contractors, whether said past mining and/or gas or oil producing operations be in said lands or other lands, shall ever accrue to or be asserted by Grantee or by Grantee's successors and assigns, this conveyance being made expressly subject to all such injuries, either past or future, and this condition shall constitute a covenant running with the land as against Grantee and its successors and assigns.

(4) **ACCESS.**

USS/RGGS further grants and conveys to Grantee such rights of ingress and egress over other land of USS/RGGS as may be reasonably necessary on a temporary basis for the installation, maintenance, use, and removal of said pipe line on the Premises. USS/RGGS reserves the right, if it so desires, to designate or change from time to time the route or routes of such ingress and egress.

(5) **ENCUMBRANCES.**

The rights granted herein to Grantee shall not be construed to be superior to but are subject to and subordinate to all contracts, leases, rights-of-way, and easements that exist over and on the Premises on the day and year first above written.

(6) **INTERFERENCE / CROSSING RIGHTS.**

Grantee, in the exercise of the rights herein granted, shall cause no unreasonable interference with the operations of USS/RGGS or the rights of other parties referenced herein. USS/RGGS reserves the right to install, maintain, use, and remove on, under, over, and across the Premises such driveways, pathways, trails, bridges, roads, railroads, pipe lines, wires, or cables and other improvements of any description needed by USS/RGGS and the right to grant such rights to others, upon condition, however, that (i) the exercise of any of said rights by USS/RGGS or other parties shall cause no unreasonable interference with Grantee's use of the Premises, except as provided in Section 14 of this Agreement, and (ii) any rights granted to others after the date hereof shall be subject to the rights granted to Grantee hereunder.

(7) **ENVIRONMENTAL.**

(a) If, during Grantee's occupancy of the Premises, Grantee discharges, spills, or otherwise causes any other form of environmental contamination to occur on the Premises or on any other USS/RGGS lands, Grantee shall immediately notify USS/RGGS of the incident and in a timely way that is consistent with governmental response to the discharge or spill, take all appropriate actions to remediate the environmental contamination in compliance with all applicable laws, ordinances, rules, and regulations.

(b) Grantee shall provide USS/RGGS with copies of all notices of any environmental violation and inspection reports issued by any government agency within five (5) days of receipt of same by Grantee. Grantee shall, at its expense, correct all violations immediately to comply with the demands of the government agency issuing the notice of violation or inspection report.

(c) Grantee shall ensure that all necessary measures are taken to prevent water produced from said water pipe line operations from being released or discharged onto the Premises.

(d) Grantee warrants that it understands potential hazards associated with the handling, transportation, storage, treatment, processing, and disposal of said water associated with its operations; that it has the requisite expertise for conducting such activities; and that it has obtained or will obtain in a timely fashion all permits, licenses, certificates, or approvals required to comply with applicable statutes, ordinances, orders, rules, and regulations of federal, state, and local governments, including, without limitation:

- (i) the Federal Toxic Substances Control Act of 1976;
- (ii) the Federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980 and the Superfund Amendments and Reauthorization Act of 1986;
- (iii) the Federal Water Pollution Control Act, as amended 1987;
- (iv) the Federal Clean Air Act, as amended 1990;
- (v) the Federal Resource Conservation and Recovery Act of 1976;
- (vi) the Hazardous Materials Transportation Act; and
- (vii) the Best Management Practices of the Alabama Department of Environmental Management.

(8) **INDEMNIFICATION / INSURANCE.**

(a) Grantee agrees to indemnify, defend, and hold harmless USS/RGGS and its directors, officers, partners, agents, servants, and employees (the "Indemnified Parties") from and against all claims, actions, proceedings, judgments, awards, liability, cost, or expense (including attorneys fees, consultants fees, and other legal costs), for deaths, injuries, losses, or damages to any person or property, or other alleged damage or harm brought by any person, firm, corporation, or governmental entity, in connection with

Grantee's or its agents', employees', or contractors' use from and after the effective date hereof, of the Premises or other lands of USS/RGGS or in the land, water, air, structures, fixtures, or personal property comprising the Premises. In addition to claims supported by other theories of liability, the foregoing indemnification applies to claims for deaths, injuries, damages penalties, cleanup and restoration costs resulting from contamination of any property, its surface, subsurface or groundwater, soil or air, arising from environmental laws, regulations, or common law of the United States or state or local authorities, including provisions of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), 42 U.S.C. Section 9601, *et seq.*, as amended. This indemnification shall not extend to the gross negligence or willful misconduct of USS/RGGS in connection with its activities involving said Premises as provided herein for which USS/RGGS agrees to hold Grantee harmless. This Section shall survive the expiration or termination of this Agreement, and is specifically intended to apply to discovery of any of the above-described events or circumstances that occurred during the term or any extension of this Agreement whenever discovered.

(b) Grantee further agrees that before it or any of its contractors enter upon the Premises, it will obtain and maintain in full force and effect, and will cause its contractors to do so, under an occurrence policy form in an insurance company or companies satisfactory to USS/RGGS, and possessing an A.M. Best Company rating of A-, Class VII or better, Commercial General Liability insurance for bodily injury, including death, and property damage in a minimum amount of Two Million and 00/100 Dollars (\$2,000,000.00) per occurrence and Four Million and 00/100 Dollars (\$4,000,000.00) in the aggregate. Grantee agrees to procure and maintain insurance policies in accordance with the terms and provisions outlined in **Attachment "I"** attached hereto and incorporated herein, including without limitation, adding USS/RGGS as an Additional Insured; obtaining waiver of subrogation; agreeing to give USS/RGGS sixty (60) days' prior written notice upon policy cancellation or change; and providing subcontractor coverage (if applicable). Grantee further agrees to immediately provide a copy of **Attachment "I"** to its insurance company and/or insurance agent.

(c) In connection with any demands, claims, or any other legal proceedings (whether at law or in equity) covered by this Agreement, the Indemnified Parties retain the right to be represented, at their sole option, by attorneys of their own selection, at their own expense. The exercise of this right to select their own attorneys will in no way detract from or release the Grantee from its obligation to defend, indemnify, and hold harmless the Indemnified Parties. The extent of the Grantee's indemnity obligation shall not be limited to the amounts of the insurance coverage provided for in this Agreement.

(9) **LIENS.**

Grantee shall not suffer or permit any tax liens or any mechanics' or materialmen's liens to be filed against the Premises or other USS/RGGS property used by Grantee in connection with this Agreement by reason of any work, labor, services, materials, or equipment supplied or claimed to have been supplied to Grantee or any contractor or subcontractor of Grantee. If any tax liens or any mechanics' or materialmen's lien is filed against the Premises or other USS/RGGS property used by Grantee in connection with this Agreement, then Grantee shall promptly, after notice of filing, either (i) cause the same to be discharged of record by deposit in court or by the issuance of a bond; or (ii) furnish USS/RGGS with indemnification or other security against loss or damage arising from the lien in form and substance satisfactory to USS/RGGS. If Grantee learns of any claim or action pertaining to any tax liens or mechanics' or materialmen's liens with respect to the Premises or other USS/RGGS property used by Grantee in connection with this Agreement, Grantee shall give prompt notice of the same to USS/RGGS.

(10) **TAXES.**

USS/RGGS shall pay any and all real property ad valorem taxes on the Premises. Grantee shall pay any and all personal property taxes on the pipe line(s) and/or the right-of-way and all structures,

improvements, and equipment of every kind that it installs or places on the Premises. Should either party be required by taxing authorities to pay any taxes or charges in the nature of taxes which the other party hereto is obligated to pay, the party owing such taxes shall promptly upon demand reimburse the other party for such taxes and charges, together with any interest and penalties thereon paid by such party.

(11) INSTALLATION / MAINTAINENCE / RESTORATION.

Grantee agrees that the pipe line shall be installed at a minimum depth of thirty-six (36) inches below the surface of the Premises, unless USS/RGGS requires a greater depth pursuant to **Section 14** below. The surface of the Premises shall be maintained at all times by Grantee in a condition satisfactory to USS/RGGS and in compliance with the Best Management Practices of the Alabama Department of Environmental Management. Upon termination of this Agreement from any cause whatsoever, Grantee may be required, at its expense, to remove any portions of the pipe line and any structures or facilities appurtenant thereto from the Premises that may unreasonably interfere with the respective operations of USS/RGGS and to restore the surface of such portions of the Premises affected thereby to a condition reasonably satisfactory to USS/RGGS and in compliance with the Best Management Practices of the Alabama Department of Environmental Management. If, upon termination of this Agreement, the Grantee has not removed the pipe line as required hereunder, USS/RGGS may, upon written notice to Grantee, declare the pipe line and any structures or facilities appurtenant thereto to be abandoned in place for all intents and purposes. Furthermore, upon the expiration or termination of this Agreement, and in addition to closing and/or removing said pipe line and related facilities pursuant to appropriate requirements and standards and to the reasonable satisfaction of USS/RGGS, including, without limitation, the requirement that said pipe line shall be purged by Grantee, at its expense, prior to abandonment, Grantee shall execute a written declaration, which shall be in recordable form and approved by USS/RGGS, acknowledging the abandonment of the pipe line and related facilities.

