


STATE OF ALABAMA )  
COUNTY OF SHELBY )

  
20161101000399740 1/7 \$33.00  
Shelby Cnty Judge of Probate, AL  
11/01/2016 10:24:21 AM FILED/CERT

### **FURTHER RESTRICTION OF REAL ESTATE AGREEMENT**

THIS FURTHER RESTRICTION OF REAL ESTATE AGREEMENT (this "Agreement"), effective as of September 2nd, 2016 (the "Further Restriction of Real Estate Date"), is made by and between **VALLEY CREEK LAND & TIMBER, LLC**, a Mississippi limited liability company (the "Grantor"), and **RGGS LAND & MINERALS, LTD., L.P.**, a Delaware Limited Partnership (the "Grantee"), and amends that certain *Agreement with Respect to Surface and Subsurface Uses, Red and Blue Cross Hatched, Yellow Outline and Yellow Dots* dated February 26, 2004, a copy of which is recorded in Probate Office of Shelby County in Instrument No. 20040609000311270 and (the "Use Agreement").

#### **RECITALS:**

**WHEREAS**, pursuant to the Use Agreement, United States Steel Corporation and Grantee agreed to certain restrictions relating to use of the surface and subsurface of the lands described therein, and used certain defined terms, the provisions thereof being incorporated herein as if fully set forth; and

**WHEREAS**, the Use Agreement was assigned by United States Steel Corporation to Grantor by that certain *Assignment and Assumption Agreement* dated August 27, 2014, and recorded in the Probate Office of Shelby County in Instrument No. 20141016000328270; and

**WHEREAS**, pursuant to the Use Agreement, the parties agreed to further restrict development of Minerals using the surface of the lands more particularly described on **EXHIBIT A** and depicted on the map labeled **EXHIBIT B** attached hereto and made a part hereof (the "Restricted Lands").

**NOW THEREFORE**, in consideration of ten dollars (\$10.00) and other good and valuable consideration, including without limitation the obligation of the parties to execute this Agreement pursuant to the terms of the Use Agreement, the parties do hereby further agree as follows:

#### **AGREEMENT:**

1. **Incorporation of Terms and References.** Unless otherwise defined herein, defined terms and section references made in this Agreement have the same meaning as in the Use Agreement.

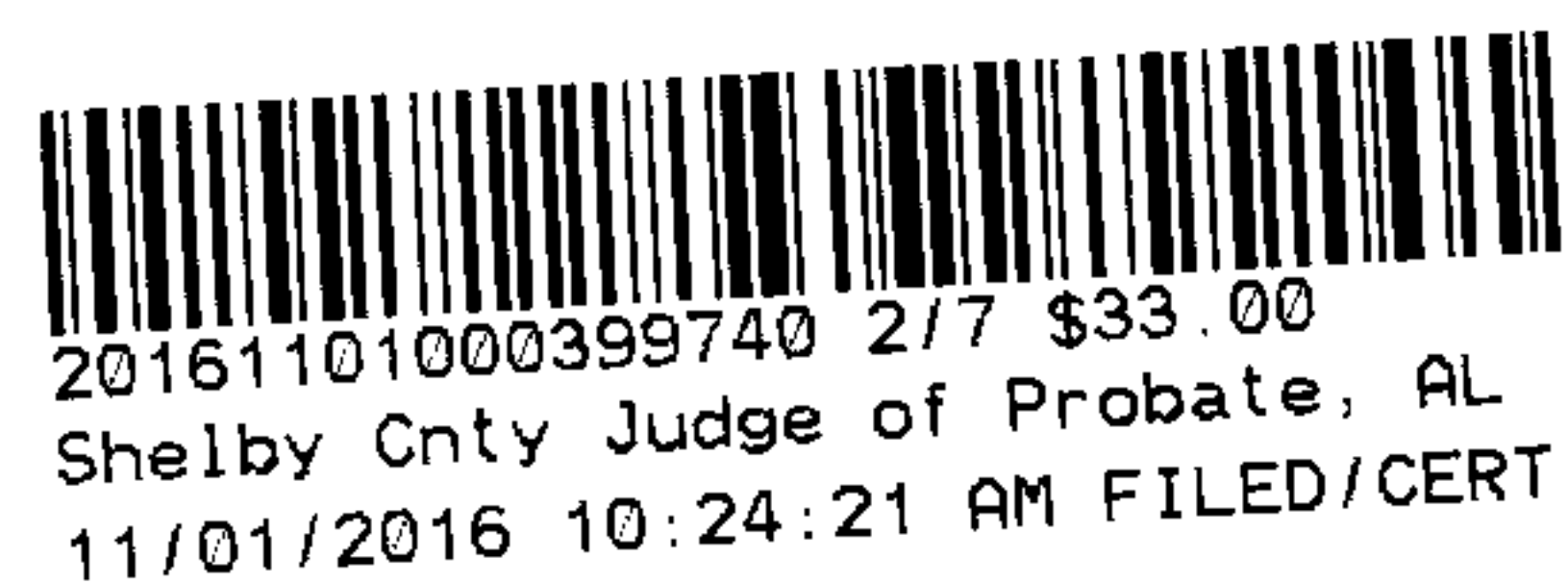
2. **Further Restriction of Use.** In addition to the restrictions contained in Sections 1.1 through 1.17 of the Use Agreement, and subject to Section 1.15 of the Use Agreement and the exceptions set forth in Section 3 of this Agreement, with respect to development of Minerals and Mining Rights occurring *after* the Further Restriction of Real Estate Date during the Term, any further use of the surface of the Restricted Lands for Mineral Development by Grantee, together with its lessees (other than lessees under Current Leases, which are not affected by this Agreement), shall be limited to the exercise of "Mining Rights," which shall mean all mining rights and rights for the development of Minerals including without limitations: the right to the use of the subsurface of the Restricted Lands, together with the surface and subsurface of adjacent lands not described on **EXHIBIT A** and depicted on the map labeled **EXHIBIT B** owned by Grantor or its predecessor in title on February 26, 2004, as reasonably necessary or convenient for the purposes of investigating, exploring, developing, prospecting, drilling for, producing, extracting, mining and storing, through all means known and utilized at the time of the Deed defined below (by any extraction or mining method, including, without limitation, in-situ mining methods), together with such means which may be developed from time to time in the future, the Minerals including the right (below the



