

*\$55 Federal Stamps*

*#975*

STATE OF ALABAMA, )

JEFFERSON COUNTY )

FOR AND IN CONSIDERATION of the sum of FOUR HUNDRED DOLLARS (\$400) cash in hand paid to the undersigned owner, receipt of which is hereby acknowledged, the undersigned owner hereby grants, bargains, sells, conveys, and warrants 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, repairing, removing, changing, the size of and replacing pipe for the transportation as a common carrier for hire of petroleum and petroleum products, including casinghead and natural gasoline, under, upon, over and through lands of the grantor situated in the County of Shelby, State of Alabama, the said right-of-way and easement running across lands described as follows, namely:

Surface only in and to the Northwest Quarter of Northwest Quarter of Section 12, South Half of the Southwest Quarter of Section 1, and the Southwest Quarter of the Southeast Quarter of Section 1, all in Township 21 South, Range 5 West.

and being thirty feet in width lying fifteen feet on each side of a center line, the approximate location of which is shown on map hereto attached and made a part hereof as though fully set out herein, 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 unto the PLANTATION PIPE LINE COMPANY, its successors and assigns, so long as the pipe line is maintained thereon.

The undersigned grantor for herself, her heirs and assigns, reserves the right to fully use and enjoy the said premises except as the same may be necessary for the purposes herein granted.

The undersigned covenants to and with the grantee, its successors and assigns, that the undersigned is the owner of the above described lands (surface only) and has the right, title and capacity to convey the right-of-way and easement hereby granted, subject only to the rights of S. E. Belcher, to whom the grantor herein has heretofore conveyed certain timber located on the lands hereinabove described.

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 damages to crops, fences and timber which may arise from laying, maintaining, operating or removing such pipe lines except as to damage to timber not heretofore conveyed to the said S. E. Belcher lying within said thirty foot strip, the value of which timber not heretofore so conveyed is included in the consideration herein recited as having been paid. Said damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one to be appointed by the undersigned grantor, her heirs or 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.

The grantee shall be responsible to grantor, her heirs and assigns, for any damage to timber lying outside of said thirty foot strip which may result from any act or omission of the grantee, and grantee, to the end that there shall not be any damage to timber lying outside of the said thirty foot strip, specifically agrees by the acceptance hereof to so conduct its operations in clearing said strip as to cause no injury to trees lying outside the limits thereof and to clean up, haul away, burn or otherwise destroy promptly after the clearing of said right-of-way all timber and timber refuse which may result from the clearing of said right-of-way.

It is understood and agreed 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, the undersigned Esther P. Hunter, a widow, the grantor, has here unto set her hand and seal, all on the 29th day of October, 1949.

Esther P. Hunter (SEAL) L. C. WALLER (SEAL)

STATE OF ALABAMA,

COUNTY OF

I, the undersigned authority, in and for said County, in said State, hereby certify that Esther P. Hunter, a widow, whose name is signed to the foregoing conveyance, and who is known to me to have 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 and official seal, this 29th day of October, 1949.

Mary S. Gibson, Notary Public,  
Filed in the office of the Judge of Probate on the 11th day of Oct. 1949, at 10 A.M. and recorded in Deed record 111, page 3, on this the 11th day of Dec. 1949. L.C. Waller, Judge of Probate.

### Shelby County

R. 4 E. Burn (Separate Steel Cap on)	Plot No. 1 1st Coupling P. Hunter Plot Only 100x100 feet	Plot No. 2 Southern Call & Core Co. Scattered Min land co me	T.C.P.R. 10 feet square	T.C.P.R. 10 feet square

R 5 W. R 4 W.  
Tawship 21 S.

Society Co. Plant  
Wilson, Alabama  
T.C.P.R. 10 feet  
square