

2161
STATE OF ALABAMA)

SHELBY COUNTY)

FOR AND IN CONSIDERATION of the sum of One Thousand and 00/100 Dollars (\$1,000.00) to the undersigned owners, hereinafter called Grantors, in hand paid by Plantation Pipe Line Company, receipt of which is hereby acknowledged, the said Grantors hereby grant, bargain, sell, convey and warrant to said PLANTATION PIPE LINE COMPANY, a Delaware corporation, hereinafter called 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 one pipe line 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, on a route herein specified, under and through the lands situate in the County of Shelby, State of Alabama, described as follows:

A strip of land thirty feet wide situated in the Northwest Quarter of the Northwest Quarter of Section 31, Township 20, Range 3 West, lying parallel and contiguous to and on the northwesterly side of that thirty foot easement location described in that certain instrument recorded in Book 113 at page 62 in the Probate Office of Shelby County, Alabama, the width of said easement strip under said instrument last described and under this instrument being a total of sixty feet in width, together with rights of ingress and egress over and along said right of way for purposes of this easement.

And also the right to lay, construct, maintain, operate, alter, repair, remove and replace at any time additional lines of pipe within said strip of land and parallel with the line above mentioned, upon payment by Grantee for each additional line so laid, the consideration above named. Such additional lines shall be laid subject to the same rights and conditions herein set forth.

The Grantee shall have and is hereby granted the right temporarily to use an additional strip of land thirty feet in width contiguous to and adjoining said sixty foot strip on the northwesterly side thereof for the purpose of work space in the installation of the said first pipe line hereunder, after installation of which first line the right to use said additional space shall cease.

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TO HAVE AND TO HOLD the said easements unto the said PLANTATION PIPE LINE COMPANY, its successors and assigns, so long as a pipe line is maintained thereon.

The undersigned Grantors, their heirs or assigns, 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 Grantors covenant to and with Grantee, its successors and assigns, that Grantors are the owners of the above described lands and 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 underground said pipe line or lines and all appurtenances thereto with a minimum of thirty inches dirt cover so that they will not interfere with the cultivation of the land and at all times maintain said lines underground in such manner as that they shall not interfere with full surface enjoyment by the Grantors, and the Grantee also agrees to pay any damage to crops, fences, improvements and timber 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, their 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.

Also, Grantee, by acceptance hereof, covenants and agrees that Grantors, their successors or assigns, shall not be held liable to Grantee or anyone else on account of damages to said pipe line or pipe lines or appurtenances in connection therewith installed hereunder or installed under said instrument recorded in Book 113 at page 62 in the Probate Office of Shelby County, Alabama, accruing from past or future mining or removal of coal or other minerals contained in said land or other lands by underground mining operations, or from failure to leave adequate support for the surface of said land or other lands.

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Also, the Grantee shall and agrees to indemnify, protect, and save harmless the Grantors, their successors or assigns from all loss, damages, cost or expenses, which the Grantors, their successors or assigns, may sustain on account of the installation, construction, operation, maintenance, repair or use of said pipe line or pipe lines or the exercise of the rights herein granted and on account of claims for damages by others by reason of the installation, construction, operation, and maintenance, repair or use of said pipe line or pipe lines, or the exercise of the rights herein granted or granted under said instrument recorded in Book 113 at page 62 in said Probate Office.

Should the pipe line or pipe lines or any portion thereof constructed, operated and maintained by Grantee in the location herein described hereafter interfere with mining or quarrying operations of the Grantors, their successors or assigns, then upon written request by Grantors, their successors or assigns so to do, Grantee shall within ninety days remove its pipe lines from said location to other locations, provided (1) Grantors shall first convey or cause to be conveyed to Grantee the equivalent rights in such other locations as are conveyed to Grantee hereunder, and (2) that Grantee shall not be required to remove and relocate its said pipe line or pipe lines more than one time at its expense and when such other location or locations are furnished, the terms of such grant or grants shall not require Grantee again to remove its pipe lines except at the expense of Grantors, any new location so furnished shall not be at a greater distance than one thousand (1000) feet from either side of the center line of said pipe lines as herein described and shall be so located as to permit the construction, operation and maintenance of said pipe lines in accordance with good engineering and operating practice and in the event any portion of the new location for said pipe lines is not on lands now owned by Grantors, then before such pipe lines shall be moved, Grantors shall cause to be conveyed to Grantee substantially the same rights as are conveyed hereunder for the new location of such pipe lines.

