

R/W Tr. No. 402-SH-3,8,10,12,14,16,43,53, & 68

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RIGHT OF WAY EASEMENT

FOR AND IN CONSIDERATION OF One Thousand Three Hundred Fifty-four & 30/100 DOLLARS,

William Albert Belcher, Nell Vandergrift Belcher and
Nell Vandergrift Belcher, as Trustee respectively for
Mary Ernestine Belcher Abernathy (nee Mary Ernestine Belcher),
William Albert Belcher, Jr., Van Elam Belcher and Katherine
Anne Belcher Haydock (nee Katherine Anne Belcher), under
trust deeds bearing date of December 23, 1940, as extended and
recorded in the Probate Office of Jefferson County, Alabama,
as joint owners of the above described property doing business
under the firm name and style of Belcher Land & Timber Company.



See partial release used Book 270 page 5

the receipt of which is hereby acknowledged,

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 pipeline right of way with the right to construct, maintain, inspect, operate, protect, repair, replace, change the size of, and remove a pipeline for the transportation of liquids and/or gases 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:

The Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ of NW $\frac{1}{4}$) and the South Half of the Northeast Quarter (S $\frac{1}{2}$ of NE $\frac{1}{4}$) of Section 19, Township 20 South, Range 2 West; the South-West Quarter of the Northeast Quarter (SW $\frac{1}{4}$ of NE $\frac{1}{4}$) of Section 21, Township 20 South, Range 2 West; the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ of NE $\frac{1}{4}$) of Section 22, Township 20 South, Range 2 West; the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ of SW $\frac{1}{4}$) and the South Half of the Southeast Quarter (S $\frac{1}{2}$ of SE $\frac{1}{4}$) of Section 14, Township 20 South, Range 2 West; the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section 13, Township 20 South, Range 2 West; the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ of NE $\frac{1}{4}$) of Section 13, Township 20 South, Range 2 West; North Half of the Northeast Quarter (N $\frac{1}{2}$ of NE $\frac{1}{4}$) of Section 1, Township 20 South, Range 1 West; Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ of NE $\frac{1}{4}$) of Section 6, Township 19 South, Range 1 East; Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ of SW $\frac{1}{4}$), Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ of SW $\frac{1}{4}$), Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ of SE $\frac{1}{4}$) of Section 31, Township 19 South, Range 1 East; Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ of NW $\frac{1}{4}$) of Section 32, Township 19 South, Range 1 East; and the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ of SE $\frac{1}{4}$) of Section 23, Township 19 South, Range 1 East, located in Shelby County, State of Alabama.

together with the right of unimpaired access to said pipeline and the right of ingress and egress on, over, and through the above-described land for any and all purposes necessary and incident to the exercise by said Grantee of the rights granted hereunder.

The said Grantors shall have the right to use and enjoy the above-described land except as the same may be necessary for the purposes herein granted to the said Grantee. Grantors agree not to build, create, or construct any obstructions, engineering works, or other structures over said pipe line nor permit the same to be done by others.

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.

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 water course.

As a part of the consideration hereinabove set forth, Grantors hereby grant unto said Grantee, its successors and assigns, the right at any time to construct, operate, and maintain an additional pipeline or pipelines substantially parallel to the first pipeline constructed

by Grantee on Grantors' land, above described and Grantee agrees to pay Grantors the sum of \$ 1.00 for each additional pipeline constructed, said payment to be made before construction commences. Said additional pipeline or pipelines shall be subject to the same rights, privileges, and conditions as set forth in this Right of Way Easement.

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 X Bank of X and payment so made shall be deemed and considered as payment to each of said Grantors.

The rights herein granted may be assigned in whole or in part.

The terms, conditions, 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.

IN WITNESS WHEREOF, the Grantors herein have hereunto set their hands and seals this 24th day of August, 1962

William Albert Belcher (SEAL)
William Albert Belcher

Nell Vandergrift Belcher (SEAL)
Nell Vandergrift Belcher

Nell Vandergrift Belcher (SEAL)
Nell Vandergrift Belcher, as Trustee

respectively for Mary Ernestine Belcher
Abernathy (nee Mary Ernestine Belcher),
William Albert Belcher, Jr., Van Elam
Belcher and Katherine Anne Belcher Haydock
(nee Katherine Anne Belcher), under trust
deeds bearing date of December 23, 1940,
as extended and recorded in the Probate
Office of Jefferson County, Alabama, as
joint owners of the above described property
doing business under the firm name and style
of Belcher Land & Timber Company.

ACKNOWLEDGMENT

STATE OF ALABAMA
COUNTY OF Jefferson } SS

I, the undersigned authority, in and for said County, in said State, hereby certify that

William Albert Belcher whose name is signed to the foregoing instrument
and who being known to me, acknowledged before me on this day that, being informed of the contents of the instrument,
has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 24th day of August, 1962

Beatrice Minor
Notary Public
my com. exp. 11-13-63

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, in and for said State and County hereby certify that Nell Vandergrift Belcher, whose name as Trustee respectively for Mary Ernestine Belcher Abernathy (nee Mary Ernestine Belcher), William Albert Belcher, Jr., Van Elam Belcher and Katherine Anne Belcher Haydock (nee Katherine Anne Belcher), under trust deeds bearing date of December 23, 1940, as extended and recorded in the Probate Office of Jefferson County, Alabama, 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, she, in her capacity as such Trustee executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 24th day of August, 1962.

Beatrice Minor
Notary Public

WIFE'S SEPARATE ACKNOWLEDGMENT

STATE OF ALABAMA
COUNTY OF Alabama } SS

I, the undersigned authority, in and for said County, in said State, hereby certify that on this day came before me the within named

Nell Vandergrift Belcher known to me to be the wife of the within named William Albert Belcher who being examined separate and apart from the husband touching her signature to the within instrument, acknowledged that she signed the same of her own free will and accord, without fear, constraints or threats on the part of the husband.

In witness whereof, I have hereunto set my hand and official seal, on this 24th day of August, 1962

Beatrice Minor
Notary Public

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Series _____ Line No. _____
FROM
Bel 3116
Melvin M. M.
TO
COLONIAL PIPELINE COMPANY
Line _____ Length _____ Rods _____

2.50
2.40
3.00
2293

STATE OF ALA. SHELBY CO.
RECORDED & C. MTD. TAX
& \$2.50 DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.
Conrad M. Jander
JUDGE OF PROBATE