042079

721

19790618000075740 1/8 $.00
Shelby Cnty Judge of Probate,AL
06/18/1979 12:00:00AM FILED/CERT

RIGHT-OF-WAY EASEMENT

FOR AND IN CONSIDERATION OF THREE THOUSAND, NINE HUNDRED EIGHTY-ONE and 50/100 DOLLARS($3,981.50), the receipt of which is hereby acknowledged, VULCAN MATERIALS COMPANY, a New Jersey corporation, hereinafter referred to as Grantor (whether one or more), does hereby grant and convey unto COLONIAL PIPELINE COMPANY, a Delaware corporation, its successors and assigns, hereinafter referred to as Grantee, an easement for a pipeline right-of-way with the right to construct, maintain, inspect, operate, protect, replace, repair, change the size of, and remove one pipeline for the transportation of liquids and/or gases, said right-of-way being 30 feet in width lying parallel with and contiguous to the easterly right-of-way line of Plantation Pipe Line Co.'s existing easement, on, over, and through the following-described lands of which Grantor warrants it is the owner in fee simple, situated in Shelby County, State of Alabama, to wit:

BOOK 320 PAGE 134

> That portion of Lots 11, 12, 13, 14, 15, 16, 17, 18 and 19, Block D of Pickett Survey of Liberty Heights, situated in NW¼ of NE¼ of Section 15, Township 20 South, Range 3 West. Being the same land as conveyed by the State of Alabama to Grantors on October 8, 1969 and recorded in the public records in Book 260, Page 473 of Shelby County, Alabama;
>
> All that portion of the SW¼ of the SE¼ of Section 10, Township 20 South, Range 3 West, which lies south of the Helena-Acton Road, less and except a 2.97-acre tract described as follows: Commencing at the SW corner of the SW¼ of the SE¼ of Section 10, Township 20 South, Range 3 West, the point of beginning; thence South 88° 30' East, 837.0 feet; thence North 12° 37' West, 51.8 feet; thence North 88° 30' West, 408.0 feet; thence North 00° 09' East, 208.71 feet; thence North 88° 30' West, 417.42 feet; thence South 00° 09' West, 258.71 feet, to the point of beginning. All of said property being in the SW¼ of the SE¼ of Section 10, Township 20 South, Range 3 West, Shelby County, Alabama, and containing 23.04 acres, more or less.

together with the right of unimpaired access to said pipeline and the right of ingress and egress on, over and through Grantor's 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.

COLONIAL P[redacted]INE COMPANY, 6075 ROSWE[redacted]OAD, N. E., P. O. BOX 7[redacted]7
ATLANTA, [redacted]IA 30328

The centerline of the 30-foot-wide right-of-way herein granted is shown and identified as "CL Survey" on the drawing attached hereto and made a part hereof as Exhibit A.

During and for construction operations, Grantee shall have the right to use temporarily as additional work space that area crosshatched in blue on Exhibit A.

This right-of-way is granted subject to any existing rights-of-way or easements covering any of the area affected hereby, and Grantee agrees to obtain such consents or approvals from the owners of such other rights-of-way or easements as may be necessary in the exercise of the rights herein granted.

BOOK 320 PAGE 135

Once excavation for and construction of the pipeline have been commenced on Grantor's property, Grantee covenants that they shall be completed within 30 days of the date of commencement. During the excavation and construction period, Grantee shall keep available at all times for Grantor's use two roadways across the area covered by the right-of-way easement herein granted so that Grantor's equipment, machinery and vehicles may cross the right-of-way for access to Grantor's stockpiles.

Grantor expressly reserves the right to stockpile stone on the area covered by this right-of-way easement. Grantee shall pay Grantor the sum of 80¢ per ton for each ton of stone Grantor must move to allow Grantee to excavate for and construct the pipeline. The quantity of such stone shall be determined by Grantor at the time Grantee is ready to commence excavation for the pipeline. In addition, if Grantee subsequently requires the removal of stone stockpiled in the area covered by this right-of-way for any reason, Grantee shall pay Grantor Grantor's estimated costs of removing said stone.

