

RIGHT OF WAY GRANT

STATE OF
ALABAMA, Shelby COUNTY.

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of

Thirty & No/100 (\$ 30.00) 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 Plan-
tation Pipe Line Company, a Delaware Corporation, its successors and assigns, a right of way and ease-
ment 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:

All that part of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 5 Township 24, Range
13 East, which lies between the right of way of State Highway #25
and the right of way of the Southern Railroad and east of the branch

(This Grant does not cover any above ground insulation)

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 in-
stalled 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 deter-
mined by three disinterested persons; one to be appointed by the undersigned, (his, her, their, its) succes-
sors, 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 30th

day of July, 19 60.

WITNESS:

B A Kelley

Elizabeth Turnoff (SEAL)
Robert A. Turnoff (SEAL)
(SEAL)
(SEAL)

Map No. R/W No. 52-X Line Section 10-B

Draft No. 2018 Issued by B A Kelley

BOOK 210 PAGE 380

STATE OF ALABAMA
SHELBY COUNTY

Whereby certify that
\$...22... Privilege Tax
has been paid on the with-
in instrument as required
by law.

CONRAD M. FOWLER
JUDGE OF PROBATE

STATE OF ALABAMA

Shelby County
Office of the Judge of Probate

I hereby certify that the within instrument
was filed in this office for record on the 22
day of July, 1960
at 6 o'clock M., and was duly recorded
in Volume 210 of Deeds at page
586, and examined.

Conrad M. Fowler
Judge of Probate.

(Acknowledgment by Individual or Husband)

STATE OF ALABAMA,

Shelby COUNTY.

I, the undersigned authority, in and for said County, in said State,
hereby certify that Elizabeth Turnbloom & Husband

B. A. Turnbloom

is whose name is are 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, they executed the same volun-
tarily on the day the same bears date.

Given under my hand and official seal, this

30th day of

July, 19

60

James G. Smith
Notary Public.

(Acknowledgment by Wife)

STATE OF ALABAMA,

COUNTY.

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

STATE OF ALABAMA, SHELBY COUNTY

I, Conrad M. Fowler, Judge of Probate, hereby certify that the within Deed was filed
for record in this office on the 22 day of July, 1960 at 6 o'clock, and
recorded in West Book 210 at page 586 on the 23 day of July, 1960.
Mortgage Tax _____ Deed Tax 50 has been paid.

Conrad M. Fowler
Judge of Probate

or threats on the part of the husband.

In Witness Whereof, I have hereunto set my hand and official seal, this _____ day of

_____, 19____.

(Seal)

Notary Public.

(Corporate Acknowledgment)

STATE OF ALABAMA,

COUNTY.

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

hereby certify that _____

whose name as President of the _____

a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on
this day that, being informed of the contents of the conveyance, he, as such officer, and with full author-
ity, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this _____ day of _____, 19____.

(Seal)

Notary Public.