(12) TERMINATION.

Grantee shall have the right to terminate this Agreement at any time upon thirty (30) days written notice to USS/RGGS, whereupon such notice Grantee shall have the right to remove said pipe line and any structures and facilities at its expense and shall restore the surface of said land to a condition reasonably acceptable to USS/RGGS upon the completion of the removal of said pipe line and facilities within one hundred eighty (180) days after said notice (the "Removal Period"). In the event that Grantee shall fail to remove said pipe line and facilities within the Removal Period, then USS/RGGS may declare the pipe line and any structures or facilities appurtenant thereto to be abandoned in place for all intents and purposes

(13) DEFAULT / FORCE MAJEURE.

(a) Subject to the force majeure provisions set forth in Section 13(b) below, in the event that Grantee violates any term, condition, or covenant of this Agreement, and fail for thirty (30) days after receipt from USS/RGGS of written notice thereof to remedy or begin to remedy such violation, USS/RGGS may thereafter terminate this Agreement on written notice delivered to Grantee not less than thirty (30) days prior to the effective date of termination.

(b) This Agreement shall not be terminated or subject to cancellation in whole or in part, nor shall Grantee be held liable in damages for failure of Grantee to carry out its obligations under this Agreement, if such compliance is prevented by, or such failure is the direct result of any act of God, fire, storm, insurrections, rebellion, acts of public enemy, riot, rule, or order of any governmental authority having jurisdiction of the Premises or other causes that Grantee and USS/RGGS agree are beyond the control of Grantee or USS/RGGS (a "Force Majeure Condition"). In the event that a Force Majeure Condition arises, Grantee shall promptly give USS/RGGS written notice of the Force Majeure Condition, which notice shall set forth the full particulars of the cause relied upon. In the event that the parties cannot agree as to whether

a Force Majeure Condition exists, the parties agree to submit the issue to adjudication via binding arbitration under the rules of the American Arbitration Association. While Grantee is prevented from complying with its obligations hereunder as the result of such Force Majeure Condition, or pending the arbitration of whether there exists a Force Majeure Condition, the obligations affected by such Force Majeure Condition shall be suspended but such Force Majeure Condition shall, so far as possible, be remedied by due diligence on the part of Grantee.

(c) Grantee shall be liable to USS/RGGS for the reasonable attorneys fees and legal costs incurred by USS/RGGS as a result of a default by Grantee hereunder.

(14) RELOCATION.

Notwithstanding the provisions of Section 6 of this Agreement, should the pipe line and related facilities in the location herein described hereinafter unreasonably interfere with the real estate development, mining, quarrying, oil and gas, manufacturing, or any other operations of USS/RGGS, its lessees, licensees, contractors, successors, or assigns, or any of its present or future subsidiary or associate companies, then upon written request by USS/RGGS so to do, Grantee shall within one hundred eighty (180) days modify the pipe line and related facilities and/or remove and relocate (vertically and/or horizontally) the pipe line and related facilities from said location to other location(s) and/or depth(s), provided: (i) that USS/RGGS shall first grant to Grantee the same rights in such other locations on USS/RGGS land as are granted to Grantee hereunder; and (ii) that Grantee shall not be required to modify and/or remove and relocate the same part of the pipe line and related facilities more than one (1) time at its expense, and when such other location or locations are furnished by USS/RGGS, the terms of such grant or grants shall not require Grantee to further modify or relocate the same part of the pipe line and related facilities except at the expense of USS/RGGS. USS/RGGS agree that Grantee shall not be required to relocate any portion of the pipe line and related facilities more than a horizontal distance of 750 feet. Grantee agrees that the depth of any vertical relocations of the pipe line and related facilities shall not be limited and shall be in compliance with applicable engineering standards. The interference with such real estate development, mining, quarrying, oil and gas, manufacturing, or any other USS/RGGS operations by such pipe line and related facilities and the necessity for moving the same, as well as the new location to which they shall be moved, shall be determined in the sole and absolute discretion of USS/RGGS reasonably exercised after consultation with Grantee as to reasonable alternative solutions. USS and RGGS each agree to consult with the other party prior to the event that either party wishes to invoke the relocation provisions contemplated by this paragraph.

(15) TIMBER.

Grantee shall have the right to trim and/or cut such trees located on land of USS/RGGS as may interfere with the installation or endanger the safety or property maintenance and operation of said pipe line and related facilities.

(16) AGREEMENT NONASSIGNABLE.

This Agreement shall not be assigned by Grantee without the prior written consent of USS/RGGS, which consent shall not be unreasonably withheld. Consent to assign shall not be required if such assignment is made to a wholly owned subsidiary of Grantee. Any unauthorized assignment of this Agreement or of any interest in this Agreement shall be considered an event of default by Grantee hereunder and shall be void and of no effect.

(17) **COSTS OF ENFORCEMENT.**

All reasonable costs incurred by USS/RGGS and/or the Indemnified Parties in enforcing the terms of this Agreement against Grantee, including, without limitation, costs of suit and attorneys' fees, and any costs of restoration necessitated by Grantee's violation of the terms of this Agreement shall be borne by Grantee.

(18) **BINDING EFFECT.**

This Agreement shall inure and be binding upon the respective successors and assigns of the parties hereto as well as the parties themselves.

(19) **SURVIVAL.**

All representations, covenants, warranties, and agreements of the parties hereto set forth in this Agreement shall survive the expiration or termination hereof.

(20) **AMENDMENT.**

This Agreement, may be amended, renewed, extended, or terminated only by a written instrument executed on behalf of each of the parties hereto by an authorized representative of each party, and neither party shall at any time in any way assert or contend that any amendment, extension, or termination of this Agreement (or of any part or parts hereof, including this paragraph) has been made other than by written instrument so executed.

(21) **COVENANTS.**

All the provisions of this Agreement, insofar as they are applicable to the parties hereto, shall be taken and construed as the covenants of such party or parties respectively to do or perform the thing or act specified or not to do the act or thing prohibited.

(22) **NO WAIVER.**

No waiver by either party of any breach by the other of any provision of this Agreement shall be deemed or construed to be a waiver of any subsequent or continuing breach of the same or any other provision of this Agreement nor shall any forbearance by either party from the exercise of a remedy for such breach be deemed or construed to be a waiver by such party of any of its rights or remedies with respect to such breach.

(23) **PERFORMANCE.**

Time is of the essence with respect to the performance of all the terms, conditions, and covenants of this Agreement.

(24) **ENTIRE AGREEMENT.**

This Agreement constitutes and contains the entire and only agreement between the parties and supersedes and cancels any and all pre-existing agreements and understandings between the parties or any of them relating to the subject matter hereof. Any and all prior and contemporaneous negotiations and preliminary drafts and prior versions of this Agreement, whether signed or unsigned, between the parties or any of them leading up to its execution shall not be used by either party to construe the terms or affect the

validity of this Agreement. No representation, inducement, promise, understanding, condition, or warranty not set forth herein has been made or relied on by either party.

(25) **THIRD PARTIES.**

The parties do not intend to nor do they create any rights in any third party or person not a signatory to this Agreement.

(26) **COMPLIANCE.**

The parties shall at all times with respect to performance of this Agreement comply with all statutes, laws, ordinances, rules, regulations, and orders of all federal, state, and municipal governmental, judicial, and administrative agencies or entities.

(27) **GOVERNING LAW.**

This Agreement shall be governed and performed in accordance with the law of the State of Alabama.

(28) **NOTICES.**

All notices that may at any time be required to be given hereunder shall be deemed to have been properly given if sent by registered or certified mail, postage prepaid, addressed as follows:

if sent to USS, as follows: General Manager - Southeast
USS Real Estate
United States Steel Corporation
6200 E. J. Oliver Boulevard – Suite 183 C
Fairfield, Alabama 35064

with copies to: General Attorney
United States Steel Corporation
Law Department - Fairfield Office
6200 E. J. Oliver Boulevard - Suite 192
P. O. Box 599 – Suite 192
Fairfield, Alabama 35064

If sent to RGGS, as follows: RGGS Land & Minerals, Ltd., L.P.
6200 E. J. Oliver Boulevard – Suite 126
Fairfield, Alabama 35064
Attention: William F. Lawrence

with copies to: RGGS Land & Minerals, Ltd., L.P.
909 Fannin, Suite 2600
Houston, Texas 77010
Attention: Dan Clark

if sent to Grantee, as follows: Edward E. May, Superintendent
Bessemer Water Service
1800 Third Avenue North
Bessemer, Alabama 35020

with copies to:

Charles Nevins, Manager
Bessemer Water Service
1600 First Avenue North
Bessemer, Alabama 35020

or to such other address as shall be furnished in writing by either party to the other.

