

4540

RIGHT OF WAY EASEMENT

FOR AND IN CONSIDERATION OF Twenty-Seven and No/100 (\$27.00) - - - - DOLLARS,

the receipt of which is hereby acknowledged, Maurice A. Costes and E. Vernell Costes, his wife,

1016 8th Court, South, Birmingham 5, 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:

All that part of the South Half of South Half of Northeast Quarter of Southeast  
Quarter (S<sub>1</sub> of S<sub>1</sub> of NE of SE), lying East of the County Road in Section 31,  
Township 19 South, Range 1 East, situated 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

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 Exchange Security Bank of Birmingham 3, 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 26th day of May, 1962

Maurice A. Costes (Seal)  
E. Vernell Costes (Seal)  
E. Vernell Costes (Seal)  
Grantors (Seal)

Signed, sealed, and delivered in the presence of

Oliver P. Dean  
W. D. Hughes

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