

RIGHT OF WAY EASEMENT

FOR AND IN CONSIDERATION OF Fifty-Six and No/100 (\$56.00) - - - - - DOLLARS.

the receipt of which is hereby acknowledged, A. R. Mazer and Gertrude S. Mazer, his wife,

2812 Cahaba Road, Birmingham 13, 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:

Northwest Quarter of Northwest Quarter of Southeast Quarter

~~(NW¹ of NW¹ of SE¹) Section 2, Township 20 South, Range 1 West,~~

~~situated in Shelby County, also the West 10 acres of the South-~~

east 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.

man-made stream, ravine, ditch, or other water course.

[Faint, illegible handwritten text]

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 Trust Nat'l 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 17th day of May, 19 62.

Signed, sealed, and
delivered in the presence of

011n-P. Oden.

B. Doris Glass

A. B. Mah (Seal)

Gertrude S. Mazer (Seal)
Gertrude S. Mazer

_____ (Seal)

Grantors (Seal)

ACKNOWLEDGMENT

STATE OF ALABAMA
COUNTY OF JEFFERSON } SS

I, the undersigned authority, in and for said County, in said State, hereby certify that A. R. Mazer and Gertrude S. Mazer, his wife whose name is 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 18th day of May, 1962

My Commission expires: Oct. 13, 1963

B. Doris Glass 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 JEFFERSON } 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 Gertrude S. Mazer known to me to be the wife of the within named A. R. Mazer 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 18th day of May, 1962

My Commission expires: Oct. 13, 1963

B. Doris Glass, Notary Public

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

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 6-7-62
RECORDED & \$____ MTG. TAX
& \$____ DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.
Conrad M. Fowler
JUDGE OF PROBATE