(29) **EFFECTIVE DATE.**

The "execution" or the "effective date" of this Agreement shall mean the last date upon which the last party to this Agreement executes and dates this Agreement.

(30) **CONSTRUCTION.**

This Agreement is intended to be performed in accordance with, and only to the extent permitted by all applicable laws, ordinances, rules, and regulations. If any provision of this Agreement or the application thereof to any person, entity, or circumstance, shall, for any reason and to any extent, be held to be invalid or unenforceable, the remainder of this Agreement and the application of such provision to the other person or circumstance shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

(31) **RECORDING.**

This Agreement or a Memorandum of this Agreement shall be recorded by Grantee at its expense in the Probate Offices of the Counties in which the lands are located.

(Remainder of page intentionally left blank. See following page for signatures.)

IN WITNESS WHEREOF, each of the parties hereto have caused these presents to be executed in triplicate in its name and behalf and its corporate seal to be hereunto affixed and attested by its officers or representatives thereunto duly authorized this, the day and year first above written.

ATTEST:

USS:

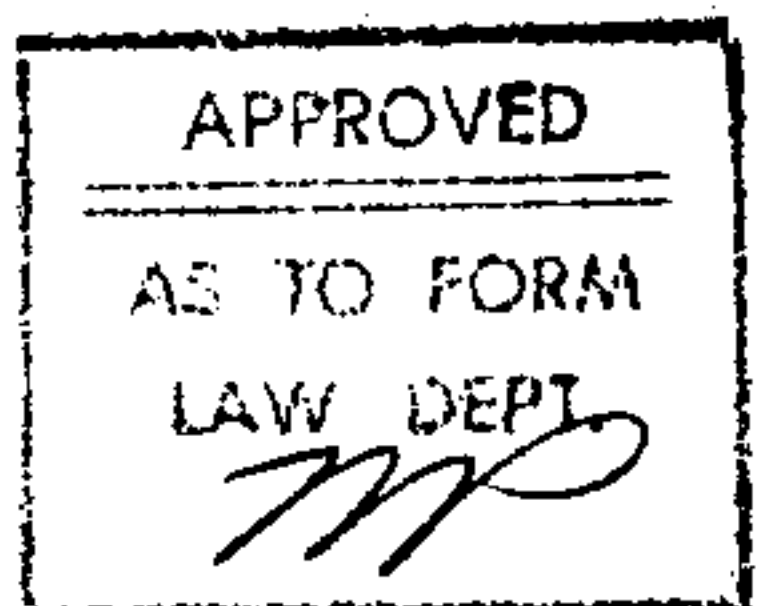
UNITED STATES STEEL CORPORATION

By: Michael W. Latta

Title: Assistant Secretary

By: Thomas G. Howard

Title: General Manager-Southeast
USS Real Estate, a division of
United States Steel Corporation



STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, Beverly L. Swain, a Notary Public in and for said County, in said State, hereby certify that Thomas G. Howard, whose name as General Manager-Southeast of USS Real Estate, a division 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 said instrument, he, in such capacity and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 11 day of April, 2008.

Beverly L. Swain
Notary Public

[SEAL]

My Commission expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: July 30, 2011
BONDED THRU NOTARY PUBLIC UNDERWRITERS

RGGS:

RGGS LAND & MINERALS, LTD., L.P.

By: Gordy Oil Company, a Texas
Corporation, Its General Partner

By: 
Russell D. Gordy

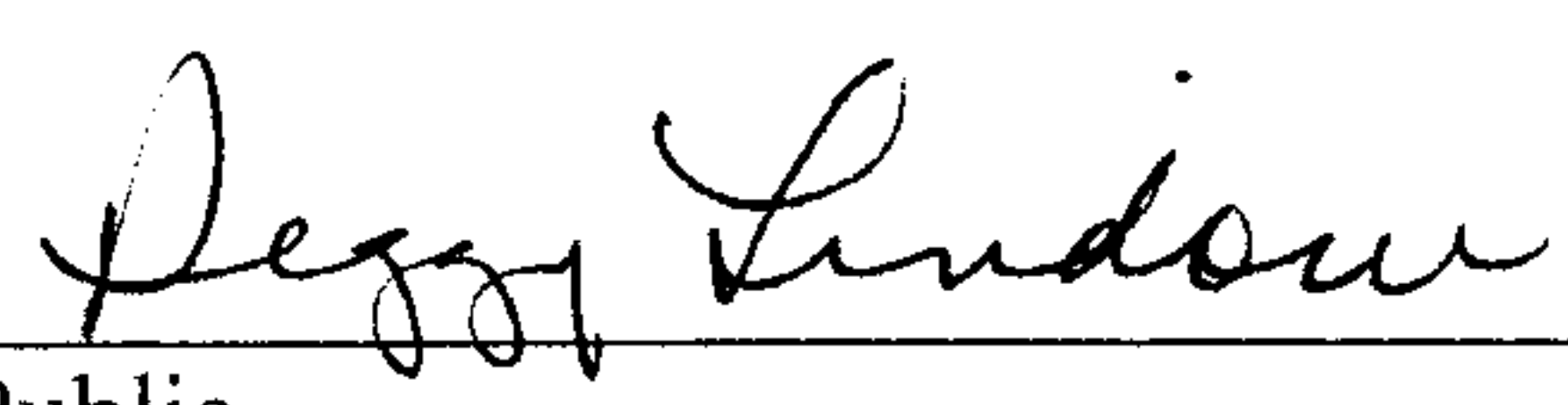
Its: President

STATE OF Texas)

COUNTY OF Harris)

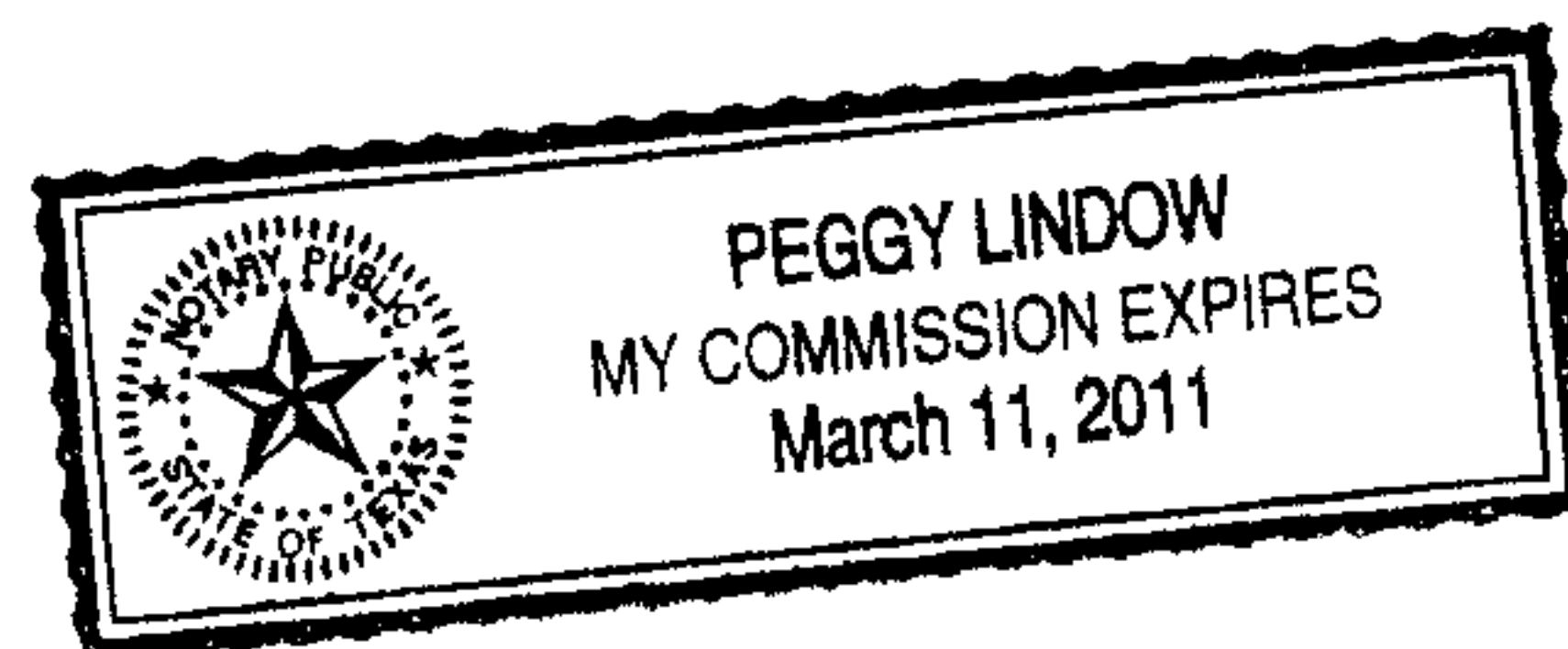
I, Peggy Lindow, a Notary Public in and for
said County, in said State, hereby certify that Russell D. Gordy, whose name as President of Gordy Oil
Company, a Texas Corporation, general partner of **RGGS Land & Minerals, Ltd., L.P.**, a Delaware limited
partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this
day that being informed of the contents of said instrument, he, as such officer and with full authority,
executed the same voluntarily for and as the act of said limited partnership.

