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Shelby Cnty Judge of Probate, AL
06/07/1971 12:00:00 AM FILED/CERT

3392

2-402-46

RIGHT OF WAY EASEMENT

FOR AND IN CONSIDERATION OF Eighty Nine & 10/100 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, E. P. Gardner and Ruby G. 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 North side and 15 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 35 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:

Southwest Quarter of Southeast Quarter (SW $\frac{1}{4}$ of SE $\frac{1}{4}$) of Section 28, Township 19 South, Range 1 East, situated in Shelby County, State of Alabama, less and except 2 acres in the Southwest corner thereof previously conveyed to Leonard L. White, et ux, Delene White, by Deed Recorded in Conveyance Book 159, Page 592, in the Probate Office of Shelby County, Alabama.

Centerline of said pipeline shall be approximately 20 feet South and run parallel to the existing Colonial Pipeline on the above referred to property. The temporary work space as set out in easement does not include where house is located.

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 , 19 Grantee shall pay or tender to Grantors the further sum of \$ 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, Grantors 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.

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

IN WITNESS WHEREOF, the undersigned Grantors herein have hereunto set their hands and seals
this 4th day of June, 1971.

Signed, sealed, and
delivered in the presence of:

H. A. Sackman

E. P. Gardner (SEAL)

Ruby K Gardner (SEAL)

Grantors (SEAL)

ACKNOWLEDGMENT

STATE OF ALABAMA

COUNTY OF Jefferson

SS

I, the undersigned authority, in and for said County, in said State, hereby
certify that E. P. Gardner & Ruby G. Gardner whose name
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 instru-
ment, They executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 4th day of June, 1977.

June W. Harrison
Notary Public
My Commission Expires October 31

My Commission Expires October 30, 1972

Loc _____ Line No. _____

FROM

BOOK 268 PAGE 215

TO

COLONIAL PIPELINE COMPANY

Line _____

Length _____ Rods _____

Universal Field Service
Bessemer



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