surface of the Restricted Lands) to stockpile, treat, wash, remove, store and transport the Minerals, together with any and all related activities appurtenant thereto, to establish and utilize subsurface facilities for the subsurface disposal of produced water in accordance with appropriate local, state, federal, and environmental law and regulations, and any other subsurface facility reasonably necessary for the development, exploration, extraction, or removal of the Minerals, to inject, store, or dispose of substances in the subsurface strata including, without limitation, injection and/or storage of waste water, solids and liquids, along with gases of all kinds, all in accordance with appropriate local, state, federal, and environmental law and regulations, and the unrestricted undermining (but not the right to use or disturb the surface of the Restricted Lands or cause subsidence of the surface of the Restricted Lands) during and following the mining process, except as provided in Article II or III of the Deed, and to do such other things below the surface of the Restricted Lands necessary to investigate, produce, save, take care of, treat, and transport said Minerals and water. Grantee may use the subsurface of the Restricted Lands for the purposes set forth in this section with respect to Minerals found or located in, under and that may be produced from the Restricted Lands and Minerals found or located in, under and that may be produced from other lands owned by Grantee, or owned by others and leased to Grantee, within or immediately surrounding the Restricted Lands. Further, the Mining Rights granted to Grantee include the right to enter upon the surface of the Restricted Lands with the permission of the Grantor, which permission shall not be unreasonably withheld or delayed, for the purpose of conducting boundary surveys on the Restricted Lands and to make subsurface surveys in connection with development of Minerals. In addition to the foregoing rights, the rights provided under this section are intended to be the customary mining rights at law of a mineral owner to use the subsurface, but not the surface, of the Restricted Lands to explore for, develop, extract, remove, and transport the minerals owned by the mineral owner under the Restricted Lands. Grantee shall have the free non-exclusive use of water from the Restricted Lands, except water from Grantor's water wells, for all operations for the development, exploration, extraction or removal of the Minerals pursuant to this Agreement. Grantee shall further have the right to extract non-mineral substances incident to the development, exploration, extraction, and removal of Minerals from the Restricted Lands. Grantee shall also have (i) the exclusive right to utilize the void and/or pore spaces in the sub-surface strata of the Restricted Lands for the storage of Minerals and non-mineral substances, and (ii) the exclusive right to utilize the subsurface of the Restricted Lands for recovery of Minerals on or off of the Restricted Lands, including without limitation a well drilled directionally across the Restricted Lands to recover Minerals under other lands.