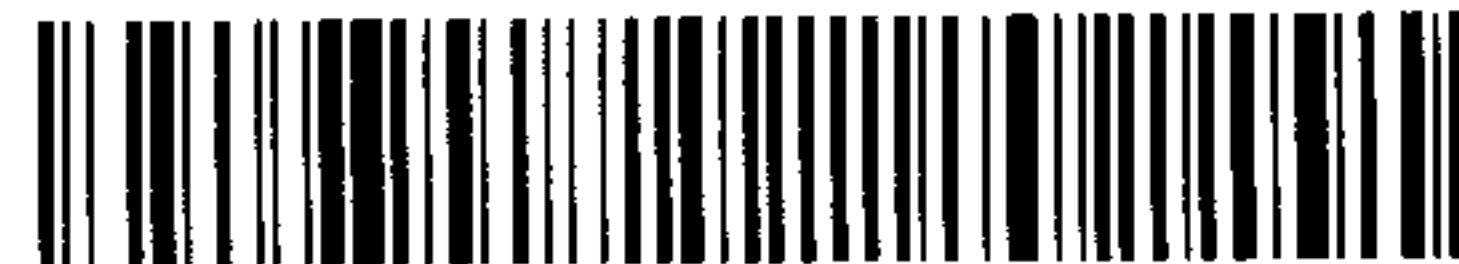
GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 21st day of
April, 2008.


Notary Public

[SEAL]

My Commission Expires: 3-11-2011





20080521000207880 12/26 \$92.50
Shelby Cnty Judge of Probate, AL
05/21/2008 03:26:09PM FILED/CERT

GRANTEE:

BESSEMER WATER SERVICE

ATTEST:

By: Janis A. Broady
Its: CITY CLERK

By: [Signature]
Its: MAYOR/Superintendent

STATE OF ALABAMA)

COUNTY OF Jefferson)

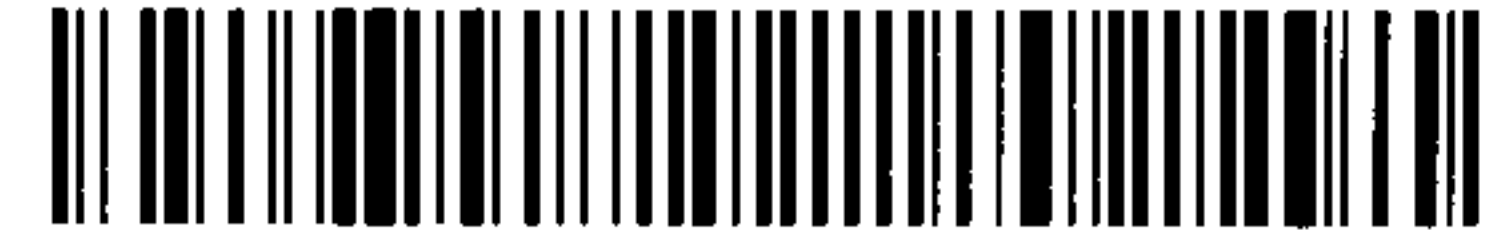
I, Theresa A. Taylor, a Notary Public in and for said County, in said State, hereby certify that Edward E. May, whose name as Superintendent of Bessemer Water Service, a Department of the City of Bessemer, Alabama, an Alabama municipal corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, he, in such capacity and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 16th day of May, 2008.

Theresa A. Taylor
Notary Public

[SEAL]

My Commission expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar 21, 2011
BONDED THRU NOTARY PUBLIC UNDERWRITERS



20080521000207880 13/26 \$92.50
Shelby Cnty Judge of Probate, AL
05/21/2008 03:26:09PM FILED/CERT

EXHIBIT A-1

STATE OF ALABAMA
COUNTY OF SHELBY

DESCRIPTION OF THE CENTERLINE OF A 20 FEET WIDE EASEMENT, SAID EASEMENT PARALLEL TO DESCRIBED COURSES AND INTERSECTING WITH PROPERTY LINES, 10 FEET TO EACH SIDE OF CENTERLINE. LOCATED IN THE SE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 3 WEST, THE NE $\frac{1}{4}$ OF THE NW $\frac{1}{4}$, THE NW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$, THE SW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$, THE NW $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ AND THE SW $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SECTION 19, TOWNSHIP 20 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SW CORNER OF THE SE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 3 WEST; THENCE RUN NORTH ALONG THE WEST LINE OF SAID $\frac{1}{4}$ - $\frac{1}{4}$ SECTION FOR A DISTANCE OF 238.00' TO THE POINT OF BEGINNING OF THE CENTERLINE OF A 20 FEET WIDE EASEMENT; THENCE TURN A DEFLECTION ANGLE RIGHT 149 DEGREES 45 MINUTES 30 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION ALONG SAID CENTERLINE 333.26' TO THE PC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1045.37', A DELTA ANGLE OF 24 DEGREES 21 MINUTES 00 SECONDS AND A CHORD OF 440.93'; THENCE TURN A DEFLECTION ANGLE LEFT 12 DEGREES 10 MINUTES 30 SECONDS TO THE CHORD AND RUN IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE AND CENTERLINE 444.27'; THENCE TURN A DEFLECTION ANGLE LEFT 12 DEGREES 10 MINUTES 30 SECONDS FROM THE CHORD OF SAID CURVE AND RUN IN A SOUTHEASTERLY DIRECTION 220.18' TO THE PC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1820.08', A DELTA ANGLE OF 20 DEGREES 30 MINUTES 00 SECONDS AND A CHORD OF 647.74'; THENCE TURN A DEFLECTION ANGLE RIGHT 10 DEGREES 15 MINUTES 00 SECONDS TO THE CHORD OF SAID CURVE AND RUN IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE AND CENTERLINE 651.21'; THENCE TURN A DEFLECTION ANGLE RIGHT 10 DEGREES 15 MINUTES 00 SECONDS FROM THE CHORD OF SAID CURVE AND RUN IN A SOUTHEASTERLY DIRECTION ALONG SAID CENTERLINE 1161.91' TO THE PC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1546.28', A DELTA ANGLE OF 23 DEGREES 38 MINUTES 00 SECONDS AND A CHORD OF 633.30'; THENCE TURN A DEFLECTION ANGLE LEFT 11 DEGREES 49 MINUTES 00 SECONDS TO THE CHORD OF SAID CURVE AND RUN IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE AND CENTERLINE 637.81' TO THE PC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1086.86', A DELTA ANGLE OF 21 DEGREES 45 MINUTES 50 SECONDS AND A CHORD OF 410.37'; THENCE TURN A DEFLECTION ANGLE LEFT 22 DEGREES 41 MINUTES 55 SECONDS TO THE CHORD OF SAID CURVE AND RUN IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE AND CENTERLINE 412.85' TO A POINT 15 FEET WEST OF THE EAST LINE OF THE SW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SECTION 19, TOWNSHIP 20 SOUTH, RANGE 3 WEST; THENCE TURN A DEFLECTION ANGLE RIGHT FROM THE CHORD OF SAID CURVE OF 68 DEGREES 59 MINUTES 50 SECONDS AND RUN IN A SOUTHERLY DIRECTION PARALLEL TO THE EAST LINE OF SAID $\frac{1}{4}$ - $\frac{1}{4}$ SECTION 1850.02' MORE OR LESS TO THE NORTH BANK OF THE CAHABA RIVER, SAID POINT IS 375.81' SOUTH OF AND 15.00' WEST OF THE NE CORNER OF THE SW $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SAID SECTION 19, AND END OF THE CENTERLINE OF SAID 20 FEET EASEMENT.

