RIGHT OF WAY EASEMENT

211

FOR AND IN CONSIDERATION OF Ten and No/100 Dollars ($10.00) the receipt of which is hereby acknowledged PLANTATION PIPE LINE COMPANY a Delaware corporation hereinafter referred to as "Plantation", does hereby grant and convey without warranty 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, repair, replace, change the size of, and remove one line of 16-inch pipeline for the transportation of liquids and/or gases, on, over, and through the following described lands situated in Shelby County, Alabama, to wit:

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115 acres, more or less, described in Deed from Standard Oil Company (Kentucky), dated January 13, 1942 of record in Deed Book 113, Page 48, Shelby County, Alabama, Judge of Probate Records;

together with the right of access to said pipeline and the right of ingress and egress on, over, and through the above described land for any and all purposes necessary and incident to the exercise by said Grantee of the rights granted hereunder.

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IT IS SPECIFICALLY PROVIDED that the pipeline herein authorized shall be installed as shown on the Grantee's Drawing No. 2.405.1A dated 4/12/79 titled "Proposed 16-inch Colonial Pipeline Crossing Property of Plantation Pipe Line Company, Shelby County, Alabama LOC.405 AFE 2333" and Grantee's Drawing No. 1.405.1.1 dated 3/11/79 titled "Proposed 16-inch OD Pipeline Crossing Plantation Pipelines Shelby County, Alabama LOC NO. 405 AFE 2333", copies of which are attached hereto and made a part hereof by reference. The following is a centerline description of subject easement in Sections 14 and 15, T20S, R3W, Shelby County, Alabama.

Commence at the southeast corner of Section 15; thence run N-01°-42'-00"W along the east line of said section a distance of 880.70 feet to a point on the north line of tract of land leased or to be leased to Colonial Pipeline Company; thence N-75°-19'-30"E along said line a distance of 61.66 feet to the point of beginning of centerline description of easement herein described; thence run N-12°-58'-00"W a distance of 307 feet to a point; thence run N-01°-42'-00"W a distance of 126 feet to a point on Plantation's north property line; said point being 15 feet west of the northeast corner of southeast 1/4 of southeast 1/4, Section 15, T20S, R3W and the end of centerline description for installation of a 16-inch pipeline on Plantation's property.

The herein described easement is subject to all encumbrances and easements of record, including, without limiting the foregoing, the three

COLONIAL PIPELINE CO.
6075 ROSWE .D, N.E.
ATLANTA, GEORGIA 30328

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Plantation pipelines presently crossing this easement area (one 12-inch, one 18-inch and one 30-inch). Plantation, its successors and assigns reserves the right to cross the pipeline herein authorized with streets, roadways, pipelines, (to permit other companies to cross with additional pipelines), railroad tracks, and other facilities in the development of the property by Plantation or its successors and assigns. Grantee, at its expense, agrees to install casing, and raise or lower its pipeline or relocate as may be necessary in order to accommodate the said development.

Grantee shall investigate, defend, indemnify, and hold Plantation, its officers, employees, agents, servants, and representatives, harmless from all claims, loss, liability, attorney's fees, cost and expense, including death, personal injury, and property damage occurring to Lessee or its contractor, or its subcontractors, or Plantation, their respective officers, employees, agents, servants, and representatives or to third parties which arise out of or in connection with, or by reason of the installation, maintenance, operation, repair, replacement, and/or removal or the existence of Grantee's pipeline thereafter, including those claims which are alledged to have been caused from Plantation's sole or concurrent negligence but which arise out of, or in connection with, or by reason of, the installation, maintenance, operation, repair, replacement, and/or removal or the existence of said pipeline thereafter.

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Plantation shall have the right to use and enjoy the above-described land except as the same may be necessary for the purposes herein granted to Grantee.

In addition to the above consideration, Grantee agrees to repair or to pay for any damage caused by Grantee exercising any rights herein granted.

The rights herein granted may not be assigned in whole or in part without the written consent of Plantation.

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TO HAVE AND TO HOLD the said easement unto the Grantee, its successors and assigns, so long as this easement and servitude is used, operated and maintained for the purposes aforesaid, provided this indenture shall terminate and said easement and right of way shall be extinguished ipso facto, upon abandonment, for failure to use for a period of six (6) consecutive months or removal of said pipeline by Grantee or its designees, whichever occurs sooner.

