

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 Bettie 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:

All that part of the S $\frac{1}{2}$  of the NE $\frac{1}{4}$  of Section 24 lying  
south of the centerline of Alabama State Highway No. 52 and  
the E $\frac{1}{2}$  of the SE $\frac{1}{4}$  of said Section 24 except 2 $\frac{1}{2}$  acres in the  
northwest corner of said E $\frac{1}{2}$  of SE $\frac{1}{4}$ ; all situated in Township  
20 South, Range 3 West; Also all that part of the S $\frac{1}{2}$  of the  
NE $\frac{1}{4}$  of Section 24, Township 20 South, Range 3 West, lying  
east of the centerline of the paved county road known as  
the Fungo Hollow Road; Also all lands owned by us, or by any  
of us, in the W $\frac{1}{2}$  of the SE $\frac{1}{4}$  of said Section 24 lying East of  
the west or southwest right of way line of the Atlantic Coast  
Line Railroad.

Said right of way and easement is and shall be one hundred (100) feet in width, the same to be fifty (50) feet in width on both the easterly and westerly sides of the center line of the pipeline to be constructed therein. Such pipeline will be constructed in a general southerly direction from, and will commence and take off from, the right of way and easement granted by Grantors to Grantee contemporaneously herewith for Grantee's main line. Said pipeline shall be constructed substantially along the route now surveyed and staked out across the said property of Grantors. Such right of way and easement shall not lapse or be deemed to be abandoned by virtue of non-user provided construction of such pipeline shall be commenced within two years from the date of this instrument.



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.

Charles L. Wright (Seal) Indell Wright (Seal)

Frances M. Barnes (Seal)  
Betty Sue Barnes Joseph  
Rhett L. Barnes Jr. (Seal)  
Peggy Ann H. Barnes (Seal)

Signed, sealed, and delivered in the presence of

George D. Haymond

CPC-93

### ACKNOWLEDGMENT

STATE OF ALABAMA }  
COUNTY OF Jefferson } SS

I, the undersigned authority, in and for said County, in said State, hereby certify that Charles L. Wright,  
also known as Indell 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,  
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. Haymond  
Notary Public, State of Alabama

### ACKNOWLEDGMENT

STATE OF ALABAMA }  
COUNTY OF Jefferson } SS

I, the undersigned authority, in and for said County, in said State, hereby certify that Rhett L. 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,  
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. Haymond  
Notary Public, State of Alabama



# ACKNOWLEDGMENTS

STATE OF ALABAMA

COUNTY OF Jefferson

I, the undersigned authority, in and for said County, ~~in said State~~, hereby certify that Frances M. Burner 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 of Large

STATE OF ALABAMA

COUNTY OF Jefferson

I, the undersigned authority, in and for said County, ~~in said State~~, hereby certify that Rhett A. Burner, 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 of Large

STATE OF ALABAMA

COUNTY OF Jefferson

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

George D. Maynard  
Notary Public, State of Large

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS INSTRUMENT  
WAS FILED ON 11/1/62  
RECORDED & 11/1/62 MTG. TAX  
& 11/1/62 DEED TAX HAS BEEN  
PD. ON THIS INSTRUMENT.

Corbin M. Javiers  
JUDGE OF DEEDS