PIPE LINE EASEMENT

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State of Alabama,
Shelby County

For and in consideration of the sum of one hundred, fifty & 00/100 dollars to the undersigned, Stone Products Corporation, a corporation, in hand paid by Plantation Pipe Line Company, the receipt of which is acknowledged, the said Stone Products Corporation, a corporation, does hereby grant, bargain, sell and convey unto said Plantation Pipe Line Company, 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, casing head and natural gasoline, and any other liquids or gasses, such right of way and easement being thirty (30) feet wide; that is, fifteen (15) feet on each side of the center line thereof as surveyed and staked out, under, upon, over and through the lands situate in the County of Shelby, State of Alabama, described as follows:

The southwest quarter of the south west quarter  $(SW_{4}^{1} \text{ of } SW_{4}^{1})$  of Section eight (8); west half of north west quarter  $(W_{2}^{1} \text{ of } NW_{4}^{1})$  of Section Seventeen (17); and west half of north west quarter  $(W_{2}^{1} \text{ of } NW_{4}^{1})$  and northeast quarter, and north east quarter of north west quarter  $(NE_{4}^{1} \text{ & } NE_{4}^{1} \text{ of } NW_{4}^{1})$  of Section Eighteen (18), all in Township 19, Range 2 East; with ingress and egress to and from said right of way;

And, also the right to lay, construct, maintain, operate, alter, repair, remove and replace at any

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time additional lines of pipe adjacent to and parallel with the line above mentioned upon payment for each additional line so laid of the sum of one hundred and fifty dollars; such additional line shall be laid subject to the same rights and conditions as apply to the original line.

It is provided that the pipe lines constructed under this grant shall be confined to a strip of ground. thirty (30) feet in width, the center line of which shall be the center line hereinbefore described or the center line of such right of way as the same may be hereafter relocated pursuant to the terms and provisions hereof.

PROVIDED, that said right of way and easement is hereby granted with the right reserved to the grantor to require the removal of said pipe line, or any portion or portions thereof, from the location hereinbefore described whenever its location along the line hereinbefore described or its maintenance along such line shall interfere with the use of said tract of land, or any portion or portions thereof, by the grantor, or its assigns, or any lessee or lessees of grantor, in the quarrying of limestone from said lands or the construction and operation at such place or places on said land as they or any of them may select therefor of a lime manufacturing plant, cement manufacturing plant, carbon dioxide manufacturing and recovery plant, and other plant or plants for the processing of lime stone and manufacturing of lime, cement, mortars, dry ice and any other products from limestone; and the transportation of such limestone, lime, cement, mortars, dry ice and other products of limestone; and the relocation of such pipe line and the right of way therefor, under, upon, over and through said lands where the same will not interfere with such use or uses of said lands or any portion or portions thereof by the grantor, its assigns or its lessees; and the grantee hereby accepts the grant of such right of way upon condition that grantee shall have such rights to require the removal and relocation of such pipe line and right of way therefor, or any portion or portions thereof, in the event or for the reason or reasons above set forth, and by acceptance of this deed covenants and agrees for itself, its successors and assigns, that upon receipt of notice from the grantor, its assigns or lessess, of written notice to remove and relocate such pipe line and right of way therefor to a placeor places designated in said notice, the grantee, its successors or assigns, will promptly remove and relocate said pipe line to the place or places designated in such notice and thereafter shall have such right of way thirty (30) feet wide as newly located with the same title thereto and rights therein as it would have had if such newly located right of way had been described herein, and shall thereafter have no right, title, interest or claim in or to that part of the right of way herein described from which such pipe or pipes shall have been removed.

The grantor agrees that in requiring the removal and relocation of such pipe line and right of way therefor in the event or for the reasons aforesaid, its assigns or lessees, will consult with grantee respecting the most convenient and suitable route or location for the right of way at a place or places where it will not interfere with the said use or uses of said lands by the grantor, its assigns or lessees, and will endeavor to agree with the grantee, its successors or assigns on the location to which such right of way and pipe line shall be removed.

The said right of way and easement hereby granted to said Plantation Pipe Line Company, subject to the rights of Mrs. Annie Lee o'Neal, from whom grantor herein has said property leasded.

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 right of the grantor to require the said right of way and pipe line to be relocated, as aforesaid, and subject to the rights of said Annie Lee O'Neal in and to said lands under the said lease hereinbefore mentioned.

The undersigned grantor, its assigns or successors, 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 grantor covenants to and with the grantee, its successors and assigns, that the undersigned is the owner of the above described lands and has the right, title and capacity to convey the right of way and easement hereby granted, subject to the rights of said Annie Lee O'Neal under said lease.

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, timber, buildings, improve-

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ments, equipments and property of grantor, its assigns or tenants, 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 or its 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.

The grantee by the acceptance hereof also agrees and covenants with the lessor, its assigns and lessees, that they shall not nor shall any of them be liable to the grantee, its successors or assigns, for any injury or damage to said pipe line or loss to the grantee, its successors or assigns, caused by quarrying operations on said property, the blasting of limestone or the operation of a lime or cement manufacturing plant or other plant for the processing of lime stone or the manufacturing of products of lime stone on said lands, and that the grantor, its assigns and lessees, are hereby released from any and all such damages, losses and claims and the grantee, its successors and assigns, will forever hold harmless the grantor, its assigns and lessees, from and against any and all such claims for loss or damage.

In witness whereof said Stone Products Corporation, a corporation, has caused this instrument to be executed in its name and in its behalf by Harry Gordon as President and attested by Grace Carter, its secretary, under its seal and in duplicate on this the 17 day of November, 1941.

STONE PRODUCTS CORPORATION, L.S.

a corporation,

By Harry Gordon As President

Attest:

Grace Carter As Secretary

State of Alabama,

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Shelby County.

I, L. H. Ellis, a Notary Public in and for said County, in said State, hereby certify that Harry Gordon whose name as President of the Stone Products Corporation, a corporation, 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, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 17 day of October, 1941.

L. H. Ellis Notary Public

Filed for record in this office on the 29th Lay of January, 1942, at 1 o'clock P.M. and duly recorded

in Deed Record Vol, 113, Page 65.

SHELBY COUNTY

I hereby certify that

has been paid on the within instrument as required by

. C. WALKER, JUDGE OF PROBATS L. C. Walker, Juage of Probate