

PIPE LINE EASEMENT

#915

FOR AND IN CONSIDERATION of the sum of ---One Hundred & Thirteen & no/100---DOLLARS to the undersigned owners paid, receipt of which is hereby acknowledged, the undersigned hereby grant, bargain, sell, convey and warrant 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: As a pipe line surveyed in State

N $\frac{1}{2}$ of NE $\frac{1}{4}$ Section 8, Township 24, Range 13 East, in Shelby County, Alabama.

SE $\frac{1}{2}$ and S $\frac{1}{2}$ of NE $\frac{1}{4}$ and 8 acres off South end of NE $\frac{1}{4}$ of NE $\frac{1}{4}$ Section 24, Township 22, Range 3 West, in Shelby County, Alabama.

10 acres of land off West side of NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 5, Township 24, Range 13 East, lying South of Columbiana and Montevallo Highway, said strip of land being 110 yards and running across said forty North and South.

Also 10 acres of land on West side of SW $\frac{1}{4}$ of NE $\frac{1}{4}$ Section 5, Township 24, Range 13 East, being a strip of land 110 yards wide off West side of said forty acres, and lying South of Montevallo and Calera Highway.

Tract of land commencing on West line of NE $\frac{1}{4}$ Sec. 5, Township 24, Range 13 East at the crossing of the Southern Railroad, thence North to the Base South to the Railroad, thence West along the Railroad to point of beginning.

All in Shelby County, Alabama.

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, 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 owners 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 30th day of September, 1941.

(Pipe Line Easement)