EXHIBIT A-2

STATE OF ALABAMA
COUNTY OF SHELBY

DESCRIPTION OF THE CENTERLINE OF A 20 FEET WIDE EASEMENT, SAID EASEMENT PARALLEL TO DESCRIBED COURSES AND INTERSECTING WITH PROPERTY LINES, 10 FEET TO EACH SIDE OF CENTERLINE. SITUATED IN THE NORTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$, THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, THE NORTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$, THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$, THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 29, TOWNSHIP 20 SOUTH, RANGE 3 WEST AND THE NORTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ AND THE NORTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 3 WEST, ALL IN SHELBY COUNTY ALABAMA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 29; THENCE RUN SOUTH 88 DEGREES 13 MINUTES 03 SECONDS EAST ALONG THE NORTH BOUNDARY LINE OF SAID SECTION FOR 1,463.22 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE RUN SOUTH 59 DEGREES 29 MINUTES 48 SECONDS EAST FOR 20.81 FEET; THENCE RUN SOUTH 88 DEGREES 13 MINUTES 03 SECONDS EAST FOR 976.00 FEET TO A POINT WHICH IS 10 FEET WEST OF THE WESTERNMOST BOUNDARY OF A TRACT OF LAND CONVEYED BY UNITED STATES STEEL CORPORATION TO THE COUNTY BOARD OF EDUCATION OF SHELBY COUNTY, ALABAMA ["BOARD OF EDUCATION PROPERTY"] BY DEED DATED OCTOBER 5, 2006 AS RECORDED IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA IN INSTRUMENT NO. 20070116000023200; THENCE RUN SOUTH 02 DEGREES 45 MINUTES 29 SECONDS EAST TEN FEET WEST OF AND PARALLEL TO SAID BOARD OF EDUCATION PROPERTY FOR 530.01 FEET TO A POINT THAT IS 10 FEET SOUTH OF THE SOUTHERLY BOUNDARY OF PLANTATION PIPELINE EASEMENT (60' ROW) GRANTED TO PLANTATION PIPELINE COMPANY BY CONTRACT DATED OCTOBER 6, 1971; THENCE RUN SOUTH 79 DEGREES 59 MINUTES 56 SECONDS EAST PARALLEL TO SAID SOUTHERLY BOUNDARY FOR 251.39 FEET; THENCE RUN SOUTH 79 DEGREES 35 MINUTES 56 SECONDS EAST PARALLEL TO SAID SOUTHERLY BOUNDARY FOR 99.82 FEET; THENCE RUN SOUTH 79 DEGREES 09 MINUTES 26 SECONDS EAST PARALLEL TO SAID SOUTHERLY BOUNDARY FOR 390.00 FEET; THENCE RUN SOUTH 79 DEGREES 35 MINUTES 56 SECONDS EAST PARALLEL TO SAID SOUTHERLY BOUNDARY FOR 289.84 FEET; THENCE RUN SOUTH 78 DEGREES 24 MINUTES 26 SECONDS EAST PARALLEL TO SAID SOUTHERLY BOUNDARY FOR 120.00 FEET; THENCE RUN SOUTH 79 DEGREES 35 MINUTES 56 SECONDS EAST PARALLEL TO SAID SOUTHERLY BOUNDARY FOR 130.74 FEET; THENCE RUN SOUTH 81 DEGREES 47 MINUTES 56 SECONDS EAST PARALLEL TO SAID SOUTHERLY BOUNDARY FOR 299.46 FEET; THENCE RUN SOUTH 76 DEGREES 13 MINUTES 56 SECONDS EAST FOR 60.19 FEET PARALLEL TO SAID SOUTHERLY BOUNDARY TO A POINT ON A CURVE TO THE LEFT HAVING A RADIUS OF 2430.00 FEET, A DELTA ANGLE OF 18 DEGREES 35 MINUTES 57 SECONDS, A CHORD OF 785.36 FEET AND A CHORD BEARING OF SOUTH 43 DEGREES 00 MINUTES 57 SECONDS WEST; THENCE RUN ALONG THE ARC OF SAID CURVE 788.82 FEET; THENCE RUN SOUTH 33 DEGREES 42 MINUTES 59 SECONDS WEST FOR 381.05 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 2205.00 FEET, A DELTA ANGLE OF 06 DEGREES 42 MINUTES 37 SECONDS, A CHORD OF 258.10 FEET AND A CHORD BEARING OF SOUTH 30 DEGREES 21 MINUTES 40 SECONDS WEST; THENCE RUN ALONG THE ARC OF SAID CURVE 258.25 FEET; THENCE RUN SOUTH 27 DEGREES 00 MINUTES 21 SECONDS WEST FOR 209.46 FEET; THENCE RUN SOUTH 29 DEGREES 04 MINUTES 00 SECONDS WEST FOR 148.81 FEET; THENCE RUN SOUTH 31 DEGREES 09 MINUTES 46 SECONDS WEST FOR 344.29 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 883.00 FEET, A DELTA ANGLE OF 15 DEGREES 40 MINUTES 24 SECONDS, A CHORD OF 240.79 FEET AND



20080521000207880 15/26 \$92.50
Shelby Cnty Judge of Probate, AL
05/21/2008 03:26:09PM FILED/CERT

A CHORD BEARING OF SOUTH 23 DEGREES 19 MINUTES 34 SECONDS WEST; THENCE RUN ALONG THE ARC OF SAID CURVE 241.55 FEET; THENCE RUN SOUTH 15 DEGREES 29 MINUTES 22 SECONDS WEST FOR 372.64 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 670.00 FEET, A DELTA ANGLE OF 31 DEGREES 41 MINUTES 01 SECONDS, A CHORD OF 365.79 FEET AND A CHORD BEARING OF SOUTH 31 DEGREES 19 MINUTES 52 SECONDS WEST; THENCE RUN ALONG THE ARC OF SAID CURVE FOR 370.50 FEET; THENCE RUN SOUTH 47 DEGREES 10 MINUTES 22 SECONDS WEST FOR 149.95 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 1010.00 FEET, A DELTA ANGLE OF 24 DEGREES 27 MINUTES 54 SECONDS, A CHORD OF 428.00 FEET AND A CHORD BEARING OF SOUTH 34 DEGREES 56 MINUTES 25 SECONDS WEST; THENCE RUN ALONG THE ARC OF SAID CURVE 431.27 FEET; THENCE RUN SOUTH 22 DEGREES 42 MINUTES 28 SECONDS WEST FOR 1073.94 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 539.00 FEET, A DELTA ANGLE OF 34 DEGREES 56 MINUTES 54 SECONDS, A CHORD OF 323.70 FEET AND A CHORD BEARING OF SOUTH 40 DEGREES 10 MINUTES 55 SECONDS WEST; THENCE RUN ALONG THE ARC OF SAID CURVE FOR 328.77 FEET; THENCE RUN SOUTH 57 DEGREES 39 MINUTES 22 SECONDS WEST FOR 144.31 FEET; TO A CURVE TO THE LEFT HAVING A RADIUS OF 1280.00 FEET, A DELTA ANGLE OF 09 DEGREES 52 MINUTES 48 SECONDS, A CHORD OF 220.45 FEET AND A CHORD BEARING OF SOUTH 52 DEGREES 42 MINUTES 58 SECONDS WEST; THENCE RUN ALONG THE ARC OF SAID CURVE 220.72 FEET; TO A CURVE TO THE LEFT HAVING A RADIUS OF 464.37 FEET, A DELTA ANGLE OF 25 DEGREES 50 MINUTES 43 SECONDS, A CHORD OF 207.70 FEET AND A CHORD BEARING OF SOUTH 34 DEGREES 51 MINUTES 12 SECONDS WEST; THENCE RUN ALONG THE ARC OF SAID CURVE FOR 209.47 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 880.00 FEET, A DELTA ANGLE OF 12 DEGREES 18 MINUTES 48 SECONDS, A CHORD OF 188.75 FEET AND A CHORD BEARING OF SOUTH 15 DEGREES 46 MINUTES 27 SECONDS WEST; THENCE RUN ALONG THE ARC OF SAID CURVE FOR 189.12 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 1362.85 FEET, A DELTA ANGLE OF 11 DEGREES 46 MINUTES 27 SECONDS, A CHORD OF 279.57 FEET AND A CHORD BEARING OF SOUTH 03 DEGREES 43 MINUTES 50 SECONDS WEST; THENCE RUN ALONG THE ARC OF SAID CURVE FOR 280.06 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 2030.00 FEET, A DELTA ANGLE OF 05 DEGREES 26 MINUTES 04 SECONDS, A CHORD OF 192.47 FEET AND A CHORD BEARING OF SOUTH 04 DEGREES 52 MINUTES 26 SECONDS EAST; THENCE RUN ALONG THE ARC OF SAID CURVE FOR 192.55 FEET; THENCE RUN SOUTH 07 DEGREES 35 MINUTES 28 SECONDS EAST FOR 162.05 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 9970.00 FEET, A DELTA ANGLE OF 00 DEGREES 26 MINUTES 37 SECONDS, A CHORD OF 77.20 FEET AND A CHORD BEARING OF SOUTH 07 DEGREES 22 MINUTES 09 SECONDS EAST; THENCE RUN ALONG THE ARC OF SAID CURVE 77.20 FEET TO THE END OF THE CENTERLINE OF SAID 20 FEET WIDE EASEMENT.

