

RIGHT OF WAY EASEMENT

Eighty-Six and No/100

FOR AND IN CONSIDERATION OF

DOLLARS.

the receipt of which is hereby acknowledged.

T.A. Macoy and Martha P. Macoy His Wife

Vincent, Ala. R.D. #1 Box

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 East Half of the Northeast Quarter (E $\frac{1}{2}$ of NE $\frac{1}{4}$) of Section 16, Township 19

South, Range 2 East, except that portion North of Road and beginning 261.4 feet West of the East side, situated in Shelby County, state of Alabama.

Should construction of said pipe line in above tract result in damaging my spring, app.

750 feet South of proposed pipe line and my well, app. 600 feet North of proposed

pipe line, grantee shall be legally liable for such damages as are caused by such

construction. A plat showing the point of ingress and egress and the width and

length of the pipe line, is to be made a part of this instrument to be filed and

recorded with the same.

No Tenant

Grantee grants the Grantors permission the right to back water over the pipe line

if Grantors find it necessary to build a dam, should their water supply fail them.

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 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 30th day of June, 19 62

Signed, sealed, and delivered in the presence of

John R. Seward

Frances E. Spatos

T.A. Macoy

Martha P. Macoy

Grantors

(Seal)

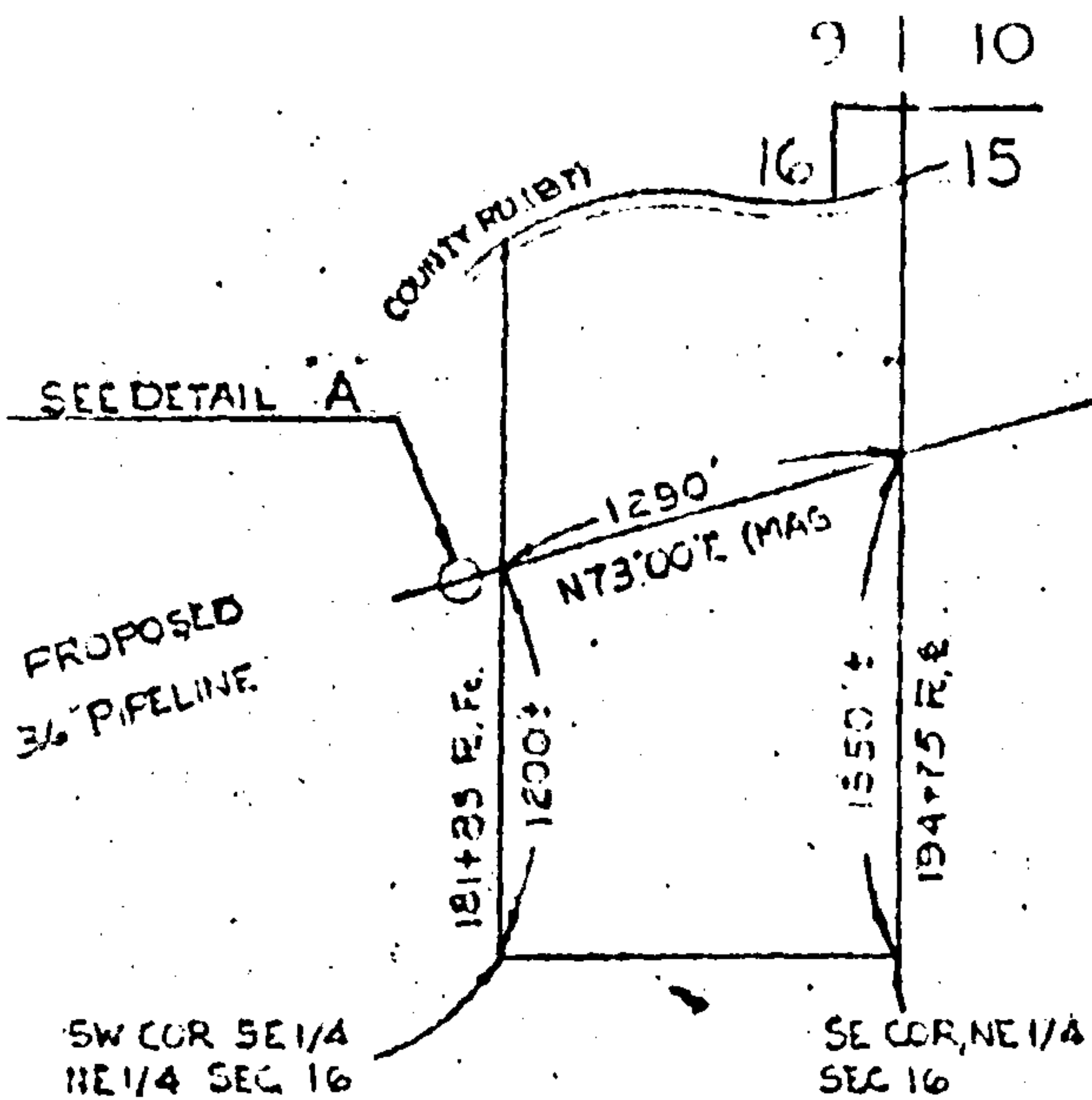
(Seal)