Grantor reserves the right to use the above-described right-of-way in any other manner not inconsistent with the rights granted herein. Grantor further reserves the right to place pipelines, wires, roads, and other facilities over, under or through the right-of-way herein granted. In the event Grantor desires to use the above-described right-of-way in a manner which is inconsistent



19790618000075740 2/8 $.00
Shelby Cnty Judge of Probate,AL
06/18/1979 12:00:00AM FILED/CERT

19790618000075740 3/8 $.00
Shelby Cnty Judge of Probate,AL
06/18/1979 12:00:00AM FILED/CERT

with the rights granted herein, or in any manner which might damage any of Grantee's facilities located on such right-of-way, then Grantee shall at Grantee's expense raise or lower its facilities to accommodate Grantor's use of the above-described right-of-way. Notwithstanding the above, Grantor agrees that Grantee may seek and recover from parties other than Grantor, Grantee's costs to raise or lower Grantee's facilities which are made necessary by such parties' operations or use of the above-described right-of-way.

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's exercising any rights herein granted.

Any pipeline constructed by Grantee across any portion of the above-described land shall at the time of the construction thereof be buried to a depth of at least six feet below the surface of the ground, and the surface of the ground shall be leveled over the pipeline.

BOOK 320 PAGE 136

The rights granted herein shall continue in force so long as Grantee, its successors and assigns, are using any of the pipeline, and for a period of two years after cessation of use. Thereafter, the rights herein granted shall terminate and be of no force and effect, except that Grantee shall have a reasonable time to remove its pipeline. Upon termination of the rights granted herein, Grantee shall upon request execute a release of all rights in and to the right-of-way in a form which may be recorded in the real property records of Shelby County, Alabama.

Prior to coming onto Grantor's property for the purpose of exercising any of the rights granted to it herein, Grantee shall execute an indemnification agreement in the form attached hereto as Exhibit B, and the terms and conditions of such agreement shall remain in full force and effect so long as Grantee continues to use the right-of-way granted herein or to exercise any rights granted hereby.

19790618000075740 4/8 $.00
Shelby Cnty Judge of Probate,AL
06/18/1979 12:00:00AM FILED/CERT

Except as hereinafter provided, the rights granted herein may not be assigned, in whole or in part, without the prior consent of Grantor. The consent of Grantor shall not be required for any assignment, in whole or in part, of the rights granted herein if the assignment is made to any parent corporation or subsidiary corporation of Grantee, or to any corporation in which Grantee or any parent corporation or subsidiary corporation of Grantee owns the controlling interest, and such consent shall not be required for any mortgage of any of the rights granted herein or for any type of financing and security transaction affecting any of the rights granted herein.

BOOK 320 PAGE 137

TO HAVE AND TO HOLD said rights and right-of-way, easements, estates, and privileges unto the said Grantee, its successors and assigns, so long as said right-of-way and easements are used for the purposes granted herein.

IN WITNESS WHEREOF, the parties have executed this Agreement this 16th day of May, 1979.

VULCAN MATERIALS COMPANY

ATTEST:

By _____
Its Executive Vice President

_____
Its Assistant Secretary

COLONIAL PIPELINE COMPANY

APPROVED:
Description
Terms
Form

ATTEST:

By _____
Its VICE PRESIDENT

_____
Its ASSISTANT SECRETARY

19790618000075740 5/8 $.00
Shelby Cnty Judge of Probate,AL
06/18/1979 12:00:00AM FILED/CERT

STATE OF ALABAMA )
)
COUNTY OF JEFFERSON )

I, the undersigned authority in and for said county in said state, hereby certify that Paul Kostuik and William F. Denson, III, whose names as Exec. Vice President and Assistant Secretary, respectively, of VULCAN MATERIALS COMPANY, a corporation, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 16th day of May, 1979.

