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372

(\$ 1,500.00), the receipt and adequacy of which is hereby acknowledged.

Lee Oates as Co-Trustees u/w/o Forrest C. Oates, deceased

hereinafter referred to as Grantors (whether one or more), do hereby grant, bargain, sell, convey, and warrant unto COLONIAL PIPELINE COMPANY, a Delaware corporation, its successors and assigns, hereinafter referred to as Grantee, an indefeasible easement for a pipeline right of way with the right to construct, maintain, inspect, identify, operate, protect, replace, repair, change the size of, and remove, a pipeline and appurtenances, including markers, for the transportation of liquids, gases, solids, and/or mixtures of any or all thereof, upon and along a route to be selected by Grantee, said right of way being Thirty-five (35) feet in width and extending from the center line of the right of way to the center line of the right of way side and from the center line of the right of way to the center line of the right of way side of the center line of the right of way, together with the right to use a strip of land Fifty-five (55) 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, 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:

A tract or parcel of land lying and being in Section 23, Township 20 South, Range 13 West of Shelby County, State of Alabama, more particularly described in a Deed from F. C. Oates, Jr. and Mabel Peters Oates to F. C. Oates dated July 11, 1933 and recorded in Deed Book 94, at page 99, of the Records of Shelby County, State of Alabama, to which reference is hereby made.

It is understood and agreed the 35 foot right of way shall be northeast of and parallel and adjacent to Grantee's existing 16" pipeline.

During installation of said pipeline the construction area shall be confined to a strip of land 90 feet wide except at road, rail road and waterway crossings where said area shall not exceed 150 feet wide and 200 feet in length.

It is also understood and agreed the above consideration includes full compensation in advance for all anticipated damages on both the permanent and temporary right of way caused by the construction of said pipeline.

The within easement is executed by Birmingham Trust National Bank solely in its capacity as Co-Trustee and under the powers and authority therein contained, to which reference is made for a description of said powers and authority. It is understood that Birmingham Trust National Bank in its individual or corporate capacity is not a party hereto and shall not be liable hereunder on any account whatsoever.

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, structures, engineering works or other obstructions of any type whatsoever on the above described right of way strip unless authorized in writing by Grantee. The Grantors agree to leave such pipelines undisturbed as to location and depth. These shall be covenants 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 pipeline 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, buildings, structures, engineering works and obstructions in the exercise of its rights granted herein.

Any pipeline constructed hereunder 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 pipeline above the channel or any natural or man-made stream, ravine, ditch or watercourse.

As a part of the consideration hereinabove set forth, Grantors hereby grant unto said Grantee, its successors and assigns, the right at any time to construct, operate, and maintain an additional pipeline or pipelines within the right of way easement herein granted, and Grantee agrees to pay Grantors the sum of \$ 1.00 per rod for each additional pipeline constructed, said payment to be made before construction commences. Said additional pipeline or pipelines shall be subject to the same rights, privileges, and covenants 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 in the hands of said Grantors, or any one of them.~~

in the _____ Bank of _____ and paymaster: made shall be deemed and considered as payment. XX

Delay of Grantee in the use or exercise of any right or easement hereby granted, or in laying or installing the first pipeline or additional lines in or along said right of way, shall not result in the loss, limitation or abandonment of any of the right, title, interest, easement or estate hereby granted.

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, easement, estate and privileges over, in, through, and to the above-described land unto the said Grantee, its successors and assigns, forever; and Grantors do hereby bind themselves and their respective heirs, successors, executors, administrators, and assigns to warrant and forever defend all and singular said rights and easements unto said Grantee, its successors and assigns, and against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to restrictions and easements of record, if any. During installation of said pipeline the construction area shall be confined to a strip of land 90 feet in width except at road, railroad and waterway crossings where said area shall not exceed 150 feet in width and 200 feet in length.

IN WITNESS WHEREOF, the Grantors herein have hereunto set their hands and seals this 4th day of April, 1978.

Signed, sealed and
delivered in the presence of:

Birmingham Trust National Bank as Co-Trustee
u/w/o Forrest C. Oates, deceased

Trust Officer - Real Estate

Minnie Lee Oates, Co-Trustee

GRANTORS

19780412000044030 1/2 \$.00
Shelby Cnty Judge of Probate,AL
04/12/1978 12:00:00AM FILED/CERT

GA 3412-2 (7-77)

