(\$.55 Federal Stamps Canclled on this Instrument) EASEMENT

STATE OF ALAB. MA

COUNTY OF SHELBY

THIS AGREEMENT, enetered into this 3rd day of August 1942, between Louisville and Nashville
Railroad Company a corporation organized under the laws of the Etate of Kentucky, hereinafter for
convenience called "Grantor" party of the first part, and PLANTATION PIPE LINE COMPANY, a corporation organized
under the laws of the State of Delaware, hereinafter for convenience called "Grantee", party of the second,
part,

WITNESSET H:

WHEREAS, Grantor has heretofore, by informal letter agreement dated October 4, 1941, given unto Grantee, a permissive easement for the purpose of constructing, maintaining, operating, altering, repairing, removing, changing the sixe of and replacing a pipe line or lines, for the purposes and upon the terms set forth therein, and

WHEREAS, it was provided in said letter among other things, that upon the completion of Grantee's initial pipe line, and upon the completion of an engineer's survey thereof, the actual acreage embraced within the confined of the easement or right of way herein fter granted would be determined, and the sum of money to be paid by Grantee to Grantor as consideration for the execution and delivery of this instrument would be computed at the rate of One Hundred Dollars (\$100.00) per acre upon the lands included in said right ofway and would be paid in cash upon the execution and deliverytoffthis definitive instrument, and,

whereas, Grantee's initial pipe line has been constructed, and Grantee's engineers have surveyed said pipe line, and the acreage embraced within the confines of the easement or right of way hereinafter conveyed has been computed, and it has been ascertained that there is due and owing to Grantee, as consideration for the execution and delivery of this instrument of conveyance, the sum which is hereinafter recited as the cash consideration for the execution and delivery hereof, and said sum has been paid by Grantee to Grantors prior to or contemporaneously with the execution and delivery hereof.

NOW, THEREFORE, in consideration of the premises, and of the mutual covenants of the parties hereto, and in further consideration of the sum of Ninety-five and no/100 Dollars (\$95.00) cash in hand paid to Grantor by Grantee, the receipt whereof is hereby acknowledged, Grantor, the extent of the ownership of Grantor in the hereinafter described lands, does hereby grant, bargain, sell and convey unto Grantee a right of way and easement for the purpose of constructing, maintaining, operating, altering, repairing, removing, changing the size of, and replacing appipe line, not to exceed fourteen inches (14") in diameter, for the transportation as a commong carrier for hire of oil, crude petroleum and refined petroleum products or combinations thereof or similar thereto, natural and artificial gas, casinghead and natrual gasoline, and any other liquids or gases, the said right of way and easement to be thrity (30) feet in width, being fifteen (15) feet inwidth on either side of the center line of the Grantee's initial pipe line as the same is now located and constructed over and across the following lands of the Grantor situated in the Couty of Shelby Alabama, viz:

The northeast quarter of Southwest quarter (NEL of SWL) Section Three (3) Township Twenty

(20) South, Range Three (3) West.

The approximate location of the center line of said initial pipe line of the Grantee, as now located and constructed and of the right of way hereby granted in connection therewith, as the same exist across the said lands of the Granto, is shown in detail on the map attached hereto, marked Exhibit "A" and which is made a part hereof.

Grantor, for the same consideration hereinabove expressed, and which has been paid by Grantee to Grantor, does hereby grant, bargain, sell and convey, subject to all of the terms and privisions hereof, unto Grantee, the right, hereafter and from time to time, to construct, maintain, operate, alter, repair, remove, change, the size of and replace within the confines of said easement or right of way an additional pipe line or lines, the same to be used for the same purposes as said initial pipe line her inabove referred to, and each such additional pipe line or lines not to exceed in capacity said initial pipe line, upon the

the condition, however, that said additional pipe line or lines shall be construed adjacent to, and at a distance not to exceed ten (10) feet from the center line of said initial pipe line.

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns, for ever.