Lucy H. Spies
Notary Public

My commission expires 2/11/82

BOOK 320 PAGE 138

STATE OF Georgia )
)
COUNTY OF Fulton )

I, the undersigned authority in and for said county in said state, hereby certify that T. H. Norris and R. F. Taylor, whose names as Vice President and Assistant Secretary, respectively, of COLONIAL PIPELINE COMPANY, a corporation, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 6th day of June, 1979.

Gloria A. Jones
Notary Public

My commission expires March 16, 1980

19790618000075740 6/8 $.00
Shelby Cnty Judge of Probate,AL
06/18/1979 12:00:00AM FILED/CERT

May 16, 1979
Date

INDEMNIFICATION AGREEMENT

For and in consideration of being granted an easement for a pipeline dated May 15, 1979, Colonial Pipeline Company, a Delaware corporation ("First Party") does hereby agree to release, save and hold harmless Vulcan Materials Company, a New Jersey corporation ("Vulcan"), its agents, servants and employees, from liability for injuries or damages sustained by First Party and arising from any condition or activity on the premises or any act or omission of Vulcan, its agents, servants and employees (excepting only the sole negligence of Vulcan or the willful and wanton conduct of its agents, servants and employees), while First Party or any and all employees of First Party are on the premises of Vulcan or are using the premises of Vulcan in any manner, including all claims, demands, actions and causes of action, damages, expenses, compensation, bodily injury or property damage.

First Party shall indemnify and save harmless Vulcan from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments, including attorneys' fees, of every nature and description, brought, recovered or arising out of any act or omission of First Party, its agents or employees, or arising out of the use, occupancy or possession of the premises of Vulcan by First Party, its agents or employees.

BOOK 320 PAGE 139

First Party shall comply with all laws relating to the carrying of workmen's compensation insurance and shall be responsible for seeing that all subcontractors comply therewith. First Party shall provide Vulcan with such evidence as is necessary to show compliance with this requirement.

First Party shall and does hereby covenant and agree to take out and maintain with insurers and under policies satisfactory to Vulcan during the term of this agreement such public liability, property damage and other insurance as Vulcan may require, including the following:

(a) Automobile Public Liability Insurance covering all owned, nonowned and hired vehicles with limits of not less than $200,000 for personal injury to one person, $500,000 for personal injury per accident and $100,000 for property damage; and

~~(b) Comprehensive General Liability Insurance covering operations with limits of not less than $200,000 for personal injury to one person, $500,000 for personal injury per accident and $100,000 for property damage.~~ Shall Comprehensive General Liability not to exceed $1,000,000 per occurrence. Shall

Prior to its use of the premises of Vulcan, First Party shall furnish a certificate or certificates of insurance, in form satisfactory to Vulcan, evidencing insurance coverage as required above. Such certificate or certificates shall contain a statement by the insurer that it will give Vulcan written notice at least ten days prior to any cancellation, alteration, change or endorsement of any of the insurance required by this agreement. All certificates shall contain a specific contractual endorsement covering the liability assumed by First Party under this agreement.

This Indemnification Agreement shall be in effect from the date set out above until First Party ceases to use said pipeline easement.

FIRST PARTY

WITNESSED BY:

