

**RIGHT OF WAY EASEMENT**

FOR AND CONSIDERATION OF One Dollar, the receipt of which is hereby acknowledged, William Albert Belcher, Nell Vandergrift Belcher and Nell Vandergrift Belcher, as Trustee respectively for Mary Ernestine Belcher Abornathy (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 property described herein doing business under the firm name and style of The Belcher Land & Timber Company,

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 Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$  of NW $\frac{1}{4}$ ) of Section 6, Township 20 South, Range 1 East.

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 said Grantee, its successors and assigns, the right at any time to construct, operate, and maintain an additional pipe line or pipe lines substantially parallel to the first pipe line constructed by Grantee on Grantors' land, above described and Grantee agrees to pay Grantors the sum of \$ 1.00 per rod for each additional pipe line constructed, said payment to be made before construction commences. Said additional pipe line or pipe lines shall be subject to the same rights, privileges, and covenants 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 \_\_\_\_\_ 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.

This easement is for the purpose of correcting an error in that part of the description which reads "The Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$  of NW $\frac{1}{4}$ ) of Section 6, Township 19 South, Range 1 East" in an easement executed by the same parties on the 24th Day of August, 1962. Said easement is on record in the Probate Office of Shelby County, Alabama, in Deed Book 222, pages 637, 638 and 639.

IN WITNESS WHEREOF, the Grantors herein have hereunto set their hands and seals this 2nd day of January, 1963

THE BELCHER LAND AND TIMBER COMPANY.

William Albert Belcher (Seal)  
William Albert Belcher, Joint Owner,

Nell Vandergrift Bolcher (Seal)  
Nell Vandergrift Bolcher, wife of William Albert  
Bolcher and also Joint Owner,

Nell Vandergrift Belcher (Seal)  
Nell Vandergrift Belcher as Trustee respectively  
for Mary Ernestino Belcher Abernathy, William  
Albert Belcher, Jr., Van Elam Belcher, and  
Katherine Anne Belcher Haydock, Joint Owners.

ACKNOWLEDGEMENT

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 and Nell Vandergrift Belcher 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 on the day the same bears date.

Given under my hand and official seal, this 2<sup>nd</sup> day of January, 1963

*Beatrice Minor*

Notary Public

My Commission expires on the 13<sup>th</sup> day of November, 1963

ACKNOWLEDGEMENT

STATE OF ALABAMA )

COUNTY OF )

*Jefferson*

SS

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, William Albert Belcher, Jr., Van Elam Belcher and Katherine Anne Belcher Haydock, 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 official seal, this 2<sup>nd</sup> day of January, 1963

*Beatrice Minor*

Notary Public

My Commission expires on the 13<sup>th</sup> day of Nov, 1963

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS INSTRUMENT  
WAS FILED ON 8/17/63  
RECORDED & \$       MTG. TAX  
& \$       DEED TAX HAS BEEN  
PD. ON THIS INSTRUMENT.

*Conrad M. Jauler*  
JUDGE OF PROBATE

*197*  
*1.50*  
*24*

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Series \_\_\_\_\_ Line No \_\_\_\_\_

FROM

William Albert Belcher,  
Nell Vandergrift Belcher,  
Nell Vandergrift Belcher, Trustee  
respectively for  
Mary Ernestine Belcher Abernathy,  
William Albert Belcher, Jr.,  
Van Elam Belcher, and  
Katherine Anne Belcher Haydock,  
Joint Owners doing business under  
the name and style of

The Belcher Land and Timber Company.

TO

COLONIAL PIPELINE COMPANY

Line \_\_\_\_\_

Length \_\_\_\_\_

Rods \_\_\_\_\_