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 20th day of JUNE, 1979.

OK
6/28

ATTEST:

T. M. Niblack

T. M. Niblack - Secretary

PLANTATION PIPE LINE COMPANY

By H. B. McCauley (SEAL)
H. B. McCauley, Jr.
Vice President-Operations

ATTEST:

Secretary

COLONIAL PIPELINE COMPANY

APPROVED:
Description &
Terms
Form

By J. A. Morris (SEAL)
VICE PRESIDENT

BOOK 320 PAGE 504

STATE OF GEORGIA

COUNTY OF FULTON

I, the undersigned authority, in and for said County, in said State, hereby certify that H. B. McCauley, Jr., whose name as Vice President-Operations of the Plantation Pipe Line Company, 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 29th day of June, 1979.

John A. Rutledge, Jr. - Notary Public

Notary Public, Georgia, State at Large
My Commission Expires Jan. 23, 1981

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STATE OF GEORGIA

COUNTY OF FULTON

I, the undersigned authority, in and for said County, in said State, hereby certify that T. H. Norris, whose name as Vice President of the Colonial Pipeline Co., 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 20th day of June, 1979.

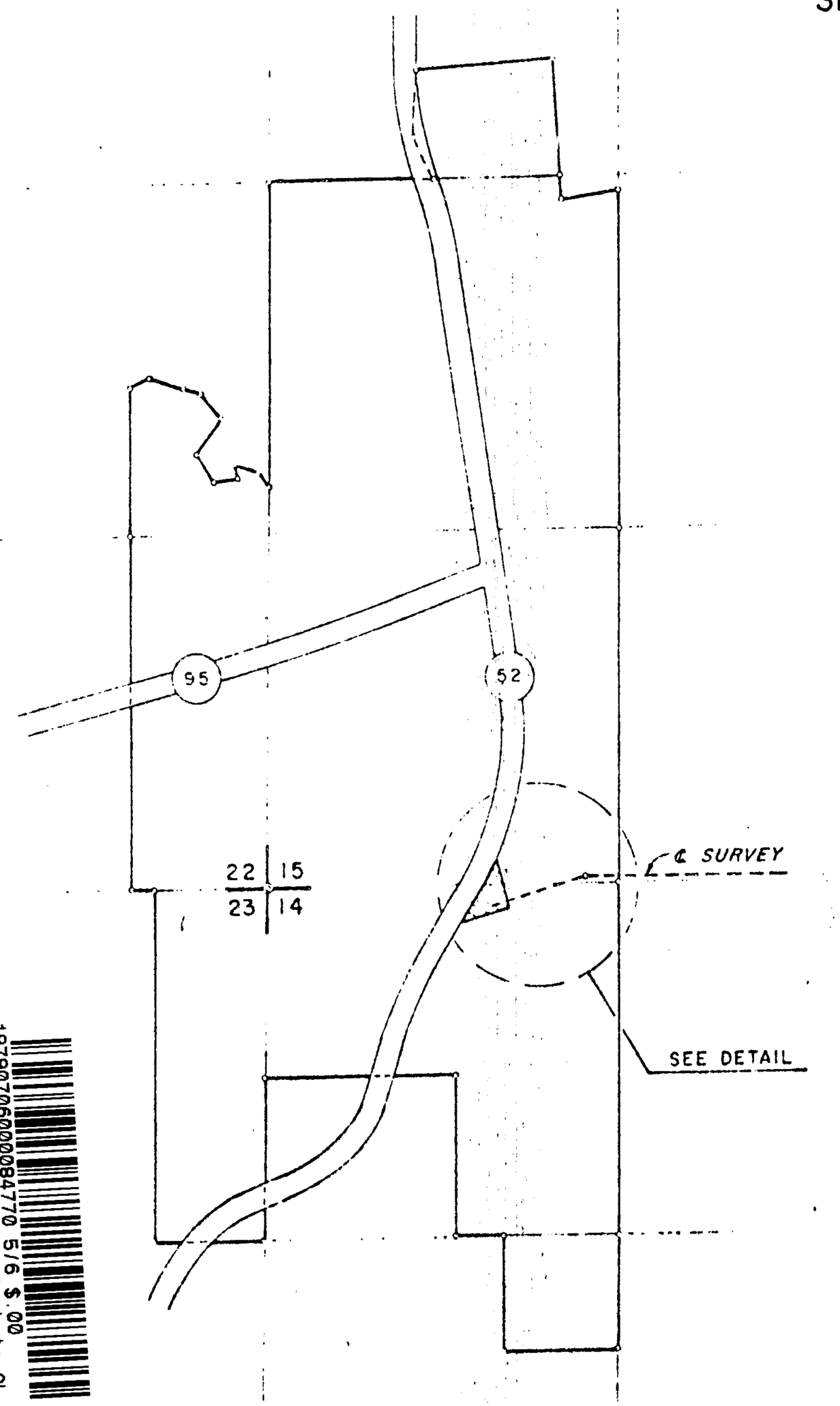
Jacqueline Stone Ross

Notary Public

SHELBY COUNTY, ALABAMA

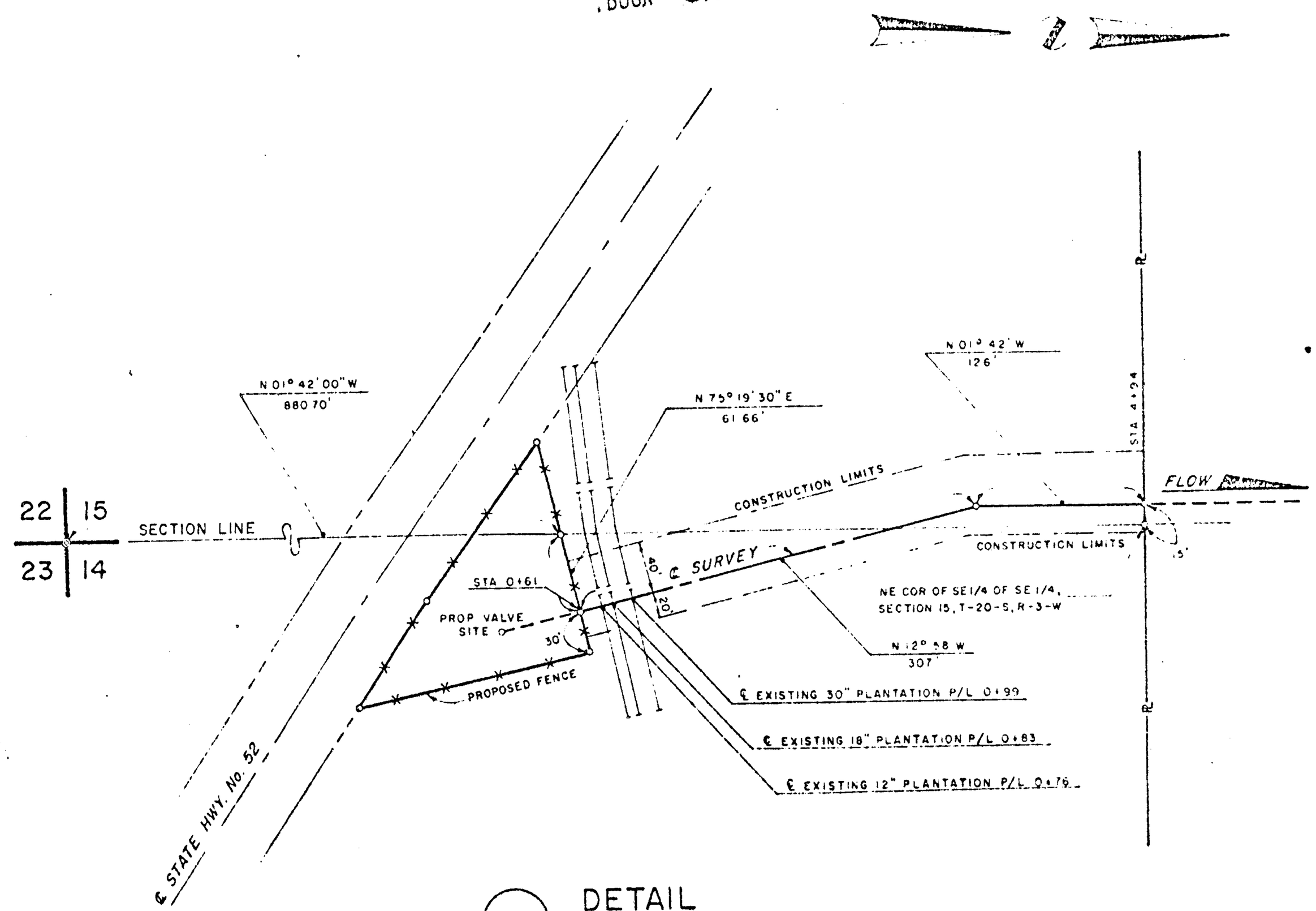
SECTIONS 14, 15, 22, & 23, T-20-S, R-3-W

