

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     )

**PARTIAL ASSIGNMENT AND ASSUMPTION  
OF  
WATER PIPE LINE EASEMENT AGREEMENT**

**THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF WATER PIPE LINE EASEMENT AGREEMENT** (this "Agreement") dated November 16, 2010, by and among **UNITED STATES STEEL CORPORATION**, a Delaware corporation, hereinafter referred to as "USS/Grantor"; **RGGS LAND & MINERALS, LTD., L.P.**, a Delaware limited partnership, hereinafter referred to as "RGGS"; **BESSEMER WATER SERVICE**, a Department of the City of Bessemer, Alabama, an Alabama municipal corporation, hereinafter referred to as "Grantee/Assignor"; and the **ALABASTER WATER BOARD**, an Alabama non-profit corporation, formerly known as the Alabaster Water and Gas Board, hereinafter referred to as "Grantee/Assignee".

**WITNESSETH:**

**WHEREAS**, by that certain "Water Pipe Line Easement Agreement" recorded in Instrument No. 20080521000207880 in the Probate Office of Shelby County, Alabama (the "Easement Agreement"), USS/Grantor, as the owner of the surface of the lands, granted to Grantee/Assignor an easement for a right-of-way for a single twenty-four (24) inch diameter pipe line with appurtenant facilities thereto, for the construction, installation, maintenance, use, operation, and removal of said pipe line by Grantee/Assignor for the purpose of transporting water; and


**WHEREAS**, RGGS, to the extent of its mineral and mining rights, joined in the conveyance of said easement for the purpose of protecting its mineral and mining rights, including certain surface rights; and

**WHEREAS**, Assignee/Grantee desires to assume responsibility for the pipe line under the Easement Agreement to the extent that the pipe line is located and described in Section 1 below; and

**WHEREAS**, Grantee/Assignor desires to assign its right, title, and interest under the Easement Agreement to Grantee/Assignee to the extent that the pipe line is located and described in Section 1 below; and

**WHEREAS**, USS/Grantor and RGGS desire to consent to the partial assignment of the Easement Agreement as set forth above.

**NOW THEREFORE**, the parties hereto, intending to be legally bound, hereby agree as follows:

  
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Shelby Cnty Judge of Probate, AL  
12/20/2010 03:11:08 PM FILED/CERT

1. Grantee/Assignor hereby assigns to Grantee/Assignee all of its right, title, and interest in and to the Easement Agreement with respect to those certain portions of the pipe line described on **EXHIBIT A-3** and **EXHIBIT A-4** and depicted on maps marked **EXHIBIT B-3** and **EXHIBIT B-4** attached hereto and made a part hereof (the "Assigned Premises").
2. Grantee/Assignee hereby assumes and accepts each and every liability, obligation, and duty of Grantee/Assignor under or pursuant to the Easement Agreement with respect to said portions of the pipe line located within the Assigned Premises and shall defend and indemnify Grantee/Assignor, USS/Grantor, and RGGS and their respective directors, officers, employees, and agents (the "Indemnified Parties"), from and against any and all claims, liabilities, and expenses (including attorneys fees and other legal costs) that may arise against the Indemnified Parties in connection with said portions of the pipe line located within the Assigned Premises under the Easement Agreement, regardless of when such claims, liabilities, or expenses accrued or were incurred by Indemnified Parties.
3. This Agreement may be executed by the parties hereto individually or in combination, in one or more counterparts, each of which shall be an original and all of which will constitute one and the same agreement.
4. As modified herein, all terms and conditions in the Easement Agreement shall remain in full force and effect.
5. Capitalized terms not otherwise specifically defined in this Agreement shall have the same meanings given to such terms in the Easement Agreement.
6. This Agreement shall be effective as of the date of execution hereof by all parties hereto.
7. USS/Grantor and RGGS hereby consent to the partial assignment and assumption of the Easement Agreement as set forth herein.

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



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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives, as of the day and year first above written.