PAGE 2 OF 2

EXHIBIT A-3

STATE OF ALABAMA
COUNTY OF SHELBY

A strip of land twenty (20) feet in width, being a permanent water line easement, lying in the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, and the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, in Section 32, Township 20 South, Range 3 West, Shelby County, Alabama. Said strip of land lying ten feet (10 ') on each side of the following described centerline:

Commence at the Southeast corner of the said North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and run North 00 degrees 27 Minutes 58 Seconds West along the East boundary thereof, 10.01 feet to a point that lies 10.00 feet North of and perpendicular to the South boundary of the said North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and to the point of beginning of said centerline; thence North 88 Degrees 31 Minutes 20 Seconds West, parallel to the South boundaries of the said North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the said North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, 2,613.93 feet to a point that lies 10.00 feet East of and perpendicular to the West boundary of the said North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; thence North 00 Degrees 14 Minutes 20 Seconds West, parallel to the said West boundary, 670.62 feet to a point that lies 10.00 feet North of and perpendicular to the South boundary of the said Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; thence North 88 Degrees 26 Minutes 44 Seconds West, parallel to the South boundaries of the said Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, 888.63 feet; thence North 45 Degrees 00 Minutes 00 Seconds West, 278.76 feet; thence North 90 Degrees 00 Minutes 00 Seconds West, 443.53 feet to the end of said centerline. Shorten or extend sidelines to terminate at property and right of way lines.

Temporary Construction Easement

A strip of land lying as follows: thirty (30.00) feet in width lying North of the above described permanent water line easement from 0+00 the point of beginning of said easement to 26+13.93, and thirty (30.00) feet in width lying East of the above described permanent water line easement from 26+13.93 to 32+84.55, and thirty (30.00) feet in width lying North of the above described permanent water line easement from 32+84.55 to 41+73.18, and fifteen (15.00) feet in width lying on each side of the above described permanent water line easement from 41+73.18 to 48+23± being the end of said easement.

EXHIBIT A-4

PUMP STATION

STATE OF ALABAMA
COUNTY OF SHELBY

A parcel of land located in the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 32, Township 20 South, Range 3 West, Shelby County, Alabama. More particularly described as follows:

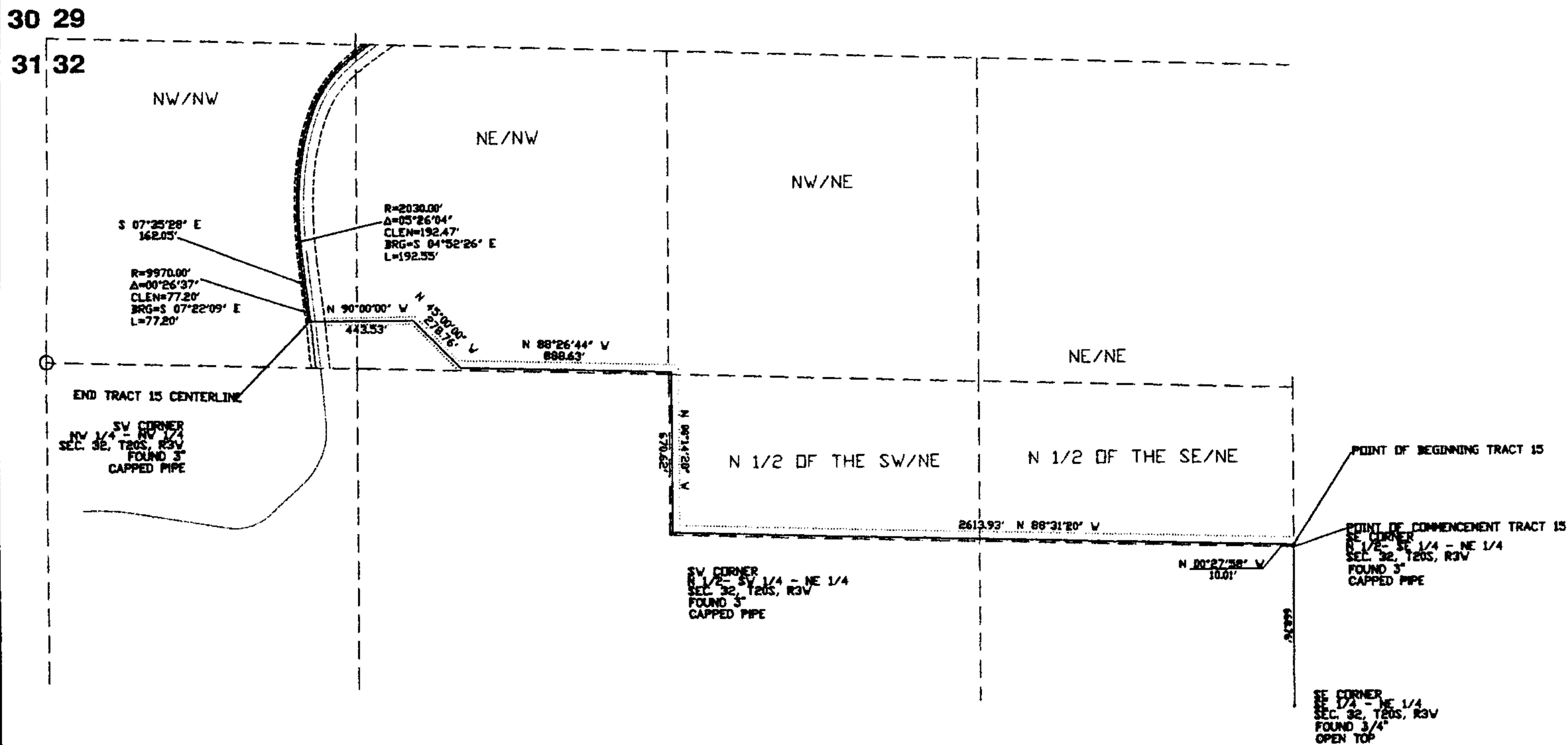
Commence at the Southeast corner of the said Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and run North 88 Degrees 26 Minutes 44 Seconds West along the South boundary thereof, 1263.76 feet; thence North 00 Degrees 00 Minutes 00 Seconds East, 206.68 feet to the point of beginning; thence continue North 00 Degrees 00 Minutes 00 Seconds East, 120.00 feet; thence North 90 Degrees 00 Minutes 00 Seconds East, 253.32 feet to the Northwest right of way of Alabama Power Transmission Line; thence South 48 Degrees 00 Minutes 34 Seconds West along said right of way, 179.37 feet; thence North 90 Degrees 00 Minutes 00 Seconds West, 120.00 feet to the point of beginning. Said parcel contains 0.51 acres more or less.



20080521000207880 18/26 \$92.50
Shelby Cnty Judge of Probate, AL
05/21/2008 03:26:09PM FILED/CERT

EXHIBIT B-1
EXHIBIT B-2
EXHIBIT B-3
EXHIBIT B-4

(See attached maps.)



