

5992

RIGHT OF WAY EASEMENT

FOR AND IN CONSIDERATION OF Fifty Five & No/100----- DOLLARS,

the receipt of which is hereby acknowledged, Ella Dunnam a widow and Andrew R. Dunnam and Dovie Dunnam his wife and Lula F. Johnston and Morrel Johnston her husband and Lucile D. Wheeler a widow and James A. Dunnam and Walbur Dunnam his wife and J.W. Lindsey and Marjorie D. Lindsey his wife R.R. No. 1 Box 98 Maylene, 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 South Half of Northwest Quarter (S $\frac{1}{2}$ of NW $\frac{1}{4}$) of Section 27, Township 20 South, Range 3 West, situated in Shelby County, State of Alabama.

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.

And part of the consideration hereinabove set forth, Grantors hereby grant unto said Grantee, its successors and assigns, the right of way to construct, operate, and maintain an additional pipeline or pipelines substantially parallel to the first pipeline constructed

by Grantors on Grantors' land, above described and Grantee agrees to pay Grantors the sum of \$ XXXX XXXXXX 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 XXXXXXXXXXXXXXXXXXXXXXXXXX Bank of XXXXXXXX XXXXXXXXXXXXXXXXXX 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 11th day of Aug. 19 62

Signed, sealed, and delivered in the presence of

J. Wayne McCarty
Mamie B. McCarty

Signed, sealed, and delivered in the presence of

J. Wayne McCarty
Mamie B. McCarty

Ella Dunnam (Seal)

Andrew R. Dunnam (Seal)

Dovie Dunnam (Seal)

Lula F. Johnston (Seal)

Morrel Johnston (Seal)

Lucile D. Wheeler (Seal)

James A. Dunnam (Seal)

Walbur Dunnam (Seal)

Marjorie D. Lindsey (Seal)

J.W. Lindsey (Seal)

ACKNOWLEDGMENT

STATE OF ALABAMA

COUNTY OF Jefferson

SS

I, the undersigned authority, in and for said County, in said State, hereby certify that James A. Dunnam and Walbur Dunnam his wife whose names are signed to the foregoing instrument and who being 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 11th day of August 19 62.

My Commission Expires 3/28/64

Lois Miller Williams
Notary Public
Lois Miller Williams

WIFE'S SEPARATE ACKNOWLEDGMENT

STATE OF ALABAMA

COUNTY OF Jefferson

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 Walbur Dunnam known to me to be the wife of the within named James A. Dunnam 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 11th day of Aug. 19 62.

My Commission Expires 3/28/64

Lois Miller Williams
Notary Public
Lois Miller Williams

STATE OF ALABAMA

COUNTY OF Jefferson

SS

I, the undersigned authority, in and for said County, in said State, hereby certify that Lucile D. Wheeler a Widow whose name is signed to the foregoing instrument and who being known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 11th day of Aug. 19 62.

My Commission Expires 3/28/64

Lois Miller Williams
Notary Public
Lois Miller Williams

ACKNOWLEDGMENT

STATE OF ALABAMA

COUNTY OF Shelby

23

I, the undersigned authority, in and for said County, in said State, hereby certify that Morel Johnston and Lula Francis Johnston his wife whose names are signed to the foregoing instrument and who being 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 11th day of Aug. 19 62

My Commission Expires 1-14-63

L.G. Nunnally
Notary Public
L.G. Nunnally

WIFE'S SEPARATE ACKNOWLEDGMENT

STATE OF ALABAMA

COUNTY OF Shelby

23

I, the undersigned authority, in and for said County, in said State, hereby certify that on this day came before me the within named Lula Francis Johnston known to me to be the wife of the within named Morel Johnston 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 11th

day of Aug. 19 62

My Commission Expires 1-14-63

L.G. Nunnally Sr.
Notary Public
L.G. Nunnally Sr.

ACKNOWLEDGMENT

STATE OF ALABAMA

COUNTY OF Shelby

SS

I, the undersigned authority, in and for said County, in said State, hereby certify that J.W. Lindsey and Mariorie D. Lindsey his wife whose names are signed to the foregoing instrument and who being 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 11 day of Aug. 1962

My Commission Expires 11-14-63

L.G. Nunnally Sr.
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 Mariorie D. Lindsey known to me to be the wife of the within named J.W. Lindsey 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 11th day of Aug. 1962.

My Commission Expires 1-14-63

L.G. Nunnally Sr.
Notary Public

ACKNOWLEDGMENT

By L.H. Montgomery
TOWN SUPERVISOR

STATE OF ALABAMA
COUNTY OF } SS

~~I, the undersigned authority, in and for said County, in said State, hereby certify that~~

~~XXXXXX~~

~~XXXXXX~~

and who _____ known to me, acknowledged before me on this day that, being informed of the contents of the instrument,

ACKNOWLEDGMENT

STATE OF ALABAMA
COUNTY OF Shelby } SS

I, the undersigned authority, in and for said County, in said State, hereby certify that Andrew R. Dunnam and
Dovie Dunnam his wife whose names are signed to the foregoing instrument

and who being 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 11th day of August, 19 62

My commission expires 1-14-63

L.G. Nunnally Sr.
Notary Public
L.G. Nunnally Sr.

ACKNOWLEDGMENT

STATE OF ALABAMA
COUNTY OF Shelby } SS

I, the undersigned authority, in and for said County, in said State, hereby certify that Ella Dunnam
a widow whose name is signed to the foregoing instrument

and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument,
she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 11th day of August, 19 62

My commission expires 1-14-63

L.G. Nunnally Sr.
Notary Public
L.G. Nunnally Sr.

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
Dovie Dunnam known to me to be the

wife of the within named Andrew R. Dunnam
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 11th day of August, 19 62

My commission expires 1-14-63

L.G. Nunnally Sr.
Notary Public
L.G. Nunnally Sr.

BOOK 222 PAGE 95

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 & \$ 5.00 MTG. TAX
& \$ 2.00 DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.

Conrad N. Fowler
JUDGE OF PROBATE