

4663

RIGHT OF WAY EASEMENT

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

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:

All that part of the SE $\frac{1}{4}$ of NW $\frac{1}{4}$ lying South of Peavine Creek in Section 24, Township 20 South, Range 3 West, Shelby County, Alabama.

Said right of way and easement shall be 100 feet in width, the same to be 35 feet in width on the spoil-bank side, and 65 feet on the working side of the center line of the first pipe line (Grantor's 16-inch Pelham-Helena Line) to be constructed by Grantee hereunder, which shall run in a general Northeastly and Southwestly 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 pipe line it is contemplated will be commenced within the next few weeks. When the construction of the first pipe line 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 extend in width twenty-five (25) feet on each 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 Exchange Security 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.

IN WITNESS WHEREOF, the Grantors herein have hereunto set their hands and seals this 3rd day of May, 1963.

Signed, sealed, and delivered in the presence of

W. M. Smith

Rhett G. Barnes (Seal)
Frances M. Barnes (Seal)
Rhett G. Barnes, Jr. (Seal)
Peggy Ann G. Barnes (Seal)
Bettye Sue Barnes Wright (Seal)
Charles L. Wright

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ACKNOWLEDGMENTS

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 3 day of MAY, 1963.

L. A. Mitchell
NOTARY PUBLIC
Notary Public, State of Alabama at Large
My commission expires Oct. 9, 1965
Bonded by Employers Liability Assurance Corporation

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 3 day of MAY, 1963.

L. A. Mitchell
NOTARY PUBLIC
Notary Public, State of Alabama at Large
My commission expires Oct. 9, 1965
Bonded by Employers Liability Assurance Corporation

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 6th day of MAY, 1963.

L. A. Mitchell
NOTARY PUBLIC
Notary Public, State of Alabama at Large
My commission expires Oct. 9, 1965
Bonded by Employers Liability Assurance Corporation

STATE OF ALABAMA

COUNTY OF Jefferson

I, the undersigned authority, in and for said County, in said State, hereby certify that Charles L. 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 6th day of MAY, 1963.

L. A. Mitchell
NOTARY PUBLIC
Notary Public, State of Alabama at Large
My commission expires Oct. 9, 1965
Bonded by Employers Liability Assurance Corporation

ACKNOWLEDGMENT

STATE OF ALABAMA }
COUNTY OF Jefferson } SS

I, the undersigned authority, in and for said County, in said State, hereby certify that Rhett 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,
he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 6th day of May A.D. 1963

L. A. Mitchell
Notary Public,
State of Alabama at Large
My commission expires Oct. 9, 1965
Bonds by Employers Liability Assurance
Corporation

ACKNOWLEDGMENT

STATE OF ALABAMA }
COUNTY OF Jefferson } SS

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 6th day of May 1963

L. A. Mitchell
Notary Public,
State of Alabama at Large
My commission expires Oct. 9, 1965
Bonds by Employers Liability Assurance
Corporation

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

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Series	Line No.	FROM	TO	Line	Length	Rods
		<u>250</u>	<u>300</u>	<u>Box 1762</u>	<u>Murphy, La</u>	

COLONIAL PIPELINE COMPANY

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 1 PM
6-20-1963
RECORDED & S. MTG. TAX
& S. DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.

Corral M. Jester
JUDGE OF PROBATE

ACCEPTED FOR COLONIAL PIPELINE CO.
By C. H. Jester
R/W SUPERVISOR