

4217

RIGHT OF WAY EASEMENT

FOR AND IN CONSIDERATION OF Fifty-Eight and No/100 (\$58.00) - - - - - DOLLARS,  
the receipt of which is hereby acknowledged, W. D. Osborn and Alene McClendon Osborn, his wife,  
whose address is Sterrett, Alabama, Route #1,

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 of the 37.5 acres of Northeast Quarter of Southeast Quarter  
(NE $\frac{1}{4}$  of SE $\frac{1}{4}$ ), except that Fractional part of said Northeast Quarter  
of Southeast Quarter (NE $\frac{1}{4}$  of SE $\frac{1}{4}$ ) lying South of the Pumpkin Swamp  
Road and East of the Old Weldon Road toward Columbiana, Northwest  
Quarter of Southeast Quarter (NW $\frac{1}{4}$  of SE $\frac{1}{4}$ ) all in Section 31, Town-  
ship 19 South, Range 1 East. North Half of South Half of Northwest  
Quarter of Southwest Quarter (N $\frac{1}{2}$  of S $\frac{1}{2}$  of NW $\frac{1}{4}$  of SW $\frac{1}{4}$ ) in Section 32  
Township 19 South, Range 1 East, 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.

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 First National Bank of Columbiana, Ala., 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.

It is understood and agreed that the right of way herein granted shall be 75 feet in width during the period of construction, and that after construction and clean-up, then the said permanent right of way shall be 50 feet in width, extending 35 feet on the South side and 15 feet 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 15 day of May, 19 62.

Signed, sealed, and delivered in the presence of

Oliver T. Osborn  
Oliver T. Osborn  
E. H. Payne  
E. H. Payne

W. D. Osborn (Seal)  
Alene McClendon Osborn (Seal)  
Alene McClendon Osborn (Seal)  
Grantors (Seal)

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ACKNOWLEDGMENT

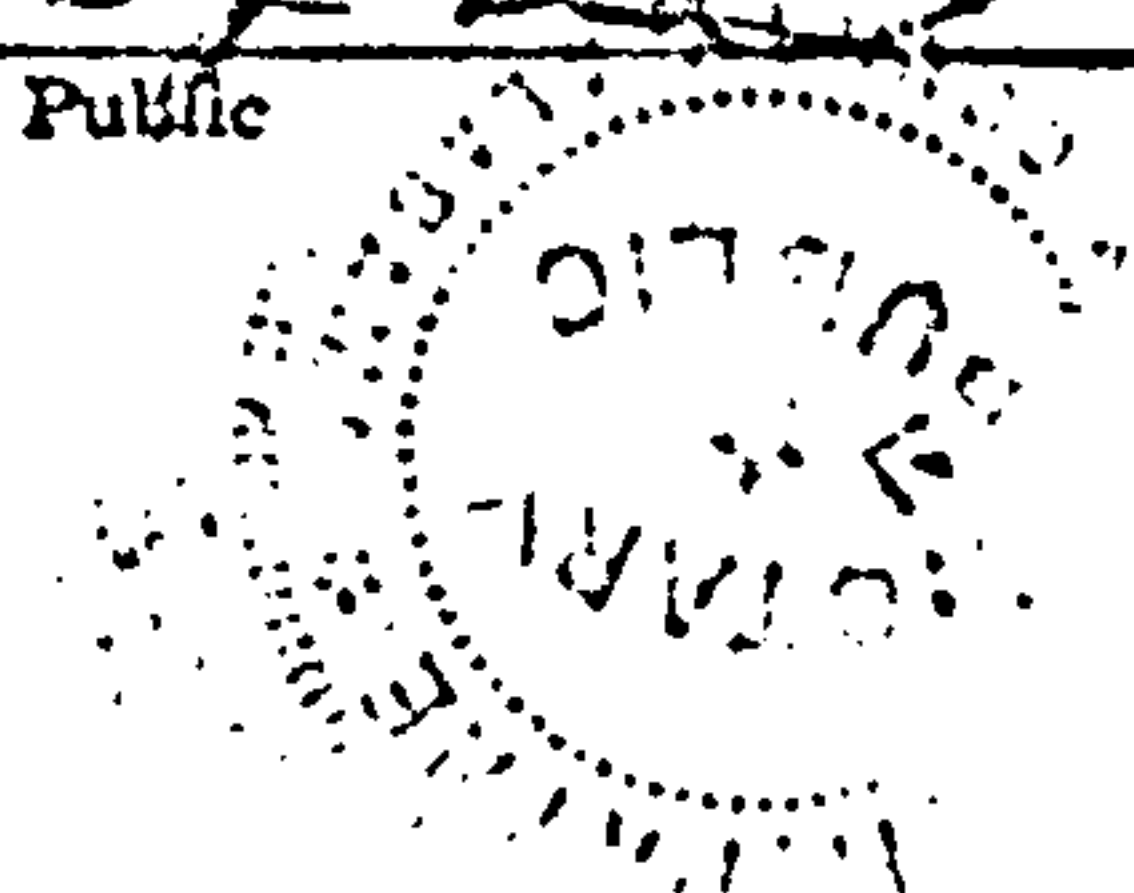
STATE OF ALABAMA }  
COUNTY OF SHELBY } SS

I, the undersigned authority, in and for said County, in said State, hereby certify that W. D. Osborn and Alene McClendon Osborn, 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 15th day of May, 1962.

