

PIPELINE EASEMENT

#107

FOR AND IN CONSIDERATION of the sum of nineteen & no/100 Dollars to the undesigned owner's paid, receipt of which is hereby acknowledged, the undesigned hereby grant(s), bargain(s), sell(s), convey(s) and warrant(s) to PLANTATION PIPE LINE COMPANY, A Delaware Corporation, its successors and assigns, a right-of-way and easement for the purpose of constructing, maintaining, operating, altering, repairing, removing, rechanging the size of, and replacing pipe 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 or gases, the Grantee to have the right to select the route, under, upon, over and through the lands situate in the County of Shelby, State of Alabama, described as follows:

$S\frac{1}{2}$ of $SE\frac{1}{4}$ of Section 4, Township 19, Range 2 East, Shelby County, Alabama.

with ingress and egress to and from the right of way.

And also the right to lay, construct, maintain, operate, alter, repair, remove and replace at any time additional lines of pipe adjacent to and parallel with the line above mentioned, upon payment for each additional so-laid, the consideration above named. Such additional lines shall be laid subject to the same right and conditions as apply to the original line. It is provided that all pipes lines constructed under this grant shall be confined to a strip of ground thirty feet in width, the center line of which shall be the center line of the first pipe line hereafter installed by Grantee over, upon, through, under or across said lands.

TO HAVE AND TO HOLD the said easements unto the PLANTATION PIPE LINE COMPANY, Its successors and assigns, so long as a pipe line is maintained thereon.

The undersigned Grantors, their, its successors, heirs or assigns, reserve the right to fully 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, successors and assigns, that the undersigned are the easement hereby granted.

The grantee, by the acceptance hereof, agrees to bury the pipe lines so that they will not interfere with the cultivation of the lands, and also to pay any damage to crops, fences and timber, which may arise from laying, maintaining, operating or removing such pipe lines. Said damage, if not mutually agreed upon to be ascertained and determined by three disinterested persons; one to be appointed by the undersigned successors heirs, or assigns; one by the Grantee, its successors or assigns, and the third by the two-persons aforesaid, and the award of such three persons, or any two of them, shall be final and conclusive.

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.

IN WITNESS WHEREOF this instrument is signed and sealed this 24th day of July, 1941.

WITNESSES

C. O. Larkin

Will W. Smith (SEAL)
Mrs. Madeline Smith (SEAL)

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, in and for said county, in said State, hereby certify that Will N. Smith and Madeline Smith whose names are 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 they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 24th day of July, 1941.

J. W. Moore, Justice of Peace, Shelby County

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, in and for said county, in said State, hereby certify that on this day came before me the within named Madeline Smith known to me to be the wife of the within named Will N. Smith so, being examined separate and apart from the husband touching her signature to the within conveyance acknowledged that she signed the same of her own free will and accord, without fear, constraints or threats on the part of the husband.

In witness whereof, I have hereunto set my hand and official seal this 24th day of July, 1941.

J. W. Moore, Justice of Peace, Shelby County

Filed in the office of the Probate Judge the 27th day of September, 1941 and recorded in the Book Record 112 on page 233.

L. C. Walker,
Judge of Probate

STATE OF ALABAMA
SHELBY COUNTY
I hereby certify that
\$ 50 Privilege Tax
has been paid on the within
instrument as required by
law.

L. C. WALKER,
JUDGE OF PROBATE