

4410

RIGHT OF WAY EASEMENT

FOR AND IN CONSIDERATION OF One Hundred Twelve and No/100 (\$112.00) - - DOLLARS,

the receipt of which is hereby acknowledged, Dan H. Durham, a single man, and Mary Lou Jackson,

a widow, Route #1, Box 41, Harpersville, 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:

East 10 acres of the Northwest Quarter of Northwest Quarter (NW $\frac{1}{4}$ of NW $\frac{1}{4}$)

and Northeast Quarter of Northwest Quarter (NE $\frac{1}{4}$ of NW $\frac{1}{4}$) all in Section 33,

Township 19 South, Range 1 East, and Southeast Quarter of Southwest Quarter

(SE $\frac{1}{4}$ of SW $\frac{1}{4}$) in Section 28, 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.

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 First National 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 18th day of May, 1962

Signed, sealed, and delivered in the presence of

Oliver P. Oden
E. H. Payne

Dan H. Durham (Seal)
Mary Lou Jackson (Seal)

Grantors (Seal)

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ACCEPTED FOR COLONIAL PIPELINE CO.

By:

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 Dan H. Durham, a single man,
and Mary Lou Jackson, a widow, whose names 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: 7-14-62

E.H. Payne, Notary Public

ACKNOWLEDGMENT

STATE OF ALABAMA

COUNTY OF

25

I, the undersigned authority, in and for said County, in said State, ~~in and for said County, in said State,~~ RECORDED & \$5 DEED TAX HAS BEEN PAID ON THIS INSTRUMENT. ~~that MTG. TAX~~ signed to the foregoing instrument and who _____ known to me, acknowledged before me on this day that ~~being the contents of the instrument.~~ the contents of the instrument.

JUDGE OF PROBATE

_____ 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

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 _____
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 _____ day of _____, 19____.

Notary Public

Series _____ Line No. _____

FROM

21

COLONIAL PIPELINE COMPANY

line

Length

18