

STATE OF ALABAMA
COUNTY OF SHELBY


19740708000033350 1/4 \$.00
Shelby Cnty Judge of Probate, AL
07/08/1974 12:00:00 AM FILED/CERT

6787

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of One Thousand and No/100 (\$1,000.00) Dollars to the undersigned owner(s) (GRANTOR) paid by PLANTATION PIPE LINE COMPANY (GRANTEE), 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 and Virginia corporation, its successors and assigns, a right of way and easement for the purpose of constructing, maintaining, operating, altering, protecting, repairing, removing, identifying, changing the size of and replacing pipe and appurtenances, including valves, parkers and rectifiers 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, gases or solids, 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:

NW 1/4 of SE 1/4 of Section 28, Township 19 South, Range 1 East.
This grant is secured to provide new right of way to accommodate the relocation of Plantation Pipe Line Company's 12", 18" and 30" pipelines necessitated by the construction of Alabama Highway Project F-214(20)22.

and also any other lands owned or claimed by said Grantor adjacent to the lands particularly described above, together with the right of ingress and egress and unimpaired access over and across the above described lands and adjacent lands of the Grantor for all purposes incident to said right of way and easement and the right of division or assignment in whole or in part of all rights herein granted.

And also the right to lay, construct, maintain, operate, alter, protect, repair, remove, identify, 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 or pro rata part thereof based upon the roddage crossed of ownership then existing. It is agreed that all of said pipelines shall be located within a strip of land fifty feet in width, the centerline of which * unless otherwise specified shall be the centerline of the first pipeline hereafter installed by Grantee over, upon, through, under and across said lands. The parties agree and confirm that Grantee may use such area contiguous to the aforesaid fifty foot strip as may be reasonably necessary in the exercise of its easement rights. *as specified by cross hatching on Plantation

drawing D-AT-146-0 dated 5/15/74, a copy of which is attached hereto.
TO HAVE AND TO HOLD the said easement unto the Plantation Pipe Line Company, its successors and assigns, so long as a pipeline 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 Grantor herein acknowledges the payment of an additional valuable consideration to Grantor as advance payment in full for all claims and demands which Grantor (his, their) heirs at law, personal representatives, assigns, and assigns in title, shall have or claim for damages of every kind or character to crops, land, fences, timber or other property of Grantor on account of the future laying and construction of Grantee's first additional pipeline to be constructed after the execution and delivery of this instrument in, under, and upon the property hereinabove described. By written instrument of even date herewith, Grantor has released and discharged Grantee from all such damages and Grantee is hereby granted and conveyed full rights to exercise its rights herein granted to install and construct such first additional pipeline without the payment of further damages therefor in accordance with the terms of said written instrument releasing Grantee from such damages. Grantee agrees to repair or pay for any actual damage which may be done to crops, fences and timber directly caused by Grantee exercising any rights herein granted, except such damages caused by the laying and construction of such first additional pipeline; provided, however, that after the execution and delivery of this instrument, Grantee shall have the right, without payment of damages, to keep the said fifty foot right of way clear of trees, undergrowth, lakes, ponds, buildings, paving placed over and along any of Grantee's pipelines, structures and other improvements unless authorized by Grantee.

Delay of Grantee in locating or determining the right of way herein conveyed, or in the user of any other right or easement hereby granted, or in the laying or installing any line or additional lines in or along said rights of way, shall not result in the loss, limitation, or abandonment of any of the right, title, interest, easement or estate hereby granted. The Grantee, by the acceptance hereof, agrees to bury the pipeline(s) so that barring a subsequent change in the amount of cover, they will not interfere with the cultivation of seasonal crops. The Grantor(s) agree(s) to leave such pipeline(s) undisturbed as to location and depth.

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.

The terms and provisions hereof shall inure and be binding upon the parties hereto, their respective heirs, successors or assigns.

IN WITNESS WHEREOF, this instrument is executed, signed and sealed by the undersigned.
this 5th day of July, 1974.

WITNESSES:

Henry E. Minchett

Leon Archer (SEAL)
Leon Archer (SEAL)
Ruth G. Archer (SEAL)

BOOK 287 PAGE 691



19740708000033350 2/4 \$.00
 Shelby Cnty Judge of Probate, AL
 07/08/1974 12:00:00 AM FILED/CERT

Judge of Probate.

I hereby certify that the within instru-
 ment was filed in this office for record
 the _____ day of _____, 19____,
 o'clock _____ M., and was duly
 recorded in Volume _____ of Deeds at
 page _____, and examined.

STATE OF ALABAMA
 Office of the Judge of Probate
 _____ County

STATE OF ALABAMA)
)
 _____ COUNTY)

(Corporate Acknowledgment)

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 con-
 tents 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 _____ day of _____, 19____.

