

STATE OF ALABAMA, Shelby COUNTY.

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Nineteen and No/100 - - - - - (\$19.00) DOLLARS

to the undersigned owner(s) paid by PLANTATION PIPE LINE COMPANY, receipt of which is hereby acknowledged, the undersigned hereby grant(s), bargain(s), sell(s), convey(s) and warrant(s) to Plantation Pipe Line Company, a Delaware Corporation, its successors and assigns, a right of way and easement for the purpose of constructing, maintaining, operating, altering, repairing, removing, changing the size of and replacing pipe and appurtenances 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 Grantee to have the right to select the route, under, upon, over and through the lands situate in said State and County, more particularly described as follows: Beginning at the Section corner on the South side between Sections 21 & 22, Township 20 S., R. 3 West, thence North 89° East 55 1/4 ft. to a ditch, and with same eight lines North 21° East 506 ft., thence North 60° 30' East 188.3 ft., thence North 38° East 566.6 ft., thence North 6 degrees West 211 ft., thence North 40° East 381.3 ft., thence North 12° East 424 ft., thence North 16° 10' East 328 ft., thence North 26° East 179 ft., to the half Section line and with same South 87° West 1143 ft., to an iron stake, which point is 100 ft. West of the Section line, thence 88° West 1222 ft. to an iron post on the East side of the right of way of the Helena Road, and with same South 20° 10' East 1335 ft., thence South 87° West 87 ft. to intersection of the Helena and Montevallo road with the center of Elyton road, thence South 23° 30' West 209 ft., thence South 26° 30' East 428.9 ft., thence leaving said road South 20° 10' East 345 ft., thence South 88° 25' East 813 ft., thence South 41° 25' East 468.6 ft., thence North 89° East 66 ft. to the point of beginning, and containing 118 acres, more or less, and situated in the W 1/2 of the SW 1/4 of Section 22 and the E 1/2 of the SE 1/4 of Section 21 and in the NE corner of SW 1/4 of SE 1/4 of Section 21, Township 20 South, Range 3 West, Shelby County, Alabama.

with ingress and egress to and from said right of way.

And also the right to lay, construct, maintain, operate, alter, repair, remove and replace at any time additional line(s) of pipe adjacent to and parallel with the line above mentioned, subject to the same rights and conditions as apply to the original line, upon payment for each additional line so laid the consideration above named. It is agreed that all of said pipe lines shall be located within a strip of land thirty feet in width, the center line of which shall be the center line of the first pipe line hereafter installed by Grantee, over, upon, through, under and across said lands.

TO HAVE AND TO HOLD the said easement unto the Plantation Pipe Line Company, its successors and assigns so long as a pipe line is maintained thereon.

The undersigned Grantor(s), (his, her, their, its) successors, heirs or assigns, reserve the right to use and enjoy the said premises, except as the same may be necessary for the purposes herein granted.

The undersigned covenant to and with Grantee, its successors and assigns, that the undersigned (is, are) the owner(s) of the above described lands and (has, have) the right, title and capacity to convey the right of way and easement hereby granted.

The Grantee, by the acceptance hereof, agrees to bury the pipe line(s) so that barring a subsequent change in the amount of cover, they will not interfere with the cultivation of seasonal crops. Grantee shall pay for all damages to crops, fences and timber that may be suffered by Grantor(s) by reason of the exercise by Grantee of any of the rights and privileges hereby granted, but after the first of said pipe lines has been laid Grantee shall not be liable for damages caused by keeping said right of way clear of trees, undergrowth and other obstructions in the course of the maintenance and operation of its pipe line system and appurtenances. Said damage, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons; one to be appointed by the undersigned, (his, her, their, its) successors, heirs or assigns; one by the Grantee, its successors or assigns, and the third by the two persons aforesaid, and the award of such three persons, or any two of them, shall be final and conclusive. The Grantor(s) agree to leave such pipe line(s) undisturbed as to location and depth. It is agreed that the consideration herein stated also covers the grant of the right to Grantee of maintaining the aforesaid thirty foot strip of land clear of all trees, lakes, ponds, buildings and other structures.

It is understood and acknowledged by the undersigned that the person securing this grant is without authority to make any agreement in regard to the subject matter hereof which is not expressed herein, and that no such agreement will be binding on the Grantee.

IN WITNESS WHEREOF this instrument is signed and sealed this 24

day of May, 1956

WITNESS:

W. E. Jones

Lucille D. Wheeler

Lucille D. Wheeler (SEAL)

(SEAL)

(SEAL)

(SEAL)

Map No. D-111.14

R/W No. 233

Line Section 4-B

Draft No. 1129

Issued by W. E. Jones

STATE OF ALABAMA,

JEFFERSON COUNTY.

I, the undersigned authority, in and for said County, in said State,

hereby certify that (Mrs.) Lucille D. Wheeler (unmarried - widow)

is whose name is signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, s/he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 24 day of May, 1956

(Seal)

H. P. Saines

My commission expires January 6, 1960.

Notary Public.

(Acknowledgment by Wife)

STATE OF ALABAMA, SHELBY COUNTY

I, L. C. Walker, Judge of Probate, hereby certify that the within was filed for record the 3 day of May 1956 at 2 o'clock p.m. and recorded in Record 180 Page 192 the mortgage tax of \$2.00 has been paid.

Judge of Probate