

RIGHT OF WAY EASEMENT

FOR AND IN CONSIDERATION OF Twelve and No/100 (\$12.00) - - - - - DOLLARS.

the receipt of which is hereby acknowledged, B. George and Katherine H. George, his wife,

whose address is 5712 5th Terrace South, Birmingham, 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:

From a point on the South line of the Northeast Quarter of Southwest Quarter (NE $\frac{1}{4}$ of SW $\frac{1}{4}$) which point is 825 feet East of the Southwest corner (SW) of said Northeast Quarter of Southwest Quarter (NE $\frac{1}{4}$ of SW $\frac{1}{4}$) run North parallel to the North and South center line of said Section 24 to the South right of way line of U. S. Highway 280, thence in an Easterly direction along said Highway Right of way approximately 330 feet, more or less to a point which is to be the beginning point of the land herein conveyed. From said beginning point run South a distance of 1320 feet, thence run East 165 feet to the Southeast (SE) corner of said Northeast Quarter of Southwest Quarter (NE $\frac{1}{4}$ of SW $\frac{1}{4}$), thence run North along the North and South center line of said Section 24 to the South Right of Way line of U. S. Highway 280, thence West along the South Right of Way of said Highway 280, 165 feet 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.

The undersigned hereby certifies that the above is a true and correct copy of the original as the same appears in the records of the Department of the Interior, Bureau of Land Management, Washington, D.C.

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 Steiner Brothers 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.

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 22nd day of June, 19 62.

Signed, sealed, and
delivered in the presence of

Oliver & Queen

H. T. Osburn

B. George (Seal)

B. George
Katherine H. George (Seal)
Katherine H. George

_____ (Seal)

Grantors

By: J. J. Luxton
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 B. George and
Katherine H. George, his wife, whose name B. ARB signed to the foregoing instrument
and who ARB 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 22nd day of June, 1962.

My Commission Expires: 8/11/63

H.T. Ozburn
Notary Public

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

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
Katherine H. George known to me to be the
wife of the within named B. George
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 22nd day of June, 1962.

My Commission Expires: 8/11/63

H. T. Ozburn
Notary Public

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Series	Line No.	FROM	TO	COLONIAL PIPELINE COMPANY	Line	Length	Rods
		<u>Bu 2116</u>	<u>MacLean</u>				

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 7/16 1962
RECORDED & ✓ MTG. TAX
& ✓ DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.
Conrad M. Fowler
JUDGE OF PROBATE.