ASSISTANT SECRETARY

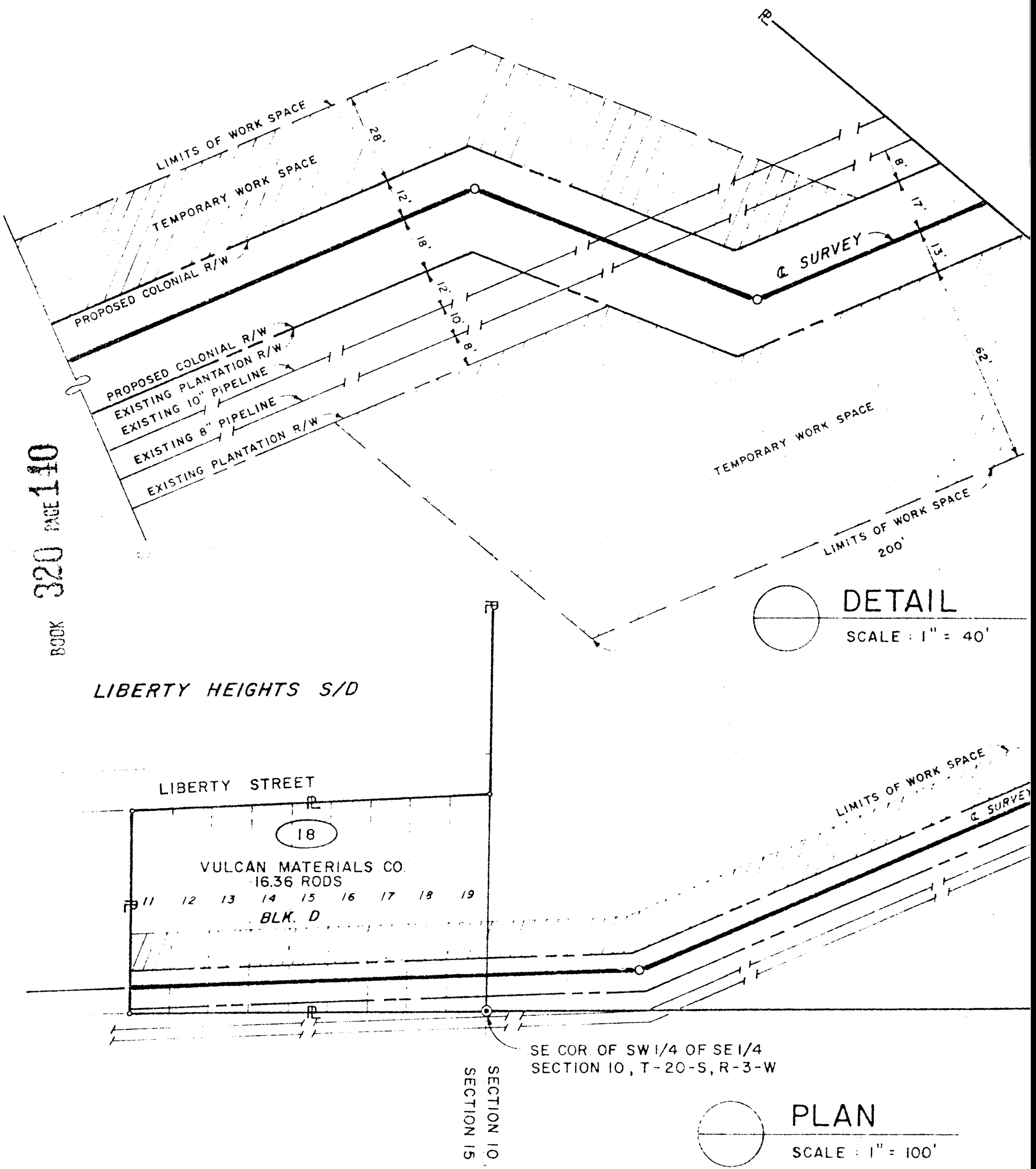
VICE PRESIDENT

Form RFT

EXHIBIT B

19790618000075740 7/8 $.00
Shelby Cnty Judge of Probate,AL
06/18/1979 12:00:00AM FILED/CERT

