

492K

RIGHT OF WAY EASEMENT

FOR AND IN CONSIDERATION OF Twenty-Four and No/100 (\$24.00) - - - - - DOLLARS,

Irene B. Hartsfield, a widow, Bobby Williams, a single man, Lucile H. Gardner, a widow, Jack Hartsfield and Betty Louise Hartsfield, his wife, whose address is 2225 Wesley Avenue, Birmingham 7, 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:

Begin at a point on the South line of Northeast Quarter of Southwest Quarter (NE $\frac{1}{4}$  of SW $\frac{1}{4}$ ), which point is 165 feet East of the Southwest (SW) corner of said Northeast Quarter or Southwest Quarter (NE $\frac{1}{4}$  of SW $\frac{1}{4}$ ) thence run East 330 feet, thence North parallel with the North and South center line of Section 24 to Highway 280, thence westerly along such right of way to a point 165 feet East of the West line of said Southeast Quarter of Southwest Quarter (SE $\frac{1}{4}$  of SW $\frac{1}{4}$ ) a distance of 330 feet, thence run South to the point of beginning in Section 24, Township 19 South, Range 1 East, located 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.

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.

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.

There are no tenants on the above described land.

IN WITNESS WHEREOF, the Grantors herein have hereunto set their hands and seals this 21st day of June, 1962.

Signed, sealed, and delivered in the presence of

John P. Owen  
John P. Owen

Irene B. Hartsfield (Seal)  
Bobby Williams (Seal)  
Lucile H. Gardner (Seal)  
Jack Hartsfield (Seal)  
Grants Jack Hartsfield  
Betty Louise Hartsfield

BOOK 221 PAGE 212

ACCEPTED FOR COLONIAL PIPELINE CO.

By: J. J. Duxon

R.W. SUPERVISOR

## ACKNOWLEDGMENT

STATE OF ALABAMA

COUNTY OF JEFFERSON

SS

I, the undersigned authority, in and for said County, in said State, hereby certify that Irene B. Hartsfield, a widow,  
Bobby Williams, a single man, and  
Lucile H. Gardner, 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 21st day of June, 1962.

My Commission Expires: 10/8/64

John Watts, Notary Public

## ACKNOWLEDGMENT

STATE OF ALABAMA

COUNTY OF JEFFERSON

SS

I, the undersigned authority, in and for said County, in said State, hereby certify that Jack Hartsfield and  
Betty Louise Hartsfield 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 21st day of June, 1962.

My Commission Expires: 10/8/64

John Watts, Notary Public

## WIFE'S SEPARATE ACKNOWLEDGMENT

STATE OF ALABAMA

COUNTY OF JEFFERSON

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

Betty Louise Hartsfield known to me to be the

wife of the within named Jack Hartsfield  
 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 21st day of June, 1962.

My Commission Expires: 10/8/64

John Watts, Notary Public

TO

COLONIAL PIPELINE COMPANY

Line

Length

Rods

STATE OF ALA. SHELBY CO.  
 I CERTIFY THIS INSTRUMENT  
 WAS FILED ON 8/2/62  
 RECORDED & \$16.00 MTG. TAX  
 & \$30.00 DEED TAX HAS BEEN  
 PD. ON THIS INSTRUMENT.  
Conrad W. Fowler  
 JUDGE OF PROBATE

780 2088

221 PAGE 213  
 BACK  
And, Burn  
Shirley  
 Series Line No.  
8-2-62  
 FROM  
Meredith