

RIGHT OF WAY GRANT 5692STATE OF
ALABAMA, Shelby COUNTY.

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

Sixty & NO/100

(\$ 60.00) 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:

N 1/2 of the SE 1/4 of the NE 1/4 Section 10
Township 21-S Range 3-West.

This Easement Supplements Right of Way Grant executed
November 6, 1960, and recorded at Book 212, Page 627
Shelby County Records.

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 7

day of July, 1961.

WITNESS:

B. A. Kelley
B. A. Kelley
B. A. Kelley
B. A. Kelley

Lois Roy Bailey (SEAL)
Roy L. Bailey (SEAL)
Walter Roy Zwickher (SEAL)
Walter Zwickher (SEAL)

Map No.

R/W No.

Line Section

Draft No.

Issued by

2127-2129 16-7 10-13
2128-2130 B. A. Kelley

Given under my hand and official seal, this _____ day of _____, 19____, executed the same voluntarily for and as the act of said corporation. 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 authority, executed the same voluntarily for and as the act of said corporation.

whose name as President of the _____ hereby certify that _____ COUNTY, I, the undersigned authority, in and for said County, in said State, STATE OF ALABAMA, (Corporate Acknowledgment)

In Witness Whereof, I have hereunto set my hand and official seal, this _____ day of _____, 19____, or threats on the part of the husband. ance, acknowledged that she signed the same of her own free will and accord, without fear, constraints who, being examined separate and apart from the husband touching her signature to the within convey- known to me to be the wife of the within named _____ hereby certify that on this day came before me the within named _____

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 _____

day of _____, 1961.

WITNESS:

B. A. Kelley

B. A. Kelley

B. A. Kelley

B. A. Kelley

Madge Roy Eddings (SEAL)

M. S. Eddings (SEAL)

Mildred Roy Davis (SEAL)

Roscoe Davis (SEAL)

Map No. _____ R/W No. 115 T Line Section 10-12

Draft No. 2127-2128-2129 Issued by B. A. Kelley

BOOK 217 PAGE 243

BOOK

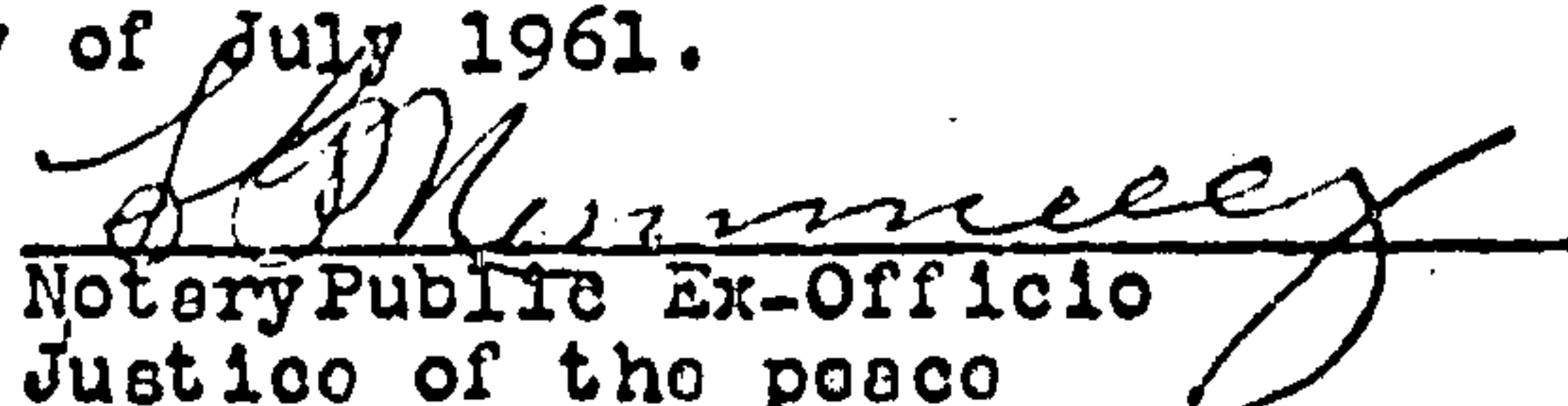
ACKNOWLEDGMENT OF HUSBAND AND WIFE'S

STATE OF ALABAMA :-

COUNTY OF SHELBY :-

I, the undersigned authority, in and for said County, in said State, here by certify that Lois Roy Bailey and husband, Roy L Bailey, Grace Roy Zuiderhock and husband Cecil Zuiderhock, Madge Roy Eddings and husband W.S. Eddings, and Mildred Roy Davis and husband Roscoe Davis, whose name are signed to the foregoing Right of way grant of the N 1/2 of the SE 1/4 of the NE 1/4 Section 10 Township 21-S Range 3 West, and who are known to me; acknowledged before me on the date July the 7th 1961. being informed that it was for a correction where the wives had not signed being examined separated and apart from the husband touching her signature to the with in Right of way grant, they have executed the same voluntarily on this the 7th day of July 1961 at the hour of 8 P.M.