3.     **Exceptions.**     The following uses are allowed notwithstanding the further restrictions set forth in Section 2 of this Agreement: (i) any use of the surface or subsurface where such use at a specific site or sites was commenced prior to the Further Restriction of Real Estate Date; (ii) any surface facilities existing as of the Further Restriction of Real Estate Date may be maintained, replaced, upgraded and the use thereof continued, and Grantee shall have the right of ingress and egress for such purpose; and (iii) use of the surface and/or subsurface as permitted by Sections 1.19.4.1, 1.19.4.2 and 1.19.4.3.

4.     **Stone and Clay.**     By that certain *Special Warranty Deed to Minerals* Deed dated effective as of February 26, 2004 (the "Effective Date"), recorded in Instrument No. 20040323000148570 in the Probate Office of Shelby County, Alabama (the "Deed"), Grantor has granted, bargained, sold, and conveyed to Grantee all of Grantor's interest in Minerals, as that term is defined in the Deed, which definition includes the words "stone" and "clay". From and after the Further Restriction of Real Estate Date, Grantee hereby further agrees that Grantor shall have the right to use for re-contouring operations such stone and clay as may exist on the Restricted Lands in connection with real estate development on the Restricted Lands without compensation to Grantee for such use.



GRANTOR:

VALLEY CREEK LAND & TIMBER, LLC

By: [Signature]

Name: William J. Vandevender Jr.

Its: Operations Manager

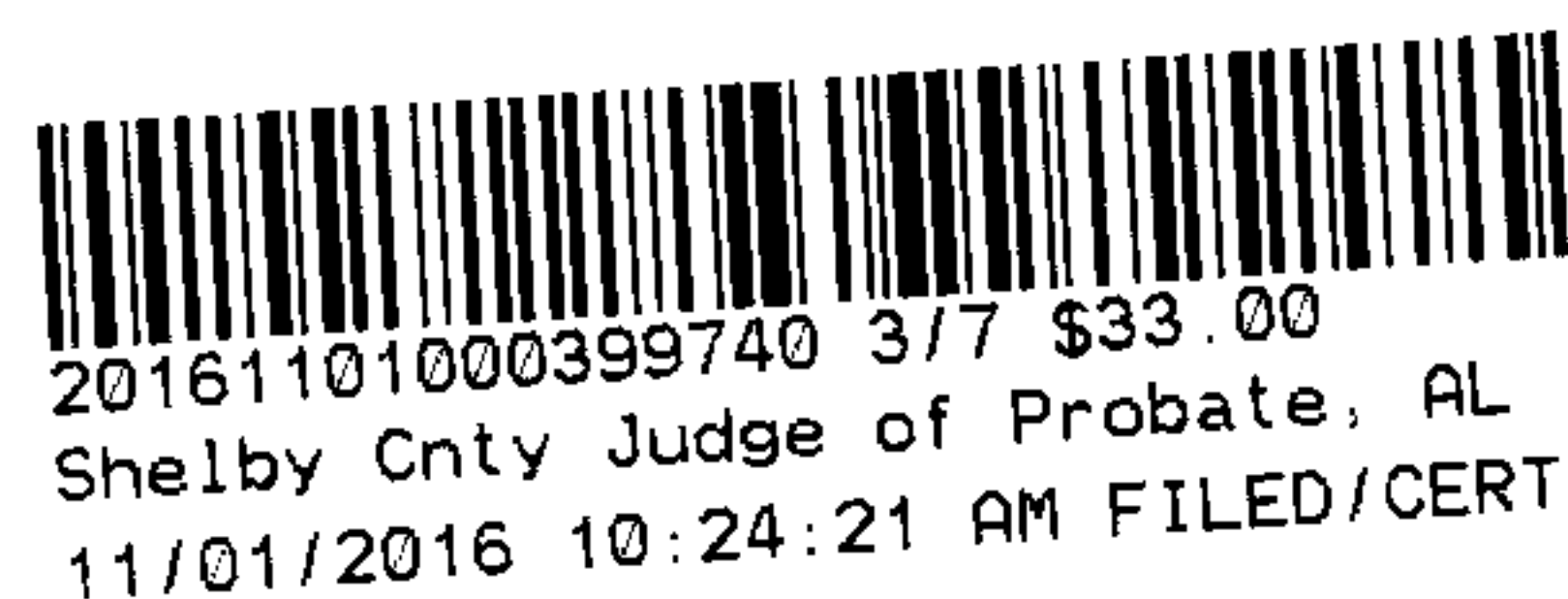
STATE OF MISSISSIPPI     )  
COUNTY OF HINDS         )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William J. Vandevender Jr., whose name as Operations Mgr. of **Valley Creek Land & Timber, LLC**, a Mississippi limited liability company, 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 limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 2<sup>nd</sup> day of September, 2016.