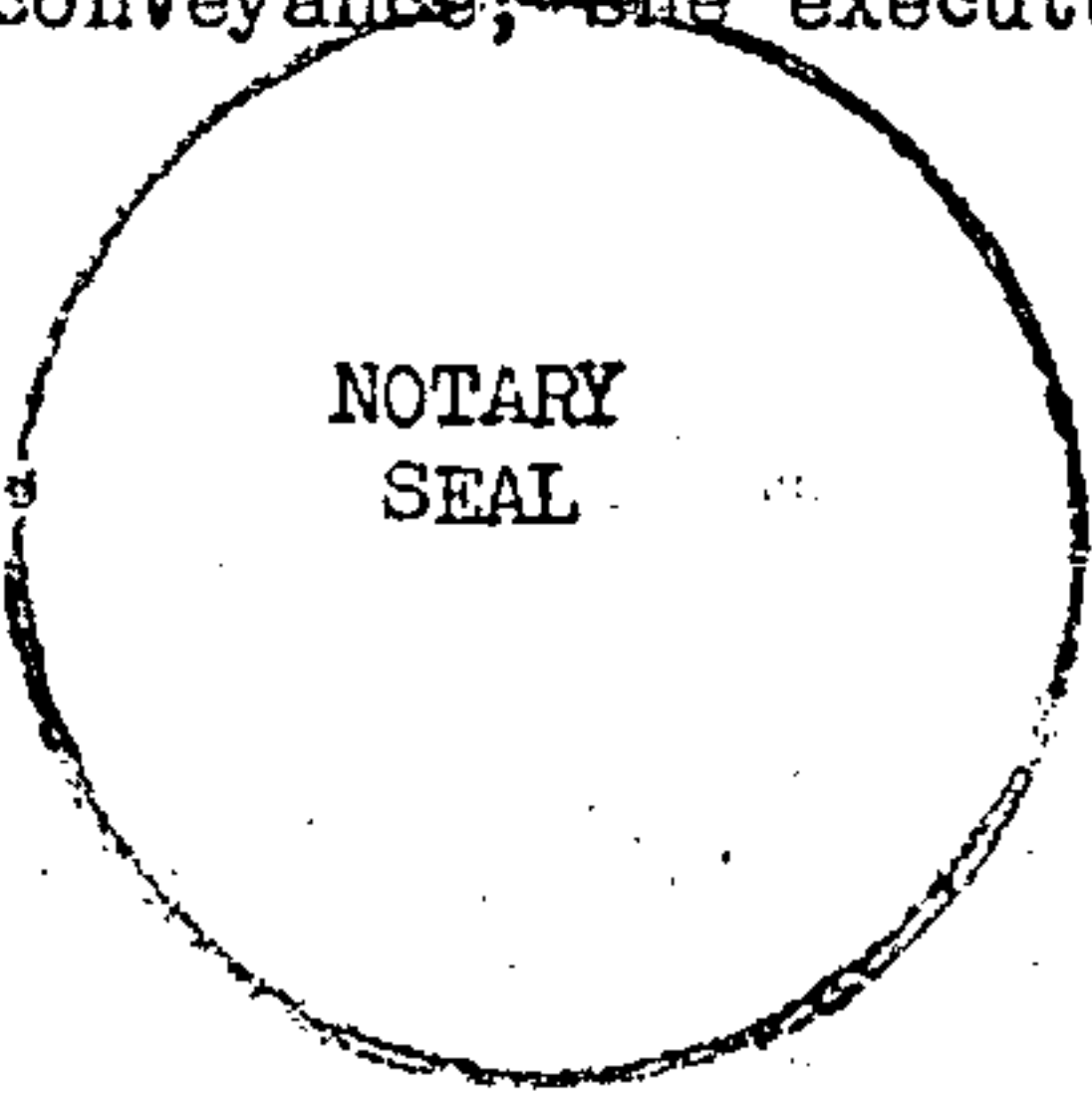
WITNESSES: T. G. Hubbard
R. N. Holt

- Julia Poynor Hardy (SEAL)
- Agnes Hardy Thomason (SEAL)
- W. D. Thomason (SEAL)
- John Hardy (SEAL)
- Gertrude Lester Hardy (SEAL)
- Fred H. Hardy, Jr. (SEAL)
- Alice Reid Hardy (SEAL)
- Emily Hardy Rush (SEAL)
- James A. Rush (SEAL)
- Julian P. Hardy (SEAL)
- James D. Hardy (SEAL)
- William Taylor Hardy (SEAL)
- Ethel Carter Hardy (SEAL)

State of Alabama, |
SHELBY COUNTY |

I, L. E. Shaw, a Notary Public in and for said County, in said State, hereby certify that Julia Poynor Hardy, a widow, 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.