GRANTOR/ASSIGNOR:

ATTEST:

BESSEMER WATER SERVICE

By: [Signature] 10/20/10  
Its: Acting City Clerk

By: [Signature]  
Its: Superintendent

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STATE OF ALABAMA )

COUNTY OF Jefferson )

I, Adrianne R. Adams, 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 26<sup>th</sup> day of October, 2010.

[Signature]  
Notary Public

[SEAL]

My Commission expires: 10-1-2011



GRANTEE/ASSIGNEE:

ATTEST:

ALABASTER WATER BOARD

By: Deise Rean  
Its: Board Secretary

By: James Lucas  
Its: Manager

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STATE OF ALABAMA )

COUNTY OF Shelby )

I, John Bailey, a Notary Public in and for said County, in said State, hereby certify that James Lucas, whose name as Manager of the **Alabaster Water Board**, an Alabama non-profit 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 14 day of October, 2010.

John Bailey  
Notary Public

My Commission expires: April 26, 2014

KEY  
[SEAL]

JOHN BAILEY  
NOTARY PUBLIC  
STATE OF ALABAMA

USS/GRANTOR:

ATTEST:

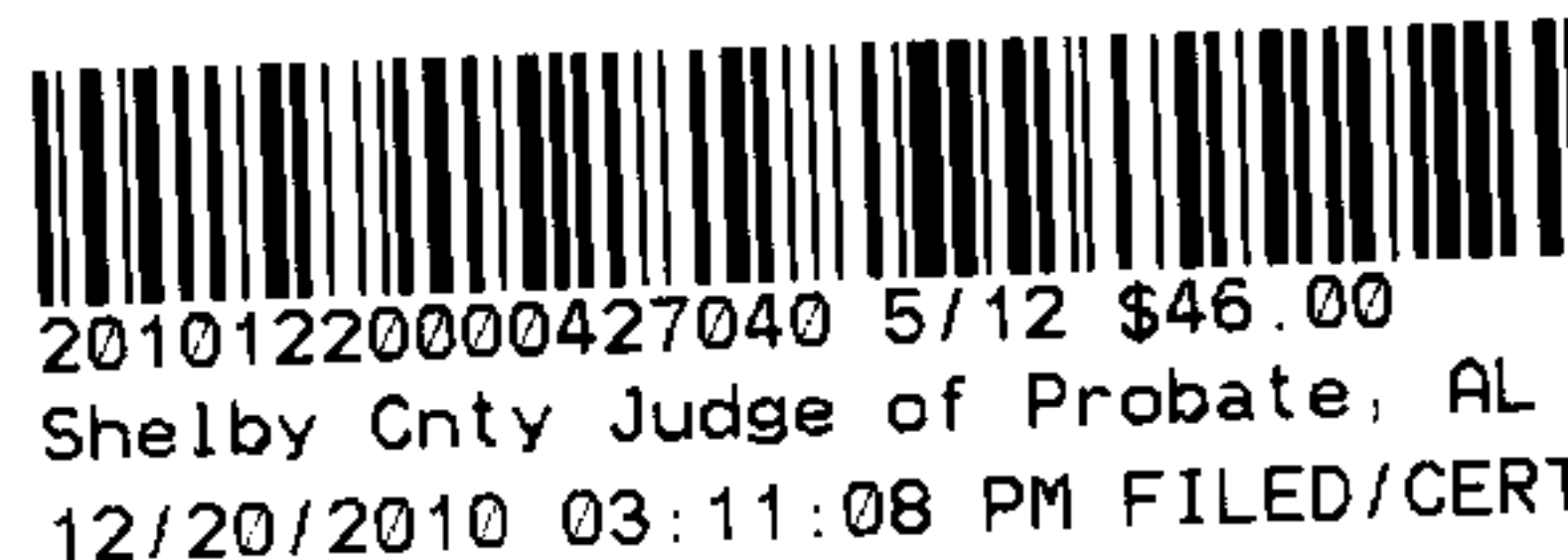
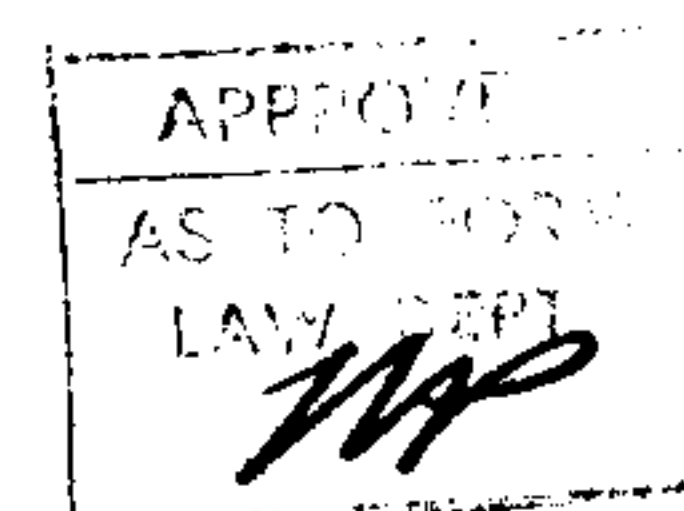
UNITED STATES STEEL CORPORATION

