

RIGHT OF WAY EASEMENT

FOR AND IN CONSIDERATION OF One Dollar per rod & Other Valuable Consideration ~~XXXXXX~~the receipt of which is hereby acknowledged, Bessemer Coal, Iron and Land Company

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 Bibb & Shelby County, State of Alabama to-wit:

The East Half of the Northwest Quarter (E $\frac{1}{2}$ of NW $\frac{1}{4}$) and East Half of Northeast Quarter (E $\frac{1}{2}$ of NE $\frac{1}{4}$) of Section 31, Township 21 South, Range 5 West; The Southeast Quarter (SE $\frac{1}{4}$) of Section 30, Township 21 South, Range 5 West; All of Section 29, Township 21 South, Range 5 West; the Northwest Quarter (NW $\frac{1}{4}$) and West Half of the Northeast Quarter (W $\frac{1}{2}$ of NE $\frac{1}{4}$) of Section 27, Township 21 South, Range 5 West; the Southeast Quarter (SE $\frac{1}{4}$) of Section 22, Township 21 South, Range 5 West; the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ of NW $\frac{1}{4}$) and Northeast Quarter (NE $\frac{1}{4}$) of Section 23, Township 21 South, Range 5 West; located in Bibb County, State of Alabama.

The Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ of NW $\frac{1}{4}$) of Section 24, Township 21 South, Range 5 West; the South Half of the Southeast Quarter (S $\frac{1}{2}$ of SE $\frac{1}{4}$) of Section 13, Township 21 South, Range 5 West, located in Shelby County, State of Alabama.

It is understood and agreed that the R/W herein granted shall be 65 feet in width during the period of construction and that after construction and clean-up, then the said permanent R/W shall be 50 feet in width, extending 35 feet on the South side and 15 feet on the North side of the center line of said pipe line then in place.

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 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 First National Bank of Birmingham, Alabama 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.

All mining will be done at the risk of Colonial Pipeline, and any coal loss to be paid by the Colonial Pipeline. This to be worked out between parties at the time of the mining, said parties being Twin Seam Mining Company of Tuscaloosa, Alabama and Colonial Pipeline Company.

IN WITNESS WHEREOF, the Grantors herein have hereunto set their hands and seals this 15th day of August, 19 62

BESSEMER COAL, IRON AND LAND COMPANY

H. L. Badger (Seal)
President

(Seal)

(Seal)

(Seal)

Grantors

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Signed, sealed and delivered in the presence of



SECRETARY

By: W. J. Jones

R/W SUPERVISOR

ACKNOWLEDGMENT

STATE OF ALABAMA

COUNTY OF JEFFERSON

SS

I, the undersigned authority, in and for said County, in said State, hereby certify that H. L. Badham, Jr.

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,

he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 15th day of August, 1962

Lillian K. Grimes

Notary Public

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 8/17/62
10/16 1962

ACKNOWLEDGMENT

STATE OF ALABAMA
COUNTY OF SS RECORDED & PAID MTG. TAX
DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.

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

Conrad S. Brubaker
JUDGE OF PROBATE

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

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

known to me to be the

wife of the within named 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 day of, 19

Notary Public

STATE OF ALABAMA, BIBB COUNTY. Office of Judge of Probate
I hereby certify that the within instrument was filed in this office for
record on the 10 day of Sept, 1962 at 9
o'clock PM and recorded in
vol. 76 of Deeds
page 419 and examined by G. H. Stacy
Judge of Probate

STATE OF ALABAMA
BIBB COUNTY

I hereby certify that the Privilege Tax has
been paid on the within instrument as request-
ed by law.

Viz: \$ 1.50

G. H. Stacy
Judge of Probate

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Box 3116
McClain M. s.
Series

FROM

1.95

TO

COLONIAL PIPELINE COMPANY

Line

Length

Rods