



19710406000012700 1/2 \$.00
Shelby Cnty Judge of Probate, AL
04/06/1971 12:00:00 AM FILED/CERT

2:402:56
61 Rods

2398

RIGHT OF WAY EASEMENT

FOR AND IN CONSIDERATION OF - - -SIXTY-ONE and NO/100 - - - - - DOLLARS,

the receipt of which is hereby acknowledged, Willowdean S. Gardner,

hereinafter referred to as Grantors (whether one or more), do hereby grant and convey unto COLONIAL PIPELINE COMPANY, a Delaware corporation, its successors and assigns, hereinafter referred to as grantee, an easement for a pipe line right of way with the right to construct, maintain, inspect, operate, protect, replace, repair, change the size of, and remove a pipe line for the transportation of liquids and/or gases, upon and along a route to be selected by within the existing permanent right-of-way (R/W), being 50' in width and Grantee, ~~said right of way being xxxxxxxx from xxxxxxxx and xxxxxxxx from xxxxxxxx~~ and through the following described lands, of which ~~extending 15' on North side and 35' on South side of~~ pipeline now in place, on, over, / Grantors warrant they are the owners in fee simple, situated in Shelby County, State of Alabama, to-wit:

Northwest Quarter of Southwest Quarter (NW $\frac{1}{4}$ of SW $\frac{1}{4}$) Section 24,

Township 19 South, Range 1 East

The proposed pipeline is to be installed within the existing R/W and extend

48 feet on the North side and 2 feet on the South side of the present R/W.

It is understood and agreed that grantee may use a strip of land 50 feet in width running adjacent and parallel to the existing R/W, to be used as temporary work space during construction period.

together with the right of unimpaired access to said pipe line and the right of ingress and egress on, over, and through Grantors' above-described land for any and all purposes necessary and incident to the exercise by said Grantee of the rights granted hereunder, with the further right to maintain said right of way herein granted clear of trees, undergrowth, and brush.

Grantors covenant and agree that they will not impound water or construct buildings or structures of any type whatsoever on the above described right of way strip. This shall be a covenant running with the land and shall be binding on Grantors, their heirs and assigns.

In addition to the above consideration, Grantee agrees to repair or to pay for any actual damage which may be done to growing crops, timber, fences, buildings, or other structures directly caused by Grantee exercising any rights herein granted; provided, however, after the first pipe line has been installed, Grantee shall not be liable for damages caused on the right of way by keeping said right of way clear of trees, undergrowth, brush, structures, and obstructions in the exercise of its rights granted herein.

Any pipe line constructed by Grantee across any portion of the above-described land which is under cultivation shall, at the time of the construction thereof, be buried to such depth as will not interfere with Grantors' use of said land for normal cultivation required for the planting and tending of crops; except that Grantee, at its option, may construct its pipe line above the channel of any natural or man-made stream, ravine, ditch, or other watercourse.

~~As a part of the consideration hereinabove set forth, Grantors hereby grant unto Grantee, its successors and assigns, the right to use any and all of the above described land for the purpose of installing, maintaining, operating, protecting, replacing, repairing, and changing the size of a pipe line for the transportation of liquids and/or gases, upon and along a route to be selected by Grantee, within the existing permanent right-of-way (R/W), being 50' in width and extending 15' on North side and 35' on South side of the pipeline now in place, on, over, and through the following described lands, of which Grantors warrant they are the owners in fee simple, situated in Shelby County, State of Alabama, to-wit:~~

It is agreed that any payment hereunder may be made direct to said Grantors, or any one of them, or by depositing such payment to the credit of said Grantors, or any one of them in the _____ Bank of _____, and payment so made shall be deemed and considered as payment to each of said Grantors.

The rights herein granted are divisible and assignable in whole or in part.

The terms, covenants, and provisions of this right of way easement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto.

TO HAVE AND TO HOLD said rights and right of way, easements, estates, and privileges unto the said Grantee, its successors and assignees, so long as said right of way and easements are used for the purposes granted herein.

IN WITNESS WHEREOF, the Grantors herein have hereunto set their hands and seals this 16 day of

March, 1971.

Signed, sealed, and delivered in the presence of:

Carl E. Chamblee
Carl E. Chamblee

Willowdean S. Gardner (Seal)
Willowdean S. Gardner, a widow

(Seal)

(Seal)
Grantors

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PAGE
BOOK 267

IN WITNESS WHEREOF, the undersigned Grantors herein have hereunto set their hands and seals
this 16 day of March, 1971

Signed, sealed, and
delivered in the presence of:

Carl E. Chamblee
Carl E. Chamblee

Willowdean S. Gardner (SEAL)
Willowdean S. Gardner, a widow (SEAL)
(SEAL)
Grantors

ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF Shelby) SS

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I, the undersigned authority, in and for said County, in said State, hereby certify that Willowdean S. Gardner, a widow whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 16th day of March, 1971.

Carl E. Chamblee
Carl E. Chamblee, Notary Public

ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF _____)

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 authority, executed the same voluntarily for and as the act of said corporation.

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

Notary Public

(SEAL) 13

Loc 2:402 Line No. 56
FROM BOOK 267 PAGE 13
Willowdean S. Gardner, a widow
TO
COLONIAL PIPELINE COMPANY
Line Birmingham to Atlanta
Length 61 Rods

UNIVERSAL FIELD SERVICES
Suite 417
6075 Roswell Rd., N.E.
Atlanta, Georgia 30328

1952

U.C. FILE NUMBER OR
REC. BK. & PAGE AS SHOWN ABOVE
3411-1
1971 APR - 6 PM 1:33
STATE OF ALABAMA, SHELBY CO.
NOTARY PUBLIC
INSTRUMENT WAS FILED
1971 APR - 6 PM 1:33