EASEMENT

#1423

STATE OF ALABAMA

COUNTY OF TUSCALOOSA

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Gulf State Paper Corporation, a corporation (hereinafter called Grantor) for and in consideration of the sum of One Thousand (\$1,000.00)

Dollars, cash, to it in hand paid by Plantation Pipe Line Corporation, a Delaware Corporation (hereinafter called Grantee) receipt whereof is hereby acknowledged, and in further consideration of the agreement on the part of said Grantee, as hereinafter set out, does hereby remise, release and quit-claim unto said Grantee, 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 cerrier for hire or oil, crude petroleum and refined petroleum products or combinations thereof or similar thereto, natural and artificial gas, casinghead and natural gasoine and other liquids or gases, together with all of the rights and privleges necessary or convenient for the full enjoyment or use thereof, for the purposes above described, including the right to cut all pine growth, trees and timber located on said right-of-way, and the right of ingress, egress and regress to and from said right-of-way and easement.

Said easement or right-of-way being a strip of land 30 feet in width as said strip is now located by the final location survey thereof heretofore made by said Grantee, over and across the lands of which it is hereinafter described as being a part, said survey to determine the boundaries of said strip.

Said strip is a part of lands described as follows:

Southwest quarter of southeast quarter and east half of the northwest quarter of the southeast quarter, and the northwest quarter of the southeast quarter, Section 19; the northwest quarter of southwest quarter and the south half of the northwest quarter and the northwest quarter of Section 20, all in Township 24, North, Range 6; East, Tuscaloosa County, Alabama.

Northwest quarter of northwest quarter of Section 23, Township 20, South, Range 2 West, south half of the northwest quarter, Section 18, Township 20, South, Range 1, West, north half of the northeast quarter of Section 17, Township 20, South, Range 1, West, southeast quarter of the southeast quarter of Section 8, Township 20, South, Range 1, West, south half and the south half of the northeast quarter of Section 9, Township 20, South, Range 1, West, and the south half of the northwest quarter of Section 10, Township 20, South, Range 1, West, all in Shelby County, Alabama.

To have and to hold unto the said Plantation Pipe Line Corporation, a corporation, its successors and assigns, subject however to the agreements, limitations and reverters hereinafter set forth.

Grantee by the acceptance hereof, agrees as follows:

- 1. Grantee will, at its own expense, within thirty days after the same is cut down, clear off and remove all inflammable debris and material, and all plant or woody substances, trees and timber.
- 2. Grantee will, at its own expense, clear from said strip of land, at least once during each year, all inflammable objects ormaterial located thereon.
- 3. Grantee will pay all damages to crops, fences, pine growth, trees, timber, buildings and other real or personal property which may arise from the constructing, maintaining, using, operating, altering, repairing, removing, changing the size of, or replacing the works of said right-of-way. This clause does not have reference to damage to timber or therwise within the thirty foot strip herein granted, said damage being included in the consideration paid.
 - 4. All damage to real or personal property of Grantor, if not mutually agreed upon between the parties hereto, shall be ascertained and determined by three disinterested persons, one to be appointed by the Grantor, its successors and assigns, and one by the Grantee, its successors and 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 distinctly understood and agreed by and between the parties hereto, that in case the said Grantee, its successors and assigns, shall for any period of twelve consecutive months abandon said easement and right-of-way or cease or fail to use the same for said period for the purpose herein granted, that all of the rights and privileges herein granted cease and terminate, and thereafter said Grantee, its successors and assigns, shall not have any right to enter upon or use the said strip or parcel of land in any manner.

The undersigned Grantor, its successors and assigns, reserve perpetual rights of ingress, egress and regress to, over, upon, and across the said strip of land, and reserve the right to fully use and enjoy the said strip of land, except as the same may be necessary for the purposes herein granted.

IN WITNESS WHEREOF, the said Gulf States Paper Corporation, a corporation, by W. E. Penfield at its Vice President, who is duly authorized to execute this instrument for and on behalf of, end in the name of said corporation, has hereto set its hand and fixed its corporate seal and has caused the same to be attested by H. D. Warner, its Secretary, this 3rd day of November, 1941.

GULF STATES PAPER CORPORATION

BY W. E. Penfield As its Wice President

ATTEST H. O. Cremer

THE STATE OF ALABAMA

TUSCALOOSA COUNTY

I, James W. Mustin, Jr., a Notary Public, in and for said County in said State, hereby certify that W. E. Penfield, whose name as Vice President of the Gulf States Paper 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 and official seal this the 3rd day of November, 1941.

James W. Mustin, Jr. Notary Public

Seal

Filed for record in this office on the 14th day of March, 1942, at 1 o'clock P. M. and duly recorded on the 14th day of March, 1942, in Deed Record 113, Page 151.

L. C. Walker, Judge of Probate

THE STATE OF ALAMA
TUSCALOOSA COUNTY

I, Chester Walker, Judge of Probate, hereby certify that the foregoing conveyance was filed in my office for registration on the 3 day of February, 1942, at 10 of clock A. M. and duly recorded in Deed Record No. 216 Page 171. Also \$1.00 Deed Tax paid.

Chester Waller, Judge of Probate