

RIGHT OF WAY EASEMENT

FOR AND IN CONSIDERATION OF EIGHTY-TWO DOLLARS
(\$82.00) DOLLARS, the receipt of which is hereby acknowl-
edged, PLANTATION PIPE LINE COMPANY, a Delaware corporation,
hereinafter referred to as Grantor, does hereby grant and convey
without warranty unto COLONIAL PIPELINE COMPANY, a Delaware
corporation, its successors and assigns, hereinafter referred
to as Grantee, an easement for a pipe line right of way with the
right to construct, maintain, inspect, operate, protect, repair,
replace, change the size of, and remove one line of 16-inch pipe-
line and flanged gate valve for the transportation of liquids
and/or gases, and delivery thereof into Grantor's pipe line system;
on, over, and through the following described lands situated in
Shelby County, Alabama, to wit:

115 acres, more or less, described in deed from Standard Oil Company (Kentucky), dated January 13, 1912, of record in Deed Book 113, Page 48, Shelby County, Alabama, Judge of Probate records;

together with the right of access to said pipeline and the right of ingress and egress on, over, and through the above-described land for any and all purposes necessary and incident to the exercise by said Grantee of the rights granted hereunder; and together with the right to connect said line to Grantor's receiving header.

IT IS SPECIFICALLY PROVIDED that the pipe line and connection with Grantor's system shall be installed as shown on the drawing of Grantee, No. RW-406-3, dated March 7, 1963, copy of which is attached hereto and made a part hereof.

Grantor, its successors and assigns, reserves the right to cross the pipe line herein authorized with streets, roadways, pipe lines, railroad tracks, and other facilities in the development of the property by Grantor or its successors and assigns. Grantee, at its expense, agrees to install casing, and raise or lower its pipe line or relocate as may be necessary in order to accommodate the said development.

Grantee shall reimburse, indemnify, defend and hold harmless Grantor from and against any and all liability, damage, cost or expense, including court costs and attorney fees, which may accrue or be sustained by it on account of any injury or death, to any person whomsoever, or damage to property resulting directly or indirectly from said installation, maintenance, operation, repair, replacement, and/or removal, except, such right of reimbursement and indemnification provided for herein shall not apply if any such damage, injury or death is caused by the sole negligence of Grantor, its agents or employees.

Grantor shall have the right to use and enjoy the above-described land except as the same may be necessary for the purposes herein granted to Grantee.

In addition to the above consideration, Grantee agrees to repair or to pay for any damage caused by Grantee exercising any rights herein granted.

The rights herein granted may not be assigned in whole or in part without the written consent of Grantor.

TO HAVE AND TO HOLD the said easement unto the Grantee, its successors and assigns, so long as this easement and servitude is used, operated and maintained for the purposes aforesaid, provided this indenture shall terminate and said easement and right of way shall be extinguished ipso facto, upon abandonment, for failure to use for a period of six (6) consecutive months or removal of said pipe line by Grantee or its designees, whichever occurs sooner.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 30th day of April, 1963.

ATTEST: (For Grantor)

PLANTATION PIPE LINE COMPANY

W. B. Mackenzie Sec'y-Treas.

By J. A. Hatfield Vice President -
Operations

ATTEST: (For Grantee)

COLONIAL PIPELINE COMPANY

L. P. HUMANN ASSISTANT SECRETARY

By K. T. Feldman
EXECUTIVE VICE PRESIDENT Title
K. T. FELDMAN

ACKNOWLEDGMENTS

STATE OF GEORGIA
COUNTY OF FULTON

I, the undersigned authority, in and for said County, in said State, hereby certify that J. A. Hatfield, whose name as Vice President-Operations of Plantation Pipe Line Company, 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.

Given under my hand and official seal, this 4 day of April, 1963.

