

4409

RIGHT OF WAY EASEMENT

FOR AND IN CONSIDERATION OF Sixty-Nine and No/100 (\$69.00) - - - - - DOLLARS,

the receipt of which is hereby acknowledged, Herbert P. Davis and Mary E. Davis, his wife,

3960 Kyle Lane, 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:

North Half of Northwest Quarter of Southwest Quarter (N $\frac{1}{2}$  of NW $\frac{1}{4}$  of SW $\frac{1}{4}$ )

in Section 32, Township 19 South, Range 1 East, located in the County

of Shelby, 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 Irondale, 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.

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 19th day of May, 1962

Herbert P. Davis (Seal)  
Herbert P. Davis  
Mary E. Davis (Seal)  
Mary E. Davis  
\_\_\_\_\_  
Grantors (Seal)

Signed, sealed, and delivered in the presence of

Oliver P. Oden  
Oliver P. Oden  
W. D. Hughes  
W. D. Hughes

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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 Herbert P. Davis and  
Mary E. Davis, 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 19th day of May, 1962.

My Commission Expires: June 1962

W.D. Hughes  
W.D. Hughes, 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  
Mary E. Davis known to me to be the  
wife of the within named Herbert P. Davis  
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 19th day of May, 1962.

My Commission Expires: June 1962

W.D. Hughes  
W.D. Hughes, Notary Public

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

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS INSTRUMENT  
WAS FILED ON 6/7/62  
RECORDED & 5 MTG. TAX  
& 5 DEED TAX HAS BEEN  
PD. ON THIS INSTRUMENT.

Conrad M. Fowler  
JUDGE OF PROBATE