PIPE LINE EASEMENT

#1121

STATE OF ALABAMA)

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of Five Hundred and no/100 (\$500.00) Dollars to the undersigned grantor, J. Ross Hanahan, in hand paid by the PLANTATION PIPE LINE COMPANY, a Delaware corporation, recept of which is acknowledged, the said J. Ross Hanahan and his wife, maria G. Hanahan, do hereby grant, bargain, sell and convey to the said PLANTATION PIPE LINE COMPANY, a corporation aforesaid, the right of way, easement and privilege to construct a pipe line through, over and under the land of the undersigned, the same being a strip ten (10) feet on each side of the center line of said pipe line, said center line being more particularly described as follows:

A strip of ground out of $SW_{4}^{\frac{1}{4}}$ of $SW_{4}^{\frac{1}{4}}$ of Section 23 and $W_{8}^{\frac{1}{2}}$ of $SW_{4}^{\frac{1}{4}}$ of Section 26, all in Township 20, Range 3 West, Shelby County, Alabama, the center line of said strip being described as follows: Beginning on the west line of $SW_{4}^{\frac{1}{4}}$ of $SW_{4}^{\frac{1}{4}}$ of Section 23, Township 20, Range 3 West, at a point 755.5 feet north of SW corner of said Section 23; thence south 25 degrees 32 minutes east a distance of 96.4 feet to a point; thence south 26 degrees 8 minutes east a distance of 1996.5 feet to a point; thence south 0 degrees 6 minutes east a distance of 1445.4 feet to a point on the south line of $W_{2}^{\frac{1}{4}}$ of SECTION 26, Township 20, Range 3 West, said point being 629.2 feet east of SW corner of $W_{2}^{\frac{1}{4}}$ of SECTION 26, of said Section 26,

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, subject to the following terms stipulations and agreements.

TERMS, STIPULATIONS AND AGREEMENTS

- 1. Said corporation, its successors and assigns shall have the right to construct, maintain, operate, remove, change the size of and replace pipes, for the transportation as a common carrier for hire of oil, crude petroleum and products and combinations thereof of similar thereto, artificial gas, casing-head and natural gasoline and any other liquids or gases in and through the pipes laid upon said lands, in under and upon said twenty foot right of way.
- 2. That all pipes constructed under this grant, shall be confined to a strip of land twenty (20) feet in width, the center line which shall be the center line of the pipe line now or hereafter installed by said corporation over, upon, through, over or across said lands...
- 3. If said pipe line is not constructed within six months from the date of this grant, or if said pipe line is abandoned by the grantee and not maintained or used for the purposes herein stated for a continuous period of six (6) calendar months, then upon the happening of either of the said events, all the rights herein granted shall revert to the grantors their heirs or assigns as fully and to the same extent as if this grant had not been made, and the grantee shall thereafter have no further rights or privileges therein.
- 4. The grantee herein agrees that it will, at its own cost and expense, restore any fences, building or structures that may be upon said land, and upon its failure to-do so the grantors may affect such restoration at the cost and expense of the grantee, which it hereby agrees to pay, upon giving thirty (30) days notice in writing, addressed to the grantee, postage prepaid, to its designated agent in the State of Alabama. The consideration recibed heretofore, shall however, cover and include all damages done by grantee to the land, including timber, located within said twenty foot right of way, up to and including the completion of construction and installation of said pipe line.
- 5. The grantee likewise assumes and does hereby assume all liability for any injury to persons and damage to peoperty which may be occasioned by breaking of said pipe line, or other causes during construction and operation of said pipe line. Said damages not mutually agreed upon may be determined by arbitration as provided by Chapter 19, Title 7, of the Code of Alabama 1940, at the option of the parties hereto.
- 6. The grantee by the acceptance of this grant agrees to bury the pipe line to a sufficient depth below

the normal level of the ground and over which they may be constructed, so that said pipes will not interfere with the use of said strip for cultivation or agricultural purposes, for building fences over or across the same, or other uses which may not interfere with the reasonable and proper use of said strip of land by the grantee herein.

- 7. It is especially understood and agreed that under this grant no buildings strucures, pumping stations or telephone lines will be constructed on said pipe line right of way.
- 8, This grant shall not be of force or effect until executed by the grantors herein and the terms herein expressed are agreed to by the grantee, to be executed by an officer of said corporation having authority to accept this grant under the terms herein expressed.
- 9. It is further understood and agreed that this instrument consitutes the entire contract between the parties hereto and that no representation or agreements either oral or written made by any person with reference to the subject matter of this instrument shall alter or vary the terms hereof, unless made in legal terms in writing by the principals hereto.

IN WITNESS WHEREOF, the Grantors hereto have affixed their signatures and seal, this 17 day of November, 1941.

> J.Ross Hanahan (SEAL)

Maria G. Hanahan (SEAL)

State of South Carolina) Charleston County

I, Lawrence A. Michel, a Notary Public, in and for said State, in said County, hereby certify that J. Ross Hanahan and Maria G. Hanahan, 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 of office, this 17th day of November, 1941.

Lawrence A. Michel, Notary Publid

Seal

State of South Carolina Charleston County

I, Lawrence A. Michel, a Notary Public in and for said County, in said State, hereby certify that on the 17 day of November, 1941, came before me the within named Maria G. Hanahan, known to me to be the wife of the within named J. Ross Hanahan, 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 official seal of office this 17th day of November, 1941.

Lawrence A. Michel, Notary Public

L. C. Walker, Judge of Probate

Seal

The undersigned PLANTATION PIPE LINE COMPANY hereby accepts the foregoing grant and agrees to all the STIUPLATIONS, CONDITIONS and AGREEMENTS therein set forth.

IN WITNESS WHEREOF, the said Grantee has caused this agreement to be executed by its President and its corporate seal to be hereto attached, attested by its Asst. Secretary, this 1st day of December, 1941.

PLANTATION PIPE LINE COMPANY

BY C. R. Younts President.

ATTEST:

V. Kane, Asst. Secretary

(Seal)

Filed for record in this office on the 29th day of January, 1942, at 1 o'clock P.M. and duly recorded on the 2nd day of February, 1942, in Deed Record Vol. 113, Page 50.

SHELBY COUNTY

hereby centify that · Co Privilege Tax has been paid on the within Instrument as required by

L. C. WALKER

JUDGE OF PROBATE

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