By: Michael M. Partain

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, Michael M. Partain, 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 16<sup>th</sup> day of November 2010.

Michael M. Partain  
Notary Public

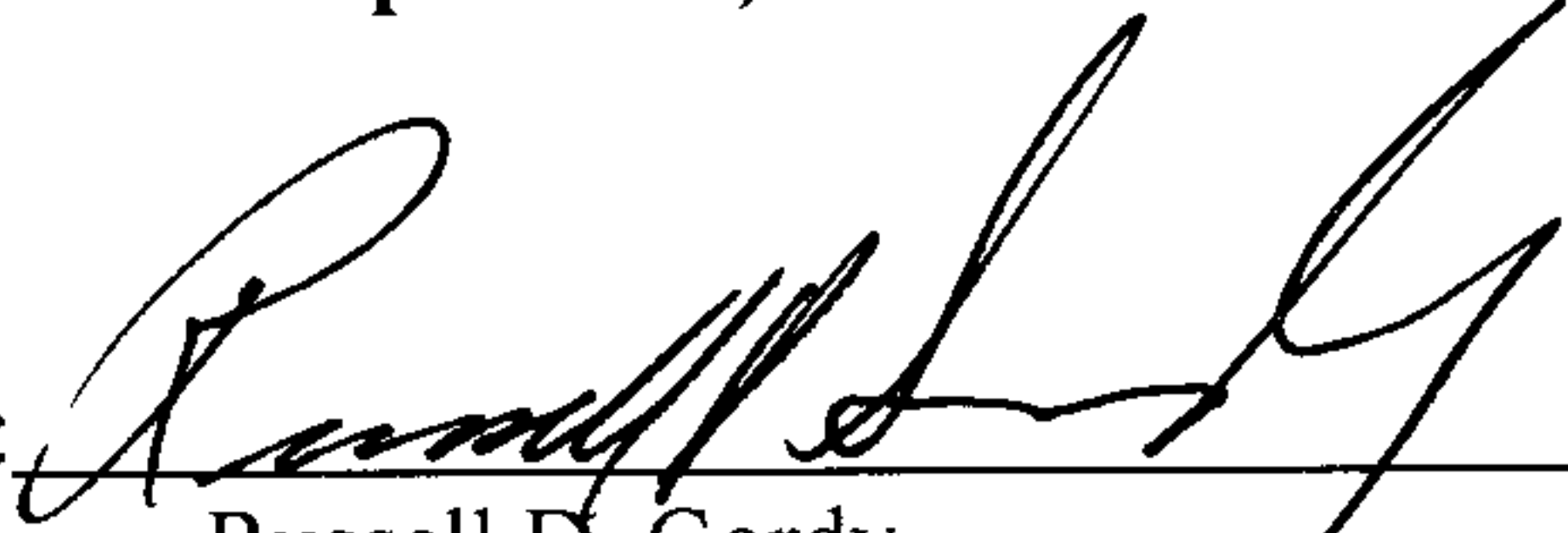
[SEAL]

