

STATE OF ALABAMA

SHELBY COUNTY

1168
RIGHT OF WAY EASEMENT

For and in consideration of One Hundred Forty and No/100 (\$140.00) Dollars to Montcreek Land Company, a corporation, (hereinafter called GRANTOR), cash in hand paid by COLONIAL PIPELINE COMPANY, a Delaware corporation, its successors and assigns, (hereinafter called GRANTEE), receipt whereof is hereby acknowledged; the said Grantor, Montcreek Land Company, does hereby grant and convey unto said Grantee, Colonial Pipeline Company, an easement for a pipeline right of way to construct, maintain, inspect, operate, protect, repair remove and replace One (1) Thirty-six inch (36") pipeline for the transportation of liquids on, over, and across a strip of land Forty (40) feet in width, of which Grantor warrants he is owner in fee simple, said easement being Twenty (20) feet on each side of center line described as follows, to-wit:

Commence at the SW corner of the NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 27, Township 20, South, Range 3 West, of Huntsville Principal Meridian in Shelby County, Alabama; thence North along the West line of said $\frac{1}{4}$ section 885.44 feet to the point of beginning of the center line herein described; thence to the East and at an angle of 55° 19' 32" with the West line of said $\frac{1}{4}$ section and in a Northeasterly direction run 750' to a point in the North line of said $\frac{1}{4}$ section 610 feet East of the NW corner thereof. Also commence at the SW corner of the SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 27, Township 20 South, Range 3 West of Huntsville Principal Meridian, Shelby County, Alabama, and run North along the West line of said $\frac{1}{4}$ section 401.97' to the point of beginning of said center line herein described; thence to the East at an angle of 64° 36' 54" with the West line of said $\frac{1}{4}$ section, and in a Northeasterly direction run 992.55' to a point; thence at an angle to the left of 9° 17' 10" run a distance of 80 feet (80') to a point; thence at an angle to the left of 9° 17' 10" and continuing in a Northeasterly direction run a distance of 508.23 feet to a point in the east line of said $\frac{1}{4}$ section which point is 1256.03' North of Southeastt corner thereof. Said center line being in and across the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 27, Township 20 South, Range 3 West in Shelby County, Alabama, and being further shown in red on the attached plat which plat is made a part hereof.

There is also hereby granted to Grantee the right of access to said pipeline and the right of ingress and egress on, over and through the above described strip of land for any and all purposes necessary and incident to the exercise by said Grantee of rights granted hereunder.

In addition to consideration hereinabove expressed, Grantee agrees to repair or to pay Grantor for any damage which may be done to growing crops, timber, fences, buildings, or other structures caused by Grantee exercising any rights herein granted.



Any pipeline constructed across any portion of above described land shall have at least 30" of covering and shall be buried to such depth so as not to interfere with Grantor's use of said land for normal cultivation as required for planting and tending of crops; except that Grantee, at its option, may construct its pipeline above the channel of any natural or man-made stream, or other water course.

Grantor does, for itself and for its successors and assigns, reserve and shall have full right to use and enjoy the strip of land hereinabove described in any manner and to any extent which does not interfere with reasonably necessary use by Grantee in exercising the rights hereby granted. The right of use so reserved by Grantor includes, but is not limited to, construction and operation of roads, streets, utilities, and other improvements except as hereinafter stated. If in the construction of any pipeline, road or other utility by Grantor, its successors or assigns, over, along or across said strip, it is required or becomes reasonably necessary that pipeline so constructed or then existing pipeline of Grantee, either or both, be cased; Grantee does, for itself and for its successors and assigns, promise and agree that it will at its sole expense, perform or cause to be performed any and all such casing so required or necessary. Grantor will not, however, build, create, or construct any obstructions or structures over the pipeline on said strip of land, other than those above described, nor permit the same to be done by others.

There is also hereby granted to Grantee for a period of twelve (12) months from date hereof or for a period terminating Sixty (60) days after laying and welding of pipeline of Grantee on above described land, whichever period may be the shorter, the right to clear and use in the construction of its pipeline on the above described strip of land Forty (40) feet in width, an additional strip of land twenty-five (25) feet in width parallel with and contiguous to said forty (40) feet in width strip of land, the northerly line of said additional twenty-five (25) feet strip being the southerly line of said forty (40) feet strip of land. The said additional twenty-five (25) feet shall be used temporarily and solely for the purpose of storing material and equipment and operating equipment on and over during construction of pipeline and for no other purpose. No improvements whatsoever shall be erected or constructed by Grantee on said additional twenty-five (25) feet strip and all rights and privileges

of Grantee hereunder shall cease and terminate one (1) year from date hereof or sixty (60) days after pipeline is laid and welded on the forty (40) foot strip, whichever shall first occur.

Grantee promises and agrees to restore the surface of all land described herein; including the strip as to which its use is temporary as well as the strip upon which its pipeline is to be constructed; to a level, smooth condition, free and clear of stumps, logs, tops, cuttings, and debris of every kind and to remove from land of Grantor all such stumps, logs, tops, cuttings, and debris of every kind incident to its work or burn same under proper supervision without damage to any other lands; all such work to be performed prior to termination of Grantee's temporary rights in strip twenty-five (25) feet in width as hereinabove stated.

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

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

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name and behalf and its corporate seal to be hereto affixed and attested by its officers thereunto duly authorized on this 15th day of November, 1962.

MONTCREEK LAND COMPANY

BY: [Signature] (Seal)
R. M. Montgomery, President

ATTEST:

[Signature]
Secretary

STATE OF ALABAMA

JEFFERSON COUNTY

NOTARY OF ALA. SHELLEY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 11/30/62
RECORDED & S. LITG. TAX
B. C. DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that R. M. Montgomery, whose name as President of the Montcreek Land Company 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 SEAL OF OFFICE this, the 15th day of November, 1962.

[Signature]
Notary Public

Notary Public, Jefferson County, State of Alabama
My Commission Expires Nov 1, 1964

ACCEPTED FOR COLONIAL PIPELINE CO.

By: [Signature]
R/W SUPERVISOR