This instrument and the rights herein granted are subject to all existing easements and rights of others, if any, in said land, and Grantors reserve and shall have the right to grant to others easements and rights of way for electric power lines, telephone lines and other utility lines over, above, and across (but not on) said sixty foot strip of land. Grantors shall have the right to all timber and the right to remove the same. Grantors reserve all minerals.

The terms and provisions hereof shall inure to and be binding upon the parties hereto, their respective, heirs, successors and assigns, and this instrument and said instrument recorded in Book 113, page 62 in said Probate Office and Grantee's rights under both or either may be assigned in whole or in part, but Grantee shall remain bound by all terms, covenants, conditions and provisions of both of said instruments.

No part of the lands hereinabove described constitutes the homestead of any of the undersigned Grantors.

The undersigned Philip E. Memoli, Jr. and Tom J. Memoli are the sole and only heirs at law of their father Philip Memoli and their mother Nellie E. Memoli, both of whom are now deceased, having died more than six years prior to this date.

IN WITNESS WHEREOF, the said Grantors, Virginia Jones Moebes and husband, Carl G. Moebes, Nellie Blanche Cunningham and husband, Robert Cunningham, Simon G. Jones, Jr. and wife, June Jones, and Philip E. Memoli, Jr. and wife, Maxine Memoli, and Tom J. Memoli and wife, Avis Memoli, have hereunto set their hands and seals, this 31st day of March, 1969.

Philip E. Memoli, Jr.
Philip E. Memoli, Jr.

Maxine Memoli
Maxine Memoli

Tom J. Memoli
Tom J. Memoli

Avis Memoli
Avis Memoli

Virginia Jones Moebes
Virginia Jones Moebes

Carl G. Moebes
Carl G. Moebes

Simon G. Jones, Jr.
Simon G. Jones, Jr.

June Jones
June Jones

Nellie Blanche Cunningham
Nellie Blanche Cunningham

Robert Cunningham
Robert Cunningham

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STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, Lois J. Stuart, a Notary Public in and for said county, in said state, hereby certify that Virginia Jones Moebes and Carl G. Moebes whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10th day of April, 1969.

Lois J. Stuart
Notary Public

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

Notary Public, Alabama State at Large
My commission expires Nov. 29, 1969
Bonded by Home Indemnity Co. of N. Y.

I, Margaret A. Bruce, a Notary Public in and for said county, in said state, hereby certify that Simon G. Jones, Jr. and June Jones, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 1 day of April, 1969.

Margaret A. Bruce
Notary Public

STATE OF FLORIDA)
COUNTY OF BAY)

I, Rebecca L. Harrison, a Notary Public in and for said county, in said state, hereby certify that Nellie Blanche Cunningham and Robert Cunningham, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

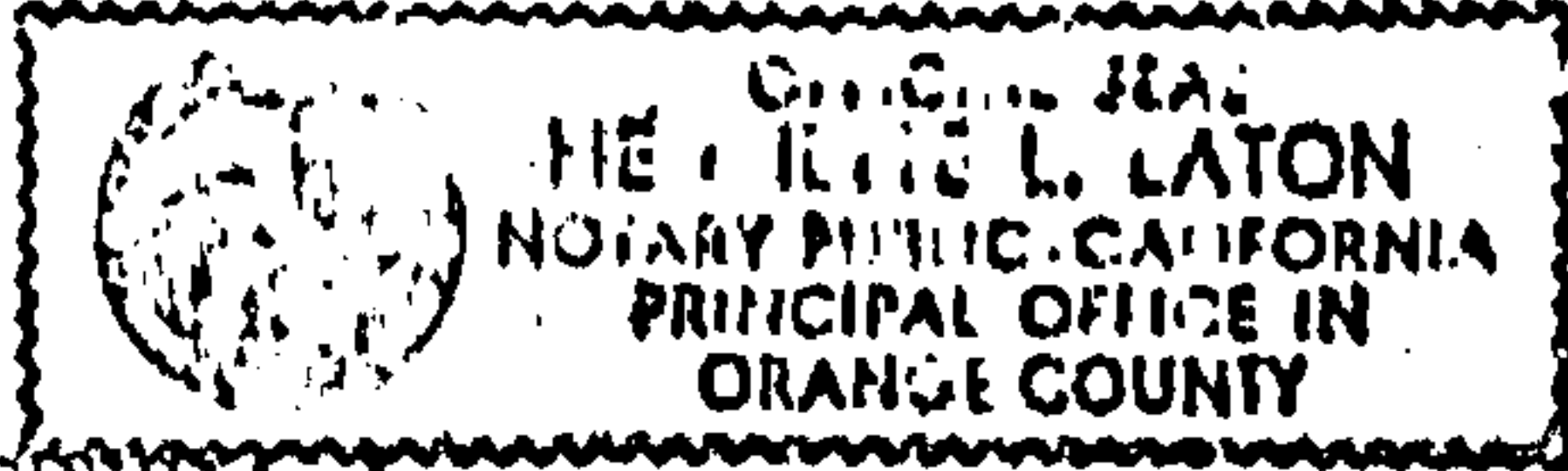
Given under my hand and official seal this 4th day of April, 1969.