My Commission expires: 2-25-2013

RGGS:

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

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

By:   
Russell D. Gordy

Its: President



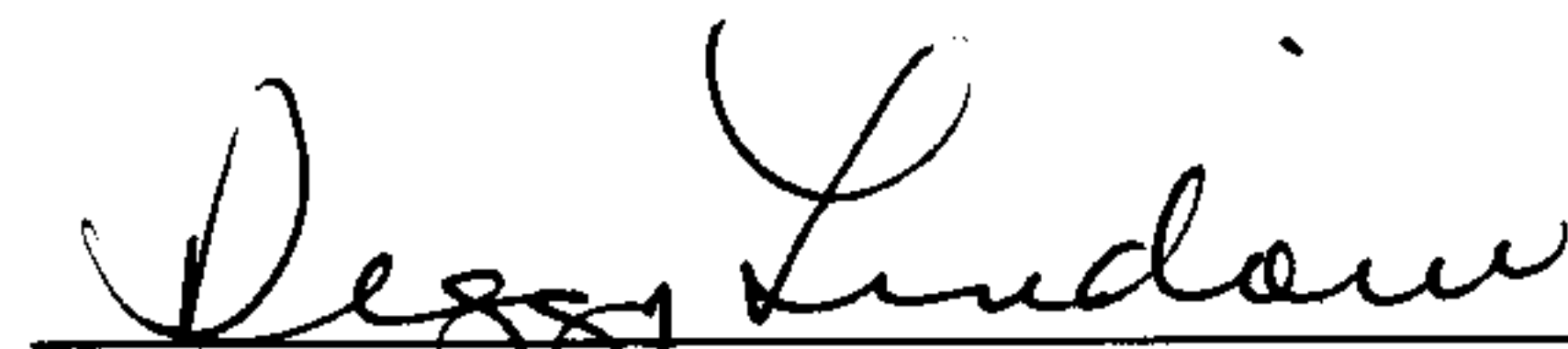
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STATE OF Texas )

COUNTY OF Harris )

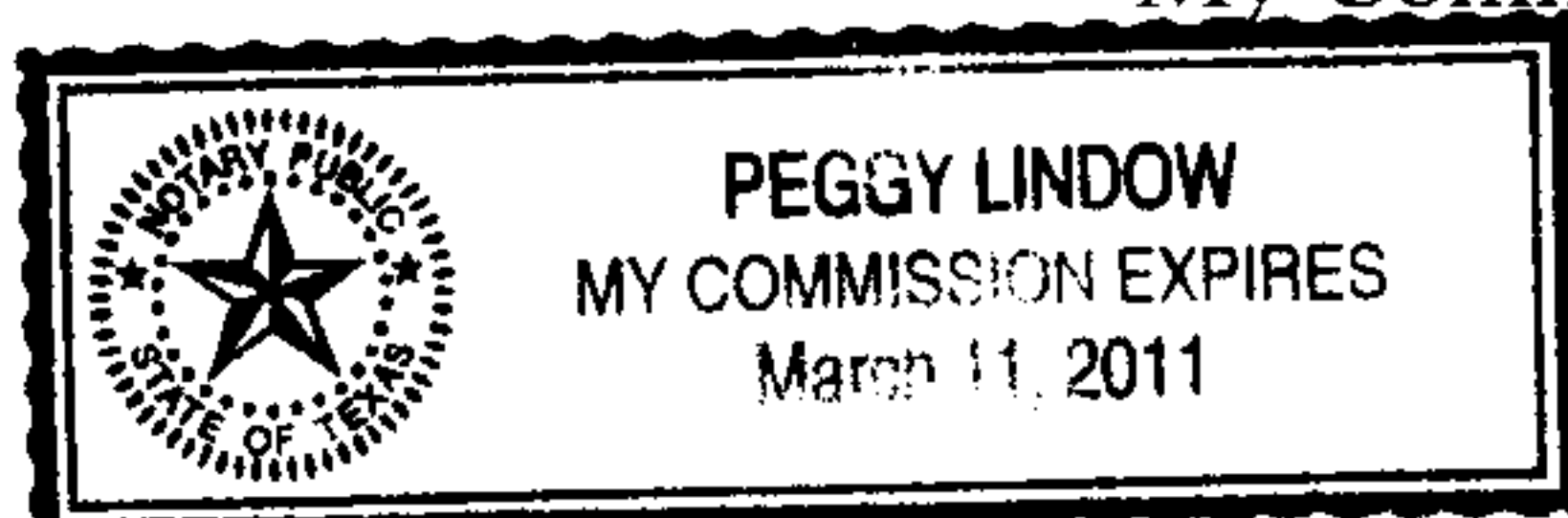
I, Peggy Lindow, a Notary Public in and for  
said County, in said State, hereby certify that Russell D. Gordy, whose name as President of Gordy Oil  
Company, a Texas Corporation, general partner of **RGGS Land & Minerals, Ltd., L.P.**, a Delaware limited  
partnership, is signed to the foregoing instrument, 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 9th day of November,  
2010.