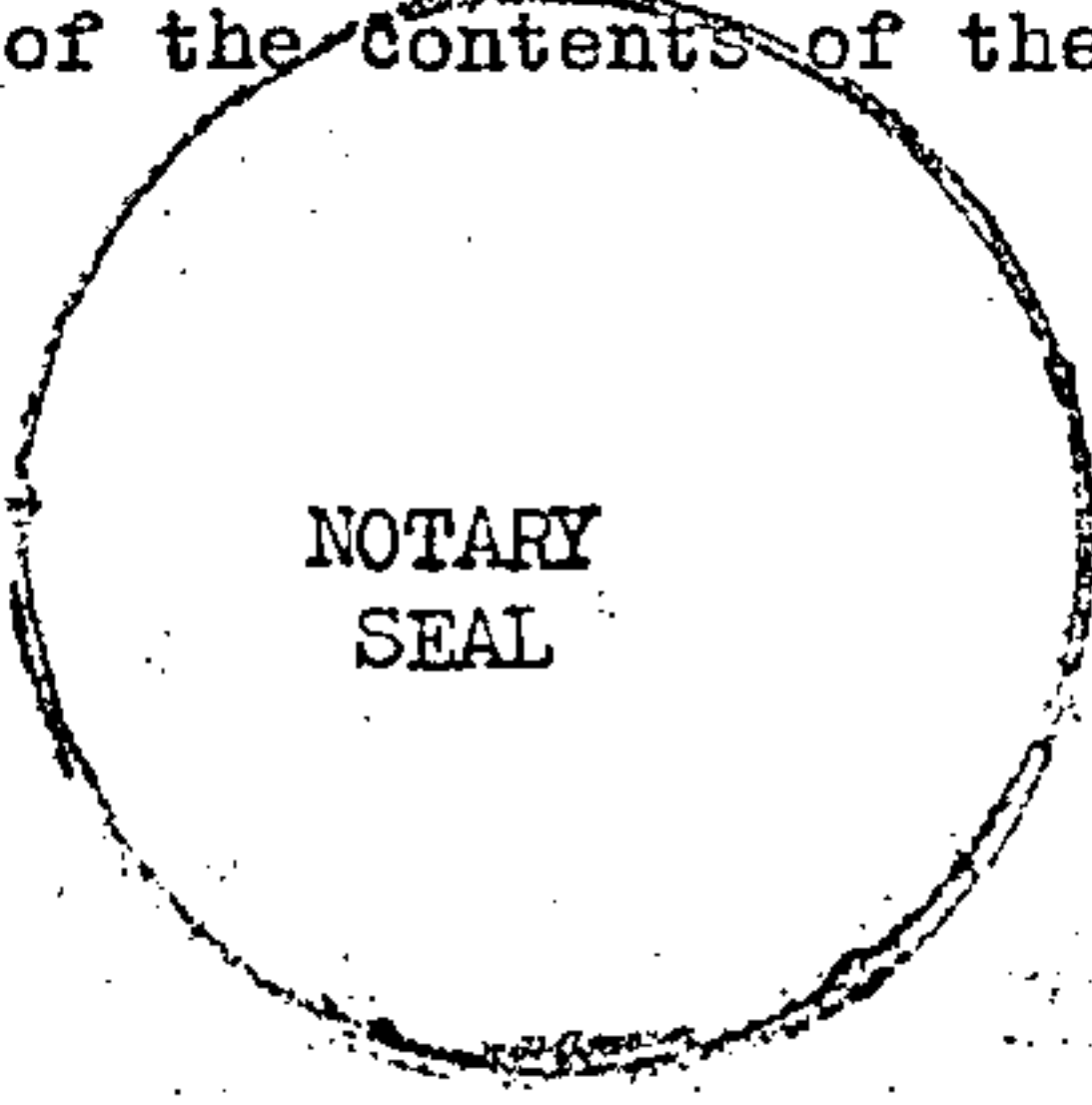
Given under my hand this the 30th day of September, 1941.
L. E. Shaw
Notary Public



State of Alabama |
Dale County |

I, Serena Bottoms, a Notary Public in and for said County, in said State, hereby certify that Agnes Hardy Thomason and husband, W. D. Thomason, 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.

