

## PIPELINE EASEMENT

#109

FOR AND IN CONSIDERATION of the sum of \$38.00

Thirty Eight & No/100-----DOLLARS

to the undersigned owner(s) paid, 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 Corporation, its successors and assigns, a right-of-way and easement for the purpose of constructing, maintaining, operating, altering, repairing, removing, changing 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 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 Alabam described as follows:

Beginning at NW corner of SW $\frac{1}{4}$  of NW $\frac{1}{4}$  of Section 27, Township 19, Range 1 East, thence South 108 feet to a ditch, thence down said ditch East 11 $^{\circ}$  South 59 $\frac{1}{2}$  feet, thence North 40 $^{\circ}$  East 256 to a rock corner, thence due East along a wire fence 2145 feet to Muddy Prong Creek, thence along the West line of said Creek to the North line of Section 27, Thence West to the NW corner of the NE $\frac{1}{4}$  of NW $\frac{1}{4}$ , 243 feet, thence West parallel with North line of Section 900 feet, thence South 182 feet, thence West 420 feet to West line of NW $\frac{1}{4}$  of NW $\frac{1}{4}$ , thence South 795 feet to point of beginning. Containing 100 acres more or less, Less 14 acres sold to J.P. Lybrand.

with ingress and egress to and from the said 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 line so laid, the consideration above named. Such additional lines shall be laid subject to the same rights and conditions as apply to the original line. It is provided that all pipe 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, 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 owner(s) of the above described lands and have the right, title and capacity to convey the right-of-way and 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 land, 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 25th day of July, 1941.

WITNESSES: I.N. HOLLINGSWORTH

MRS. J.W. LYBRAND (SEAL)  
J.W. LYBRAND (SEAL)

STATE OF ALABAMA

SHELBY COUNTY

I, the undersigned authority, in and for said County, in said State, hereby certify that J.W. Lybrand

whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 25th day of July, 1941.

STATE OF ALABAMA  
SHELBY COUNTY

I hereby certify that  
\$ 50 P. & M. Tax  
has been paid within  
the time required by

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 Mrs. J.W. Lybrand,

known to me to be the wife of the within named J.W. Lybrand

who, 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 25th day of July, 1941.

J.W. Moore  
Justice of Peace.

FILED IN OFFICE THIS THE 27

DAY OF SEPTEMBER, 1941 AT 1:00

P.M. RECORDED IN VOL. 112

PAGE 235

L.C. WALKER Judge of Probate