  
Notary Public

[SEAL]

My Commission expires: 3-11-2011




### EXHIBIT A-3

#### Legal Description of the Assigned Premises

#### 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.

  
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**EXHIBIT A-4**


**Legal Description of the Assigned Premises**

**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.


  
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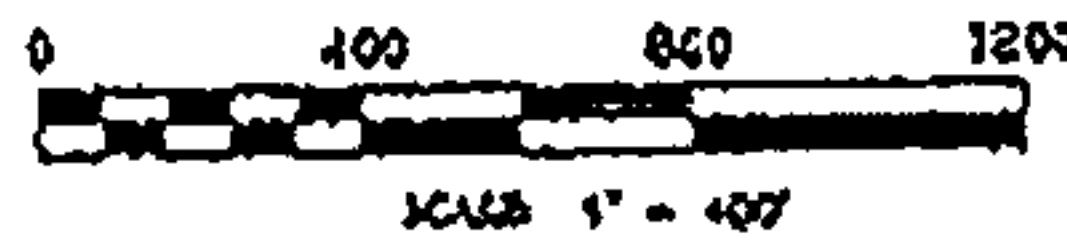


**EXHIBIT B-3**

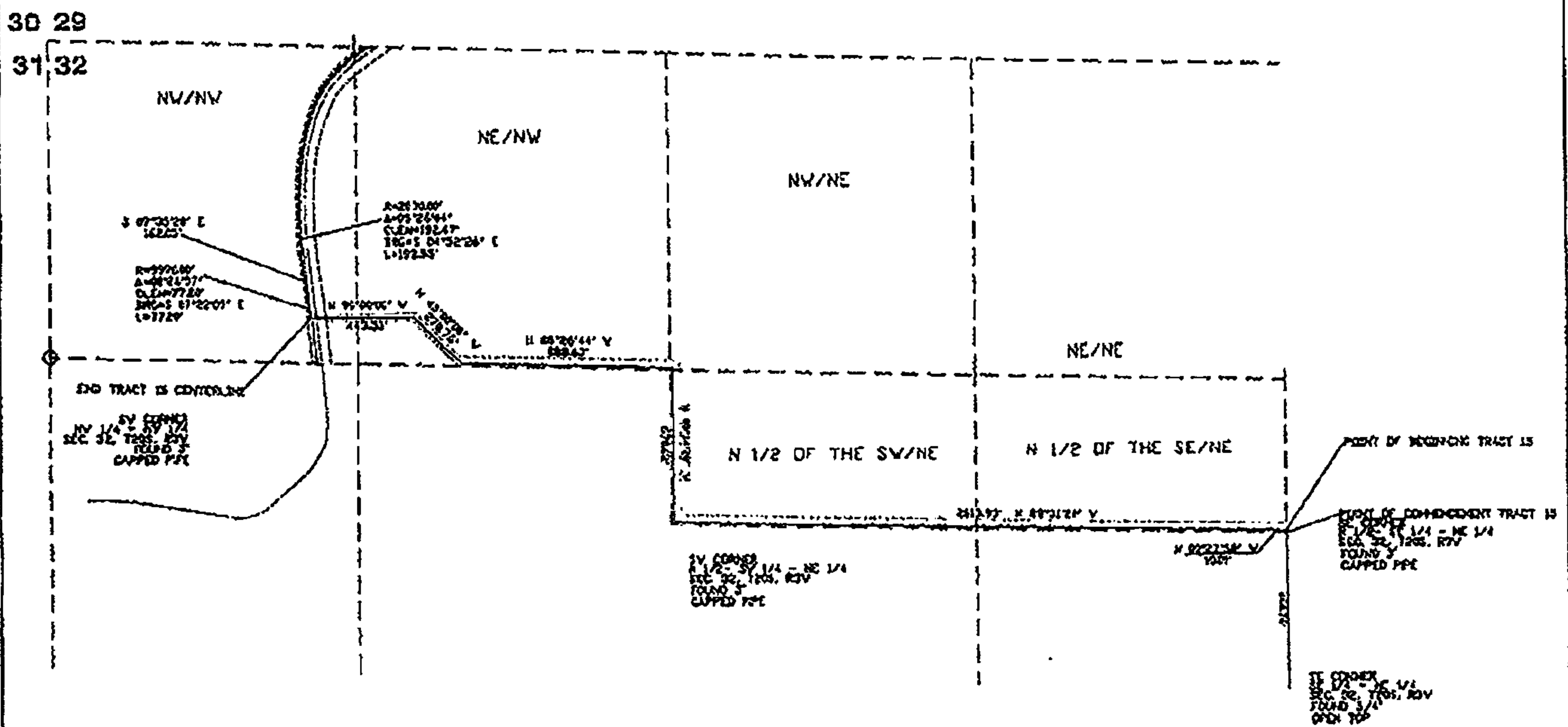
**Map of the Assigned Premises**

**(see attachment)**

  
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32



20080521000207980 21/26 \$92.50  
Shelby Cnty Judge of Probate, AL  
05/21/2008 03:26:08PM 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: SHEET No.

