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RIGHT OF WAY EASEMENTFOR AND IN CONSIDERATION OF Ninety-one and no/100 (\$91.00) DOLLARS,the receipt of which is hereby acknowledged, Clarice W. Luck, a widow, and Ruth L. Gordonand husband, Harris M. Gordon P.O. Box 435 Columbianna, Alabamahereinafter 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 rightssituated in Shelby County, State of Alabama to-wit:East Half of the Northwest Quarter (E $\frac{1}{2}$ of NW $\frac{1}{4}$), Section 17, Township21 South, Range 4 West, situated in the county of Shelby, state ofAlabama. The exact location of the center line of said pipeline shall be in accord with the attached sketch dated7-6-62 entitled "Location of Right-of-Way across propertyof 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 shallbe 75 ft. in width during the period of construction, and that afterconstruction and clean-up, then the said permanent right of way shallbe 50ft. in width, extending 35 ft. on the south side and 15ft. onthe 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 McCartyMamie B. McCarty
Mamie B. McCartyClarice W. Luck (Seal)
(Clarice W. Luck)Ruth L. Gordon (Seal)
(Ruth L. Gordon)Harris M. Gordon (Seal)
(Harris M. Gordon)

Grantors

8y

R/W SUPERVISOR

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, Ruth L. Gordon and husband,
Harris M. Gordon whose name s are • signed to the foregoing instrument

and who GRS 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 23 rd. day of July, 1962

My Commission expires

Notary Public
Louise Brasher

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 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

Notary Public
Louise Brasher

Line No.

FROM

20

COLONIAL PIPELINE COMPANY

三

Roots

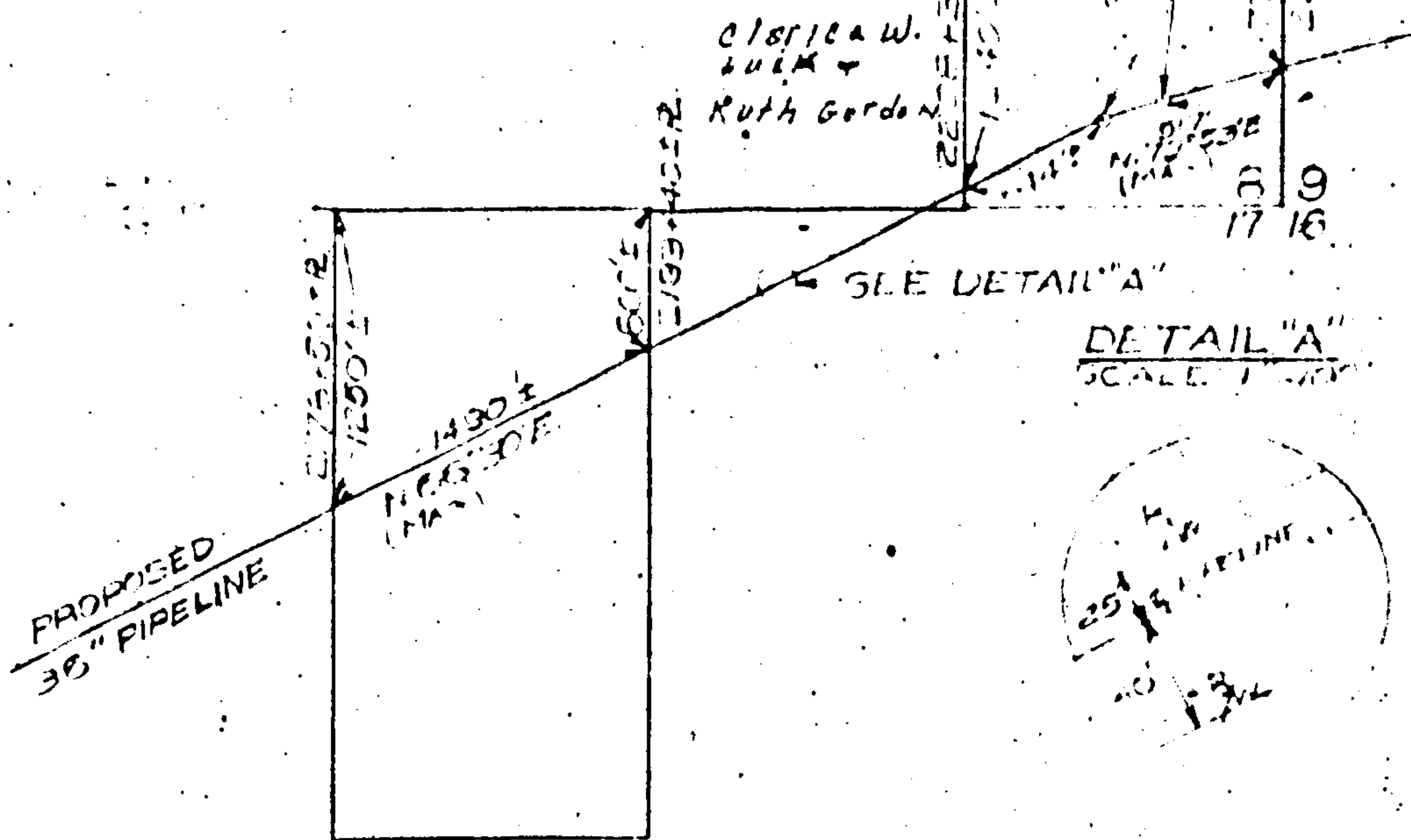
Length

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006

SHELBY CO., ALA.
Sec. 8 & 17, T-21-S, R-4-W

PROPERTY OF
CLARICE WHITE LUCK, ETAL
TRACT "401-SI-7 & 9"



WITNESS:

J. Wayne McCarty

Clarice W. Luck

Ruth L. Gordon

James M. Gordon

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON *2/13/62*

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
CLARICE WHITE LUCK, ETAL
Tract 401-SI-7 & 9
Sec. 8 & 17, T-21-S, R-4-W
SHELBY CO., ALA.

APPROVED
DRAWN R. T.
NOTES P41811-13
SCALE 1"=1000'
DATE 7-6-62
CHECKED
HW 401-52