

RIGHT OF WAY EASEMENT

FOR AND IN CONSIDERATION OF Ninety-Five and no/100 (\$95.00) DOLLARS,

the receipt of which is hereby acknowledged Clarice W. Luck, a widow, and Ruth L. Gordon and
husband, Harris M. Gordon, P.O. Box 435 Columbianna, 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,
 except mineral rights

situated in Shelby County, State of Alabama to-wit:

Southeast Quarter of the Southeast Quarter, (SE¹ of SE¹), Section

8, Township 21 South, Range 4 West, Situated in the county of Shelby,

state of Alabama. And the Southwest Quarter of the Southeast Quarter

(SW ¹ of SE¹), Section 8, Township 21 South, Range 4 West, situated

in Shelby County, State of Alabama. The exact location of the center

line of said pipe line shall be in accord with the attached sketch

dated 7-6-62 entitled "Location of Right-of-Way across property of

Clarice White Luck et al" which is hereby made a part hereof,

except that the permanent easement shall be 50 feet in width; 15

feet north and 35 feet south of said center line after construction.

No Tenant.

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 \$_____ 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.

It is understood and agreed that the right of way herein granted shall be

75 ft. in width during the period of construction, and that after construc-

tion and clean-up, then the said permanent right of way shall be 50ft. in

width, extending 35 feet on the south side and 15ft. on the north side of

the center line of said pipe line then in place.

IN WITNESS WHEREOF, the Grantors herein have hereunto set their hands and seals this 23rd day of July, 19 62.

Signed, sealed, and
 delivered in the presence of

J. Wayne McCarty
J. Wayne McCarty
Namie B. McCarty

Clarice W. Luck (Seal)
(Clarice W. Luck)
Ruth L. Gordon (Seal)
(Ruth L. Gordon)
Harris M. Gordon (Seal)
(Harris M. Gordon)
 Grantors (Seal)

By: [Signature]
R/W SUPERVISOR

ACKNOWLEDGMENT

STATE OF ALABAMA }
COUNTY OF Shelby } SS

I, the undersigned authority, in and for said County, in said State, hereby certify that Clarice W. Luck, a widow,
and Ruth L. Gordon and husband,
Harris M. Gordon whose name S 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 23rd. day of July, 1962.
My commission expires 1-3-65
[Signature]
Notary Public
Louise Brasher

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 Shelby } 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
Ruth L. Gordon known to me to be the
wife of the within named Harris M. Gordon
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 23rd. day of July, 1962.
My commission expires 1-3-65
[Signature]
Notary Public
Louise Brasher

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Series	Line No.	FROM	TO	Line	Length	Rods
			COLONIAL PIPELINE COMPANY			

200
7/23/62

PROPERTY OF
CLARICE WHITE LUCK, ET AL
TRACT # 10130-773

Ruth L
Gordon
SW 1/4 P 1 S 1/4

SEE DETAIL "A"

DE TAIL "A"
SCALE 1"=20'

~~PRODUCED
35" PIPELINE~~

WITNESS:

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 8/1/11
562

RECORDED & \$..... MTG. TAX
& \$50 DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.

Conrad M. Fowler
JUDGE OF PROBATE

Charles W. Felt

Ruth L. Gordon

James M Gordon

COLONIAL PIPELINE COMPANY
ATLANTA, GEORGIA

Location of Right-of-Way Across Property of
CLARICE WHITE LUCK, ETAL
Tract 401-SH-7 & 9
Sec. 8 & 17, T-21-S, R-4-E
SHELBY CO., ALA.

AMERICAN 6/2

Labels

DRAWN H. T.

NOTES P415g14-13

SCALE 1"=100'

DATE 7-6-62

CHECKED ☐

REF ID: A61-53

7-21 1959 75A

BOOK

REVISION

DATE