[Signature]  
Notary Public

My Commission Expires: 6.20.20

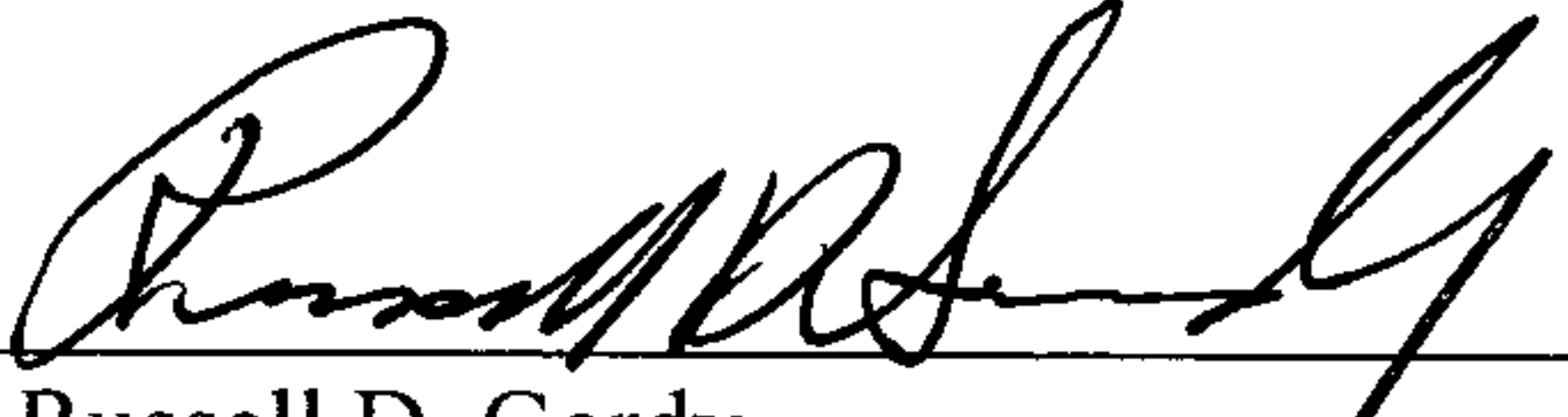




**GRANTEE:**

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

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

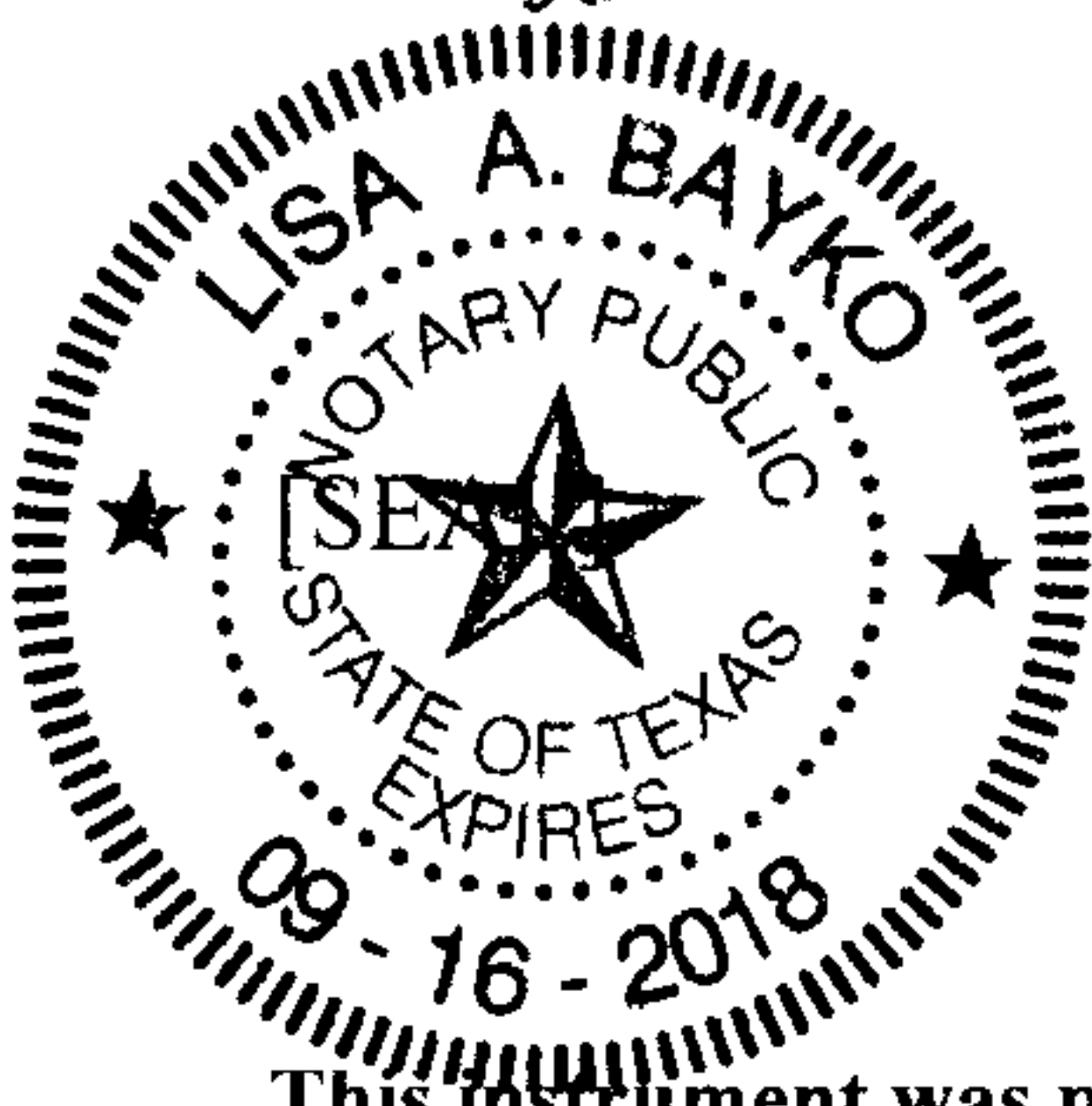
By:   
