

RIGHT OF WAY EASEMENT

FOR AND IN CONSIDERATION OF TWENTY-FIVE (\$25.00) DOLLARS, the receipt of which is hereby acknowledged, and the further consideration as set forth below and to be paid within the period hereinafter provided, The Board of Trustees of The University of Alabama, a corporation acting by and through its duly authorized Executive Committee, composed of John A. Caddell, as Chairman, and Thomas S. Lawson, Ehney A. Camp, Jr., and Ernest G. Williams, as members thereof, hereinafter referred to as Grantors, 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 one 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 25 feet on the North side and 25 feet on the South side of the center line of the pipeline to be installed hereunder, together with the right to use a strip of land 25 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:

The North Half of the Southwest Quarter ($N\frac{1}{2}$ of $SW\frac{1}{4}$) and the Southwest Quarter of the Southwest Quarter ($SW\frac{1}{4}$ of $SW\frac{1}{4}$) and the Northwest Quarter of the Southeast Quarter ($NW\frac{1}{4}$ of $SE\frac{1}{4}$) and the South Half of the Northeast Quarter ($S\frac{1}{2}$ of $NE\frac{1}{4}$) all in Section 18, Township 21 South, Range 4 West, Centerline of said pipeline shall be approximately 20 feet South and run parallel to the existing Colonial Pipeline on the above described property.



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2

together with the right of unimpaired access to said pipeline and the right of ingress and egress on, over, and through Grantor's 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 caused by Grantee, exercising any rights herein granted; provided, however, after the pipe line has been installed, Grantee shall not be liable for damages by keeping said right of way clear of trees, undergrowth, brush, structures, and obstructions in the exercise of its rights granted herein.

As additional consideration, Grantee agrees to and shall, at the time of construction of said pipe line, remove all stump and debris from said pipe line right of way, prepare for planting and plant said right of way with suitable pasture grasses or wild-life food plants.

The pipe line constructed by Grantee across any portion of the above-described land shall 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 is 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 July 1, 1971 Grantee shall pay or tender to Grantors the further sum of Six Hundred Eighty-two (\$682.00) Dollars as additional consideration, in the manner hereinafter 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.

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.

This easement is granted subject to Grantee giving sufficient notice of the location of the 25 foot temporary right of way so that the University may remove any timber thereon to which the Grantor retains title.

It is understood and agreed that the right of way herein granted shall be 75 feet in width during the period of construction, and that after construction and clean-up, then the said permanent right of way shall be 50 feet in width, extending 25 feet on the north and 25 feet on the south side of the center line of said pipe line then in place under this agreement.



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4

IN WITNESS WHEREOF, the Grantor herein has hereunto caused this conveyance to be executed in its name by its duly authorized Executive Committee and its corporate seal to be affixed on this

13th day of January, 1971.

THE BOARD OF TRUSTEES OF THE UNIVERSITY
OF ALABAMA

By John A. Caddell
as Chairman of its Executive Committee

By Emory A. Camp Jr.
as Member of its Executive Committee

By Emory S. Williams
as Member of its Executive Committee

By Thomas S. Caddell
as Member of its Executive Committee

STATE OF ALABAMA,

MORGAN COUNTY,

I, Thomas A. Caddell, a Notary Public in and for said County and State, hereby certify that John A. Caddell, whose name appears as Chairman of the Executive Committee of The Board of Trustees of The University of Alabama, a corporation, and who is known to me, acknowledged before me on this day that, being informed of the contents of the said easement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the 13th day of January, 1971.

Thomas A. Caddell
Notary Public

STATE OF ALABAMA,

JEFFERSON COUNTY,

I, Emory A. Camp Jr., a Notary Public in and for said County and State, hereby certify that Emory A. Camp Jr., whose name appears as Member of the Executive Committee of The Board of Trustees of The University of Alabama, a corporation, and who is known to me, acknowledged before me on this day, that being informed of the contents of the said easement, he, as such member and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the 14th day of January, 1971.

Emory A. Camp Jr.
Notary Public

92

BOOK 203 PAGE

STATE OF ALABAMA,
Insalaco
 JEFFERSON COUNTY,

I, *Luc Moss*, a Notary Public in and for said County and State, hereby certify that *Forest B. Williams* whose name appears as Member of the Executive Committee of The Board of Trustees of The University of Alabama, a corporation, and who is known to me, acknowledged before me on this day, that being informed of the contents of the said easement, he, as such member and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the 20th day of *January*, 1971.

Luc Moss
 Notary Public

STATE OF ALABAMA,
 COUNTY OF MONTGOMERY,,

I *Thomas J. Hudgens*, a Notary Public in and for said County and State, hereby certify that *Thomas J. Lawton* whose name appears as Member of the Executive Committee of The Board of Trustees of The University of Alabama, a corporation, and who is known to me, acknowledged before me on this day, that being informed of the contents of the said easement, he, as such member and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the 20 day of *January*, 1971.

Thomas J. Hudgens
 Notary Public



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