

4213

RIGHT OF WAY EASEMENT

FOR AND IN CONSIDERATION OF Seventy Nine & No/100 DOLLARS,

the receipt of which is hereby acknowledged, John M. Haley and Edith L. Haley, his wife

2301 Pearson Ave. Birmingham, Ala.

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:

All that part of the Southwest Quarter of the Northeast Quarter, (SW
of NE), lying Northwest of the Atlantic Coast Line Rail Road of Sec-
tion 20, Township 20 South, Range 2 West, located in Shelby County,
State of Alabama,



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, Grantors hereby grant and convey unto Grantee, its successors and assigns, 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 above-described land, of which Grantors warrant they are the owners in fee simple, 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.~~

~~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 XXXXXXXXXXXXXXXXXX XXXXX Bank of XXXXXXXXXXXXXXXXXX XXXXX~~

~~and payment to said bank shall be deemed and considered as payment to each of said Grantors.~~

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.

It is understood and agreed that the ^{right} of way herein granted shall be 75', in width during the period of construction, and that after construction and clean-up, then the said permanent right of way shall be 50' ft. in width, extending 35 ft. on the south side and 15 ft. on the north side of the center line of said pipe line then in place.

IN WITNESS WHEREOF, the Grantors herein have hereunto set their hands and seals this 16th day of May, 1962

Signed, sealed, and delivered in the presence of

J. Wayne McCarty
T.L. Smith

Edith L. Haley (Seal)
John M. Haley (Seal)
Grantors (Seal)

BOOK 220 PAGE 639

By:

R/W SUPERVISOR

STATE OF ALABAMA

COUNTY OF

SS

I, the undersigned authority, in and for said County, in said State, hereby certify that

Robert Newhall Yarnall whose name SAC 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,

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

L.G. Notary Public
Nunnaley Sr.

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

STATE OF ALABAMA

COUNTY OF _____

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

known to me to be the

wife of the within named John M. Haley
who being examined separately 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 16 day of May, 1962

Notary Public

L.G. Nunnaley Sr.

Line No.

FROM

10

COLONIAL PIPELINE COMPANY

Line

Length:

Results

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 8/28 1962
RECORDED & \$..... MTG. TAX
& \$50 DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.

Conrad H. Fowler
JUDGE OF PROBATE