

5794

RIGHT OF WAY EASEMENT

FOR AND IN CONSIDERATION OF Seventy -Three and NO/100 DOLLARS,

the receipt of which is hereby acknowledged, M.G. Elliott and Myrtle D. Elliott his wife

Vincent R.D. #1 box 20

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:

Beginning at the Southeast (SE) corner of the West Half of the Northeast Quarter (W $\frac{1}{2}$ of NE $\frac{1}{4}$) in Section 16, Township 19 South, Range 2 East, thence North 4 degrees West along the East line of said 80, 2093.4 feet to the South margin of the Vincent Public Road, thence South 36 degrees West along the South margin of said road 322.9 feet, thence along said margin South 66 degrees West 54 feet, thence South 17 degrees 30 minutes, West 191 feet, thence South 62 degrees, 30 minutes, East 100 feet, thence South 1 degree 30 minutes West 210 feet, thence North 62 degrees 30 minutes, West 210 feet, thence North 17 degrees 30 minutes East 170 feet to the South margin of said road, thence along said South margin South 84 degrees 30 minutes West 429 feet, North 85 degrees West 179.7 feet, North 68 degrees West 166.7 feet to the intersection of the South margin of the Vincent Road and the East Margin of the Harpersville Public Road, thence along said East margin South 12 degrees 30 minutes West 296 feet, South 2 degrees 30 minutes West 328 feet, South 7 degrees 30 minutes West 642 feet, South 9 degrees 30 minutes East 314 feet, South 10 degrees 55 minutes East 326 feet to the South line of the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ of NE $\frac{1}{4}$), thence along said South line North 87 degrees 23 minutes East 1223.2 feet to the place of beginning, containing 50 acres, more or less in Section 16, Township 19 South, Range 2 East and the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ of SW $\frac{1}{4}$), except one acre in the Northwest (NW) corner, also 3 acres in the Southeast (SE) corner of the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ of SW $\frac{1}{4}$) all in Section 10, Township 19 South, Range 2 East, containing 42 acres, more or less, located in Shelby County, State of Alabama.

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. This Easement is for tract #91 only . Does not cover proptry in Sec #10 Twp 19 S Range 2 E.

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 Foot 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

None

Bank of _____

the credit of said Grantors, or any one of them, in the _____ 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 29th day of June, 19 62

Signed, sealed, and delivered in the presence of

M.G. Elliott (Seal)

M.G. Elliott

Myrtle D. Elliott (Seal)

Myrtle D. Elliott

Grantors

Frances E. Spates
Frances E. Spates

ACKNOWLEDGMENT

STATE OF ALABAMA }
COUNTY OF Shelby } SS

I, the undersigned authority, in and for said County, in said State, hereby certify that M. G. Elliott
and wife, Myrtle Elliott whose name _____ 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,
thye executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 29th day of June, 1962

My commission expires
June 1964

Frances E. Spates
Notary Public
Frances E. Spates

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
Myrtle Elliott known to me to be the
wife of the within named M.G. Elliott
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 29th day of June, 1962