- (1) Grantor, for the aforesaid considerations, hereby further grants, and conveyed unto Grantee, such rights or ingress and egress over Grantor's lands as may be necessary for the construction, operation maintenance and memoval of said pipe lines upon said land; Grantor may at any time in the future define the routes of such ingress and egress, provided such routes shall provide reasonable access to said pipe lines.
- (2) The rights herein granted shall not be construed to be superior to presently existing: (1) rights of way for railroad tracks; (2) rights of way for electric power transmission lines; (3) rights of way for telephone and telegraph lines; (4) rights of way for pipe lines; (5) rights of way for public road; (6) private roads.
- (3) The grantor shall not be held liable for any claims for damage which may accrue con account of the onstruction, operation or maintenance of said pipe lines on the land of Grantor; Grantor shall not be liable on account of damage to said pipe lines accuring from past or future maining or removal of coal, iron ore or other minerals contained in the aforesaid land or from failure to leave adequate support for the surface of said land, but hereafter will give reasonable notice to Grantee of any unusual operation likely to endanger its lines; and Grantee shall indemnify, protect and save harmless Grantor from all loss, damage, cost or expense which Grantor may sustain on account of the construction, operation, maintenance or removal of said pipe lines upon said land and on account of claims for damage by others by reason of the construction, operation, maintenance or removal by Grantee of said pi pe lines upon said lands.
- (4) If, in the judgment of Grantor, it should ever be necessary or desirable to lower or raise said pipe lines on account of the construction of railroad tracks, erection of structures or installation of improvements of any character whatsoever by Grantor, or under its authority, Grantee shall its expense make such changes in elevation of said pipe lines as may be desired by Grantor within thrity (30) days after receipt by Grantee of written notice from Grantor of the desire for such changes in elevation.
- (5) Grantee shall have the right to trim and/ or cut such trees as may interfere with the installation of any additional lines hereafter constructed by it or endanger the safety or proper maintenance of any of its pipe lines; grantee shall, however, pay Grantor for the reasonable timber market value of all trees cut, injured or destroyed in the construction of any such additional lines or in the maintenance of any of the lines which Grantee is given the right to construct hereunder and which are located more than fifteen feet (151) from the center of said pipe line referred to in Section (1) hereof.
- (6) Grantor shall have the right at any and all times to use in its mining, quarrying or manufacturing operations the land over which said pipe lines are located and Grantor shall also have the right to install, maintain and use tracks, roads, pipe lines, haulage systems and wires or cables of any description across said pipe lines; Grantor shall have the right fo grant to others the right to install, maintain and use tracks, roads, pipe lines, haulage systems and wires or cables of any description across said pipe lines; upon condition, however, (1) that the exercise of any of said rights by Grantor shall cause no unreasonable interference with said pipe lines of Grantee, and the rights granted to others shall not be superior of the rights granted to Gratnee, and (2) that the character of installation of the above mentioned crossings shall be in accordance with the reasonable requirements of Grantee.
- (7) Grantee shall at its expense upon completion of installation of any additional lines hereafter constructed and in the maintenance, operation and removal of all its said lines cause the destruction or removal from the land of Grantor of all debris, including timber refuse, resulting from such installation, operation, maintenance or removal; and the surface of the land occupied by said pipe lines shall at all times be maintened by Grantee in a condition satisfactory to Grantor, or in default thereof for a period of sixty (60) days after written notice has been served by Grantor upon Grantee so to do, Grantor may itself remove or destroy said debris and restore the surface of said land, but at the expense of Grantee.
 - (8) Should the pipe lines or any portion thereof constructed, operated and maintained by Grantee

