

2659

2:402:85
100 rods
137

RIGHT OF WAY EASEMENT

FOR AND IN CONSIDERATION OF - - ONE HUNDRED THIRTY-SEVEN and 10/100 - - - DOLLARS,
the receipt of which is hereby acknowledged,

Monteen E.
James O. Gorman and ~~Monteen E. Gorman~~ Gorman, husband and wife
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 pipe line right of way with the right to construct, maintain, inspect, operate, protect, replace, repair, change the size of, and remove a pipe line for the transportation of liquids and/or gases, upon and along a route to be selected by Grantee, said right of way being _____ feet in width and extending _____ feet from either side of the center line of the first pipe line installed hereunder, on, over, and through the following described lands, of which Grantors warrant they are the owners in fee simple, situated in _____ Shelby & St. Clair _____ County, State of _____ Alabama _____, to-wit:

The East Half of the Northeast Quarter (E 1/2 of NE 1/4) in Section 12, Township
19 South, Range 2 East. AND all of fractional part of Section 7, Township 19
South, Range 3 East, lying West of Coosa River, more particularly described on
the plat attached and made a part hereof

together with the right of unimpaired access to said pipe line and the right of ingress and egress on, over, and through Grantors' above-described land for any and all purposes necessary and incident to the exercise by said Grantee of the rights granted hereunder, with the further right to maintain said right of way herein granted clear of trees, undergrowth, and brush.

Grantors covenant and agree that they will not impound water or construct buildings or structures of any type whatsoever on the above described right of way strip. This shall be a covenant running with the land and shall be binding on Grantors, their heirs and assigns.

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; provided, however, after the first pipe line has been installed, Grantee shall not be liable for damages caused on the right of way by keeping said right of way clear of trees, undergrowth, brush, structures, and obstructions in the exercise of its rights granted herein.

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 watercourse.

~~As consideration herefor, the Grantors hereby grant unto said Grantee its successors and assigns, its heirs and assigns, 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, with the further right to maintain said right of way herein granted clear of trees, undergrowth, and brush.~~

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 _____ Bank of _____, and payment so made shall be deemed and considered as payment to each of said Grantors.

The rights herein granted are divisible and assignable in whole or in part.

The terms, covenants, 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.

TO HAVE AND TO HOLD said rights and right of way, easements, estates, and privileges unto the said Grantee, its successors and assigns, so long as said right of way and easements are used for the purposes granted herein.

~~IN WITNESS WHEREOF, the Grantors herein have hereunto set their hands and seals this _____ day of _____, 19____.~~

IN WITNESS WHEREOF, the Grantors herein have hereunto set their hands and seals this 17th day of April, 1971

Signed, sealed, and delivered in the presence of:

Roseann F. Day

James O. Gorman (husband) (Seal)
Monteen E. Gorman (wife) (Seal)
Monteen E. Gorman (Seal)
Grantors

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IN WITNESS WHEREOF, the undersigned Grantors herein have hereunto set their hands and seals this 17 day of April, 19 71.

Signed, sealed, and delivered in the presence of:

Robert F. Day

James O. Gorman (SEAL)
James O. Gorman (husband)
Monteen E. Gorman (SEAL)
~~Monteen E. Gorman~~ (wife)
Monteen E. (SEAL)
Grantors

ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF SHELBY & ST. CLAIR) SS

I, the undersigned authority, in and for said County, in said State, hereby certify that James O. Gorman & Monteen E. Gorman, h/w whose name s are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 17th day of April, 19 71.

19710421000015510 2/3 \$.00
Shelby Cnty Judge of Probate, AL
04/21/1971 12:00:00 AM FILED/CERT

Frank B. Carter
Notary Public

ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF _____)

I, the undersigned Authority, in and for said County, in said State, hereby certify that _____, whose name as President of the _____ a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this _____ day of _____, 19 ____.

(SEAL)

Notary Public

Loc 2:402 Line No. 85
FROM 267 PAGE 327
BOOK 267
James O. Gorman & Monteen E. Gorman, husband and wife
TO
COLONIAL PIPELINE COMPANY
Line Baton Rouge to Atlanta
Length 137 Rods

UNIVERSAL FIELD SERVICES
Suite 417
6075 Roswell Road, N. E.
Atlanta, Georgia 30328

1971 APR 21 PM 12:41
U.C.C. FILE NUMBER OR
REC. BK. & PAGE AS SHOWN ABOVE
Certified by Frank B. Carter
JUDGE OF PROBATE
STATE OF ALA. SHELBY CO.
CERTIFY THIS
INSTRUMENT WAS FILED
3411-1

