

RIGHT OF WAY EASEMENT

FOR AND IN CONSIDERATION OF One Dollar (\$1.00) and other valuable considerations DOLLARS

the receipt of which is hereby acknowledged, Rhett G. Barnes and wife, Frances M. Barnes, Rhett G. Barnes, Jr. and wife, Peggy Ann G. Barnes, and Bettye Sue Barnes Wright and husband, Charles L. Wright,

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 lands described on the sheet attached hereto below

and identified by the signatures of the grantors thereon:

All the $W\frac{1}{2}$ of the $SE\frac{1}{4}$ lying West of the Atlantic Coast Line Railroad; All that part of the $S\frac{1}{2}$ of the $NE\frac{1}{4}$ and of the $S\frac{1}{2}$ of the $N\frac{1}{2}$ of the $NE\frac{1}{4}$ lying East of the centerline of the paved county road known as the Fungo Hollow Road running through said $NE\frac{1}{4}$; All that part of the $S\frac{1}{2}$ of the $NE\frac{1}{4}$ lying South of the centerline of Alabama State Highway No. 52; All of the $SE\frac{1}{4}$ of $NW\frac{1}{4}$ lying South of Peavine Creek; All of the $SW\frac{1}{4}$ of the $NW\frac{1}{4}$ lying South of Peavine Creek and East of the L & N Railroad except the highway right of way; All that part of the $N\frac{1}{2}$ of the $SW\frac{1}{4}$ lying East of Highway 31; All lands owned by us, or by any of us, in the $W\frac{1}{2}$ of the $SE\frac{1}{4}$ lying East of the West or Southwest right of way line of the Atlantic Coast Line Railroad; all of the aforementioned land being in Section 24, Township 20, Range 3 West;

Also that portion of the $SW\frac{1}{4}$ of the $NW\frac{1}{4}$ of said Section 24 and the $SE\frac{1}{4}$ of the $NE\frac{1}{4}$ of Section 23, Township 20, Range 3 West, described as follows: Commencing at the Southeast corner of the $SE\frac{1}{4}$ of the $NE\frac{1}{4}$ of said Section 23, thence along the South line of the last mentioned 40 South 89 deg. 15' West to Buck Creek; thence down Buck Creek by 5 lines as follows: North 24 deg. 30' East 98.3 feet; North 43 deg. 15' East 104 feet; thence North 59 deg. 45' East 78.7 feet; thence North 89 deg. 45' East 36.7 feet; thence South 73 deg. 15' East 231.3 feet; thence North 88 deg. 15' East 220.7 feet; thence South 6 deg. 15' East 144.3 feet; to the South line of the $SW\frac{1}{4}$ of the $NW\frac{1}{4}$ of said Section 24; thence South 89 deg. 15' West to point of beginning.

Identified:

Charles L. Wright

Frances M. Barnes

Bettye Sue Barnes Wright

Rhett G. Barnes Jr.

Peggy Ann G. Barnes

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Said right of way and easement shall be 100 feet in width, the same to be 35 feet in width on the northerly side and 65 feet in width on the southerly side of the center line of the first pipeline (grantee's main pipeline) to be constructed by grantee which shall run in a general Northeasterly and Southwesterly direction and in a general Easterly and Westerly direction, substantially as the same is now surveyed and staked out across the said property of grantors and the construction of which pipeline it is contemplated will be commenced within the next few months. When the construction of the first pipeline to be laid in said right of way and easement shall have been completed, such right of way and easement will thereupon immediately and automatically be reduced to fifty (50) feet in width, the same to be 15 feet in width on the northerly side of the center line of the first pipeline so constructed and 35 feet in width on the southerly side thereof.

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 Exchange Security Bank of Birmingham, Ala. 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 19th day of October, 1962

Signed, sealed, and delivered in the presence of

George D. Maynard

Charles H. Wright (Seal)
Frances M. Borne (Seal)
Betty Lee Borne Wright (Seal)
Phyllis G. Borne Jr (Seal)
Peggy Ann G. Borne (Seal)
Grantors

STATE OF ALABAMA)
COUNTY OF Jefferson }

I, the undersigned authority, in and for said County, ~~in said State~~, hereby certify that Frances M. Barnes 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 19th day of October, 1962.

George D. Maynard
Notary Public, State at Large

STATE OF ALABAMA)
COUNTY OF Jefferson }

I, the undersigned authority, in and for said County, ~~in said State~~, hereby certify that Rhett G. Barnes, 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 19th day of October, 1962.

George D. Maynard
Notary Public, State at Large

STATE OF ALABAMA)
COUNTY OF Jefferson }

I, the undersigned authority, in and for said County, ~~in said State~~, hereby certify that Peggy Ann G. Barnes 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 19th day of October, 1962.

George D. Maynard
Notary Public, State at Large

STATE OF ALABAMA)
COUNTY OF Jefferson }

I, the undersigned authority, in and for said County, ~~in said State~~, hereby certify that Betty Sue Barnes Wright 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 12th day of October, 1962.

George D. Maynard
Notary Public, State at Large

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 8/22/62
10/24/62
RECORDED & S. & M. TAX
& S. DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.

Correll M. Javala
JUDGE OF PROBATE

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