

RIGHT OF WAY GRANT

STATE OF
ALABAMA, _____ SHELBY _____ COUNTY.

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Forty-eight and FIFTY-Seven (\$48.57) DOLLARS to the undersigned owner(s) paid by PLANTATION PIPE LINE COMPANY, receipt of which is hereby acknowledged, the undersigned hereby grant(s), bargain(s), sell(s), convey(s) and warrant(s) to Plan-tation Pipe Line Company, a Delaware Corporation, its successors and assigns, a right of way and ease-ment for the purpose of constructing, maintaining, operating, altering, repairing, removing, changing the size of and replacing pipe and appurtenances 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 said State and County, more particularly described as follows:

East Half of Northwest Quarter of Northeast Quarter, Section 1, Township 19 South, Range 2 East, Shelby County,

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 time additional line(s) of pipe adjacent to and parallel with the line above mentioned, subject to the same rights and conditions as apply to the original line, upon payment for each additional line so laid the consideration above named. It is agreed that all of said pipe lines shall be located within a strip of land thirty feet in width, the center line of which shall be the center line of the first pipe line hereafter in-stalled by Grantee, over, upon, through, under and across said lands.

TO HAVE AND TO HOLD the said easement unto the Plantation Pipe Line Company, its successors and assigns, so long as a pipe line is maintained thereon.

The undersigned Grantor(s), (his, her, their, its) successors, heirs or assigns, reserve the right to 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, its successors and assigns, that the undersigned (is, are) the owner(s) of the above described lands and (has, 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 line(s) so that barring a subsequent change in the amount of cover, they will not interfere with the cultivation of seasonal crops. Grantee shall pay for all damages to crops, fences and timber that may be suffered by Grantor(s) by reason of the exercise by Grantee of any of the rights and privileges hereby granted, but after the first of said pipe lines has been laid Grantee shall not be liable for damages caused by keeping said right of way clear of trees, undergrowth and other obstructions in the course of the maintenance and operation of its pipe line system and appurtenances. Said damage, if not mutually agreed upon, shall be ascertained and deter-mined by three disinterested persons; one to be appointed by the undersigned, (his, her, their, its) succe-sors, 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. The Grantor(s) agree to leave such pipe line(s) undisturbed as to location and depth. It is agreed that the consideration herein stated also covers the grant of the right to Grantee of maintaining the aforesaid thirty foot strip of land clear of all trees, lakes, ponds, buildings and other structures.

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 13 th

day of March, 1968.

WITNESS:

William H. Poy
Wayne Schuyler

Lee Etta Kidd
Phenome Graw (SEAL)
Clara McGraw (SEAL)
Willie Albert Kidd (SEAL)
Anna A. Graw (SEAL)
Albert J. Graw

Map No. _____ R/W No. 307AR.3 Line Section 5A

Draft No. _____ Issued by _____

297

253

Platation

*145
52
131*

STATE OF ALABAMA
County _____
Office of the Judge of Probate
I hereby certify that the within instrument
was filed in this office for record on the _____
day of _____, 19____
at _____ o'clock _____ M., and was duly recorded
in Volume _____ of Deeds at page _____,
and examined.

Judge of Probate.

(Acknowledgment by Individual or Husband)