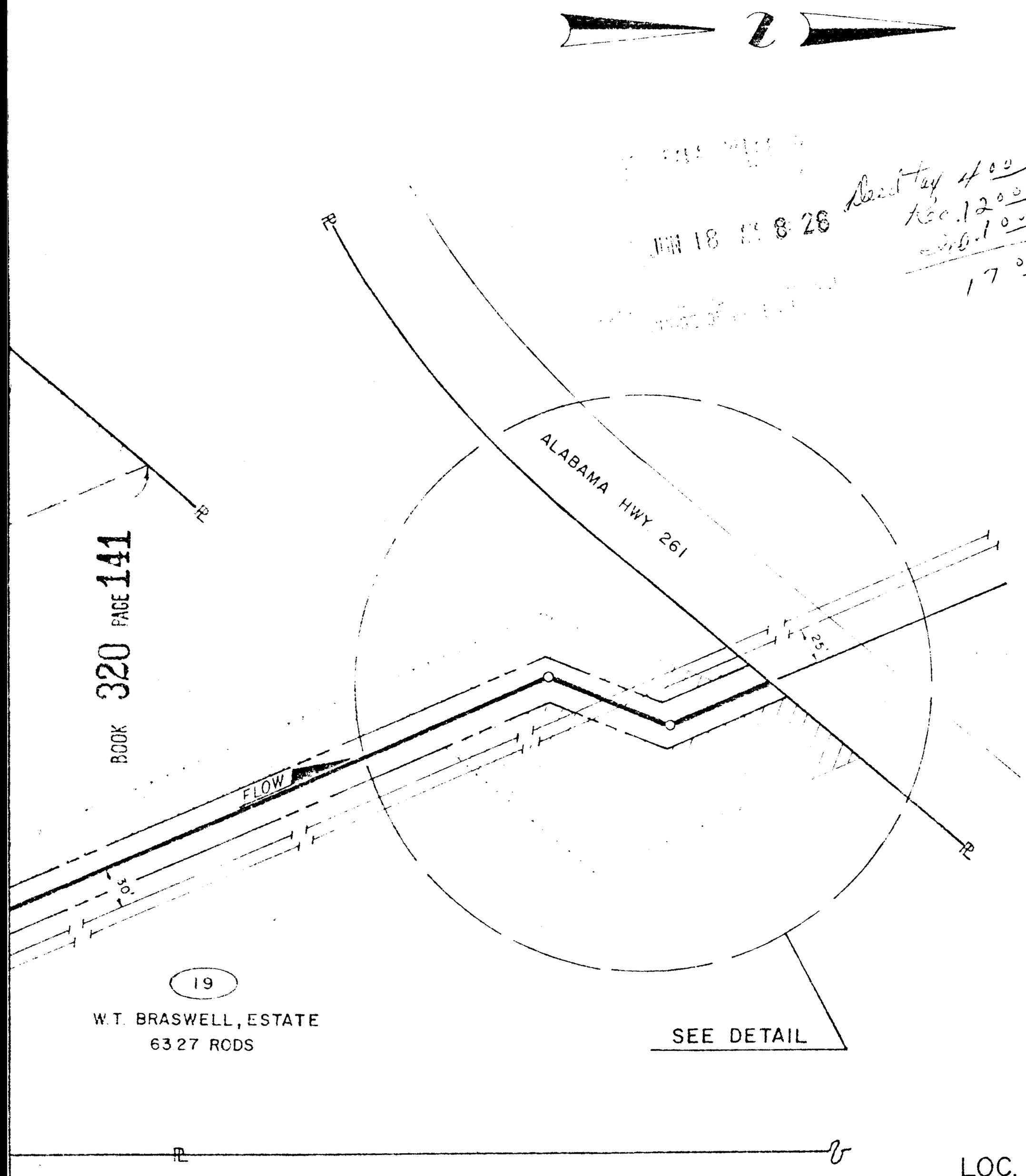
SECTIONS 10 & 15,
SHELBY COUNT




BOOK 320 PAGE 110

19790618000075740 8/8 $.00
Shelby Cnty Judge of Probate, AL
06/18/1979 12:00:00AM FILED/CERT

20-S, R-3-W
ALABAMA




BOOK 320 PAGE 141

EXHIBIT A

LOC. 405
AFE 2333

REF. ALIGN. MAP No. 5.325.431

| | | | |
|---|---|---|---|
| | | COLONIAL PIPELINE COMPANY<br>ATLANTA, GEORGIA | DRAWN J.S.<br>NOTES |
| | | PROPOSED 16" COLONIAL PIPELINE<br>CROSSING PROPERTY OF<br>W.T. BRASWELL ESTATE &<br>VULCAN MATERIALS CO.<br>SHELBY COUNTY, ALABAMA | SCALE NOTED<br>DATE 1/18/79<br>CHECKED<br>2.405.18-19 |
| 1 | REVISED LOC NO | 1 22 79 | |
| | REVISION | DATE | |