Subscribed before me this the 7th day of July 1961.


Notary Public Ex-Officio
Justice of the peace

My commission expires 1/14/63

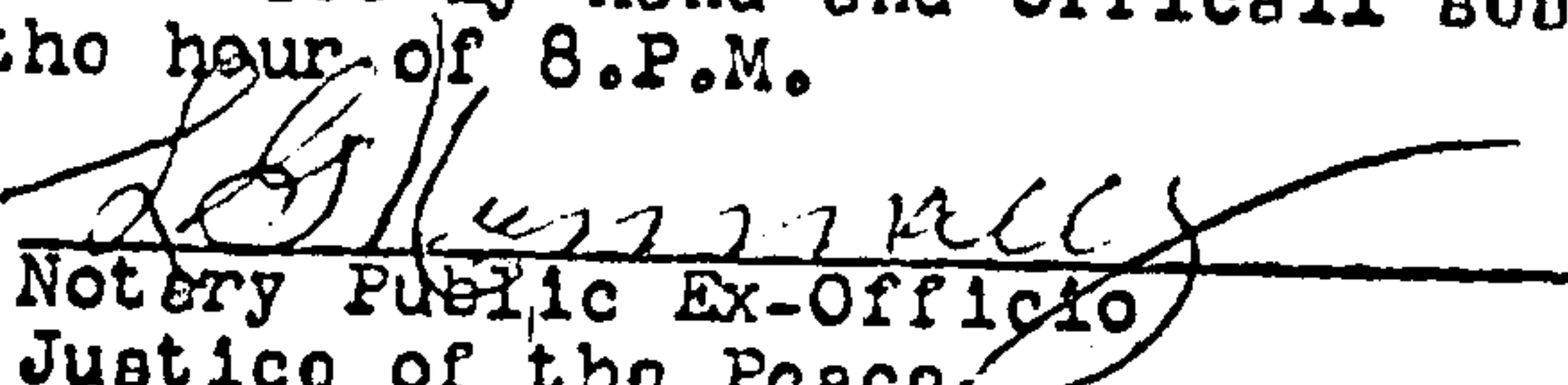
ACKNOWLEDGMENT OF WIFE'S)

STATE OF ALABAMA :-

COUNTY OF SHELBY :-

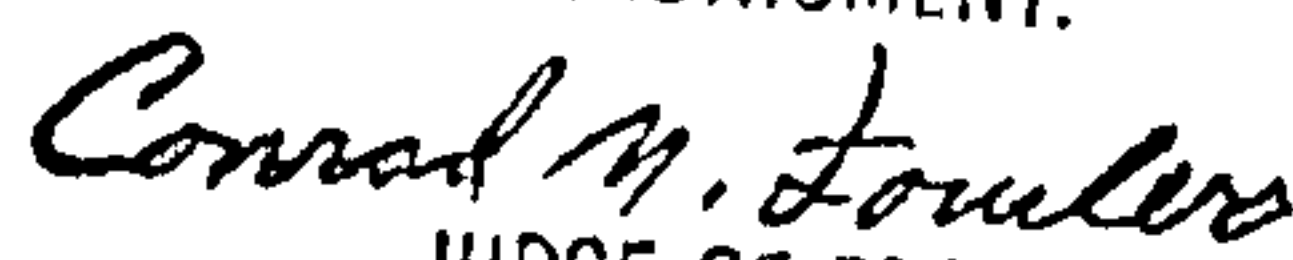
I the undersigned authority, in and for the said County, in said State, hereby certify that the wife's of the foregoing husbands on this the 7th day of July 1961, known to me for several years and knowing them to be the wives of the foregoing husbands the with named Lois Roy Bailey, Grace Roy Zuiderhock, Madge Roy Eddings, and Mildred Roy Davis, being examined separately and apart from the husband's touching their signature's to the Right of Way Grant, that they signed the same of their own free will and accord, without fear, constraints or threats on the part of their husband's.

In witness Whereof, I have hereunto set my hand and official seal. this the 7th day of July 1961. at the hour of 8 P.M.


Notary Public Ex-Officio
Justice of the Peace.

My commission expires 1/14/63

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 9-13-61
RECORDED & \$..... MTG. TAX
& \$..... DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.


JUDGE OF PROBATE