

AGREEMENT

STATE OF ALABAMA

COUNTY OF SHELBY

THIS AGREEMENT, entered into this 30th day of July, 1942, between The Alabama State L and Company a corporation, organized under the laws of the State of 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,

W I T N E S S E T H :

WHEREAS, Grantor has heretofore, by written instrument dated October 6th, 1941, conveyed, unto Grantee, a right of way and easement for the purpose of constructing, maintaining, operating, altering, repairing, removing, changing the size 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 instrument, 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 confines of the easement or right of way hereinafter 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 THIRTY and 00/100 Dollars (\$30.00) per acre upon the lands including in said right of way, and would be paid upon the execution and delivery of this 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 Grantor 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 Seventy Six and 20/100 Dollars, (\$76.20) cash in hand paid to Grantor by Grantee, the receipt whereof is hereby acknowledged, Grantor, to 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 a pipe line, not to exceed fourteen inches (14") in diameter, for the transportation as a common carrier for hire of oil, crude petroleum and refined petroleum products or combinations thereof or similar thereto, natural and artificial gas, casinghead and natural gasoline, and any other liquids or gases, the said right of way and easement to be thirty (30) feet in width, being fifteen (15) feet in width 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 County of Shelby Alabama, viz:

The South Half ($S\frac{1}{2}$) of Southwest Quarter ($SW\frac{1}{4}$) and the Southwest Quarter ($SW\frac{1}{4}$) of Southeast Quarter ($SE\frac{1}{4}$) all in Section One, Township Twenty-one South, Range Five West; and also Northwest Quarter ($NW\frac{1}{4}$) of Northeast Quarter ($NE\frac{1}{4}$) of Section Eleven, Township Twenty-One South, Range Five 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 Grantor, is shown in detail on the maps attached hereto, respectively marked Exhibits "A" and "B" and which are 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

457

and provisions 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 hereinabove referred to, and each such additional pipe line or lines not to exceed in capacity said initial pipe line, upon the condition, however, that said additional pipe line or lines shall be constructed 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, forever.

(1). Grantor, for the aforesaid considerations, hereby further grants and conveys unto Grantee such rights of ingress and egress over Grantor's lands as may be necessary for the construction, operation, maintenance and removal of said pipe lines upon said lands; 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 roads; (6) private roads.

(3) The Grantor shall not be held liable for any claims for damage which may accrue on account of the construction, 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 accruing from past or future mining 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 pipe lines upon said land.

(4) If, in the judgment of Grantor, it should even 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 at its expense make such changes in elevation of said pipe lines as may be desired by Grantor within thirty (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 (15') from the center line 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 to 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 other shall not be superior to the rights granted to Grantee, 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

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 maintained 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 min-^{ing} 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 ninety (90) days remove its pipe lines from said location to other locations; 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 locations or locations are furnished, the terms of such grant or grants shall not require Grantee agains 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 accordance 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 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 covenant or covenants, Grantor shall have the right to terminate this agreement by giving the Grantee six (6) months' notice in writing of its intentions 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 be at 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 shall be 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:

THE ALABAMA STAND LAND COMPANY
BY Larz A. Jones
Its President

ATTEST:

S. V. Kane
Its Asst Sec'y

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

STATE OF LOUISIANA

PARISH OF ORLEANS

I, Clarence de Lucas, a Notary Public in and for said Parish in said State, hereby

certify that Larz A. Jones, whose name as President of The Alabama State Land Company, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 6th day of August, 1942.