Russell D. Gordy

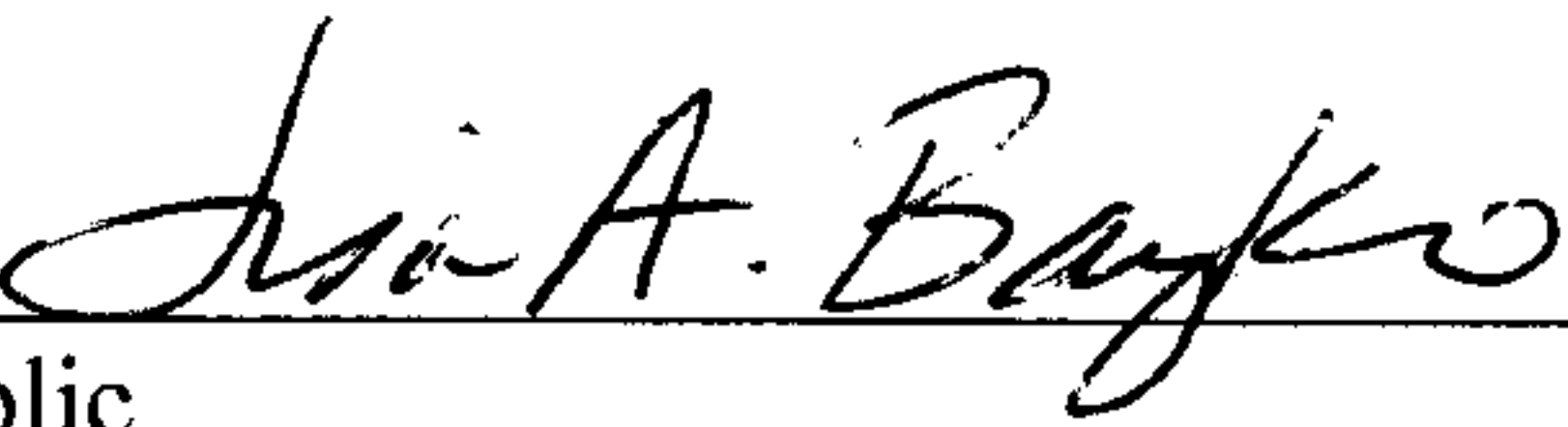
Its: President

**STATE OF TEXAS                    )**  
**COUNTY OF HARRIS            )**

I, the undersigned, 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 27<sup>th</sup> day of September, 2016. *JB*



