

2661

## RIGHT OF WAY EASEMENT

FOR AND IN CONSIDERATION OF - - -FOURTEEN AND NO/100 - - - - - DOLLARS,

the receipt of which is hereby acknowledged, Legrand H. Amberson & Francis Y. Amberson,  
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 \_\_\_\_\_ feet in width and extending \_\_\_\_\_ feet from either side 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:

Southwest Quarter of the Southeast Quarter (SW 1/4 of SE 1/4) of Section 18, Township  
19 South, Range 2 East,

It is agreed and understood that the right of way shall be 100' wide during

construction and after construction the permanent right of way shall be 50' in

width and shall extend 48' North and 2' South of the pipeline then in place.

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 hereby given to Grantee, Grantors hereby grant unto said Grantee, its successors and assigns, the right to any and all portions of the above described land which may be necessary for the construction, maintenance, inspection, operation, protection, replacement, repair, change of size of, and removal of a pipe line constructed by Grantee on Grantors' above described land and Grantee agrees to pay Grantors the sum of \$\_\_\_\_\_ per foot for each additional pipe line constructed, said payment to be made in cash or in kind at the option of Grantee. Said additional portions of the above described land shall be subject to the same rights, covenants, and conditions 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 assigns, 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 17<sup>th</sup> day of

April, 1971.

Signed, sealed, and  
delivered in the presence of:

Fred M. Strothers  
Fred M. Strothers

Legrand H. Amberson (Seal)  
Legrand H. Amberson, (husband)  
Francis Y. Amberson (Seal)  
Francis Y. Amberson (wife)  
\_\_\_\_\_  
Grantors





19710421000015440 2/2 \$.00  
Shelby Cnty Judge of Probate, AL  
04/21/1971 12:00:00 AM FILED/CERT

IN WITNESS WHEREOF, the undersigned Grantors herein have hereunto set their hands and seals  
this 17 day of April, 19 71

Signed, sealed, and  
delivered in the presence of:

\_\_\_\_\_  
Legrand H. Amberson (husband) (SEAL)

\_\_\_\_\_  
Francis Y. Amberson (wife) (SEAL)

\_\_\_\_\_  
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 Legrand H. Amberson & Francis Y. Amberson, h/w whose name s are 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 17 day of April, 19 71.

Fred M. Strothers  
Fred M. Strothers 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

Loc 2:402 Line No. 69  
  
BOOK 267 PAGE 334 FROM  
Legrand H. Amberson and  
Francis Y. Amberson, h/w  
  
TO  
  
COLONIAL PIPELINE COMPANY  
  
Line Baton Rouge to Atlanta  
  
Length 1 1/4 Rods

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

195  
STATE OF ALA. SHELBY CO.  
CERTIFY THIS  
INSTRUMENT WAS FILED  
1971 APR 21 PM 12:42  
REC. BK. & PAGE AS SHOWN ABOVE  
U.C.C. FILE NUMBER OR  
JUDGE OF PROBATE  
Conrad M. Strothers

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