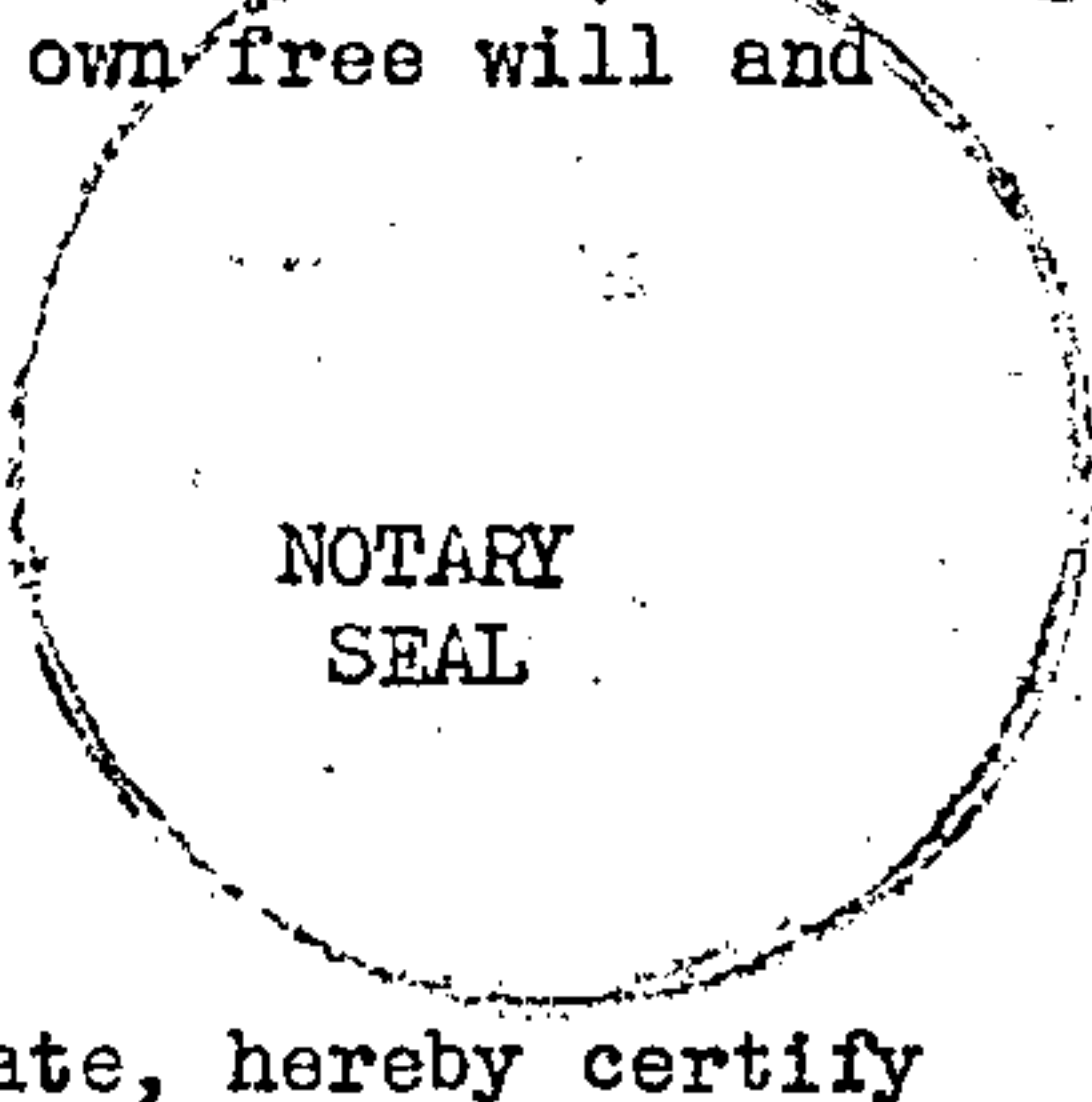
Given under my hand and seal of office this the 25th day of October, 1941.
Serena Bottoms
Notary Public



The State of Alabama |
Dale County. |

I, Serena Bottoms, a Notary Public in and for said County, in said State, hereby certify that on the 25th day of October, 1941, came before me the within named Agnes Hardy Thomason, known to me to be the wife of the within named W. D. Thomason, 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, and without fear, constraint, or threats on the part of the husband.

