

STATE OF ALABAMA
COUNTY OF SHELBY

7647

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, markers 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 23, 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's

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 27 day of July, 1974.

WITNESSES:

Elizabeth A. Kawa

Augusta Lybrand (SEAL)
AUGUSTA LYBRAND (SEAL)

(SEAL)



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Shelby Cnty Judge of Probate, AL
08/14/1974 12:00:00AM FILED/CERT

BOOK 288 PAGE 294

1974 08 14 12:00 PM
FILED

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.

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 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 _____ day of _____, 19____.

Notary Public

(SEAL)

STATE OF ~~ALABAMA~~ ^{CALIFORNIA}

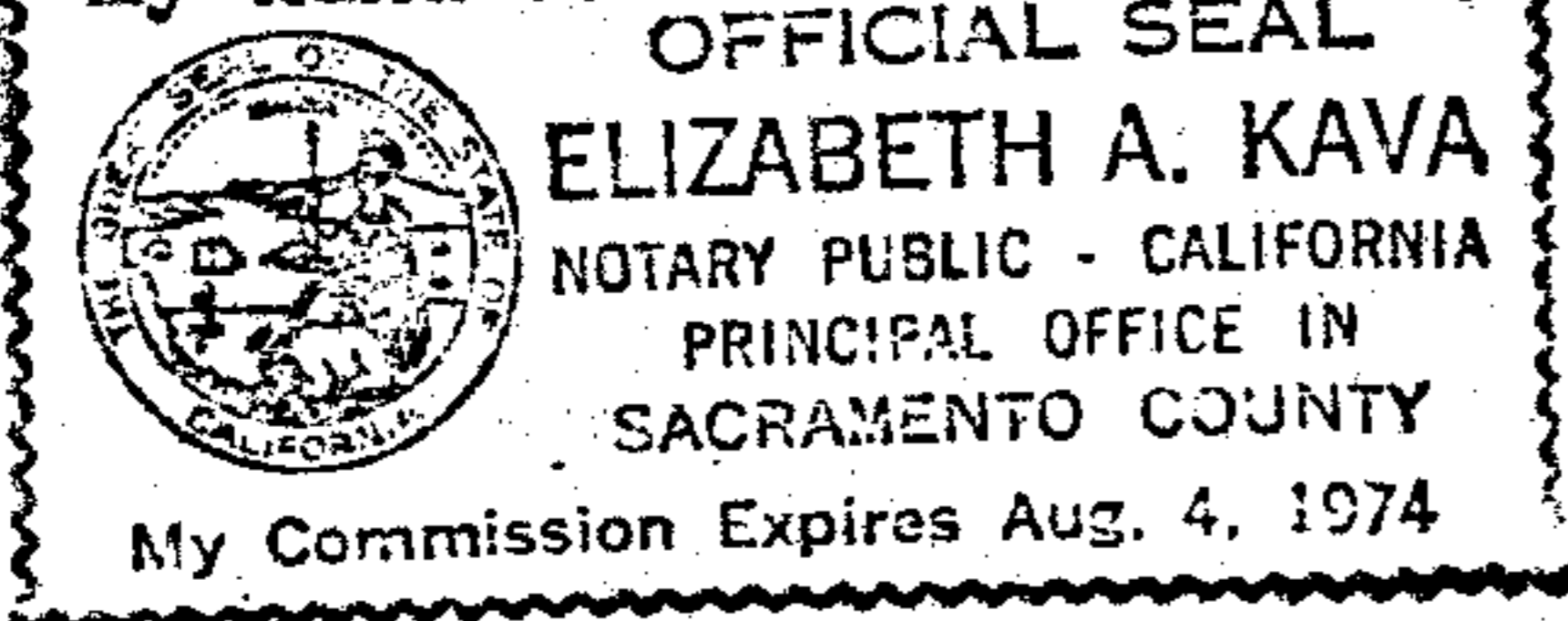
(Individual Acknowledgment)

Sacramento COUNTY)

I, the undersigned authority, in and for said County, in said State, hereby certify that Augusta Lybrand 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, She executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 27 day of July, 1974.

(SEAL)



Elizabeth A. Kava
Notary Public

STATE OF ALABAMA)
COUNTY)

(Subscribing Witness)

I, the undersigned authority, in and for said County, in said State, hereby certify that _____, a subscribing witness to the foregoing conveyance, known to me, appeared before me on this day, and being sworn, stated that _____, 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.