BOOK 320 PAGE 505



PLAN

SCALE : 1" = 600'



DETAIL

SCALE: 1" = 100'

LOC. 405
AFE 2333

REFERENCE ALIGNMENT SHEET No. 5.325.431

REVISION	DATE		
		COLONIAL PIPELINE COMPANY ATLANTA, GEORGIA	DRAWN AE NOTES
		PROPOSED 16" COLONIAL PIPELINE CROSSING PROPERTY OF PLANTATION PIPELINE COMPANY	SCALE SHOWN DATE 4/12/79 CHECKED
		SHELBY COUNTY, ALABAMA	2.405.1A

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Shelby Cnty Judge of Probate, AL
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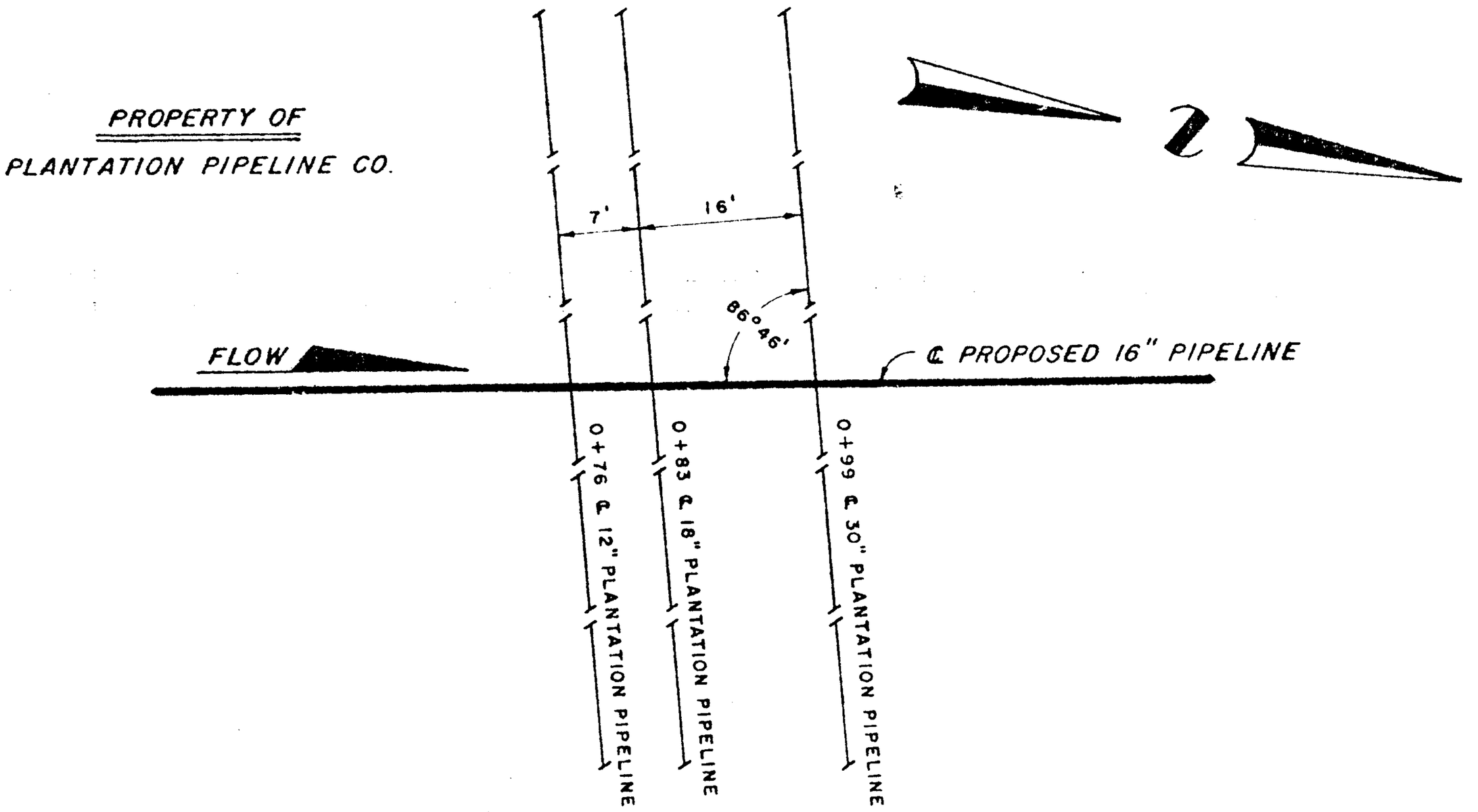