 Notary Public

(SEAL)

STATE OF ALABAMA)
)
 _____ COUNTY)

(Individual Acknowledgment)

I, the undersigned authority, in and for said County, in said State,
 hereby certify that _____ whose name is/are signed to the
 foregoing conveyance, and who is/are known to me, acknowledged before me on
 this day that, being informed of the contents of the conveyance, he executed
 the same voluntarily on the day the same bears date.

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

 Notary Public

(SEAL)

STATE OF ALABAMA)
)
Shelby COUNTY)

(Subscribing Witness)

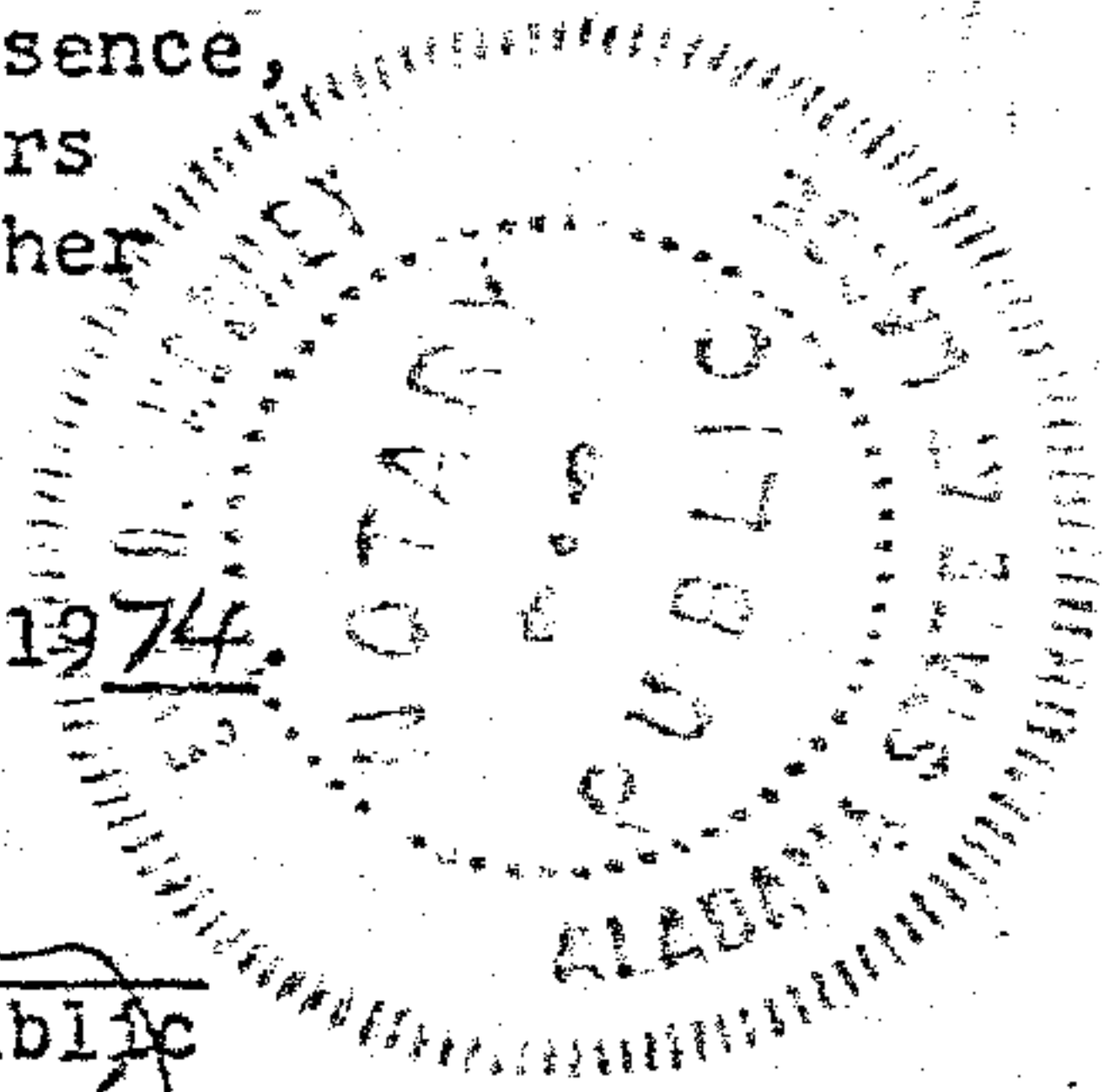
I, the undersigned authority, in and for said County, in said State, here-
 by certify that Henry E. Winslett, a subscribing witness to the foregoing con-
 veyance, known to me, appeared before me on this day, and being sworn, stated that
Archer Heles, the grantor voluntarily executed the same in his presence,
 and in the presence of the other subscribing witness, on the day the same bears
 date; that he attested the same in the presence of the grantor, and of the other
 witness, and that such other witness subscribed his name as a witness in his
 presence.