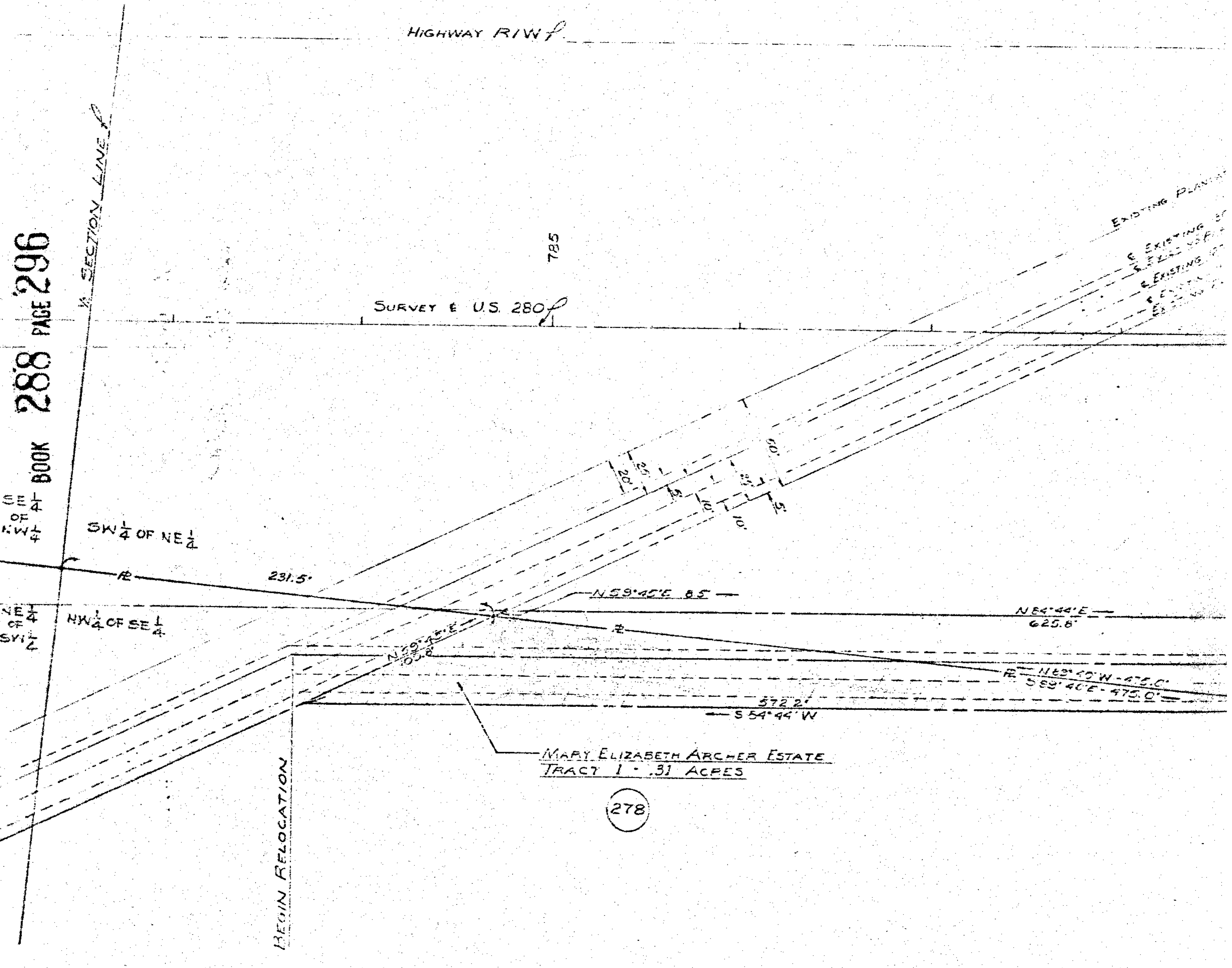
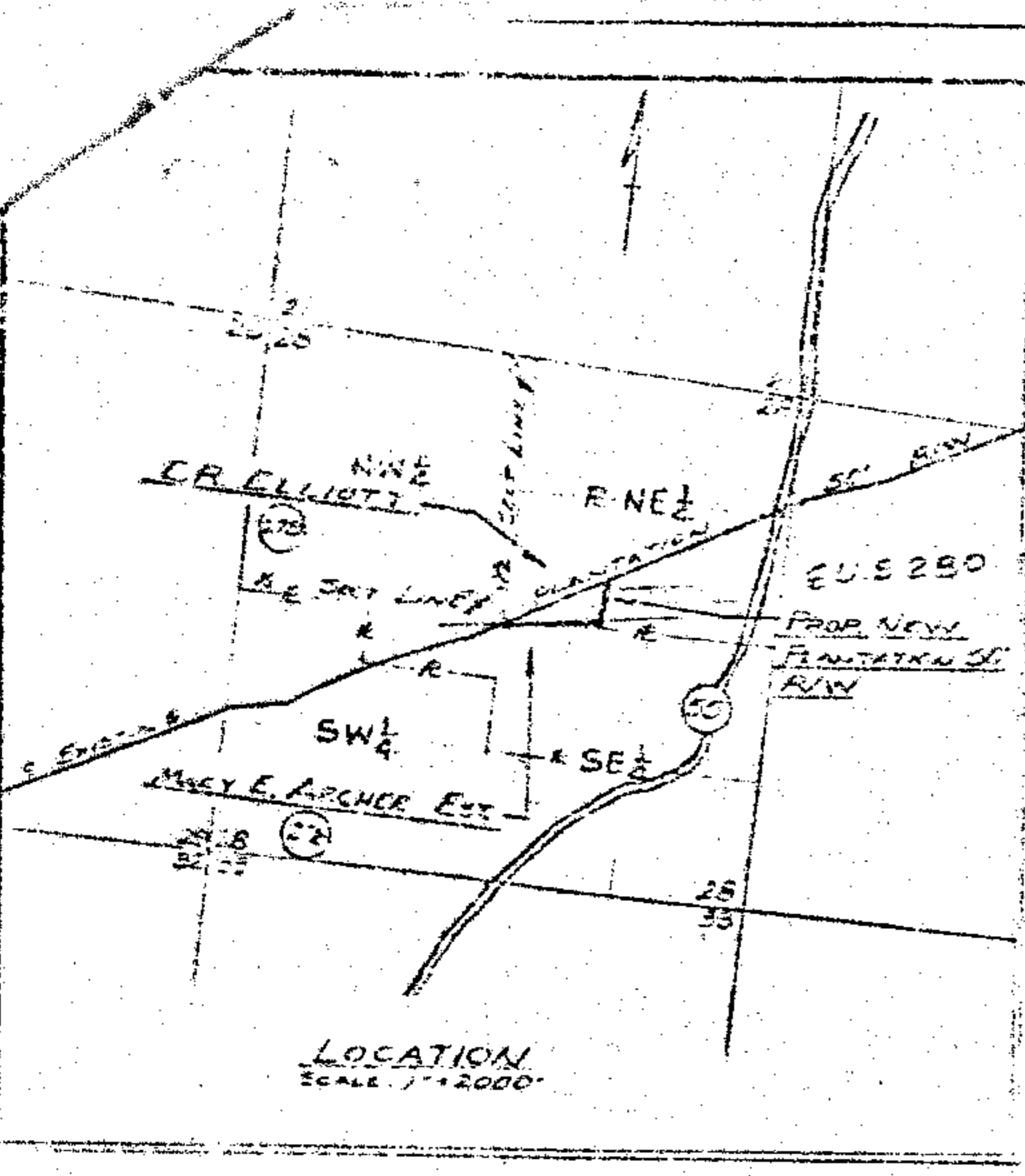
Given under my hand and official seal, this _____ day of _____, 19____.