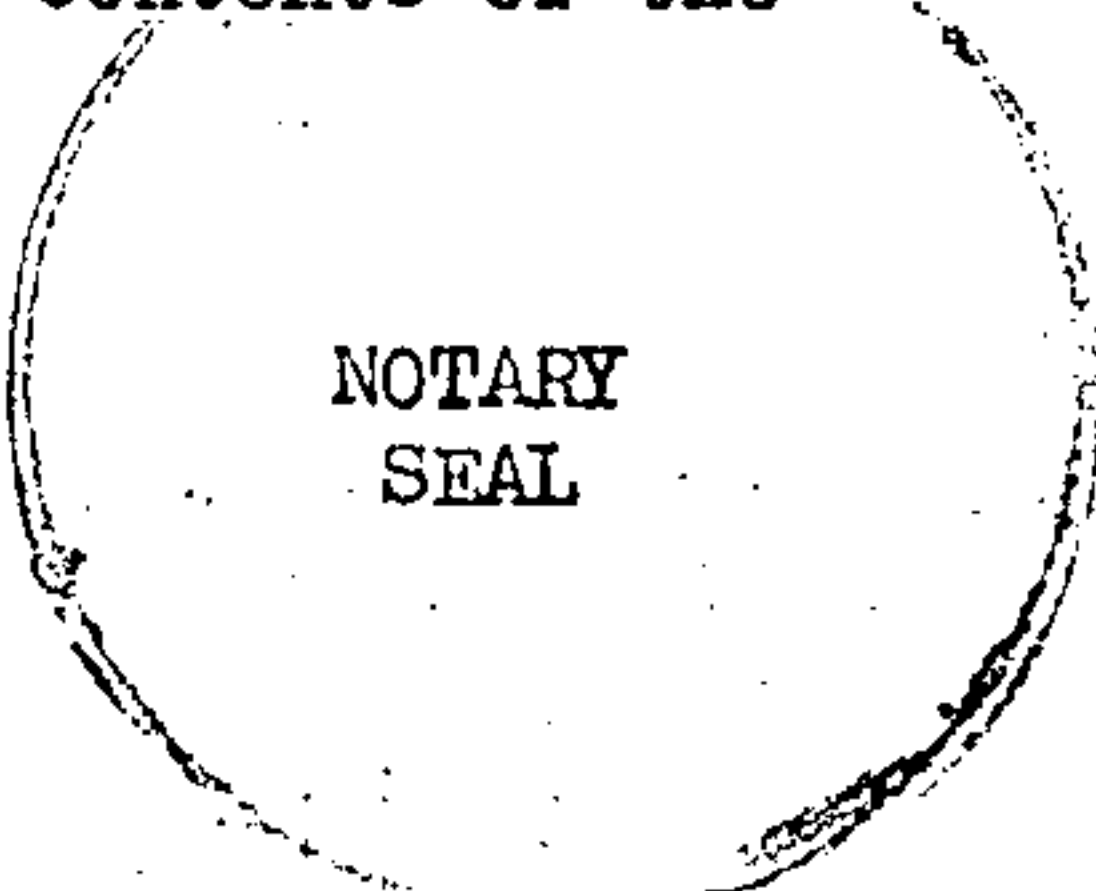
Given under my hand and seal of office this the 25th day of October, 1941.
Serena Bottoms
Notary Public



State of Alabama |
Shelby County |

I, L. E. Shaw, a Notary Public in and for said County, in said State, hereby certify that John Hardy and wife, Gertrude Lester Hardy, 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.

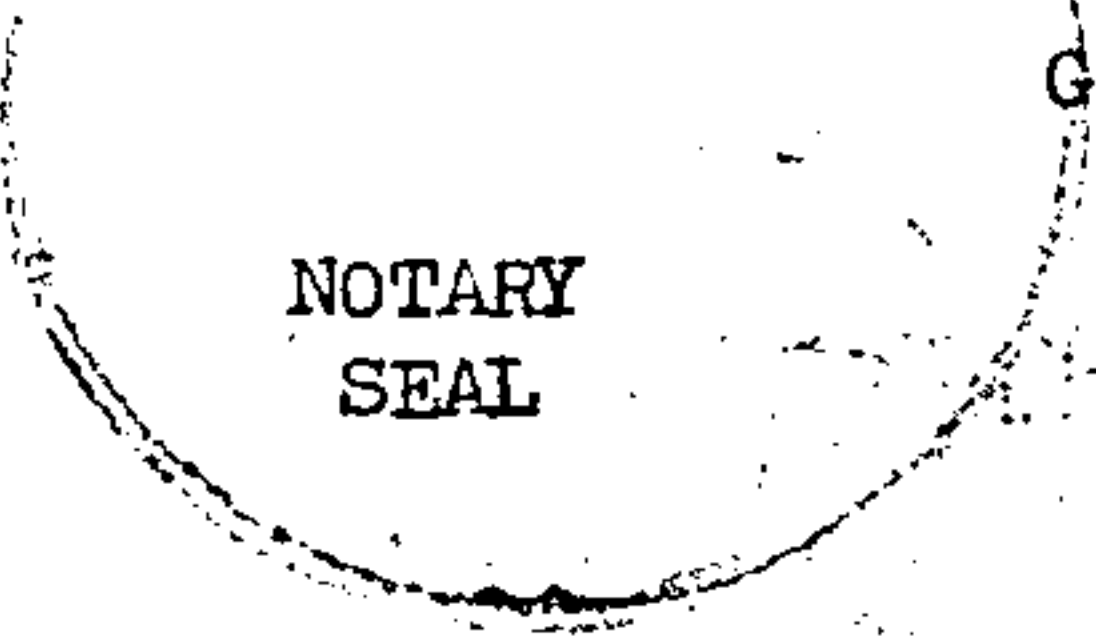
Given under my hand and seal of office this the 1st day of October, 1941.
L. E. Shaw
Notary Public