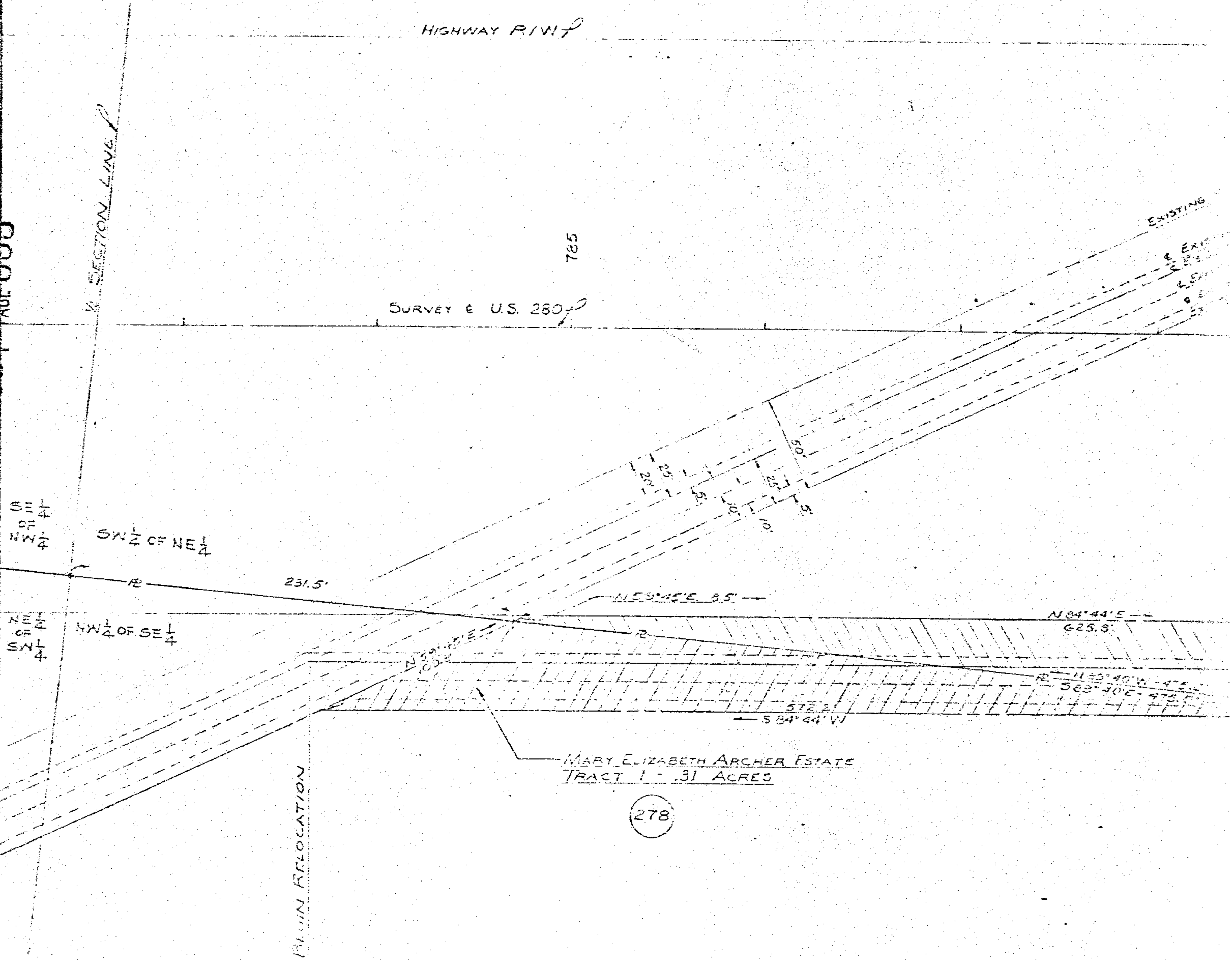
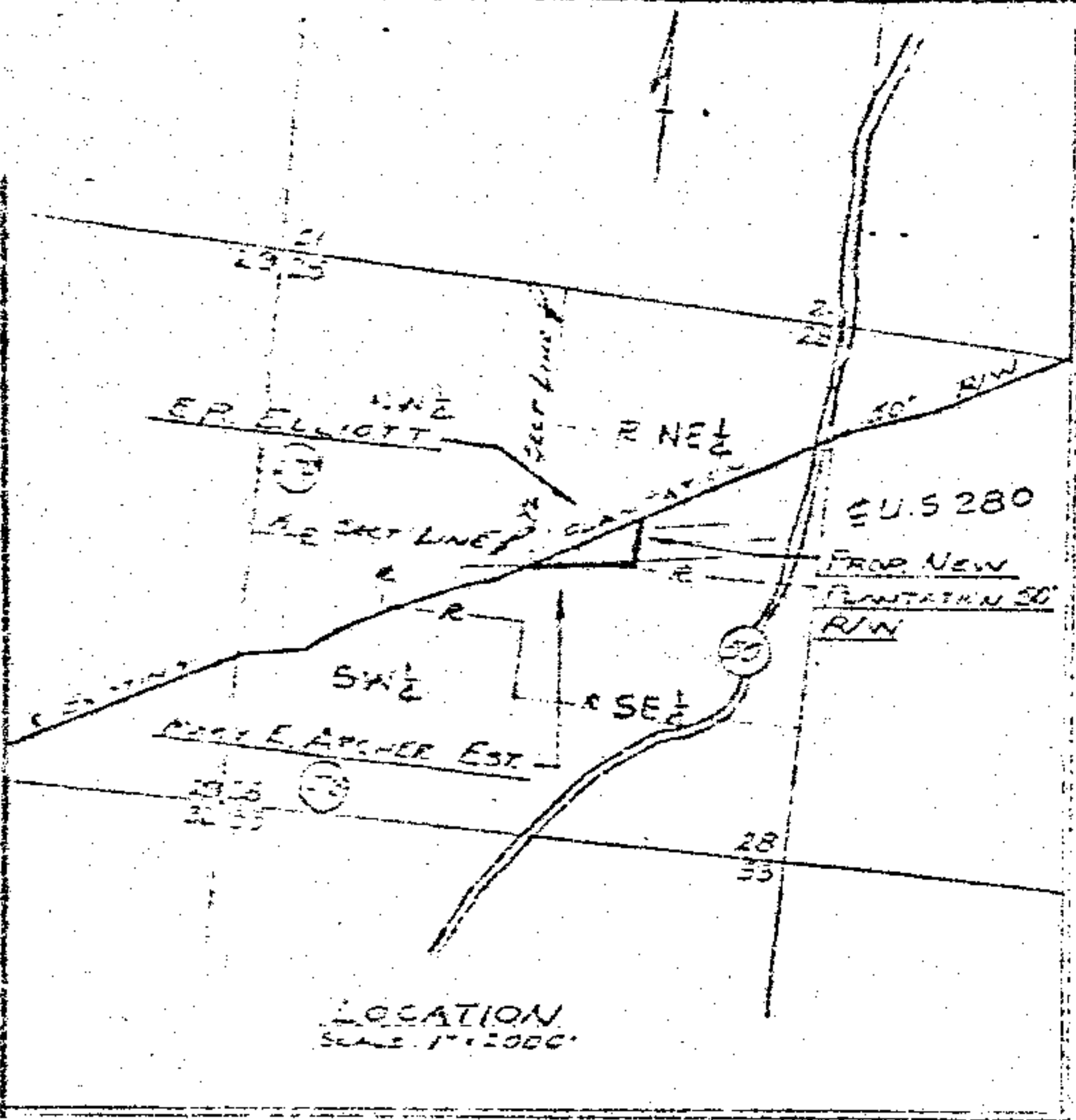
Given under my hand and official seal, this 8th day of July, 1974.

