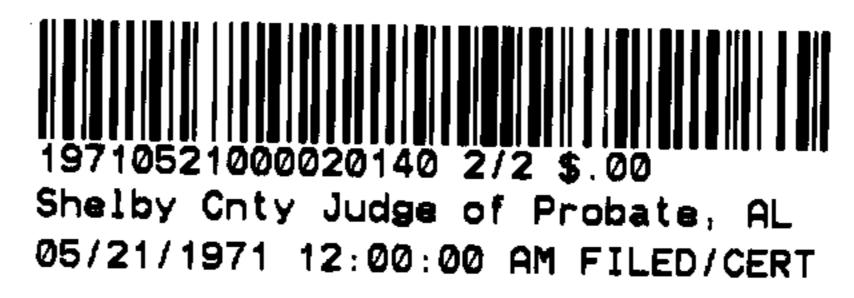
FOR AND IN CONSIDERATION OF Ten and No/100 DOLLARS,
the receipt of which is hereby acknowledged, and the further consideration as set forth below and to be paid within the period hereinafter provided, <u>David H. White & Elizateth O'Neal White</u> .
et ux every other person whose name as a Grantor is 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 42 feet in width and extending 40 feet on the North side and 2 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 48 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 Shelty County, state of Alabama to-wit: Southwest Quarter of Southwest Quarter (SW1 of SW1) of Section 13. Township 20 South, Range 2 West, situated in Shelty County, State of Alabama. Centerline of said pipeline shall be approximately 33 feet South and run parallel to the existing Colonial Fiveline on above described property.
Temporary work space will revert back to the owner after construction and
clean up. together 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.
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 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.
The pipe line constructed by Grantee across any portion of the above-described land which is undecultivation shall, at the time of the construction thereof, be buried to such depth as will not interfered 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 terminat 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.
It is agreed that any payment hereunder may be made direct to said Grantors, or any one of them the 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 the being averaged assignable in whole or in part.
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 assignees, so long as said right of way and easements are used for the purposes granted herein.



IN WITNESS WHEREOF, the this twelfthday of May	undersigned Granto	ors herein have hereunto set their hands and sea
Signed, sealed, and delivered in the presence of:	44812	David White (SEAI Elizabeth O'Neal White
		Grantors Grantors
	ACKNO	OWLEDGMENT
STATE OF ALABAMA COUNTY OF Jefferson) ss	
I, the undersigned authority, Elizabeth O'Neal White who	in and for said Cou	nty, in said State, hereby certify that signed to the foregoing instrument and who
are known to me, contents of the instrument, same bears date.	acknowledged before they	ore me on this day that, being informed of the executed the same voluntarily on the day the
Given under my hand and offic	ial seal, this the ty #4802	welfth day of May , 19 71 .
		Nother Public Jones
	ACKNIO	WLEDGMENT
STATE OF ALABAMA COUNTY OF)	W LEDGMEN I
I, the undersigned authority, in whose n	n and for said Coun ame as President	ty, in said State, hereby certify that
a corporation, is signed to the for	egoing conveyance	, and who is known to me, acknowledged before
Given under my hand and officia	. • • • • • • • • • • • • • • • • • • •	day of, 19
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