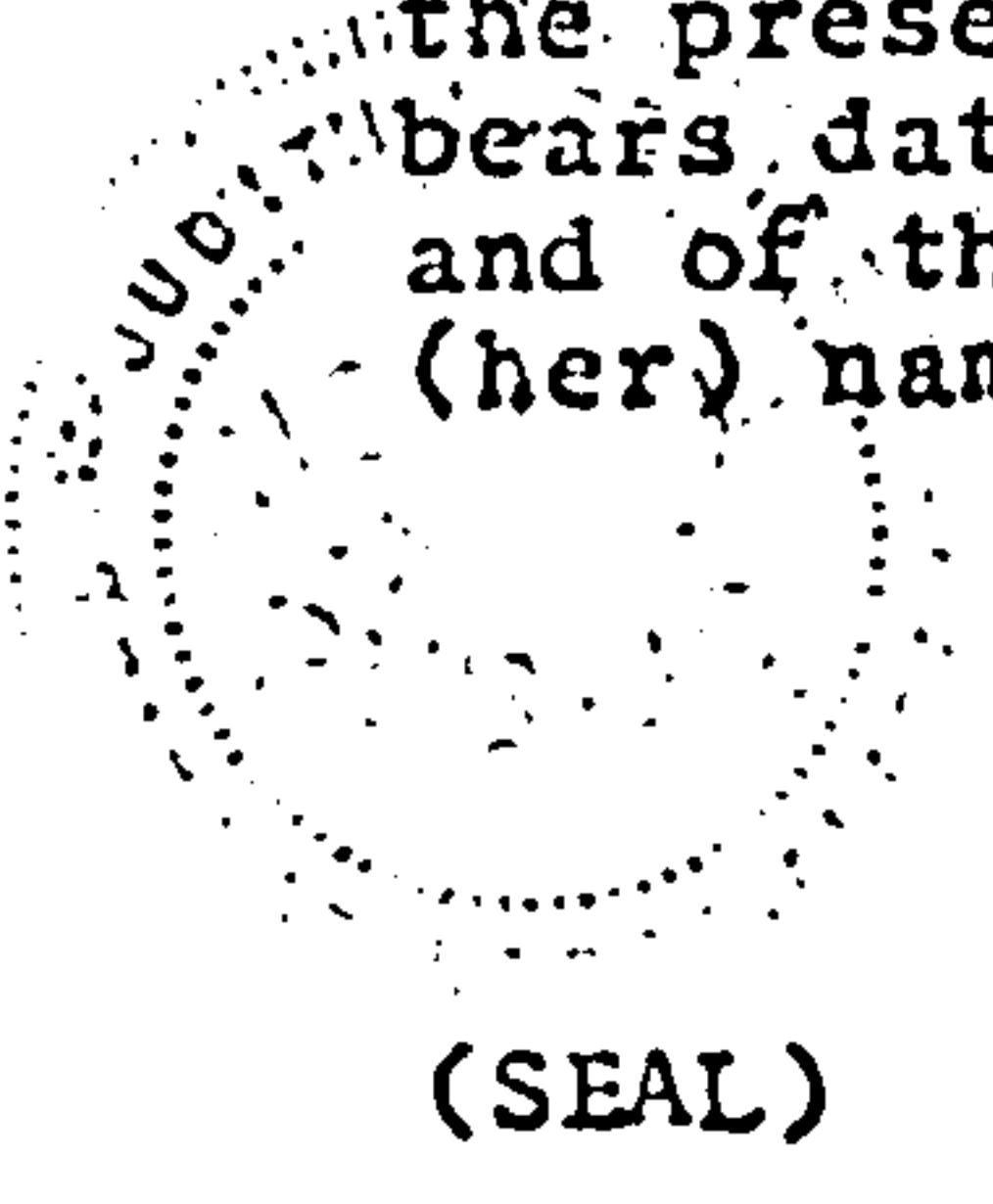
STATE OF ALABAMA,
_____ COUNTY. I, the undersigned authority, in and for said County, in said State,
hereby certify that *Rhonda M. Graw & wife Clara M. Graw*

whose name ~~is~~ 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, ~~he~~ ☒ executed the same volun-
tarily on the day the same bears date.

Given under my hand and official seal, this *13th* day of *March*, 19*68*
(Seal) *My Commission expires June 1968* *Frances E. Spater*
Notary Public.

STATE OF ALABAMA)
SHELBY COUNTY)

I, Judith L. Belitz, a Notary Public, hereby certify
that Wayne Scruggs, a subscribing witness to the
foregoing conveyance, known to me, appeared before me on this day, and
being sworn, stated that Lee Etta Kidd, a feme sole and Willie Albert
Kidd, a single man
the grantor(s) voluntarily executed the same in his presence, and in
the presence of the other subscribing witness, on the day the same
bears date; that he attested the same in the presence of the grantor(s),
and of the other witness, and that such other witness subscribed his
(her) name as witness in his presence.



GIVEN UNDER MY HAND, this 8th day of April, 1968
Judith L. Belitz
NOTARY PUBLIC

(SEAL)

(Corporate Acknowledgment)

STATE OF ALABAMA,
_____ COUNTY. I, the undersigned authority, in and for said County, in said State,
hereby certify that _____
whose name as President of the _____

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 author-
ity, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this _____ day of _____, 19____

(Seal) _____
Notary Public.

RECORDED
INDEXED
MAR 11 1968
SHELBY COUNTY
ALABAMA

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