ACKNOWLEDGMENT

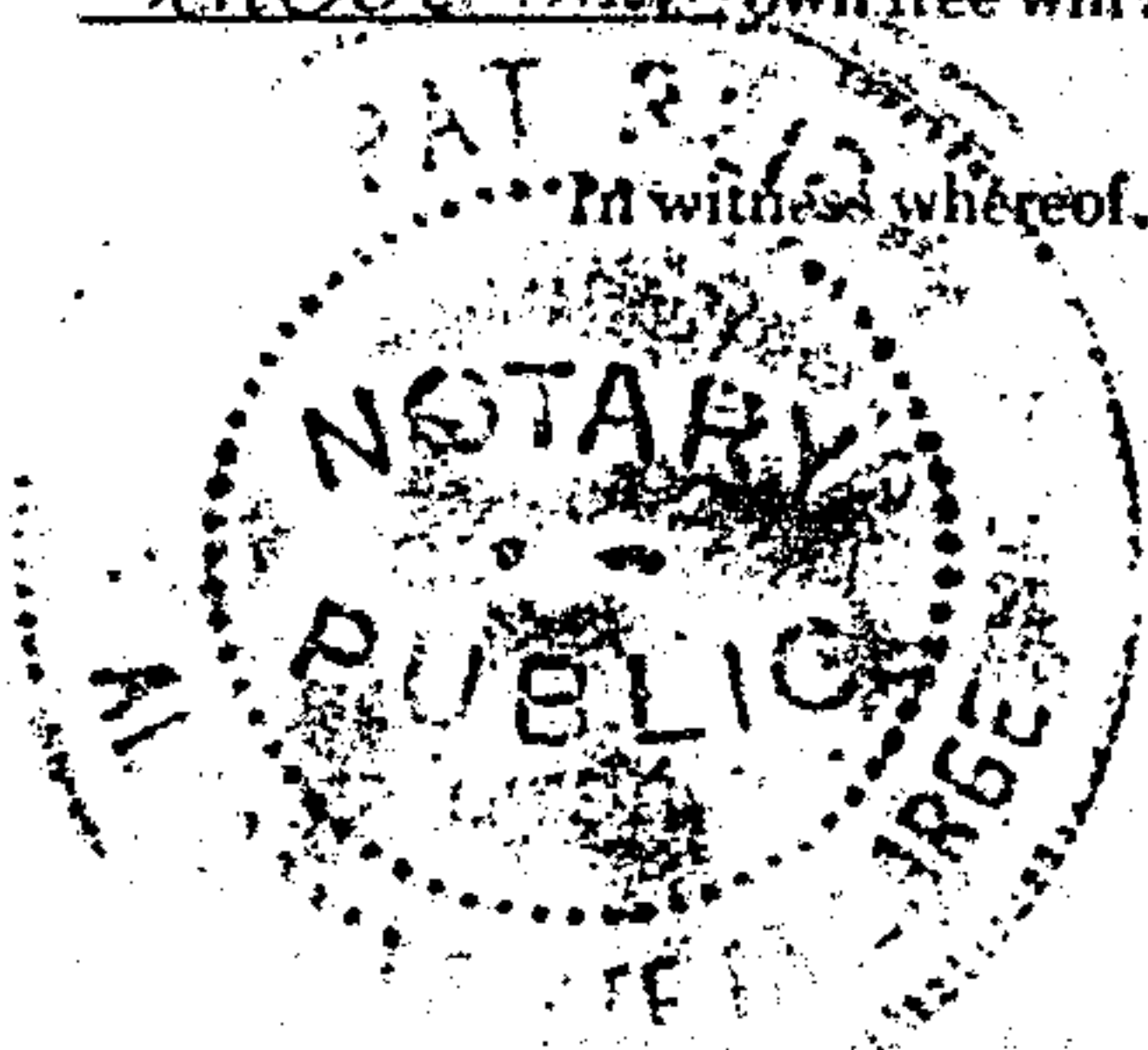
STATE OF ~~GEORGIA~~ Alabama

COUNTY OF SHELBY SS

I, Pat Reid, a Notary Public, residing in the County and State aforesaid, do

certify that Ronald H. Moon and Minnie Lee Oates, being personally known to me, this day appeared before me personally and did acknowledge that they did sign, seal, and deliver the foregoing instrument of their own free will and accord, for the purposes therein named and expressed.

In witness whereof, I have hereunto set my hand and official seal this 4th day of April, 19 78



Pat Reid

Notary Public

My Commission expires June 2, 1980

PROOF BY ATTESTING WITNESS

STATE OF ~~GEORGIA~~ Alabama

COUNTY OF _____ SS

Before me, _____, a Notary Public, personally came

to me known to be the individual whose signature is affixed to the foregoing instrument as one of the witnesses thereto, who, being sworn, says that _____ he was present at the time when said instrument was executed; that _____ he saw the same signed, sealed and delivered by

whose signature(s) is/are affixed as Grantor(s); that _____ the other subscribing witness thereto, was likewise present at said time and witnessed said execution of said instrument, and that _____ he, the said

_____ and the said _____ then and there signed the same as attesting witnesses.

Attesting Witness

Sworn to and subscribed before me this _____ day of _____, 19 _____.

Notary Public

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1978 APR 12 AM 11:43

Seed Tax 150
Rec. 300
Ind. 100
550

CORPORATE ACKNOWLEDGEMENT
Thomas A. Drouillard, Jr.
JUDGE OF PROBATE

STATE OF ~~GEORGIA~~ Alabama

COUNTY OF _____

I, _____, a Notary Public, residing in the County and State aforesaid, do

certify that _____, who is personally to me known,

this day appeared before me and acknowledged that _____ is the _____ president of _____

_____, a corporation, that _____ was empowered to execute the foregoing conveyance by a duly made resolution of the board of directors of said corporation, that _____ executed the foregoing instrument as _____ president of said corporation for the consideration and for the purposes therein stated, and that _____ who attested _____ signature is the _____ secretary of said corporation.

Witness my hand and seal this _____ day of _____, 19 _____.

Notary Public

