

4544

## RIGHT OF WAY EASEMENT

FOR AND IN CONSIDERATION OF One Hundred Seventy Eight And No/100 DOLLARS,

the receipt of which is hereby acknowledged W.H. (Bill) Baker and Helen Baker His wife

Harpersville, Alabama, Rt-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:

The Southwest Quarter (SW<sup>1</sup>/<sub>4</sub>), the South Half of Northwest Quarter

(S<sup>1</sup>/<sub>2</sub> of NW<sup>1</sup>/<sub>4</sub>) and the West Half of Northeast Quarter (W<sup>1</sup>/<sub>2</sub> of NE<sup>1</sup>/<sub>4</sub>) in Section 16,

Township 19 South, Range 2 East, except part of a 5.07 acre tract, all of a

4.28 acre tract in the north portion; and also excepting all the West Half of

the Northeast Quarter (NE<sup>1</sup>/<sub>4</sub> of NE<sup>1</sup>/<sub>4</sub>) that lies East of the Harpersville Road and

South of Vincent Road, Section 16, Township 19 South, Range 2 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

I.00

by Grantee on Grantors' land, above described and Grantee agrees to pay Grantors the sum of \$ \_\_\_\_\_ 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 None Bank of \_\_\_\_\_ 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 28 day of May, 1962

W. H. Bill Baker (Seal)  
W. H. (Bill) Baker

Helen Baker (Seal)  
Helen Baker

Grantors (Seal)

Signed, sealed, and delivered in the presence of

John R. Seward  
John R. Seward  
Frances E. Spates  
Frances E. Spates

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circ by

RW SUPERVISOR

STATE OF ALABAMA  
COUNTY OF Shelby } SS

Given under my hand and official seal, this the 28 day of May 1962

\_\_\_\_\_ 162  
*Frances E. Spates*  
 \_\_\_\_\_  
 Notary Public  
 Frances E. Spates

STATE OF ALABAMA } SS  
COUNTY OF \_\_\_\_\_ }

**Notary Public**

STATE OF ALABAMA } ss  
COUNTY OF Shelby }

In witness whereof, I have hereunto set my hand and official seal, on this 28 day of May, 1962

his 28 day of May 1962  
*Frances E Spates*  
 Notary Public  
 Frances E. Spates.

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Series \_\_\_\_\_ Line No. \_\_\_\_\_

**FROM**

20

**COLONIAL PIPELINE COMPANY**

**Line**

### Length

**Rod:**

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

*Conrad M. Fowler*  
JUDGE OF PROBATE