The State of Alabama |
SHELBY COUNTY |

I, L. E. Shaw, a Notary Public in and for said County, in said State, hereby certify that on the 1st day of October, 1941, came before me the within named Gertrude Lester Hardy, known to me to be the wife of the within named John Hardy, 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, and without fear, constraint, or threats on the part of the husband.

Given under my hand and seal of office this the 1st day of October, 1941.
L. E. Shaw, Notary Public



(Pipe line easement continued)

STATE OF ALABAMA |
MONTGOMERY COUNTY. |

I, John Slaton, a Notary Public in and for said County, in said State, hereby certify that Fred H. Hardy, Jr., and wife Alice Reid Hardy, 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 seal of office this the 24 day of October, 1941.

John Slaton
Notary Public

NOTARY
SEAL

THE STATE OF ALABAMA |
MONTGOMERY COUNTY. |

I, John Slaton, a Notary Public in and for said County, in said State, hereby certify that on the 24 day of October, 1941, came before me the within named Alice Reid Hardy, known to me to be the wife of the within named Fred H. Hardy, Jr., 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, and without fear, constraint or threats on the part of the husband.

Given under my hand and seal of office this the 24 day of October, 1941.

John Slaton
Notary Public

NOTARY
SEAL

STATE OF FLORIDA |
DADE COUNTY. |

I, Samuel Segall, a Notary Public in and for said County, in said State, hereby certify that Emily Hardy Rush and husband, James A. Rush, 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 seal of office this the 13th day of October, 1941.

S. Segall, Notary Public
Notary Public, State of Florida at Large
My Commission Expires Feb. 2, 1942.

The State of Florida |
Dade County. |

I, Samuel Segall, a Notary Public in and for said County, in said State, hereby certify that on the 13th day of October, 1941, came before me the within named Emily Hardy Rush, known to me to be the wife of the within named James A. Rush, 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, and without fear, constraint, or threats on the part of the husband.

Given under my hand and seal of office this the 13th day of October, 1941.

Samuel Segall, Notary Public, State of Florida at large
My Commission Expires Feb. 2, 1942

NOTARY
SEAL

State of Pennsylvania |
County of Philadelphia |

I, George E. Nitzsche, a Notary Public in and for said County in said State, hereby certify that Julian P. Hardy and James D. Hardy, both unmarried men, 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.

G. E. Nitzsche
Notary Public
Com. Exp. Jan. 24, 1945

State of Alabama |
Tuscaloosa County |

I, Ernest Williams, a Notary Public in and for said County, in said State, hereby certify that William Taylor Hardy and wife, Ethel Carter Hardy, 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 seal of office this the 20 day of October, 1941.

STATE OF ALABAMA
SHELBY COUNTY

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

Ernest Williams
Notary Public
Notary Public, Tuscaloosa County, Alabama
My Commission Expires November 1, 1943

NOTARY
SEAL

The State of Alabama |
Tuscaloosa County |

I, L. E. Shaw, a Notary Public in and for said County, in said State, hereby certify that on the 20 day of October, 1941, came before me the within named Ethel Carter Hardy, known to me to be the wife of the within named William Taylor Hardy, 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, and without fear, constraint, or threats on the part of the husband.

Given under my hand and seal of office this the 20 day of October, 1941.

L. E. Shaw
Notary Public

NOTARY
SEAL

Filed for record in this office on the 2nd day of January, 1942, at 8 A.M. and duly recorded on the 8th day of January, 1942 in Deed Record No. 112 on Page 595.

L.C. Walker, Judge of Probate