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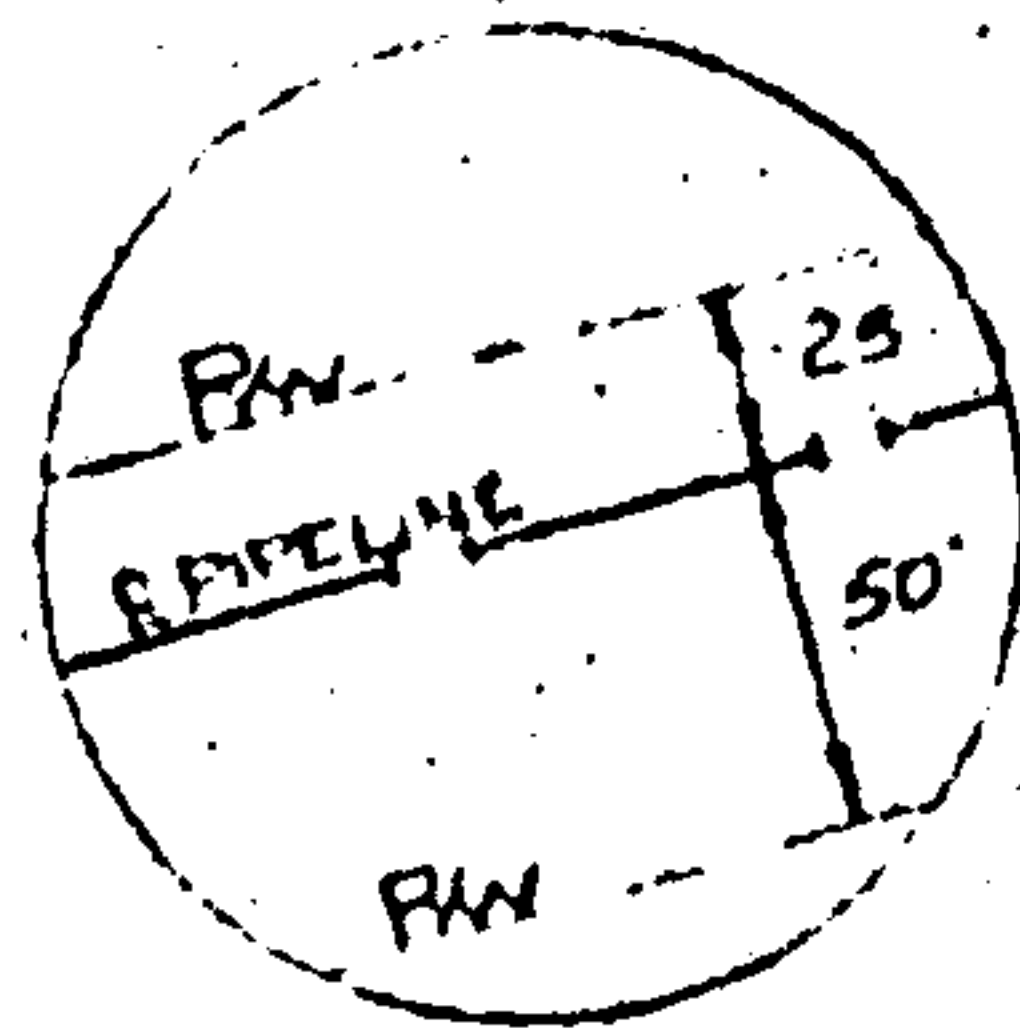
BOOK 221 PAGE 747

SHELBY COUNTY, ALA.
Sec. 16, T-19-S, R-2-E



PROPERTY OF
TROY A. MACOY
TRACT NO. 402-SH-92

DETAIL A
SCALE 1\"/>



STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 8/13/62

RECORDED & \$ MTG. TAX
& \$ DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.

Conrad M. Fowler
JUDGE OF PROBATE

△		
△		
△		
△		
△		
△		
REVISION	DATE	

COLONIAL PIPELINE COMPANY
ATLANTA, GEORGIA

Location of Right-of-Way Across Property of
TROY A. MACOY
TRACT NO. 402-SH-92
Sec. 16, T-19-S, R-2-E
SHELBY COUNTY, ALA.

1. SH. SH 65
FIN. AC. 2.22
DRAWN ES
NOTES P12, P17-0
SCALE 1\"/>