

PIPELINE EASEMENT

133

FOR AND IN CONSIDERATION of the sum of \$3.00

Three & 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, 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 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:

Commence at NW corner of SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 27, Township 19, Range 1 East, thence 3 $\frac{1}{2}$ ⁰ 30' East, ~~thence 3 $\frac{1}{2}$ ⁰ 30' East~~ along North line of said forth 108---, thence down ditch East 11⁰ 3594 feet, thence North 40⁰ East 250 feet to rock corner, thence due East along a wire fence to Muddy Prong Creek 2445 feet, thence Southerly direction along meanderings of said creek to the intersection of said creek with South boundary line of SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 27, Township 19, Range 1 East, thence West to Section line beginning 27 and Sections 28, thence North along West line of SW $\frac{1}{4}$ of NW $\frac{1}{4}$ to point of beginning, except 2 $\frac{1}{2}$ acres in SW corner of SW $\frac{1}{4}$ of NW $\frac{1}{4}$,

Also the following described lands, commence at point on Section line between Sections 27 and 28, 453 feet South of NW corner of SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 27, Thence West 1⁰ 3' South 160 feet to road, thence North 3⁰ 30' ~~South 160 feet to road, thence North 2⁰ 20'~~ East along road 424 feet, thence East 1⁰ 30' North 78 feet, thence South 65⁰ East 155 feet to Section line between Sections 27 and 28, thence South along Section line to point of beginning, containing 1 acre and being in NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 28, Township 19, Range 1 East.

Also 4 acres commence at SE corner of SE $\frac{1}{4}$ of NE $\frac{1}{4}$, thence North along Section line 847 feet, thence West 179 $\frac{1}{2}$ feet, thence North 140 yards, thence West 140 yards, thence South 140 yards, thence East 140 yards to 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 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, their 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 4th day of August, 1941.

WITNESSES: I.N. HOLLINGSWORTH

ADRIAN MOORE (SEAL)
CHRISTINE MOORE (SEAL)

STATE OF ALABAMA

SHELBY COUNTY

I, the undersigned authority, in and for said County, in said State, hereby certify that Adrian Moore, 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 4th day of August, 1941.

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 Christine Moore known to me to be the wife of the within named Adrian Moore 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 4th day of August, 1941.

FILED IN OFFICE THIS THE 27 DAY
OF SEPTEMBER, 1941 AT 1:00 P.M.
RECORDED IN VOL. 112 PAGE 251

L.C. WALKER *JUDGE OF PROBATE

STATE OF ALABAMA
SHELBY COUNTY
I hereby certify
J.W. MOORE \$.50 Privilege
JUSTICE OF PEACE has been paid on the w
Instrument as required
law.

L. C. WALKER
JUDGE OF PROBATE

J.W. MOORE
JUSTICE OF PEACE