

## RIGHT OF WAY GRANT

STATE OF  
ALABAMA, SHELBY COUNTY.

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

Two Hundred Forty-three and 60/100-----(\$ 243.60 ) 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-  
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:

The East One-half of the Southeast Quarter of the Southeast Quarter of the South-  
east Quarter (E $\frac{1}{2}$  SE $\frac{1}{2}$  SE $\frac{1}{2}$  SE $\frac{1}{2}$ ) of Section 16, Township 20 South, Range 2 West, Shelby  
County, Alabama, AND,  
The South One-half of the Southwest Quarter of the Southwest Quarter (S $\frac{1}{2}$  SW $\frac{1}{2}$  SW $\frac{1}{2}$ )  
of Section 15, Township 20 South, Range 2 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  
-50- 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) succe-  
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  
-50- 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 31day of October, 19 68.

WITNESS:

Medred Mossess  
Ch Webb

COOSA RIVER NEWSPRINT DIVISION  
KIMBERLY-CLARK CORPORATIONBy: F.G. Comer, Jr. (SEAL)

F.G. Comer, Jr. (SEAL)

Woodlands Manager (SEAL)

(SEAL)

Map No. D-112.2 R/W No. 251.1-252.1 Line Section 5-ADraft No. \_\_\_\_\_ Issued by W.T. Cooper, Jr.

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Plantation Pipeline Co.  
229 So Quintard Ave.  
Anniston, Ala. 36201

STATE OF ALABAMA

County

Office of the Judge of Probate

I hereby certify that the within instrument  
was filed in this office for record on the \_\_\_\_\_  
day of \_\_\_\_\_, 19\_\_\_\_  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and was duly recorded  
in Volume \_\_\_\_\_ of Deeds at page \_\_\_\_\_,  
and examined.

Judge of Probate.

1.45 Rec. fee  
-50 tax  
1.95 pd

(Acknowledgment by Individual or Husband)

STATE OF ALABAMA,

\_\_\_\_\_ COUNTY.

I, the undersigned authority, in and for said County, in said State,  
hereby certify that \_\_\_\_\_

\_\_\_\_\_ is \_\_\_\_\_  
whose name \_\_\_\_\_ 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, \_\_\_\_\_ he \_\_\_\_\_ executed the same volun-  
tarily on the day the same bears date.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_

(Seal)

STATE OF ALA. SUPPLY CO.  
150-100-14-1017  
12-1-77  
U.C.C. FILE NO. 88-03 OR  
SEC. BK. & PAGE AS SHOWN ABOVE  
Notary Public  
JUDGE OF PROBATE

(Acknowledgment by Wife)

STATE OF ALABAMA,

\_\_\_\_\_ COUNTY.

I, the undersigned authority, in and for said County, in said State,  
hereby certify that on this day came before me the within named \_\_\_\_\_

known to me to be the wife of the within named \_\_\_\_\_  
who, being examined separate and apart from the husband touching her signature to the within convey-  
ance, acknowledged that she signed the same of her own free will and accord, without fear, constraints  
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,

\_\_\_\_\_ TALLADEGA COUNTY.

I, the undersigned authority, in and for said County, in said State,  
hereby certify that F.G. Comer, Jr.

whose name as President of Woodlands Manager of the Coosa River Newsprint Division,  
Kimberly-Clark 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 authoriza-  
tion, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 31 day of October, 1968

(Seal)

Melvin Thomas  
Notary Public

Notary Public, State of Alabama  
My Commission Expires May 17, 1972

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