in the location herein described, hereafter interfere with the mining, quarrying or manufacturing operations of Grantor, or future subdivisions laid out by Grantor or any of its present or future subsidiary or associated companies, then upon written request by Grantor so to do Grantee shall within minty days (90) days remove its pipe lines from said location to other location; provided (1) that Grantor shall first convey to Grantee the equivalent rights in such other locations as are conveyed to Grantee hereunder; and (2) that Grantee shall not be required to remove and relocate its said pipe lines more than one time at its expense and when such other location or locations are furnished, the terms of such grant or grants shall not require Grantee again to remove its pipe lines except at the expense of Grantor; any new location so furnished shall not be at a greater distance than one thousand feet (1000') from either side of the center line of said pipe lines as herein described and shall be so located as to permit the construction, operation and maintenance of said pipe lines in accorance with good engineering and operating practice and in the event any portion of the new location for said pipe lines is not on lands now owned by Grantor, then before such pipe lines shall be moved Grantor shall cause to be conveyed to Grantee substantially the same rights as are conveyed hereunder for the new location of such pipe lines.

(9) In the event hereafter the construction or maintenance of any of the lines which Grantee is given the right to construct hereunder or the clearing which it may do shall cause the destruction of or injury to any growing crops, Grantee shall pay to the owner of such crops the reasonable value thereof if destroyed or the reasonable amount of damage thereto if injured.

(10) In the event Grantee violates any of the covenants, herein contained and fails for sixty (60) days after notice in writing served upon it by Grantor to comply with such coverant or covenants, Grantor shall have the right to terminate this agreement by giving the Grantee six (6) months, notice in writing of its intention so to do whereupon, at the expiration of said six (6) months, this agreement shall be deemed terminated and at an end; and Grantor may thereafter remove said pipe lines from said land should they remain thereon without right for exceeding ninety (90) days, but such removal shall beat the expense of Grantee.

(11) The rights herein granted shall revert to Grantor, its successors and assigns, in the event of abandonment of the use of said pipe lines during a continuous period of twelve (12) months time.

(12) This agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto as well as the parties themselves; and Grantor as used herein shall apply to and include its subsidiary and associated companies and the rights, privileges and easements herein shallabe subject to conveyance and/or assignment.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate the day and year

first above written.

ATTEST:

James Scott

Its Secretary

(SEAL)

S. W. Kane
Its Asst. Secretary
(SEAL)

STATE OF KENTUCKY

O.K. G.E.Z.

COUNTY OF JEFFERSON

LOUISVILLE & NASHVILLE RAILROAD COMPANY

By J. B. Hill

Its President

PLANTATION PIPE LINE COMPANY BY F. E. Warterfield, Jr. Its Vice Pres.

I, C. W. Shaft, a Notary Public in and for said County in said State, hereby certify that J. B. Hill whose name as President of Louisveille and Nashville Railroad 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 corporationl

Given under my hand and official seal, this 3rd day of August, 1942.

