

3084

2:402:59
22 Rods

RIGHT OF WAY EASEMENT

FOR AND IN CONSIDERATION OF - - TWENTY-TWO AND NO/100 - - - - - DOLLARS,

the receipt of which is hereby acknowledged, Eugene W. McCarty

Eugene W. McCarty, a single man
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 50' feet in width and ~~extending~~ from 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 County, State of Alabama, to-wit:

A tract of land in the Northeast Quarter of Southwest Quarter (NE 1/4 of SW 1/4) and in the Southeast Quarter of Northwest Quarter Section 24, Township 19, Range 1 East, more particularly described as follows: Begin at a point on the South line of the Northeast Quarter of Southwest Quarter which point is 495 feet East of the Southwest corner of said forty and run North and parallel with West line of Northeast Quarter of Southwest Quarter and West line of Southeast Quarter of Northwest Quarter to the South right of way line of Florida Short Route Highway; thence easterly direction along South right of way line of said highway to a point which is 825 feet East of West line of said forty; thence South and parallel with West line of said Southeast Quarter of Northwest Quarter and NE 1/4 of SW 1/4 to a point on South or NE 1/4 of SW 1/4 of Section 24, thence West along South line of NE 1/4 of SW 1/4 of said section 330 feet to the point of beginning, 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 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 pipe line or pipe lines substantially parallel to the first pipe line constructed by Grantee on Grantors' land, above described and Grantee agrees to pay Grantors the sum of \$ 1.00 per rod for each additional pipe line constructed, said payment to be made before construction commences. ~~Said additional pipe line or pipe lines shall be subject to the same rights, privileges, and covenants as set forth in this Right of Way Easement.~~ fine

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.

It is agreed and understood that the right of way shall be 100' wide during construction and after construction the permanent right of way shall be 50' in width and shall extend 48' North and 2' South of the pipeline then in place.

IN WITNESS WHEREOF, the Grantors herein have hereunto set their hands and seals this 9th day of

March

19 77

Eugene W. McCarty (Seal)
Eugene W. McCarty, a single man

Signed, sealed, and delivered in the presence of
Edwin V. Eason
Edwin V. Eason

21:11PM 61 JAN 1971
1971 MAY 19 11:12
SHELBY COUNTY JUDGE OF PROBATE
STATE OF ALA. SHELBY CO.

19710519000019690 1/1 \$.00
Shelby Cnty Judge of Probate, AL
05/19/1971 12:00:00 AM FILED/CERT

BOOK 267 PAGE 783