32



20080521000207880 21/26 \$92.50
Shelby Cnty Judge of Probate, AL
05/21/2008 03:26:09PM FILED/CERT

EXHIBIT B - 3

SKETCH FOR LEGAL DESCRIPTION INFORMATION FOR LEGAL DESCRIPTION WAS PREPARED FROM MAP BY: PERC ENGINEERING CO., INC. DWG NAME ABEASE7-2.DWG 01-18-2008 AND PERC ENGINEERING CO., INC. DWG NAME ABUSX-BOUND.DWG 06-26-2007 SHELBY COUNTY, ALABAMA	DATE SUBMITTED: 03-11-2008	△		
	DRAWN BY: GVS	△		
	APPROVED BY: RRG	△		
	DWG NAME E.E.F.S. JOB No.	△		
	PERC INFO.DWG 1301-07	△		
SCALE: 1"=400'	SHEET No.	1	of 1	
	NO.	03/18/2008	TAKE OFF PUMP STATION/PER CHARLES HEATH	REVISION

LEGEND

—	PROPERTY LINE
—	PROPOSED WATER LINE INFORMATION (SEE NOTE 2)
—	POWER LINE
•	CALCULATED POINT
•	FOUND MONUMENTATION
■	ASPHALT

REVISIONS

REVISION 6-26-07	CHANGES TO EASEMENT WIDTHS AND CENTERLINE LOCATION
REVISION 6-26-07	CHANGE LEGAL DESCRIPTION

NOTES

- 1.) PROPERTY LINES SHOWN HEREON ARE FOR INFORMATION ONLY AND ARE BASED ON READILY AVAILABLE FOUND MONUMENTATION, DEEDS AND SUBDIVISION PLATS AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA. ACTUAL PROPERTY SURVEY NOT PERFORMED.
- 2.) PROPOSED WATER LINE INFORMATION PROVIDED BY PAUL B. KREBS & ASSOCIATES.
- 3.) NORTH ARROW AND BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH BOUNDARY OF THE NW 1/4 OF THE NW 1/4 OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA.

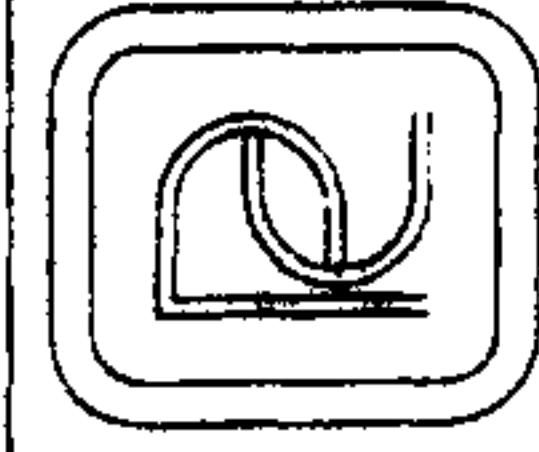
ABBREVIATIONS

P.O.B.	POINT OF BEGINNING OF CENTER LINE
P.O.C.	POINT OF COMMENCEMENT
R/W	RIGHT OF WAY

Preliminary Boundary Survey PAUL B. KREBS & ASSOCIATES, INC. Bessemer to Alabaster WTM

SEC. 32, T20S, R3W
SHELBY COUNTY, ALABAMA

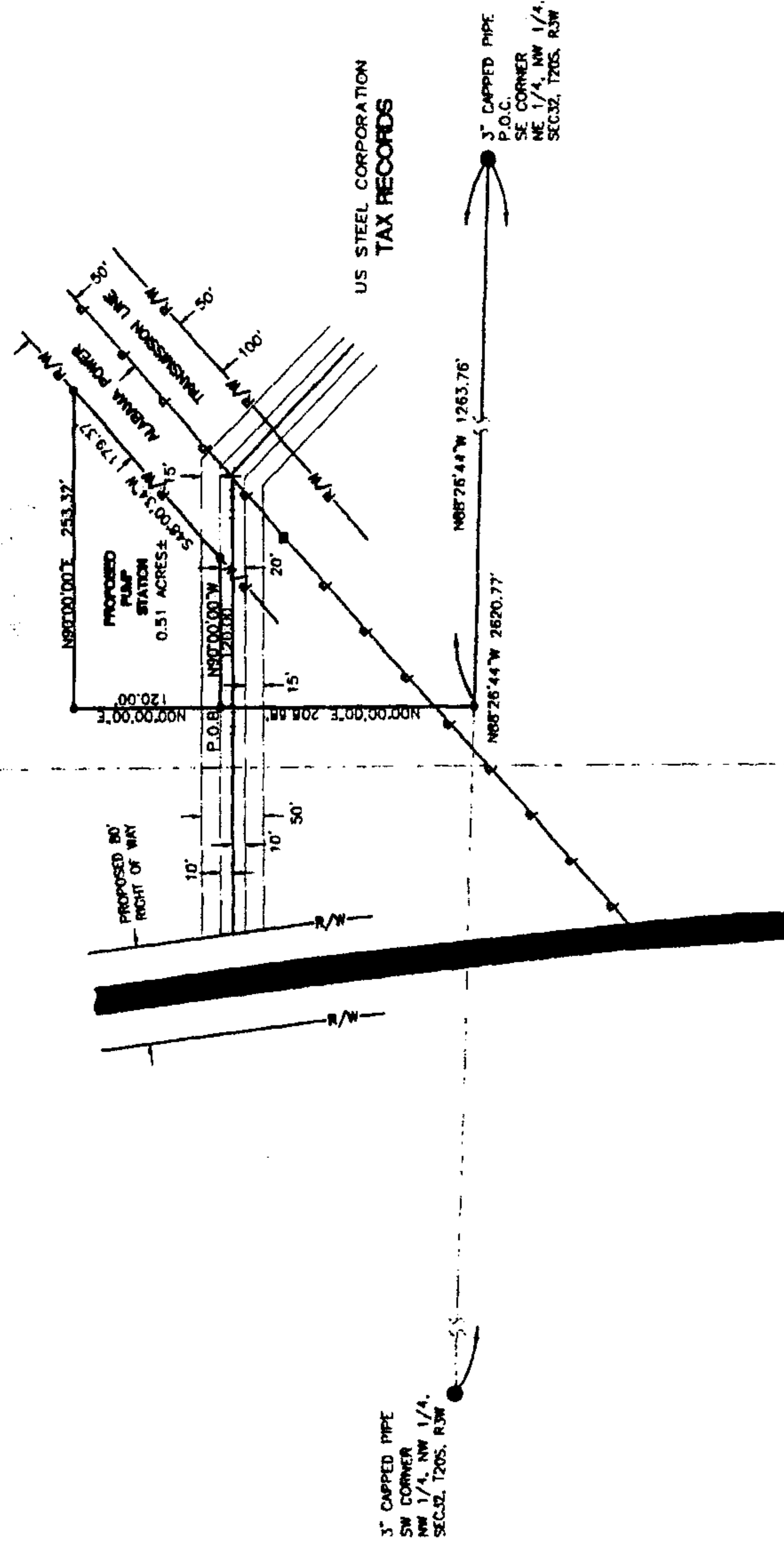
DWG NAME:	ABUSH-BOUND.DWG	DATE:	6/26/07
CRD NAME:	ALAB-BESS.CRD	LAST FIELD SURVEY:	2/2/07
DRAWN BY:	S.A.E.	SCALE:	1"=100'
APPROVED BY:	L.E.	JOB #	06-07700-005



PERC
ENGINEERING CO., INC.
1000 Hwy 78 South, Alabaster, AL 36850-7000
(205) 361-1000 Fax
(205) 361-1001

NW 1/4 - NW 1/4
SECTION 32, TOWNSHIP 20 SOUTH, RANGE 3 WEST

US STEEL CORPORATION
TAX RECORDS



SE 1/4 - NW 1/4
SECTION 32, TOWNSHIP 20 SOUTH, RANGE 3 WEST

SW 1/4 - NW 1/4
SECTION 32, TOWNSHIP 20 SOUTH, RANGE 3 WEST



EXHIBIT B - 4



20080521000207880 22/26 \$92.50
Shelby Cnty Judge of Probate, AL
05/21/2008 03:26:09PM FILED/CERT

ATTACHMENT "I"

INSURANCE

Grantee agrees that before it or any of its consultants/contractors visit the Premises, Grantee shall procure and maintain, and shall require any of its consultants/contractors to procure and maintain insurance policies in accordance with the terms and provisions outlined in Attachment "I" attached hereto and incorporated herein.

