

4216

RIGHT OF WAY EASEMENT

FOR AND IN CONSIDERATION OF One Hundred Twenty-two and No/100 (\$122.00) DOLLARS,

the receipt of which is hereby acknowledged, C. S. Whisenhunt and Rosettea Connell Whisenhunt,

his wife, Route #1, Chelsea, 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:

Northeast Quarter of Northwest Quarter of Southeast Quarter

(NE $\frac{1}{4}$  of NW $\frac{1}{4}$  of SE $\frac{1}{4}$ ), Northeast Quarter of Southeast Quarter (NE $\frac{1}{4}$  of SE $\frac{1}{4}$ )

except 13 acres lying South of Yellow Leaf Creek, Section 2, Township

20 South, Range 1 West, situated in Shelby County, State of Alabama.

Also the East 30 acres of the Southeast Quarter of Northeast Quarter

(SE $\frac{1}{4}$  of NE $\frac{1}{4}$ ) Section 2, Township 20 South, Range 1 West, situated 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 unto said Grantee, its successors and assigns, the right at any time to construct, operate, and maintain an additional pipeline or pipelines substantially parallel to the first pipeline constructed

by Grantee on Grantors' land, above described 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 conditions 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 to

the credit of said Grantors, or any one of them, in the Birmingham Federal Bank of Birmingham, Alabama, and payment so made 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.

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

Signed, sealed, and delivered in the presence of

Olin P. Olen  
E. H. Payne

E. H. Payne

C. S. Whisenhunt (Seal)  
Rosettea Connell Whisenhunt (Seal)

Grantors

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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 C. S. Whisenhunt and  
Rosettea Connell Whisenhunt, his wife 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: 7-14-62

E.H. Payne  
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\_\_\_\_

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  
Rosettea Connell Whisenhunt known to me to be the  
wife of the within named C. S. Whisenhunt  
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: 7-14-62

E.H. Payne  
Notary Public

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

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS INSTRUMENT  
WAS FILED ON 5/28/62  
RECORDED & \$\_\_\_\_ MTG. TAX  
& \$\_\_\_\_ DEED TAX HAS BEEN  
PD. ON THIS INSTRUMENT.

Conrad H. Fowler  
JUDGE OF PROBATE