My commission expires May 4, 1946

C. W. Shaft Notary Public STATE OF GEORGIA COUNTY OF FULTON

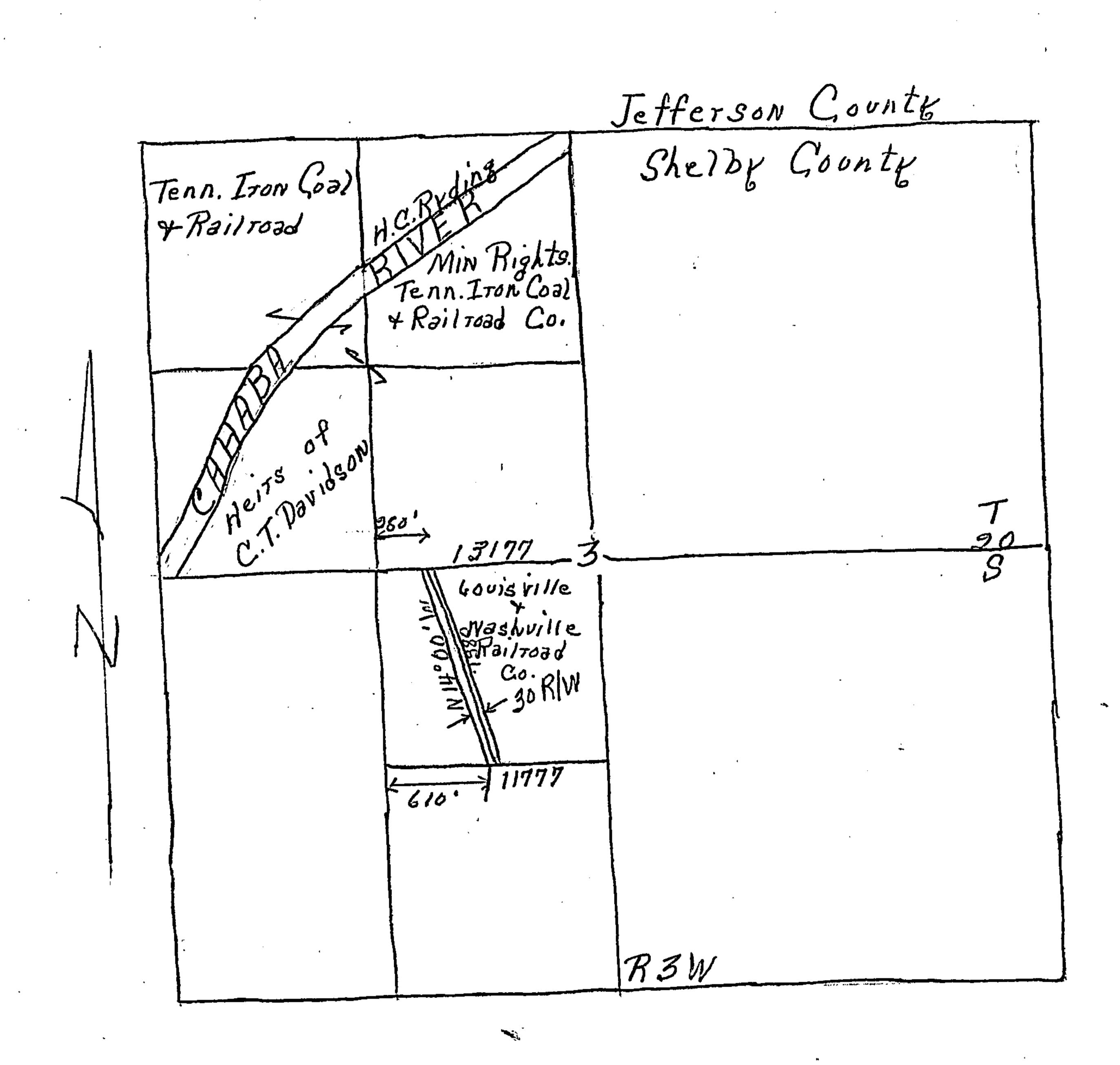
I, Roland Nelson, a Notary Public in and for said County in said State, hereby certify that

F. E. Warterfield, Jr., whose name as Vice President of Plantation Pipe Line 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 an with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 17th day of August, 1942.

Roland Nelson NOTARY PUBLIC

Notary Public, Georgia, State at Large My commission Expirs Feb. 27, 1945.



LOCATION PLAT

PLANTATION PIPE LINCE CO, PIPE LINE

DESCRIPTION

Beginning at a point 610' East of the SW Cor. of the NE¹/₄ of the SW¹/₄, Sec. 3 T 20 S R 3 W; Thence N 14⁰00' W for a distance of 1380' to a point which is 280' East of the NW cor. of the NE¹/₄ of the SW¹/₄ Sec. 3 T 20 S R E.W Shelby Courty, Ala.

Cortaining 0.95 Acres.

EXHIBIT " A "

Filed in the office of the Probate Judge the 30th day of September, 1942 at 8 o'clock A. M. and recorded in the Deed Record 113 on page 582 this the 30th day of September, 1942.

L. C. Walker,

Judge of Probate

STATE OF ALABAMA SHELBY COUNTY

has been paid on the within Instrument as required by low.

L. C. WALKER, Judge of Prodate