

19710421000015360 1/2 \$ .00  
Shelby Cnty Judge of Probate, AL  
04/21/1971 12:00:00 AM FILED/CERT

2:402:62  
46 Rods

2660

# RIGHT OF WAY EASEMENT

FOR AND IN CONSIDERATION OF --- FORTY-SIX and NO/100 --- DOLLARS,

the receipt of which is hereby acknowledged, Charles B. Holliman and Leta J. Holliman, husband and wife

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 route to be selected by Grantee, said right of way being 55 feet in width and extending 35 feet South & 20' North of the center line of the first pipe line installed hereunder, 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:

Beginning at the Southwest Corner of Northwest Quarter of Southeast Quarter (SE 1/4) thence run North along the North center line of Section 24, to the right of way of U.S. Highway 280, thence easterly along said right of way to a point of 330 feet East of said North and South center line of said Section 24, thence South to a point 330 feet East of the Southwest corner of said Northwest Quarter of Southwest Quarter thence West to the point of beginning in Section 24, Township 19 South, Range 1 East all of the East Half of West Half of Northwest Quarter of Southeast Quarter (E 1/2 of W 1/2 of NW 1/4 of SE 1/4) lying South of right of way of U.S. Highway 280, in Section 24, Township 19 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 herein set forth, Grantors hereby warrant and Grantee and its successors and assigns the right at any time to construct, operate, maintain, inspect, replace, repair, change the size of, and remove a pipe line for the transportation of liquids and/or gases, upon and along a route to be selected by Grantee, said right of way being 55 feet in width and extending 35 feet South & 20' North of the center line of the first pipe line installed hereunder, 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:~~

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 assigns, so long as said right of way and easements are used for the purposes granted herein.

It is agreed and understood that the right of way shall be 105 ft. in width during

the construction period and after construction has been completed the permanent right of way

will be 55 ft. in width and extend 20 ft. North and 35 ft. South of the pipeline now

in place.

IN WITNESS WHEREOF, the Grantors herein have hereunto set their hands and seals this 19th day of

April, 1971

signed, sealed, and delivered in the presence of:

Roscoe F. Day

Charles B. Holliman (Seal)  
Charles B. Holliman, husband  
Leta J. Holliman (Seal)  
Leta J. Holliman, wife  
Grantors (Seal)

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FILE

BOOK 267

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IN WITNESS WHEREOF, the undersigned Grantors herein have hereunto set their hands and seals this 19 day of April, 19 71.

Signed, sealed, and delivered in the presence of:

Rouge F. Day

Charles B. Holliman (SEAL)  
Charles B. Holliman, husband  
Leta J. Holliman (SEAL)  
Leta J. Holliman, wife  
Grantors (SEAL)

ACKNOWLEDGMENT

STATE OF ALABAMA )  
COUNTY OF Shelby ) SS

I, the undersigned authority, in and for said County, in said State, hereby certify that Charles B. Holliman & Leta J. Holliman, 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, that they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 19th day of April, 19 71.

Frank B. Carter  
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 \_\_\_\_\_.



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(SEAL)

Notary Public

Loc 2-1102 Line No. 62  
332  
FROM BOOK 267 PAGE 332  
Charles B. Holliman and Leta J. Holliman, husband and wife  
TO  
COLONIAL PIPELINE COMPANY  
Line Baton Rouge to Atlanta  
Length 1/6 Rods

UNIVERSAL FIELD SERVICES  
Suite 417  
6075 Roswell Road, N. E.  
Atlanta, Georgia 30328

U.C.C. FILE NUMBER OR REC. BK. & PAGE AS SHOWN ABOVE  
1971 APR 21 PM 12:42  
STATE OF ALA. SHELBY CO. INSTRUMENT WAS FILED  
1971 APR 21 PM 12:42  
NAME OF REGISTRAR

195