

RIGHT OF WAY EASEMENT

4258 2-401-244-A

FOR AND IN CONSIDERATION OF Thirty-two and No/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, Martin Marietta Corporation

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 15 feet on the North side and 35 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 15 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:

All that part of the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ of SE $\frac{1}{4}$) of Section 23, Township 20 South, Range 3 West, lying East of Buck Creek.

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, 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 _____ 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 28th day of July, 19 71.

Signed, sealed, and
delivered in the presence of:

MARTIN MARIETTA CORPORATION

[Signature] (SEAL)
Vice President

(SEAL)

(SEAL)

Grantors

(SEAL)

ATTEST:

[Signature]
Assistant Secretary

ACKNOWLEDGMENT

STATE OF ALABAMA
COUNTY OF _____

} SS

I, the undersigned authority, in and for said County, in said State, hereby certify that _____
whose name _____ 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 the _____ day of _____, 19 ____.

Notary Public

ACKNOWLEDGMENT

STATE OF ~~ALABAMA~~ NEW YORK
COUNTY OF _____ NEW YORK

I, the undersigned authority, in and for said County, in said State, hereby certify that _____
E. W. Medbery, whose name as President of the Martin Marietta Corporation
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 28th day of July, 1971.

JOHN A. MCCARTHY
Notary Public, State of New York
No. 60-7797250
Qualified in Westchester County
Certificate Filed in New York County
Commission Expires March 30, 1972

[Signature]
Notary Public

19710803000031740 2/2 \$.00
Shelby Cnty Judge of Probate, AL
08/03/1971 12:00:00 AM FILED/CERT

STATE OF ALA. SHELBY CO.
CERTIFY THIS
INSTRUMENT WAS FILED
1971 AUG -3 AM 8:42
U.C. FILE NUMBER OR
REC. BK. & PAGE AS SHOWN ABOVE
JUDGE OF PROBATE
Carroll M. [Signature]

3411-1