

FOR AND IN CONSIDERATION of the sum of \$5.00

Five & 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, changing the size of, and replacing pipe for the transportation as a common carrier for hire of oal, 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

PIPELINE EASEMENT

Shelby, State of Alabama described as follows:

12 acres beginning at NN corner of NNE of NNE of Section 27, Township 19,

Range 1 East, thence East 140 yezds, thence South 81 1/3 yards to point of beginning, thence run South 420 feet, thence South 454 st 954 feet, thence North 598 feet, thence West 954 feet to point of beginning.

Also beginning at the NW corner of the NEE of NWE Section 27 Township 19, Range 1 East, thence South 960 feet to a ditch, thence NE along ditch, 200 feet thence North 960 feet to Section line, thence West 200 feet to point of beginning.

Also beginning at NW corner of NH of NH of Section 27, thence South 525 feet to the beginning point, thence East 249 feet, thence SW 252 feet, thence West 129 feet, thence North 252 feetito point of beginning.

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, 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 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 cultigation 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 condlusive.

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 25 day of July, 1941.

WITNESSES: I.N. HOLLINGSWORTH

STATE OF ALABAMA SHELBY COUNTY I hereby certify that

50 Rrivilege Tax STATE OF ALABAMA has been paid on fired within SHELEY COUNTY instrument as required by I, the undersigned authority, in and for said County, in said State, hereby certify that J.P. Lybrand and wife Ella Lybrand whose names are signed to the foregoing conveyance, and who are 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.

(SEAL) J.P. LYBRAND (SEAL) ELLA LYBRAND

J.W. Moore

J.W. MOORE

JUSTICE OF PEACE.

Justice of Peace

STATE OF ALABAMA

SHELBYCCOUNTY

I, the undersigned authority, in and for said County, in said State, hereby certify that on this day came before me the within named Ella Lybrand known to me to be the wife of the within named J.P. 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 day off

FILED IN OFFICE THIS "27 DAY OF SEPTEMBER, AT 1:00 P.M. RECORDED IN VOL 112 PAGE 236

E.C. WALKER Judge of Probate