C. de Lucas (SEAL)
Notary Public

Notary Public, Orleans Parish, La.
My commission expires at Death,

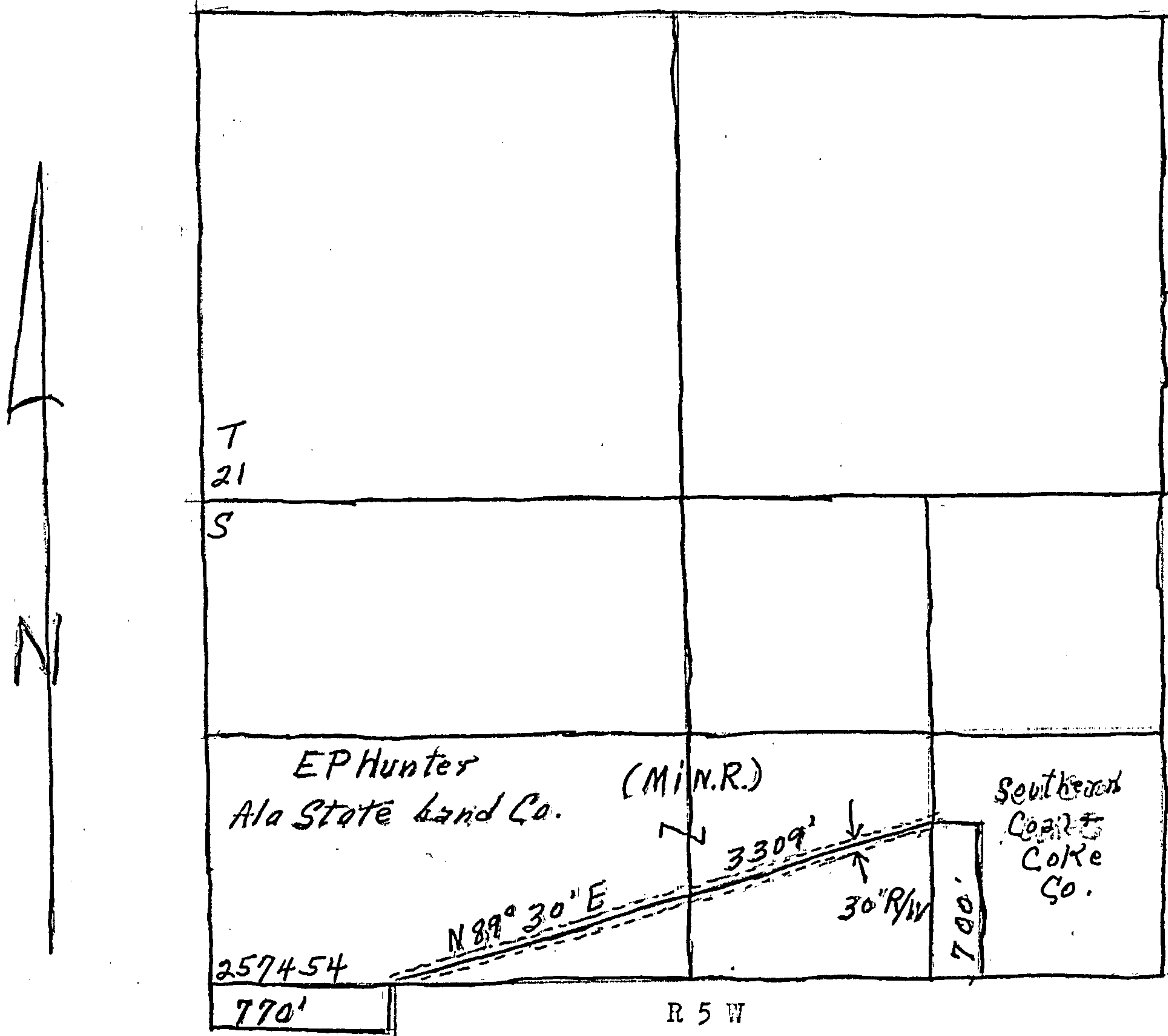
STATE OF GEORGIA
COUNTY OF FULTON

I, Roland Neeson, a Notary Public in and for said County in said State, hereby certify that F. E. Watterfield, 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 and 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 September, 1942.

