

RIGHT OF WAY EASEMENT

FOR AND IN CONSIDERATION OF Eighty Three & No/100 DOLLARS,

the receipt of which is hereby acknowledged, Wayne M. Ellison and Edna L. Ellison

his wife. R.R. # 1 Siluria, Alabama

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 pipeline right of way with the right to construct, maintain, inspect, operate, protect, repair, replace, change the size of, and remove a pipeline for the transportation of liquids and/or gases 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:

That part of Southwest Quarter of Northwest Quarter (SW $\frac{1}{4}$) of

NW $\frac{1}{4}$) described as beginning at the Northwest (NW) corner of

Southwest Quarter of Northwest Quarter (SW $\frac{1}{4}$ of NW $\frac{1}{4}$) running

South 751 feet thence East 1395.2 feet thence North 751

feet thence West 1395.2 feet, to point of beginning, situated

in the County of Shelby, State of Alabama, Section 19, Town-

~~Ship 20 South, Range 2 West.~~



together with the right of unimpaired access to said pipeline and the right of ingress and egress on, over, and through the above-described land for any and all purposes necessary and incident to the exercise by said Grantee of the rights granted hereunder.

The said Grantors shall have the right to use and enjoy the above-described land except as the same may be necessary for the purposes herein granted to the said Grantee. Grantors agree not to build, create, or construct any obstructions, engineering works, or other structures over said pipe line nor permit the same to be done by others.

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.

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 water course.

As a part of the consideration hereinabove set forth, Grantor hereby grants unto Grantee, its successors and assigns, the right to lay, use, construct, operate, and maintain an additional pipeline or pipelines substantially parallel to the first pipeline constructed

BY EXERCISING GRANTORS' RIGHTS ABOVE DESCRIBED, AND GRANTEE AGREES TO PAY GRANTORS THE SUM OF \$ XXX X XXXXXX 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 conditions set forth in this Right of Way Easement.

It is agreed that any payment hereunder may be made direct to said Grantees, or any one of them, or by depositing such payment with

~~any~~ ~~of~~ ~~the~~ ~~grants~~ ~~or~~ ~~any~~ ~~one~~ ~~of~~ ~~them~~, ~~in~~ ~~the~~ ~~XXXXXX XXXX XXXX Bank of XXXX XXXXXX XXXX XXXX XXXX~~

The rights herein granted may be assigned in whole or in part.

The terms, conditions, 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.

IN WITNESS WHEREOF, the Grantors herein have hereunto set their hands and seals this 16th day of May 19 62.

Wayne M. Ellison

~~Wayne M. Ellison~~

Edna L. Ellison

Edna L. Ellison

Grantors

Signed, sealed, and
delivered in the presence of,

Dr. J. Wayne McCarty

John C. Bailey

By: J. J. Lutton
R/W SUPERVISOR

ACKNOWLEDGMENT

STATE OF ALABAMA }
COUNTY OF Shelby } SS

I, the undersigned authority, in and for said County, in said State, hereby certify that Wayne M. Ellison and
Edna L. Ellison whose name s 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,
they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 16th day of May, 1962
My Commission Expires February 17, 1964

John C. Bailey
John C. Bailey
Notary Public

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____

John C. Bailey
Notary Public

WIFE'S SEPARATE ACKNOWLEDGMENT

STATE OF ALABAMA }
COUNTY OF Shelby } SS

I, the undersigned authority, in and for said County, in said State, hereby certify that on this day came before me the within named
Edna L. Ellison known to me to be the
wife of the within named Wayne M. Ellison
who being examined separate and apart from the husband touching her signature to the within instrument, acknowledged that she
signed the same of her own free will and accord, without fear, constraints or threats on the part of the husband.

In witness whereof, I have hereunto set my hand and official seal, on this 16th day of May, 1962
My Commission Expires February 17, 1964

John C. Bailey
Notary Public
John C. Bailey

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Series	Line No.	FROM	TO	Line	Length	Rods
			COLONIAL PIPELINE COMPANY			

1021
STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 5/22/62
RECORDED & \$5.00 MTG. TAX
& \$5.00 DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.
Conrad H. Fowler
JUDGE OF PROBATE