

## RIGHT OF WAY EASEMENT

FOR AND IN CONSIDERATION OF Thirty-two and No/100 (\$32.00) Dollars, the receipt of which is hereby acknowledged, Minnie Lee Oates and Birmingham Trust National Bank, as Trustees under the Will of F. C. Oates, Deceased, 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 right of way being 50 feet in width and extending 35 feet to the Northeastly side and 15 feet to the Southwestly side of the center line shown on the attached survey which is incorporated herein and made a part hereof by reference, 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:

A tract of land in the town of Palham containing 6.50 acres, more or less, a part of the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 23, Township 20 South, Range 3 West, and being more particularly described in that certain deed from F. C. Oates, Jr. and Mabel Peters Oates to F. C. Oates, dated July 11, 1933, and of record in Deed Book 94 at page 99 of the deed records of Shelby County, Alabama, and to which deed and the record thereof reference is hereby made for all purposes.

together with the right of unimpaired access to said pipe line and the right of ingress and egress on, over, and through said right of way 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.

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 Birmingham Trust National Bank, Birmingham, Alabama, 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.

The within instrument is executed by Minnie Lee Oates and Birmingham Trust National Bank solely in their capacities as trustees under the Will of F. C. Oates, Deceased, and under the powers and authority therein contained, to which reference is made for a description of said powers and authority. It is understood that Minnie Lee Oates and Birmingham Trust National Bank in their individual or corporate capacities are not parties hereto and shall not be liable hereunder on any account whatsoever.

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 29<sup>th</sup> day of March, 1963.

Minnie Lee Oates  
Minnie Lee Oates, and

Birmingham Trust National Bank, as Trustees  
under the Will of F. C. Oates, Deceased

By: [Signature]  
Vice President & Senior Trust Officer



STATE OF ALABAMA

SHELBY COUNTY

I, the undersigned authority, in and for said County, in said State, hereby certify that Minnie Lee Oates, whose name as Co-trustee under the Will of F. C. Oates, Deceased, 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 22 day of March, 1963.

Notary Public

STATE OF ALABAMA

JEFFERSON COUNTY

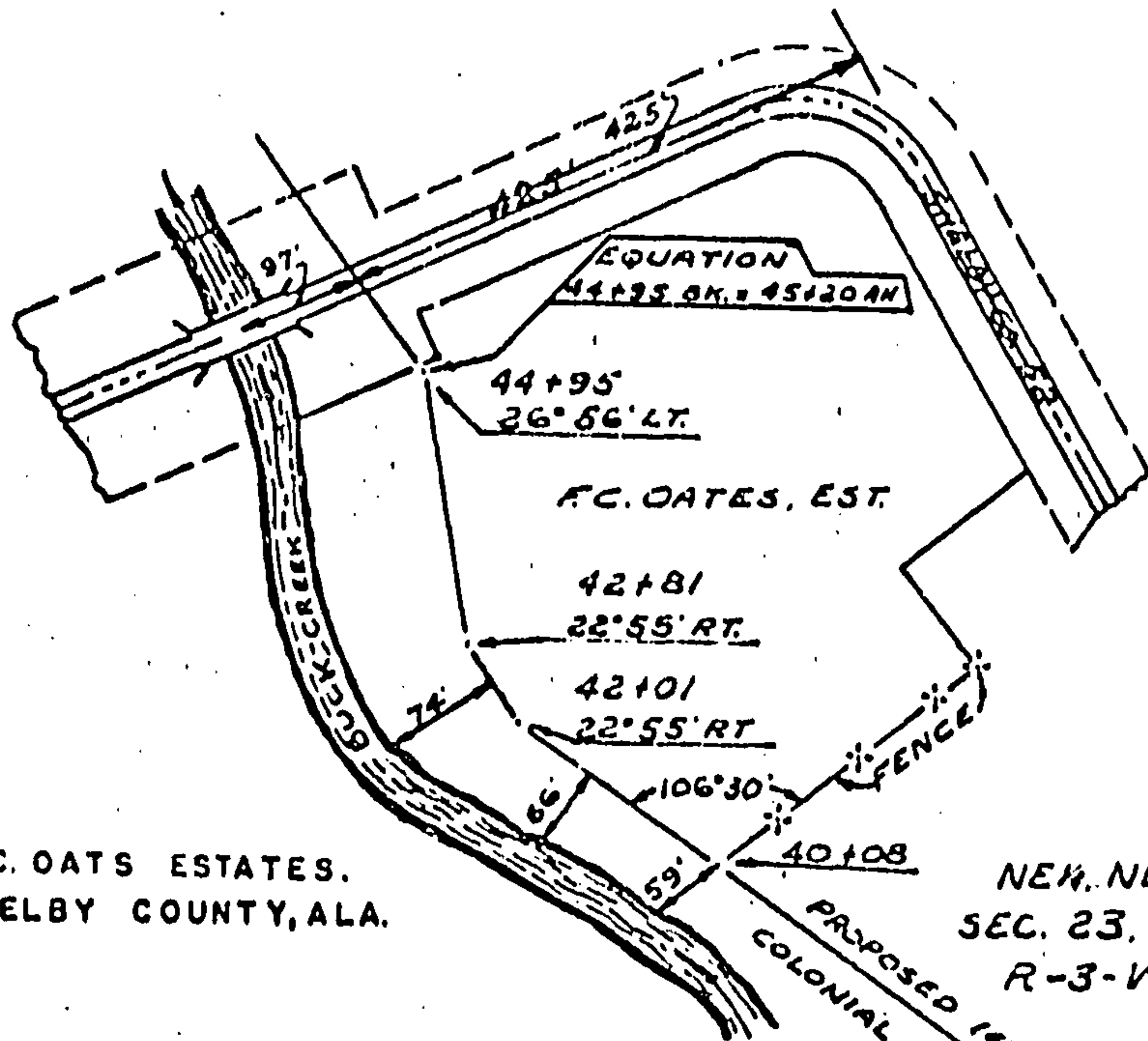
I, the undersigned authority, in and for said County, in said State, hereby certify that John C. Schon, whose name as Vice Pres. & Senior Trust Officer of Birmingham Trust National Bank, a national banking association acting as Co-trustee under the Will of F. C. Oates, Deceased, is signed to the foregoing 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 national banking association acting in its capacity as Co-trustee as aforesaid.

Given under my hand and official seal on this 1st day of April, 1963.

Notary Public

My Comm. Expires August 11, 1964

BOOK 224 PAGE 985



F.C. OATES ESTATES.  
SHELBY COUNTY, ALA.

SCALE: ONE INCH = 200 FEET.

COLONIAL PIPE LINE COMPAN  
ATLANTA, GEORGIA.

PELHAM STATION TO  
PLANTATION'S HELENA

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS INSTRUMENT  
WAS FILED ON 1/11/1933  
RECORDED & INDEXED  
BY 2-1-33 AND HAS BEEN  
PD. ON THIS INSTRUMENT.

*Charles H. Decker*  
NOTARY PUBLIC