  
Notary Public

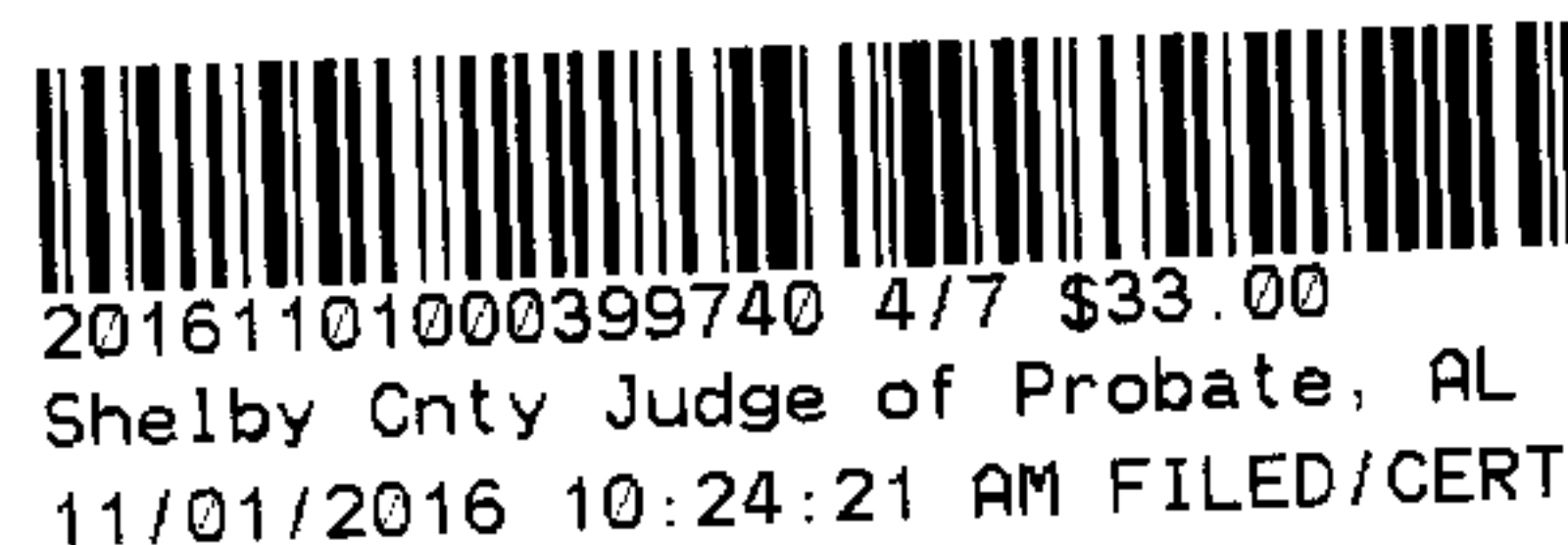
My Commission Expires: 9/16/2018

**This instrument was prepared by:**

Michael M. Partain, Esq.  
Michael M. Partain, LLC  
The Kress Building  
301 Nineteenth North, Suite 501  
Birmingham, Alabama 35203

**Upon recording return to:**

Valley Creek Land & Timber, LLC  
1300 Meadowbrook Road  
Suite 202  
Jackson, Mississippi 39211  
Attention: William J. Van Devender, Jr.



## **EXHIBIT A**


### **Legal Description of the Restricted Lands**

The following described tract of land in Section 7, Township 21 South, Range 4 West:

The West half of the South-West quarter; that part of the South-East quarter of the South-West quarter lying South of the center line of Turner Road/Shelby County Road #13; that part of the West half of the South-East quarter lying South of the center line of Shelby County Road #13 and lying West of River Road

The following described tract of land in Section 12, Township 21 South, Range 5 West:


The East half of the South-East quarter

  
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## **EXHIBIT B**

### **Maps of the Restricted Lands**

**(see attachment)**

  
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