Notary Public

(SEAL)

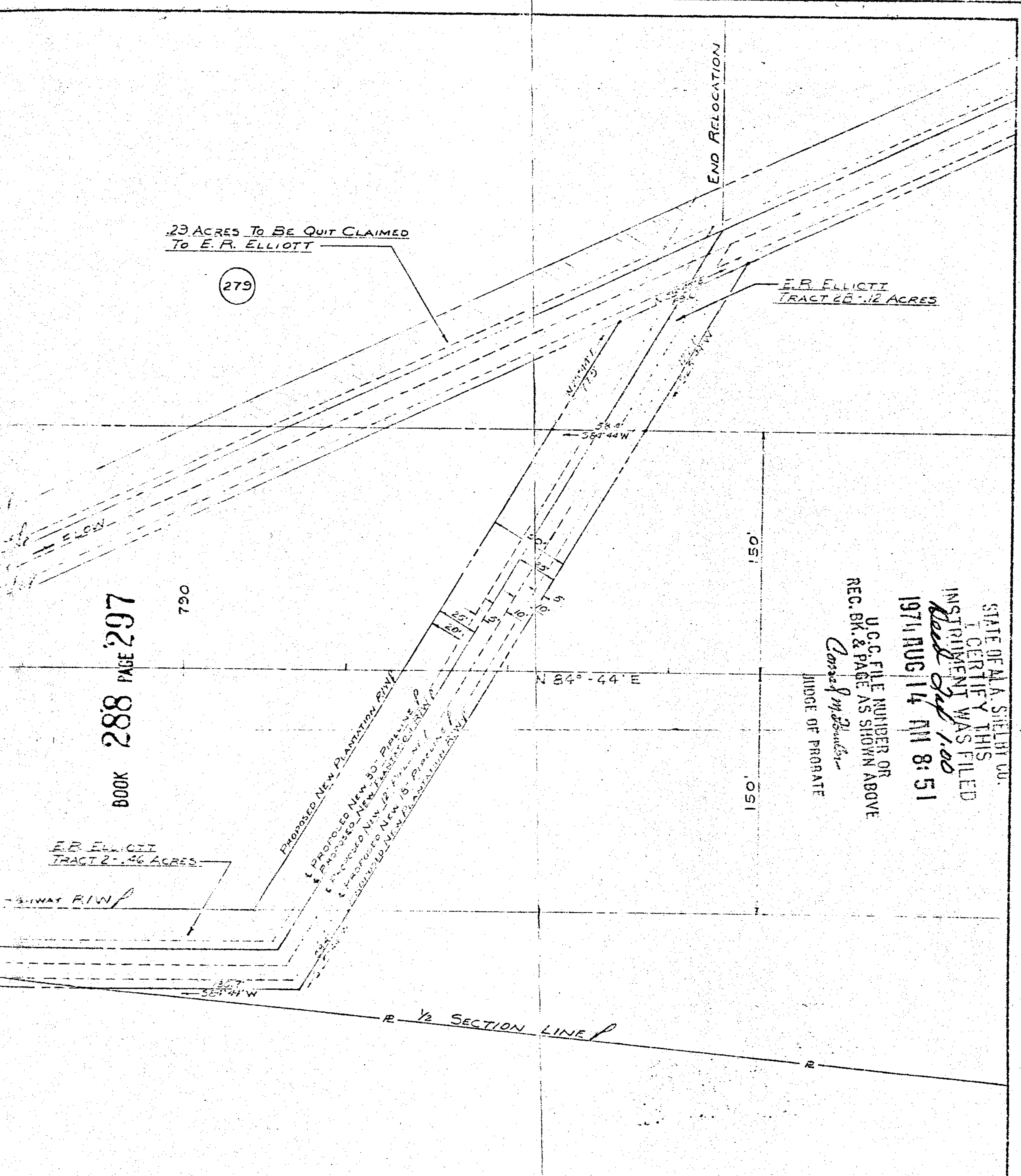
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Shelby Cnty Judge of Probate, AL
08/14/1974 12:00:00AM FILED/CERT

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BOOK 288 PAGE 296

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



BOOK 288 PAGE 297

STATE OF ALABAMA
I CERTIFY THIS
INSTRUMENT WAS FILED
1974 AUG 14 AM 8:51
U.C.C. FILE NUMBER OR
REC. BK. & PAGE AS SHOWN ABOVE
Cora J. M. Boudin
JUDGE OF PROBATE

REFERENCES
SHEETS 13, 13, 130
SHEET D-212.4
SHEET D-AT-143-0

ALABAMA

AFE 4654		SECTION 5-A	
PLANTATION PIPE LINE COMPANY ATLANTA, GEORGIA			
RIGHT OF WAY FOR THE PROPOSED PIPELINES FOR ALA. HUN. FOR. 2-2120122, SECT. 22, T-19-S. R. 1E SHELBY COUNTY ALABAMA			
DATE: 8/14/74		BY: CORA J. M. BOUDIN	
CHECKED: [initials]		APPROVED: [initials]	
AT WITNES: [initials]		D-AT-146-0	

No.	Date	CAUSE	CHECKED	DEPOSITION

REVISIONS