Rebecca L. Harrison
Notary Public
Notary Public, State of Florida at Large
Commission Expires March 10, 1971
Bonded By American Fire & Casualty Co.

STATE OF CALIFORNIA)
COUNTY OF Orange

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Philip E. Memoli, Jr. and Maxine Memoli, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 8th day of April, 1969.



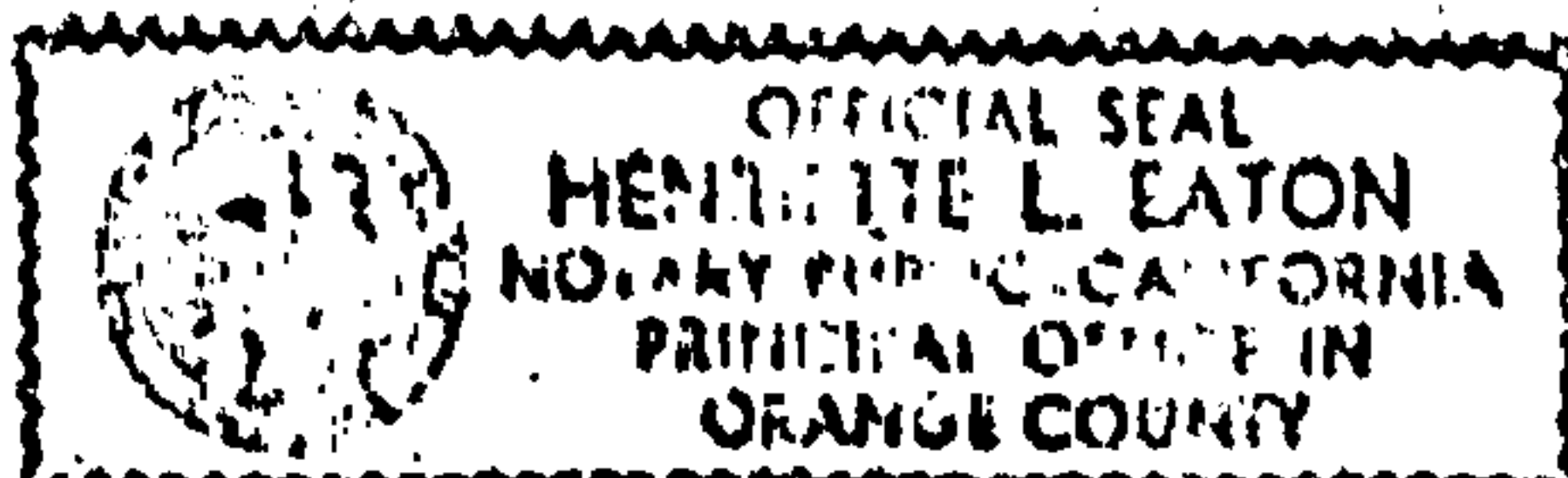
Henriette L. Eaton
Notary Public

STATE OF CALIFORNIA)
COUNTY OF Orange

HENRIETTE L. EATON, Notary Public
In and for the State of California
My Commission Expires November 8, 1969

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Tom J. Memoli and Avis Memoli, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 8th day of April, 1969.



Henriette L. Eaton
Notary Public

HENRIETTE L. EATON, Notary Public
In and for the State of California
My Commission Expires November 8, 1969

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