Roland Neeson (SEAL)
Notary Public

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

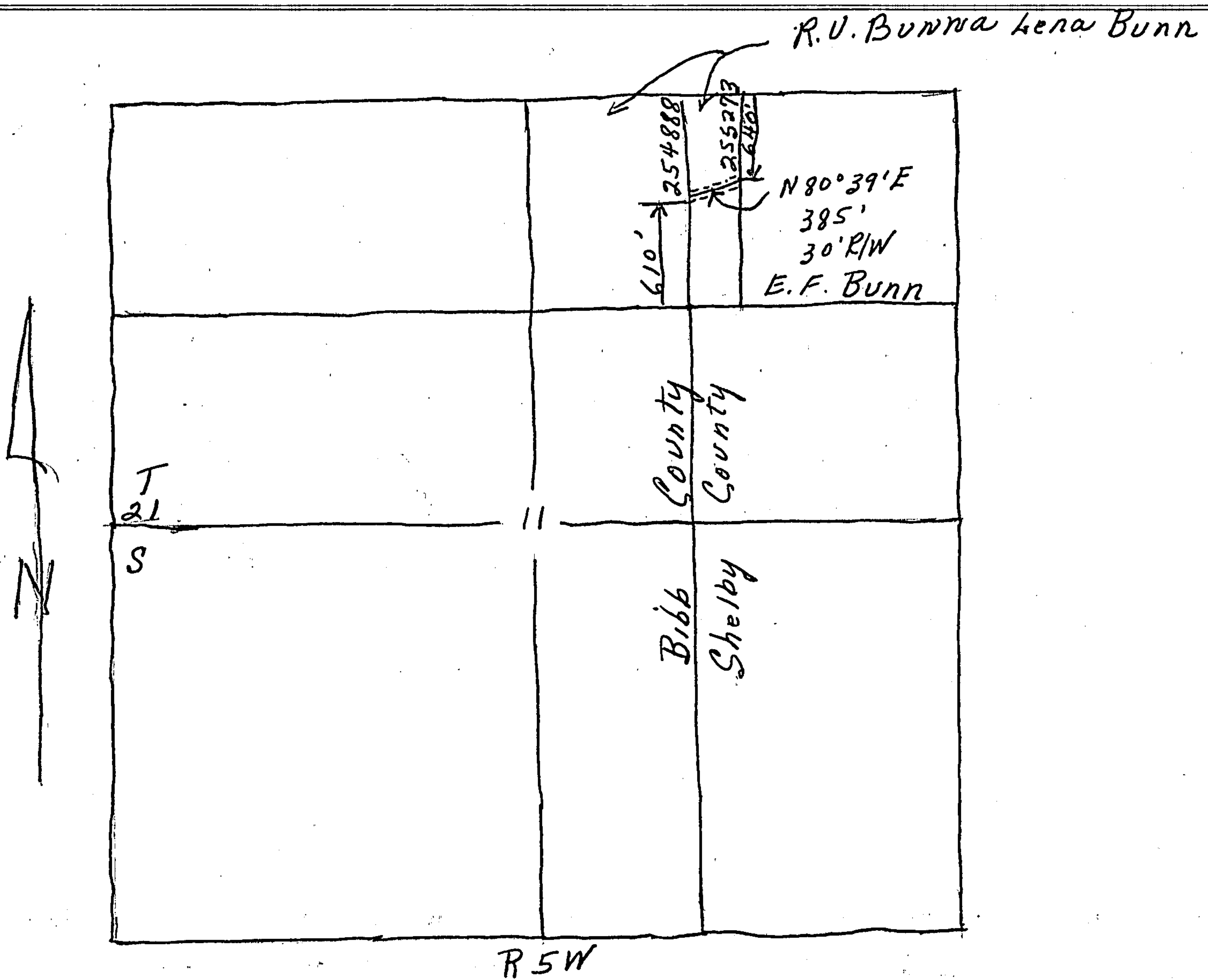


LOCATION PLAT

PLANTATION PIPE LINE CO. PIPE LINE

DESCRIPTION

Beginning at a point 770 ' East of the SW cor. of Sec. 1, T 21 S, R 5 W, thence N 89° 30' E, a distance of 3309' to a point 700' North of the SE cor. of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ Sec. 1 T 21 S, R5W, Shelby County, Ala. ~~Shelby County, Ala.~~ Containing 2.28 acres.



LOCATION PLAT
PLANTATION PIPE LINE CO. PIPE LINE

DESCRIPTION

Beginning at a point 610 ' North from the intersection of the Bibb-Shelby County Line with the South line of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ Sec 11, T 21 $\frac{S}{2}$ R 5 W., Thence N 80° 39' E for a distance of 385' to a point 640' South of the NE cor. of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ Sec. 11, T 21 S., R 5 W, Shelby County, Ala.

Containing 0.26 Acres.

EXHIBIT "B"

Filed in the office of the Probate Judge the 1st day of April, 1943 at 11 o'clock A. M. and recorded in the Deed Record 114 on page 456 on this the 1st day of April, 1943.

STATE OF ALABAMA
SHELBY COUNTY

L. C. Walker,

Judge of Probate

I hereby certify that
\$ 1502
has been paid on the
instrument as required by
law.

L. C. WALKER,
JUDGE OF PROBATE