1" = 400' 1 of 1

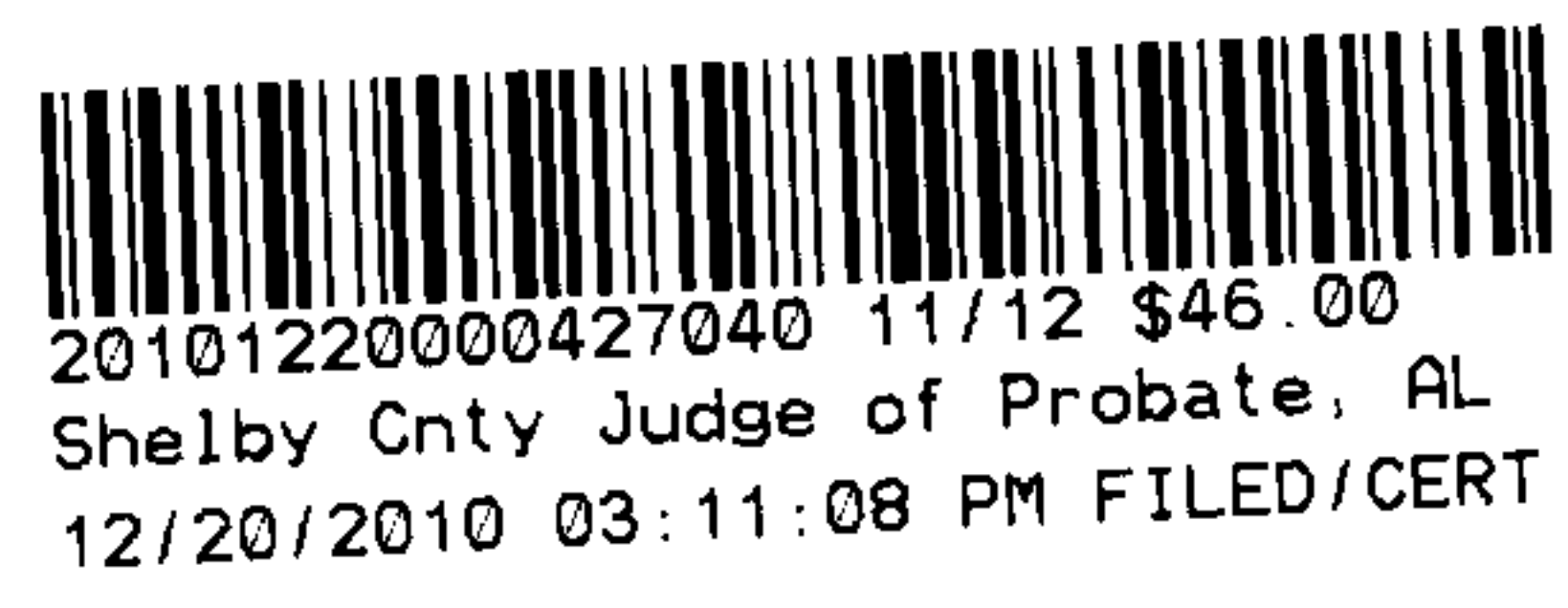
NO. DATE

03/18/2008 TAKE OFF PUMP STATION/PER CHARLES HEATH  
REVISION

## **EXHIBIT B-4**

### **Map of the Assigned Premises**

**(see