

RIGHT OF WAY EASEMENT

2,402-55
105 Rods
DOLLARS,

FOR AND IN CONSIDERATION OF Ten And No 1/1000

the receipt of which is hereby acknowledged, and the further consideration as set forth below and to be paid within the period hereinafter provided, Merle Rich Garnder Sanders, Leon Sanders, William G. Gardner, Krista S. Gardner, his wife, Roy E. Gardner, Ella Ruth Gardner, his wife, John R. Gardner, Betty D. Gardner, his wife

and each and every other person whose name as a Grantor is affixed hereto, hereinafter referred to as Grantors (whether one or more), do hereby grant, bargain, sell 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, replace, repair, change the size of, and remove a pipeline for the transportation of liquids and/or gases, upon and along a route to be selected by Grantee, said right of way being 50 feet in width and extending 35 feet on the SOUTH side and 15 feet on the NORTH side of the center line of the pipeline to be installed hereunder, together with the right to use a strip of land 30 feet in width adjacent to the said right of way (upon the side thereof selected by Grantee) and running the length thereof, as temporary work space during construction of said pipeline, all 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:

SOUTHEAST QUARTER OF SOUTHEAST QUARTER (SE $\frac{1}{4}$ OF SE $\frac{1}{4}$), SECTION 23,
AND SOUTHWEST QUARTER OF SOUTHWEST QUARTER (SW $\frac{1}{4}$ OF SW $\frac{1}{4}$), SECTION 24,
ALL IN TOWNSHIP 19 SOUTH, RANGE 1 EAST, IN THE COUNTY OF SHELBY,
STATE OF ALABAMA.

together with the right of unimpaired access to said pipeline 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 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.

The 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.

This instrument constitutes a present easement grant, subject to the condition, however, that unless (at Grantee's election) on or before MARCH -1-, 1971 Grantee shall pay or tender to Grantors the further sum of \$105.00 as additional consideration, in the manner herein-after provided, the estate, easements, rights and privileges herein granted shall cease and terminate and shall revert to Grantors. Prior to such tender or payment of such additional consideration, Grantee shall not construct any pipe line upon the said property, but Grantee may enter upon the property for the purpose of making surveys and performing work incidental thereto to locate the route of the pipe line to be constructed.

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 FIRST NAT Bank of WILSONVILLE, ALA 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.

W. C. Meigs

Krista S. Gardner

Witness
J. C. Meigs
Witness
J. C. Meigs

Ray E. Gardner
Ella Ruth P. Gardner
John R. Gardner
Betty D. Gardner

IN WITNESS WHEREOF, the undersigned Grantors herein have hereunto set their hands and seals this _____ day of _____, 19____.

Signed, sealed, and delivered in the presence of:

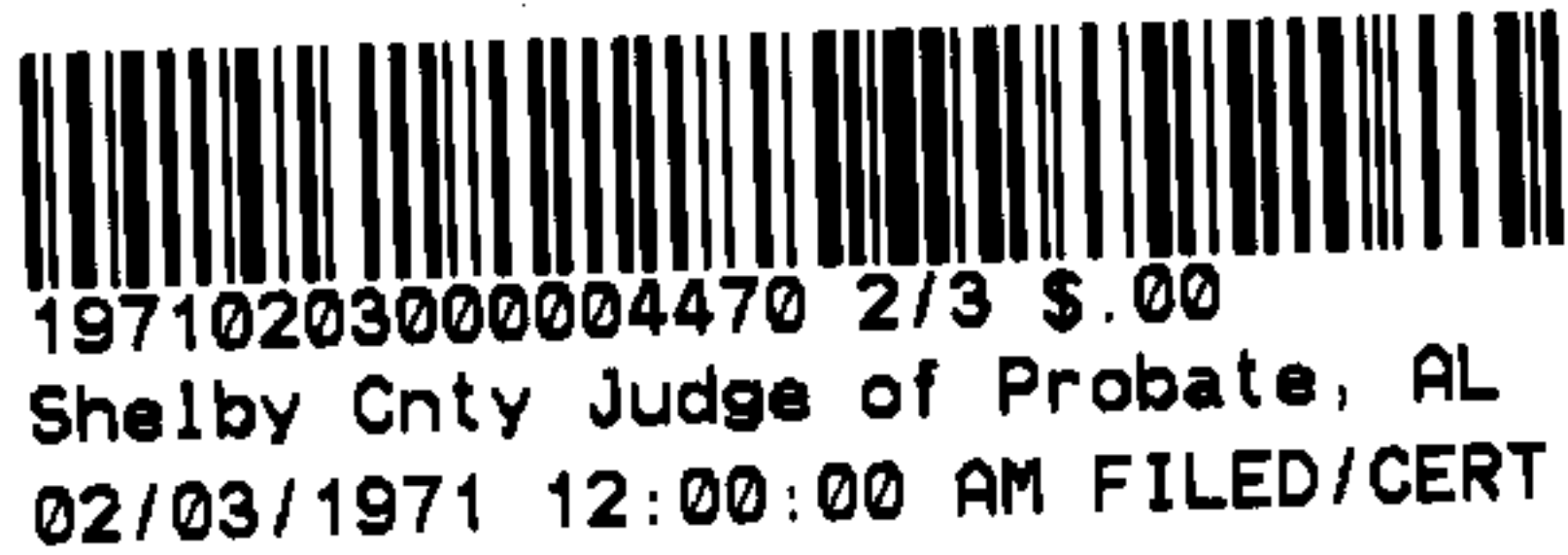
Merle Rich Gardner Sanders (SEAL)
Merle Rich Gardner Sanders
Leon Sanders (SEAL)
Leon Sanders (SEAL)
Grantors

ACKNOWLEDGMENT

STATE OF ALABAMA
COUNTY OF Shelby ALA) SS

I, the undersigned authority, in and for said County, in said State, hereby certify that Merle Rich Gardner Sanders whose name ARE 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, They executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 24 day of Dec, 1970.



Fred M. Strith
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____.

(SEAL)

Notary Public

Line No. 55
BOOK 203 PAGE 29
Mer Sanders, et al
ELINE COMPANY
Red Five (105) Rods
SERVICES, INC.
ELINE COMPANY
ROAD N. E.
IA 30328



19710203000004470 3/3 \$.00
Shelby Cnty Judge of Probate, AL
02/03/1971 12:00:00 AM FILED/CERT

ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF Shelby ALA) SS

I, the undersigned authority, in and for said County, in said State, hereby certify that WILLIAM G. GARDNER + KRISTA S. GARDNER HIS WIFE whose name/s ARE 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, They executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 24 day of Dec, 1970.

Witness
J. C. Meigs

Fred M. Stutts
Notary Public

ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF Shelby ALA) SS

I, the undersigned authority, in and for said County, in said State, hereby certify that ROY E. GARDNER + ELLA RUTH GARDNER HIS WIFE whose name/s ARE 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, They executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 24 day of Dec, 1970.

Witness
J. C. Meigs

Fred M. Stutts
Notary Public

ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF Shelby ALA) SS

I, the undersigned authority, in and for said County, in said State, hereby certify that JOHN R. GARDNER + BETTY D. GARDNER HIS WIFE whose name/s ARE 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, They executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 24 day of Dec, 1970.

Witness
J. C. Meigs

Fred M. Stutts
Notary Public

ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF Shelby ALA) SS

I, the undersigned authority, in and for said County, in said State, hereby certify that _____ whose name/s _____ signed to the foregoing instrument and who _____ known to me, acknowledged before me on this day that, being informed of the contents of the instrument, _____ executed the same voluntarily on the day the same bears date.

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

Commission Expires
Sept 1974

Commission Expires
Sept 1974

Commission Expires
Sept 1974

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1971 FEB 3 11:00:53
REC. EX. & INDEXED
U.C. 111
FILED ABOVE