

5990

RIGHT OF WAY EASEMENT

FOR AND IN CONSIDERATION OF SEVENTY NINE & No/100 - - - - - DOLLARS,
the receipt of which is hereby acknowledged, _____

WILL C. ELLIOTT, a widower; CHARLES E. ELLIOTT and wife, FRANCES ELLIOTT; DORIS BAKER, joined by her husband, J. E. BAKER; WILLIE GENE ABERCROMBIE, joined by her husband, EUGENE ABERCROMBIE; VIRGINIA DONAHOO, joined by her husband, FOUNTAIN W. DONAHOO, being all the heirs at law of MYRTIS V. ELLIOTT, deceased, and whose addresses are o/o Charles E. Elliott, Vincent, Shelby County, 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:

The Northeast Quarter of the Southeast Quarter Section 11, Township

19 South, Range 2 East, in Shelby County, 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.

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 / plus damages 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.

The right of way herein granted shall be seventy-five (75) feet in width, extending
twenty-five (25) feet on the North side, and fifty (50) feet on the South side of the
center line of the first pipe line to be constructed thereon.

IN WITNESS WHEREOF, the Grantors herein have hereunto set their hands and seals this 16th day of August, 1962

Signed, sealed and delivered
in the presence of:

Frances E. Spates

J. W. Dendy

Witnesses to signatures of nine
Grantors.

Will C. Elliott

Will C. Elliott

Charles E. Elliott

Charles E. Elliott

Frances Elliott

Frances Elliott

Doris Baker

Doris Baker

J. E. Baker

J. E. Baker

Willie Gene Abercrombie

Willie Gene Abercrombie

Eugene Abercrombie

Eugene Abercrombie

Fountain W. Donahoo

Fountain W. Donahoo

Virginia Donahoo

Virginia Donahoo

Grantors

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 Doris Baker, known to me to be the wife of J. E. Baker, 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 the 16th day of August, 1962.

Frances E. Spates

Notary Public

My commission expires June 1964

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 Virginia Donahoo, known to me to be the wife of Fountain W. Donahoo, 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 the 16th day of August, 1962.

Frances E. Spates

Notary Public

My commission expires June 1964

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 Willie Gene Abercrombie, known to me to be the wife of Eugene Abercrombie, 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 the 16th day of August, 1962

Frances E. Spates

My commission expires

June 1964

PC-93

ACCEPTED FOR COLONIAL PIPELINE CO.

By: Willie Gene Abercrombie

ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF Shelby) ss

I, the undersigned authority, in and for said County, in said State, hereby certify that Will C. Elliott, a widower, Charles E. Elliott and wife, Frances Elliott; J. E. Baker and wife, Doris Baker; Eugene Abercrombie and wife, Willie Gene Abercrombie whose names 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 16th day of August, 19 62

Frances E. Spates
Notary Public
My commission expires June 1964

ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF Shelby) ss

I, the undersigned authority, in and for said County, in said State, hereby certify that Fountain W. Donahoo and wife, Virginia Donahoo whose names 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 16th day of August, 19 62

Frances E. Spates
Notary Public
My commission expires June 1964

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

Frances Elliott

known to me to be the

wife of the within named Charles E. 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 16th day of August, 19 62

Frances E. Spates
Notary Public
My commission expires June 1964

Line No.	FROM	TO	RECORDS
		COLONIAL PIPELINE COMPANY	

STATE OF ALA. SHELBY CO
I CERTIFY THIS INSTRUMENT
WAS FILED ON 8/31 19 62
RECORDED & \$ 50.00 MTG. TAX
& \$ 50.00 DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.

Conrad M. Fowler
JUDGE OF PROBATE