attachment)**





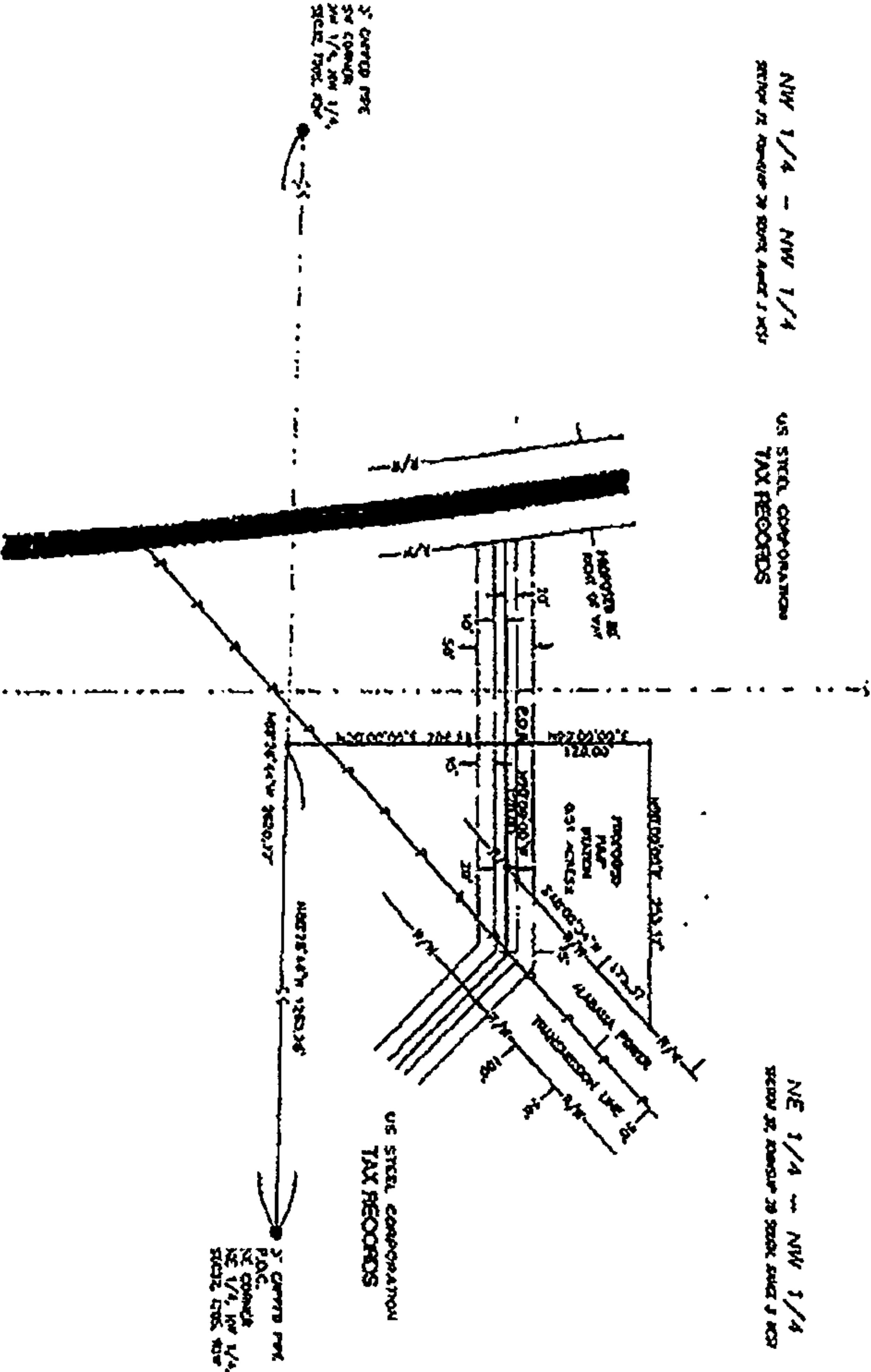
20980521600207880 22/26 592.50  
Shelby County Judge of Probate, AL  
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# EXHIBIT B - 4



