

PIPELINE EASEMENT

#188

FOR AND IN CONSIDERATION of the sum of Ten & 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 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 L.C. Elliott's lot, thence North to Vincent dirt road, thence NE along said road to Summers line, thence South to C.M. Elliott's lot, containing 29 acres more or less and being on South side of S $\frac{1}{2}$ of NE $\frac{1}{4}$ Section 9, Township 19, Range 2 East.

Also all that part of NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 9 that lies West of the Caldis Road and 15 acres in SE $\frac{1}{4}$ of NE $\frac{1}{4}$ Section 4, Township 19, Range 2 East. And 8 acres across the North side of NE $\frac{1}{4}$ of NW $\frac{1}{4}$ West of Caldis road in Section 9, Township 19, Range 2 East, containing in all 82 acres more or less.

Also starting 80 feet West of NW corner of garden and 110 feet West of NW corner of Barn and run North 423 feet, thence West by an old gate and pine tree to the branch and thence down said branch to pine tree and stake, thence East 182 feet to starting point, containing 4 acres more or less, making in all 86 acres more or less.

A more definite description of the 29 acres-Commence at Stake 42° 30' East from NW corner of NW $\frac{1}{4}$ of SE $\frac{1}{4}$ Section 9, Township 19, Range 2 East, thence North 4° East 32 half chains to Vincent dirt road, thence east along said road 45 half chains to the Summers line, thence South 2° 15' East along Summers line to C.M. Elliott's lot, thence West to point of beginning, being part of S $\frac{1}{2}$ of NE $\frac{1}{4}$ Section 9, Township 19, Range 2 East, containing 29 acres more or less. Commence at NE corner of SE $\frac{1}{4}$ of NW $\frac{1}{4}$, thence West 2° 15' South 15 half chains and 19 links to Caldis Dirt road, thence NE along Caldis road 43 half and 25 links to a point in Caldis road East of NE corner of NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 9, Township 19 Range 2 East, containing 32 $\frac{1}{2}$ acres lying west of Caldis dirt road and 8 acres on North side or end of SE $\frac{1}{4}$ of NW $\frac{1}{4}$ West of Caldis road in Section 9 Township 19 Range 2 East. And 15 acres on South side of SE $\frac{1}{4}$ of NW $\frac{1}{4}$ Section 4, Township 19, Range 2 East.

Commence at NE corner of NW $\frac{1}{4}$ of SW $\frac{1}{4}$, thence North 10° East 10 half chains and 14 link to SE corner of house lot, thence round lot as described in Deed containing 4 acres, being part of S $\frac{1}{2}$ of NW $\frac{1}{4}$ Section 9, Township 19, Range 2 East, containing 86 acres more or less. All in Shelby County, Ala.

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, 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 23 day of July, 1941.

WITNESSES: C.O. LARKIN:

PAULINE ARMSTRONG (SEAL)
B.S. ARMSTRONG (SEAL)

STATE OF ALABAMA

SHELBY COUNTY

I, the undersigned authority, in and for said County, in said State, hereby certify that Pauline Armstrong and B.S. Armstrong 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 23 day of July, 1941.

STATE OF ALABAMA
SHELBY COUNTY

I hereby certify that
\$ 50.00 Payable Tax
has been paid on the within
instrument as required by
law.

STATE OF ALABAMA

SHELBY COUNTY

J.W. Moore
Justice of Peace-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 Pauline Armstrong known to me to be the wife of the within named B.S. Armstrong

Armstrong 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 23 day of July, 1941.

J.W. Moore, Justice of Peace.

FILED IN OFFICE THIS THE 27
DAY OF SEPTEMBER, 1941 AT 1:00
RECORDED IN VOL. 110 PAGE 285.

L.C. WALKER-JUDGE OF PROBATE.