Notary Public, Georgia State at Large
My Commission Expires Dec. 18, 1967

Thomas M. Niblack
Thomas M. Niblack, Notary Public

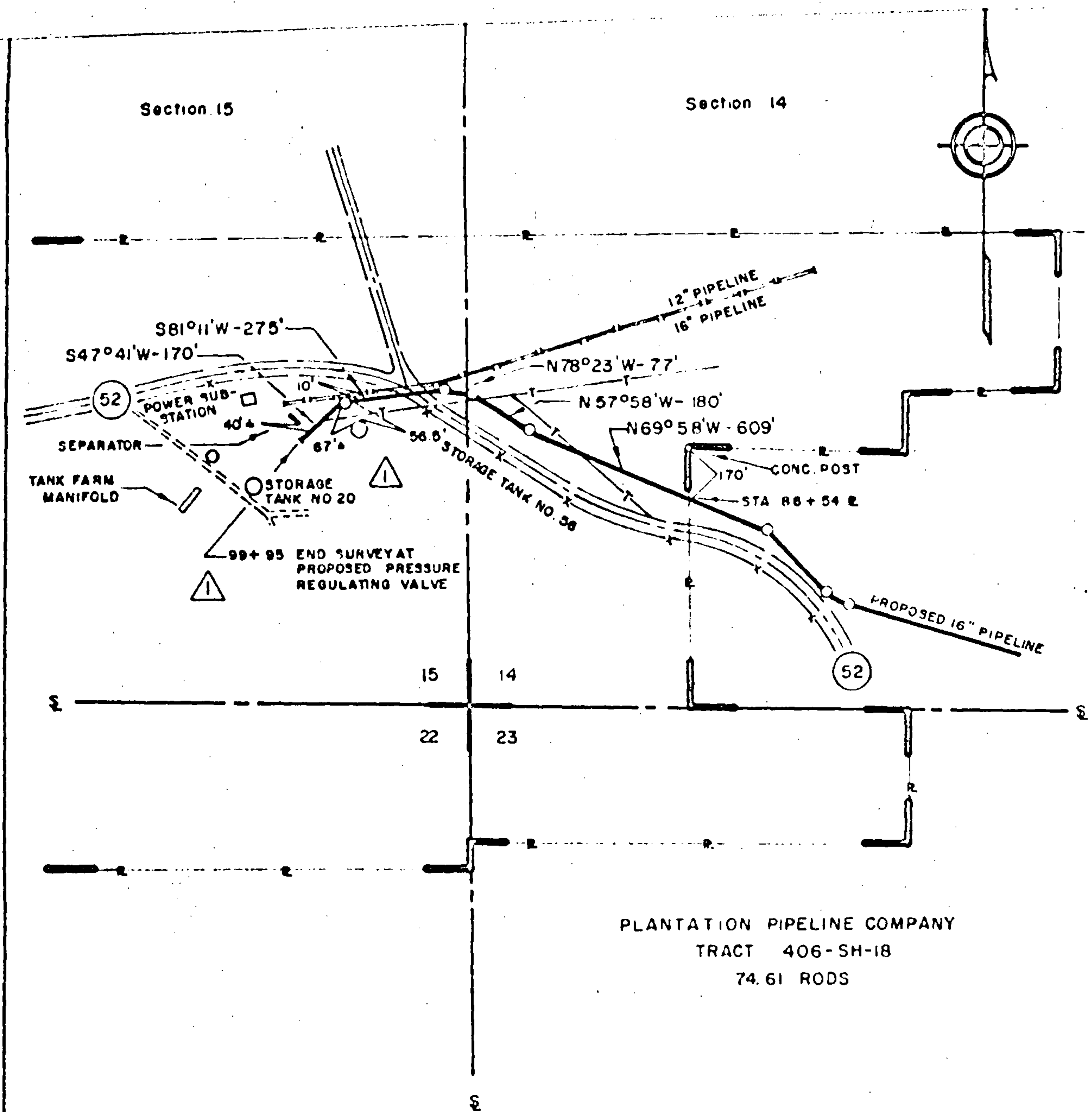
STATE OF GEORGIA
COUNTY OF FULTON

I, the undersigned authority, in and for said County, in said State, hereby certify that K. T. FELDMAN, whose name as EXECUTIVE VICE PRESIDENT of Colonial Pipeline Company, 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.

Given under my hand and official seal, this 30th day of April, 1963.

Charles L. Graham
Notary Public, Georgia State at Large
My Commission Expires Dec. 31, 1963

BOOK 225 PAGE 374



△			COLONIAL PIPELINE COMPANY ATLANTA GEORGIA LOCATION OF RIGHT OF WAY ACROSS PROPERTY OF PLANTATION PIPELINE COMPANY TRACT N° 406-SH-18 SEC. 14 & 15, T-20S, R-3W SHELBY COUNTY, ALABAMA	DRAWN D R H NOTES P-105 SCALE 1"=400' DATE 3-7-63 CHECKED JWB RW-406-3
△				
△				
△				
△				
△	LINE CHANGE	4-26-63		
	REVISION	DATE		

STATE OF ALA. SHELBY CO.
 I CERTIFY THIS INSTRUMENT
 WAS FILED ON
 5/18/63
 RECORDED & SHELBY CO. TAX
 & SHELBY CO. TAX HAS BEEN
 PD. ON THIS INSTRUMENT.

Conrad M. ...
 JUDGE OF PROBATE