SW 1/4 - NW 1/4  
SECTION 22, TOWNSHIP 20 SOUTH, RANGE 3 WEST

SE 1/4 - NW 1/4  
SECTION 22, TOWNSHIP 20 SOUTH, RANGE 3 WEST



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## LEGEND

- PROPOSED LINE
- PROPOSED BOUNDARY LINE (SEE NOTE 2)
- EXISTING LINE
- EXISTING BOUNDARY LINE
- EXISTING BOUNDARY LINE (SEE NOTE 1)

## REVISIONS

NO.	DATE	DESCRIPTION
1	12/12/10	QUANTITY OF MATERIALS FOR CONSTRUCTION
2	12/20/10	QUANTITY OF MATERIALS FOR CONSTRUCTION

## NOTES

- 1) PROPERTY LINES SHOWN HEREON ARE FOR INFORMATION ONLY AND ARE NOT TO BE USED FOR ANY OTHER PURPOSES.
- 2) PROPERTY LINES SHOWN HEREON ARE FOR INFORMATION ONLY AND ARE NOT TO BE USED FOR ANY OTHER PURPOSES.
- 3) PROPERTY LINES SHOWN HEREON ARE FOR INFORMATION ONLY AND ARE NOT TO BE USED FOR ANY OTHER PURPOSES.

## ABBREVIATIONS

SYMBOL	DESCRIPTION
---	PROPOSED BOUNDARY LINE
---	EXISTING BOUNDARY LINE
---	EXISTING BOUNDARY LINE

Preliminary Boundary Survey  
PAUL R. KRIBBS & ASSOCIATES, INC.  
Bessemer to Alabaster WITH  
SEC. 22, TOWNSHIP 20 SOUTH, RANGE 3 WEST  
SHELBY COUNTY, ALABAMA

DATE	DESCRIPTION	BY	DATE
01/11/10	PRELIMINARY SURVEY	PAUL R. KRIBBS	01/11/10
01/11/10	PRELIMINARY SURVEY	PAUL R. KRIBBS	01/11/10