Frances E. Spates
Notary Public
Frances E. Spates

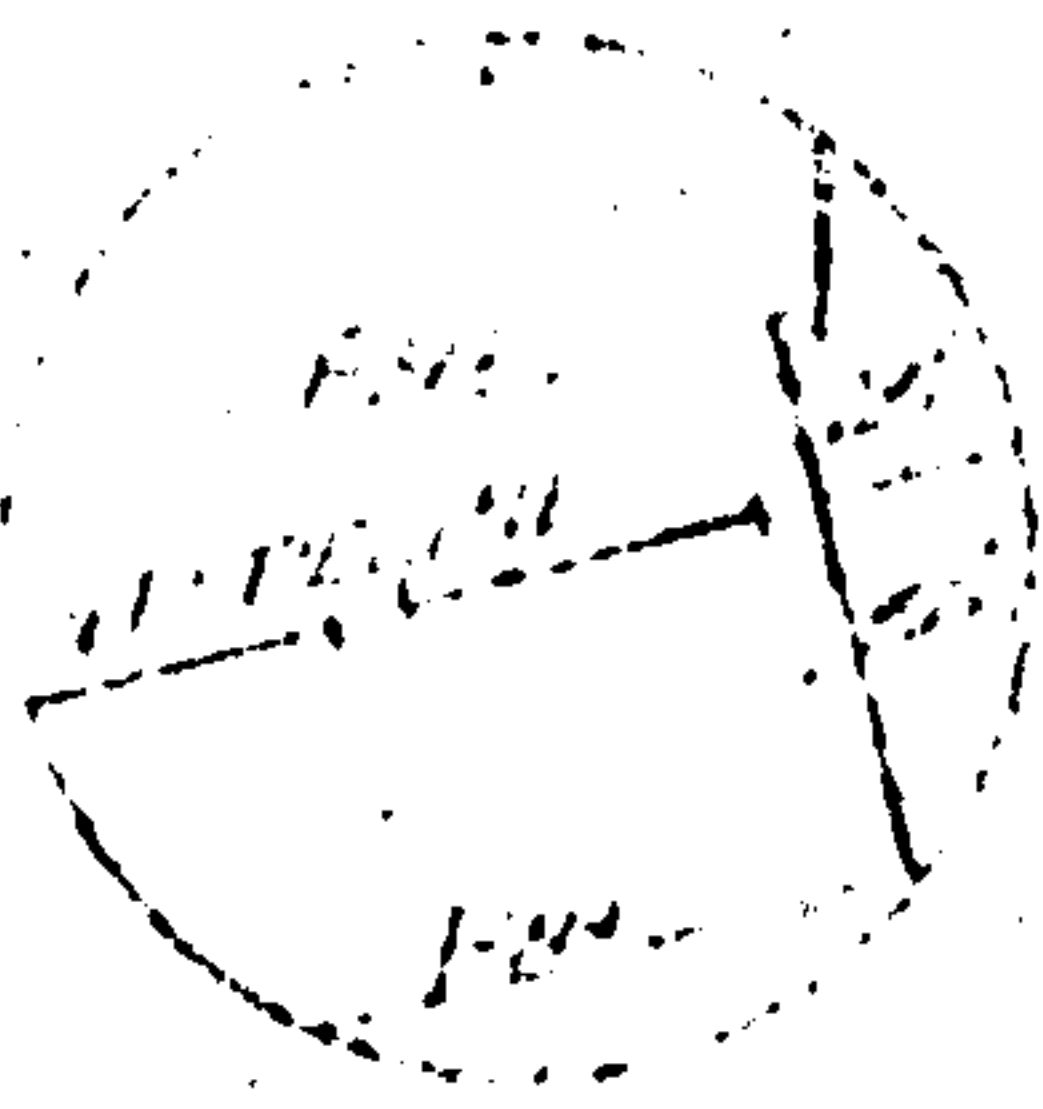
My commission expires
June 1964

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Line No.	FROM	TO	Line	Length	Rods
		COLONIAL PIPELINE COMPANY			

By: *[Signature]*

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



SW PROPERTY CORNER

NE COR. SW 1/4
NE 1/4 SEC 16

STATE OF ALA. SHELBY CO.
 I CERTIFY THIS INSTRUMENT
 WAS FILED ON *8/21/62*
 RECORDED & \$ *10.00* MTG. TAX
 & \$ *5.00* DEED TAX HAS BEEN
 PD. ON THIS INSTRUMENT.

Conrad W. Fowler
 JUDGE OF PROBATE

COLONIAL PIPELINE COMPANY
 ATLANTA, GEORGIA

Location of Right of Way Across Property of
M. G. ELLIOTT
Tract No. 402-SH-91
Sec. 16, T-19-S, R-2-E.
SHELBY COUNTY, ALABAMA

DRAWN E. S.
 NOTES P12, 18 6-7
 SCALE 1"=1000'
 DATE 8-9-62
 CHECKED *[Signature]*
 R/W-402-33

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REVISION	DATE