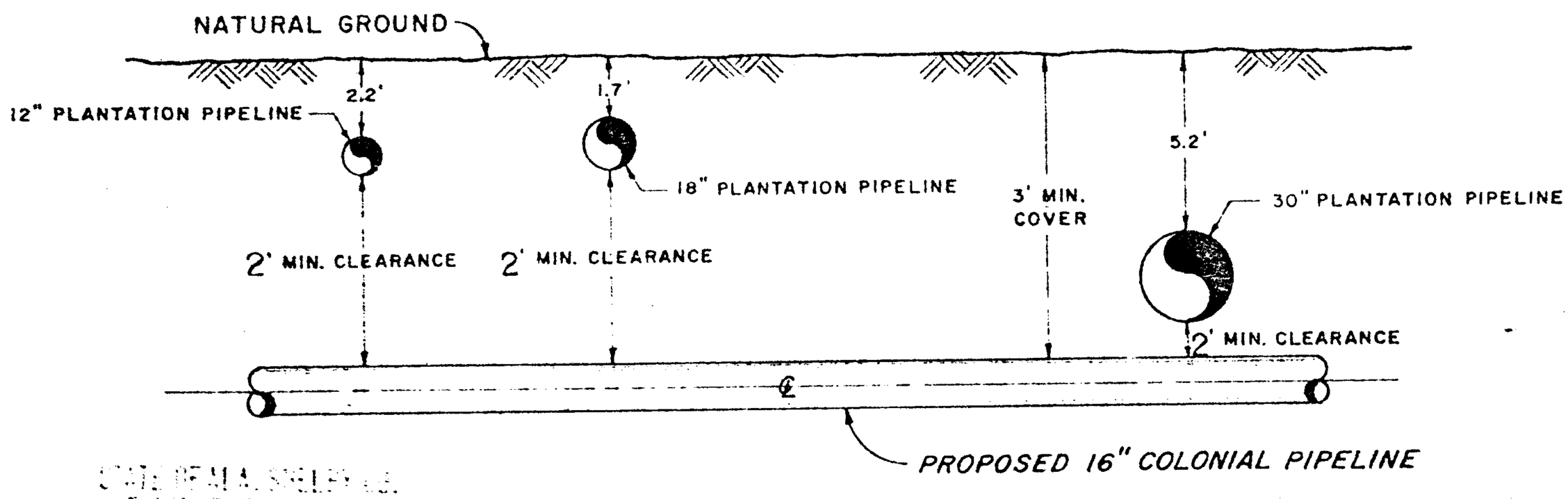
SHELBY COUNTY, ALABAMA
SECTION 15, T-20-S, R-3-W



PLAN
SCALE : 1" = 20'



PROFILE
N.T.S.

1979 JUL -6 AM 8:38
Deed Tax .50
Rec. 9.00
Ind. 1.00
10.50

ALIGNMENT MAP NO. 5.325.431

LOC. NO. 405
AFE 2333

△		
△		
△		
△		
△		
REVISION		DATE

COLONIAL PIPE LINE COMPANY
ATLANTA, GEORGIA

PROPOSED 16" O.D. PIPELINE
CROSSING

PLANTATION PIPELINES

SHELBY COUNTY, ALABAMA

DRAWN	J.S.
NOTES	P2.405.3 P. 1
SCALE	SHOWN
DATE	3/11/79
CHECKED	
	1.405.1.1

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