

RIGHT OF WAY EASEMENT

FOR AND IN CONSIDERATION OF ----- 2,200.00 ----- (2,200.00) ----- DOLLARS

(Two-thousand & Two hundred Dollars)
 (\$ 2,200.00), the receipt and adequacy of which is hereby acknowledged.

Dorothy C. Johnson

hereinafter referred to as Grantors (whether one or more), do hereby grant, bargain, sell, convey, and warrant unto COLONIAL PIPELINE COMPANY, a Delaware corporation, its successors and assigns, hereinafter referred to as Grantee, an indefeasible easement for a pipeline right of way with the right to construct, maintain, inspect, identify, operate, protect, replace, repair, change the size of, and remove, a pipeline and appurtenances, including markers, for the transportation of liquids, gases, solids, and/or mixtures of any or all thereof, upon and along a route to be selected by Grantee, said right of way being Forty (40) feet in width and ~~extending~~ from the Fifty (50) feet from the center line of the pipeline installed hereunder, together with the right to use a strip of land Fifty (50) feet in width adjacent to the said right of way (upon the side thereof selected by Grantee) and running the length thereof, as temporary work space during construction of said pipeline, on, over, and through the following described lands, of which Grantors warrant they are the owners in fee simple, situated in Shelby County, State of Alabama, to-wit:

A tract or parcel of land lying and being in Sections 23 & 24, Township 20 South, Range 3 West of Shelby County, State of Alabama, more particularly described in a Quit Claim Deed from Charles V. Johnson and wife, Dorothy C. Johnson to Dorothy C. Johnson dated December 19, 1973 and recorded in Deed Book 296, at page 317, of the Records of Shelby County, State of Alabama, to which reference is hereby made.

It is understood and agreed the 40 foot right of way shall be North of and parallel and adjaace to Grantee's existing 16" pipeline.

During installation of said pipeline the construction area shall be confined to a strip of land 90 feet in width except at road, railroad and waterway crossings where said area shall no exceed 150 feet in width and 200 feet in length.

~~It is also understood and agreed the above consideration includes full compensation in advance for any anticipated damages on both the permanent and temporary right of way caused by the construction of said pipeline.~~ mlg John W. Parker

It is understood and agreed the right of way herein granted, together with the Grantee's existing right of way shall be a total width of 65'; said 40' easement beginning at the center line of a 50' easement previously acquired by and from the parties (Con't)**

together with the right of unimpaired access to said pipeline and the right of ingress and egress on, over, and through Grantors' above-described land for any and all purposes necessary and incident to the exercise by said Grantee of the rights granted hereunder, with the further right to maintain said right of way herein granted clear of trees, undergrowth, and brush. Grantors covenant and agree that they will not impound water or construct buildings, structures, engineering works or other obstructions of any type whatsoever on the above described right of way strip unless authorized in writing by Grantee. The Grantors agree to leave such pipelines undisturbed as to location and depth. These shall be covenants running with the land and shall be binding on Grantors, their heirs and assigns.

In addition to the above consideration, Grantee agrees to repair or to pay for any actual damage which may be done to growing crops, timber, fences, buildings, or other structures directly caused by Grantee exercising any rights herein granted; provided, however, after the pipeline has been installed, Grantee shall not be liable for damages caused on the right of way by keeping said right of way clear of trees, undergrowth, brush, buildings, structures, engineering works and obstructions in the exercise of its rights granted herein.

The pipeline constructed hereunder by Grantee across any portion of the above-described land which is under cultivation shall, at the time of the construction thereof, be buried to such depth as will not interfere with Grantors' use of said land for normal cultivation required for the planting and tending of crops; except that Grantee, at its option, may construct its pipeline above the channel of any natural or man-made stream, ravine, ditch or watercourse.

It is agreed that any payment hereunder may be made direct to said Grantors, or any one of them, or by depositing such payment to the credit of said Grantors, or any one of them,

in the _____ Bank of _____ and payment so made shall be deemed and considered as payment to each of said Grantors.

Delay of Grantee in the use or exercise of any right or easement hereby granted, or in laying or installing the first pipeline or additional lines in or along said right of way, shall not result in the loss, limitation or abandonment of any of the right, title, interest, easement or estate hereby granted.

The rights herein granted are divisible and assignable in whole or in part.

The terms, covenants, and provisions of this right of way easement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto.

TO HAVE AND TO HOLD said rights and right of way, easement, estate and privileges over, in, through, and to the above-described land unto the said Grantee, its successors and assigns, forever; and Grantors do hereby bind themselves and their respective heirs, successors, executors, administrators, and assigns to warrant and forever defend all and singular said rights and easements unto said Grantee, its successors and assigns, and against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to restrictions and easements of record, if any.

**herein and extending 40' to the north of said center line, thereby adding an additional 15' to the easement previously acquired.

IN WITNESS WHEREOF, the Grantors herein have hereunto set their hands and seals this 26th day of April, 19 78.