1. **Minimum Scope of Insurance** -- Coverage shall be at least as broad as the following:

A. **Commercial General Liability Insurance**: Shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). If a 1973 edition ISO form must be used by the insurer, the broad form comprehensive general liability (BFCGL) endorsement shall be included. Additionally, the policy shall not contain a sunset provision, commutation clause or any other provision which would prohibit the reporting of a claim and the subsequent defense and indemnity that would normally be provided by the policy. The policy of insurance shall contain or be endorsed to include the following:

- (i) Premises/Operations;
- (ii) Products/Completed Operations;
- (iii) Contractual;
- (iv) Independent Contractors;
- (v) Broad form property damage;
- (vi) Personal and Advertising Injury;
- (vii) Separation of Insureds (severability of interest);
- (viii) The policy shall be endorsed using ISO form CG 20 10 11 85 (or a substitute form providing equivalent coverage) so as to include United States Steel Corporation and RGGS Land & Minerals, Ltd., L. P. (hereinafter collectively "USS/RGGS"), and its affiliates, including all units, divisions and subsidiaries as Additional Insureds on a Primary and Non-contributory basis. The coverage shall contain no special limitations on the scope of protection afforded to said Additional Insured.
- (ix) Waiver of subrogation shall be provided to the benefit of all Additional Insureds, as aforesaid.
- (x) No XCU (explosion, collapse, underground) exclusion.
- (xi) For any claims related herein, the Grantee's and/or its Contractor's insurance shall be primary and non-contributory respecting the aforesaid Additional Insureds. Any insurance or self-insurance maintained by USS/RGGS shall be in excess of the Grantee's and/or Contractor's insurance and shall not contribute with it.
- (xii) The policy shall not contain any provision, definition, or endorsement that would serve to eliminate third-party action over claims.
- (xiii) Self-funded, or other non-risk transfer insurance mechanism are not acceptable to USS/RGGS. If the Grantee has such a program, full disclosure must be made to USS/RGGS prior to any consideration being given.

B. **Automobile Liability Insurance:** As specified by ISO form number CA 0001, Symbol I (any auto), with an MCS 90 endorsement and a CA 99 48 endorsement attached if hazardous materials or waste are to be transported. This policy shall be endorsed to include USS/RGGS, its subsidiaries and/or affiliates as Additional Insureds, and to include waiver of subrogation to the benefit of all Additional Insureds, as aforesaid.

C. **Workers' Compensation Insurance:** As required by the State or Commonwealth in which work is being done, and in accordance with any applicable Federal laws, including Employer's Liability Insurance and/or Stop Gap Liability coverage as per below limits. Where not otherwise prohibited by law, this policy shall be endorsed to include waiver of subrogation to the benefit of USS/RGGS, its subsidiaries, and/or affiliates.

D. **Employer's Liability and/or Stop Gap Liability Coverage:** Coverages per accident, disease-policy limit, and disease each employee.
Check if applicable ☐

E. **Errors and Omissions Professional Liability Insurance (check box if made applicable by USS/RGGS: [n/a])** Coverage should be for a professional error, act or omission arising out of the Contractor's performance of work hereunder. The policy form may not exclude coverage for Bodily Injury, Property Damage, claims arising out of laboratory analysis, pollution or the operations of a treatment facility, to the extent these items are applicable under the scope of work hereunder. This policy shall be endorsed to include waiver of subrogation to the benefit of USS/RGGS, its subsidiaries, and/or affiliates. If coverage is on a claims-made form, Contractor shall maintain continuous coverage or exercise an extended discovery period for a period of no less than five (5) years from the time that the work hereunder has been completed.
Check if applicable ☐

F. **Environmental Impairment Insurance (check box if made applicable by USS/RGGS:[n/a])**
Covering damage to the environment, both sudden and non-sudden, caused by the emission, disposal, release, seepage, or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquid or gases, waste materials or other irritants, contaminants or pollutants, into or upon land, the atmosphere or any water course or body of water; or the generation of odor, noises, vibrations, light, electricity, radiation, changes in temperature, or any other sensory phenomena. Such insurance shall contain or be endorsed to include:

- (i) Property damage, including loss of use, injury to or destruction of property;
- (ii) Cleanup costs that shall include operations designed to **analyze, monitor**, remove, remedy, neutralize, or clean up any released or escaped substance which has caused environmental impairment or could cause environmental impairment if not removed, neutralized or cleaned up.
- (iii) Personal injury, which shall include bodily injury, sickness, disease, mental anguish, shock or disability sustained by any person, including death resulting therefrom.
- (iv) USS/RGGS, its subsidiaries and/or affiliates as Additional Insureds, on a primary and non-contributory basis.
- (v) Waiver of Subrogation in favor of USS/RGGS, its subsidiaries and/or affiliates.

If the Environmental Impairment Insurance is on a claims-made form, Grantee and its Contractor(s) shall maintain continuous coverage or exercise on an extended discovery period for a period of no less than five (5) years from the time that the work hereunder has been completed.

2. **Minimum Limits of Insurance** -- Grantee and its Contractor(s) shall maintain limits *no less than*:

A. **Commercial General Liability**: Including Umbrella Liability Insurance, if necessary, limits shall be not less than \$2,000,000 each occurrence for bodily injury and property damage; \$2,000,000 each occurrence and aggregate for products and completed operations; \$4,000,000 general aggregate. The limits and coverage requirements may be revised at the option of USS/RGGS, except if parties agree otherwise.

B. **Automobile Liability Insurance**: Including Umbrella Liability Insurance, if necessary, limits shall be not less than \$2,000,000 per accident for bodily injury and property damage, \$5,000,000 if hazardous materials or substances are to be transported.

C. **Workers' Compensation**: As required by the State or Commonwealth in which the work will be performed, and as required by any applicable Federal laws.

D. **Employer's Liability and/or Stop Gap Liability Coverage**: \$1,000,000 per accident, \$1,000,000 disease-policy limit, and \$1,000,000 disease each employee. (May include Umbrella coverage.)

E. **Errors and Omissions Professional Liability Insurance**: (If applicable) \$2,000,000 per loss; \$4,000,000 annual aggregate limit.

F. **Environmental Impairment Insurance**: (If applicable) \$5,000,000 combined single limit per loss. The limits and coverage requirements may be revised at the option of USS/RGGS, except if parties agree otherwise.

3. **Deductibles and Self-Insured Retentions** -- All insurance coverage carried by Grantee and its Contractor(s) shall extend to and protect USS/RGGS, its subsidiaries and/or affiliates to the full amount of such coverage, and all deductibles and/or self-insured retentions (if any), including those relating to defense costs, are the sole responsibility of Grantee and its Contractor(s).

4. **Rating of Insurer** -- The Grantee and its Contractor(s) will only use insurance companies acceptable to USS/RGGS and authorized to do business in the state or area in which the work hereunder is to be performed. Insurers must have a minimum rating of a A-, Class VII as evaluated by the most current A.M. Best rating guide. If the insurer has a rating less than an A-, Class VII, the Contractor must receive specific written approval from USS/RGGS prior to proceeding.

5. **Other Insurance Provisions**

A. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by United States first class certified mail, return receipt requested, has been given to USS/RGGS.

B. These insurance provisions are intended to be a separate and distinct obligation on the part of the Grantee. Therefore, these provisions shall be enforceable and Grantee and/or Contractor(s) shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.

C. The above-described insurance coverage to be provided by Grantee and/or its Contractor(s) hereunder will extend coverage to all work or services performed hereunder.

D. The obligation of the Grantee and its Contractor(s) to provide the insurance herein above specified shall not limit in any way the liability or obligations assumed by the Grantee and its Contractor(s) hereunder.

E. In the event Grantee and its Contractor(s), or its insurance carrier defaults on any obligations hereunder, Grantee and its Contractor(s) agree that they will be liable for all reasonable expenses and attorneys' fees incurred by USS/RGGS to enforce the provisions hereunder.

6. Evidence of Coverage

A. Grantee and its Contractor(s) shall furnish USS/RGGS with copies of the endorsements effecting the coverage required by this specification. Additionally, *prior to the commencement of any work or services on USS/RGGS's Premises*, Grantee and its Contractor(s) and all subcontractors, if any, shall furnish to USS/RGGS satisfactory Certificates of Insurance evidencing full compliance with the requirements herein. The Certificates of Insurance must show that the required insurance is in force, the amount of the carrier's liability thereunder, and must further provide that USS/RGGS will be given sixty (60) days advance written notice of any cancellation of coverage or deletion of the certificate holder herein as an Additional Insured under the policies.

B. All Certificates of Insurance shall be in form and content acceptable to USS/RGGS and shall be submitted to USS/RGGS in a timely manner so as to confirm Grantee and its Contractor(s) full compliance with the stated insurance requirements hereunder.

C. Any failure on the part of USS/RGGS to pursue or obtain the Certificates of Insurance required hereunder from Grantee and its Contractor(s) and/or the failure of USS/RGGS to point out any non-compliance of such Certificates of Insurance shall not constitute a waiver of any of the insurance requirements hereunder, nor relieve Grantee or its Contractor(s) of any of its obligations or liabilities hereunder. Moreover, acceptance by USS/RGGS of insurance submitted by the Grantee and its Contractors does not relieve or decrease in any manner the liability of the Grantee and its Contractor(s) for performance hereunder. The Grantee and its Contractor(s) are responsible for any losses, claims, and/or costs of any kind that their insurance does not cover.

7. Subcontractors -- Contractor(s) shall be responsible to obtain separate certificates from each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.