E. H. Payne Notary Public

My Commission Expires: 7-14-62



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

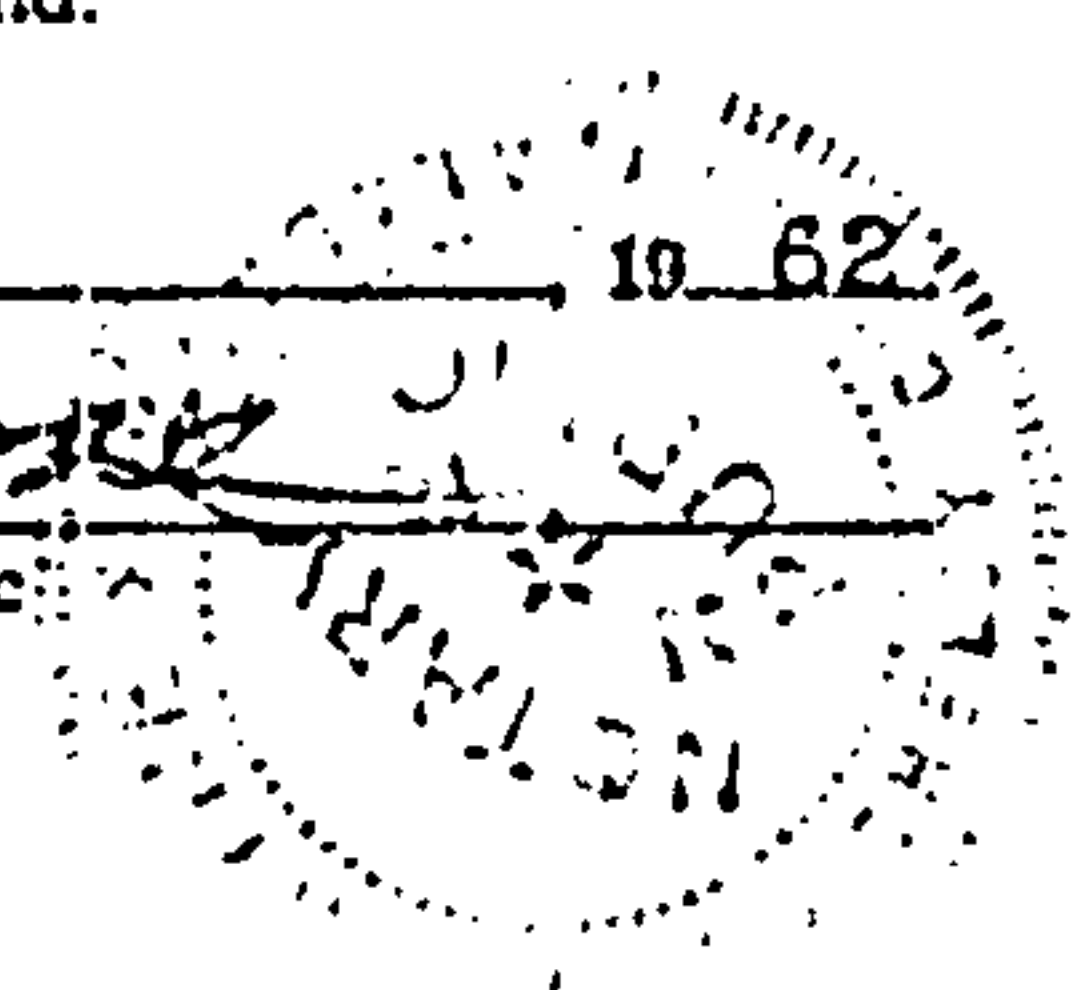
STATE OF ALABAMA }  
COUNTY OF SHELBY } SS

I, the undersigned authority, in and for said County, in said State, hereby certify that on this day came before me the within named Alene McClendon Osborn known to me to be the wife of the within named W. D. Osborn 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 15th day of May, 1962.

E. H. Payne Notary Public

My Commission Expires: 7-14-62



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

1.85  
1.50

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS INSTRUMENT  
WAS FILED ON 5/28 1962  
RECORDED & 5 MTG. TAX  
& 5 DEED TAX HAS BEEN  
PD. ON THIS INSTRUMENT.

Conrad M. Fowler  
JUDGE OF PROBATE