Eva D. Moore
 Notary Public

(SEAL)

BOOK 287 PAGE 692





SECTION 28 T-19-S R-1-E SHELBY CO



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BOOK 287 PAGE 694

.29 ACRES TO BE QUIT CLAIMED
TO E. R. ELLIOTT

279

E. R. ELLIOTT
TRACT 2B - 12 ACRES

END RELOCATION

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1974 JUL - 8 PM 1:18
U.C.C. FILE NUMBER OR
REC. BK. & PAGE AS SHOWN ABOVE
Conrad M. J. ...
JUDGE OF PROBATE

E. R. ELLIOTT
TRACT 2 - .46 ACRES

HIGHWAY R/W

R 1/2 SECTION LINE

REFERENCE:
DALL HINT. LAG - SHEETS 1, 3, 13, 130
DALL HINT. MAP - SHEET D-2124

ALABAMA

AFE 4854 SECTION 5-A
PLANTATION PIPE LINE COMPANY
ATLANTA, GEORGIA
E. R. ELLIOTT, TRACT 2B - 12 ACRES
REFERENCE: FOR ALA. HINT. MAP - SHEET D-2124
SECT. 28, T-19-S, R-1-E
SHELBY COUNTY, ALABAMA

NO.	DATE	DESCRIPTION	BY	APPROVED

D-AT-40-C