Signed, sealed and delivered in the presence of:

Dorothy C. Johnson (Seal)

(Seal)

(Seal)

GRANTORS

19780522000062550 1/2 \$.00
Shelby Cnty Judge of Probate, AL
05/22/1978 12:00:00AM FILED/CERT

Colonial Pipeline Company
P. C. Box 720417
Atlanta, Georgia 30328

ACKNOWLEDGMENT

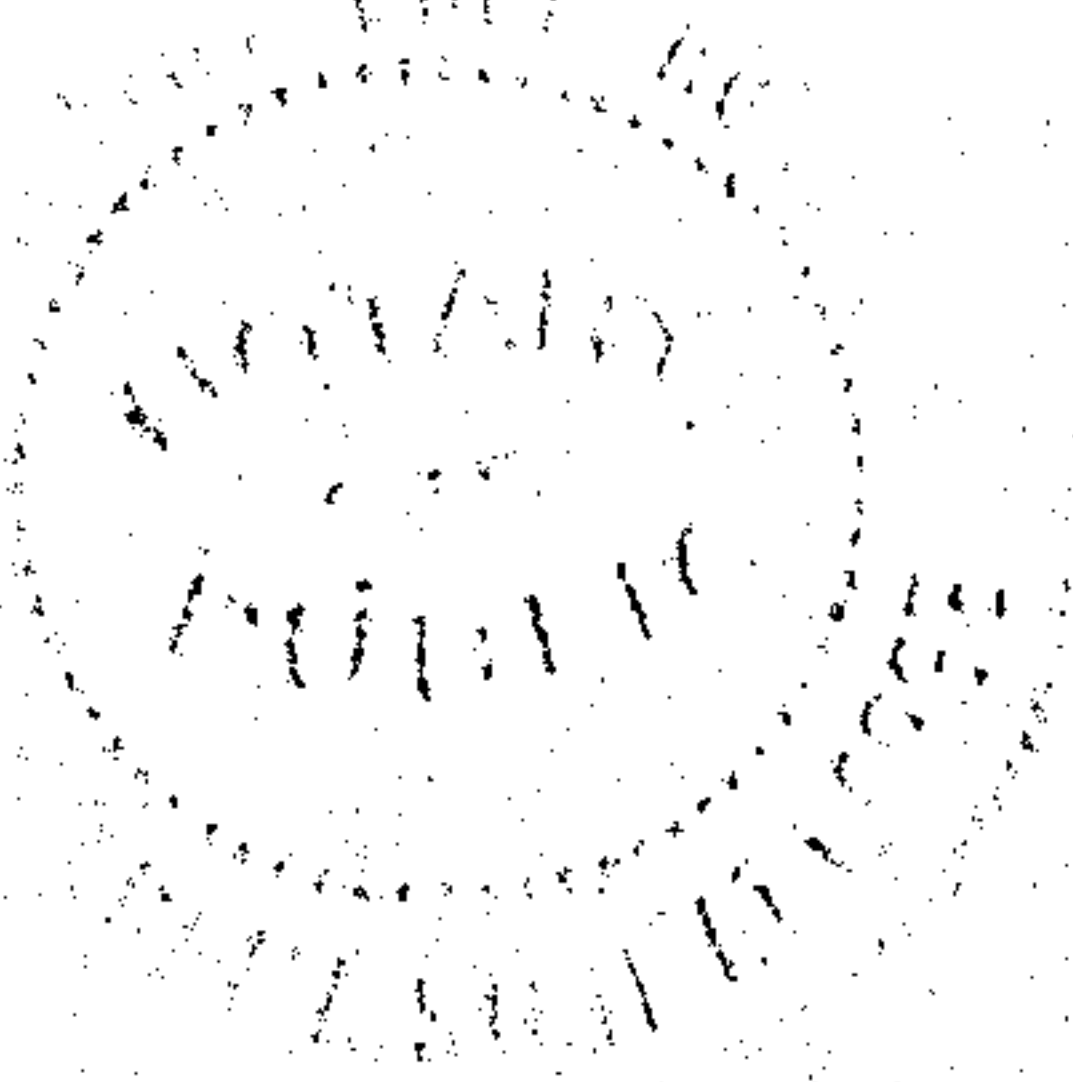
STATE OF ~~GEORGIA~~ Alabama

COUNTY OF Shelby SS

19780522000062550 2/2 \$.00
Shelby Cnty Judge of Probate, AL
05/22/1978 12:00:00AM FILED/CERT

I, Dorothy Wood Hume, a Notary Public, residing in the County and State aforesaid, do
certify that Dorothy C. Johnson, being
personally known to me, this day appeared before me personally and did acknowledge that she did sign, seal, and deliver the foregoing instrument of
her own free will and accord, for the purposes therein named and expressed.

In witness whereof, I have hereunto set my hand and official seal this 26 day of April, 19 78.



Dorothy Wood Hume
Notary Public

PROOF BY ATTESTING WITNESS

STATE OF ~~GEORGIA~~ Alabama

COUNTY OF _____ SS

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1978 MAY 22 AM 10:09

Deed Tax 2.50
Rec. 3.00
1.00
6.50

Before me, _____, a Notary Public, personally came

to me known to be the individual whose signature is affixed to the foregoing instrument as one of the witnesses thereto, who, being sworn, says that _____ he was present at the time
when said instrument was executed; that _____ he saw the same signed, sealed and delivered by

whose signature(s) is/are affixed as Grantor(s); that _____
the other subscribing witness thereto, was likewise present at said time and witnessed said execution of said instrument, and that _____ he, the said

_____, and the said _____
then and there signed the same as attesting witnesses.

Attesting Witness

Sworn to and subscribed before me this _____ day of _____, 19 _____.

Notary Public

CORPORATE ACKNOWLEDGEMENT

STATE OF ~~GEORGIA~~ Alabama

COUNTY OF _____

I, _____, a Notary Public, residing in the County and State aforesaid, do

certify that _____, who is personally to me known,

this day appeared before me and acknowledged that _____ is the _____ president of _____

_____, a corporation, that _____ was empowered to execute the foregoing conveyance by a duly made resolution of the board of
directors of said corporation, that _____ executed the foregoing instrument as _____ president of said corporation for the consideration and for
the purposes therein stated, and that _____ who attested _____ signature is the
_____ secretary of said corporation.

Witness my hand and seal this _____ day of _____, 19 _____.

Notary Public

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