3121

2-401-241

	RIGHT OF WAY EASEMENT
	FOR AND IN CONSIDERATION OF Fourteen & 60/100 DOLLARS,
	the receipt of which is hereby acknowledged, and the further consideration as set forth below and to
	C. R. Dunnam and Violet Dunnam, husband and wife
•	
	every other person whose name as a Grantor is affixed hereto, hereinafter referred to as Grantors (whether one or more), do hereby grant, bargain, sell 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, replace, repair, change the size of, and remove a pipeline 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 25 feet on the North side and 25 feet on the South side of the center line of the pipeline to be installed hereunder, together with the right to use a strip of land 25 feet in width adjacent to the said right of way (upon the side thereof selected by Grantee) and running the length thereof, as temporary work space during construction of said pipeline, all 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 The South Half of Northwest Quarter (So of NWA) of Section 27, Township 20 South, Range 3 West, situated in Shelby County, State of Alabama Centerline of said pipeline shall be approximately 20 feet South and run paralle to the existing Colonial Pipeline on the above described property.
	pipeline up to 33 feet South of the crient have the right to construct said
	additional land so used shall be computed on same bases as damage payment made
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	to be ther with the right of unimpaired access to said pipeline 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.
i	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 pipe line has been as talled, Grantee shall not be liable for damages caused on the right of way by keeping said right way clear of trees, undergrowth, brush, structures, and obstructions in the exercise of its rights ranted herein.

The pipe line constructed by Grantce 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.

This instrument constitutes a present easement grant, subject to the condition, however, that unless (at Grantee's election) on or before ________, 19_____ Grantee shall pay or tender to Grantors the further sum of \$_______ as additional consideration, in the manner hereinafter provided, the estate, easements, rights and privileges herein granted shall cease and terminate and shall revert to Grantors. Prior to such tender or payment of such additional consideration, Grantee shall not construct any pipe line upon the said property, but Grantee may enter upon the property for the purpose of making surveys and performing work incidental thereto to locate the route of the pipe line to be constructed.

by depositing such payment to Bank of		_	any one of them, e deemed and cor		ment
each of said Grantors.					
The rights herein granted ar	e divisible and ass	ignable in who	le or in part.		
The terms, covenants, and p	provisions of this	ight of way ea	sement shall exte	nd to and be bir	ding
on the heirs, executors, adm parties hereto.	inistrators, perso	nal representa	tives, successor	s, and assigns	o£
TO HAVE AND TO HOLD said said Grantee, its successors		•			
the purposes granted herein.		, tong an aard	. Igne of way and c	4	•
IN WITNESS WHEREOF,	the understand C	rantone harair	have havenets e	at thair hands	. m i . a a a
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