

4649

RIGHT OF WAY EASEMENT
Eighty Nine and NO/100

Eighty Nine and NO/100

FOR AND IN CONSIDERATION OF one hundred fifty one and no/100 DOLLARS,

the receipt of which is hereby acknowledged, Frank E. Clements, Pincent, Alabama single man

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 West Half of the Northwest Quarter (W $\frac{1}{2}$ of NW $\frac{1}{4}$) of Section 15, Township 19

South, Range 2 East situated in Shelby County, State of Alabama.



together with the right of unimpaird 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 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 _____ 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 4th day of June, 19 62.

herein have hereunto set their hands and seals this 19th day of

Wm. C. C. C. C. C.

Frank E. Clements (Seal)

_____ (Seal)

Grantors _____ (Sent)

Signed, sealed, and
delivered in the presence of

Delivered in the presence of
John R. Seward
 John R. Seward
Francis E. Spates
 Francis E. Spates

Frances E. Spates

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By: J. J. Lusk

RIW SUPERVISOR

ACKNOWLEDGMENT

STATE OF ALABAMA

COUNTY OF Shelby

SS

I, the undersigned authority, in and for said County, in said State, hereby certify that Frank E. Clements

A Single Man

whose name is

signed to the foregoing instrument

and who is

known to me, acknowledged before me on this day that, being informed of the contents of the instrument,

who

executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 4th day of June

19 62

Frances E. Spates

Notary Public

My commission expires June 1964

Frances E. Spates

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

STATE OF ALA. SHELBY CO.

I CERTIFY THIS INSTRUMENT

WAS FILED ON 8/4/62

6/22 19 62

RECORDED & \$ _____ MTG. TAX

& \$ _____ DEED TAX HAS BEEN

PD. ON THIS INSTRUMENT.

Conrad A. Loubere

JUDGE OF PROBATE

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

TO

COLONIAL PIPELINE COMPANY

2116

Meredith Miss

Length _____

Rods _____

1.45
1.51

17.13