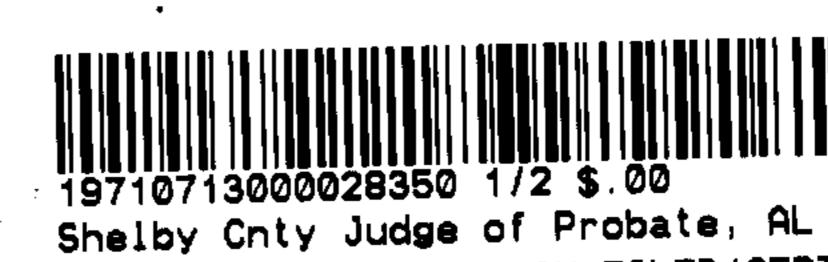
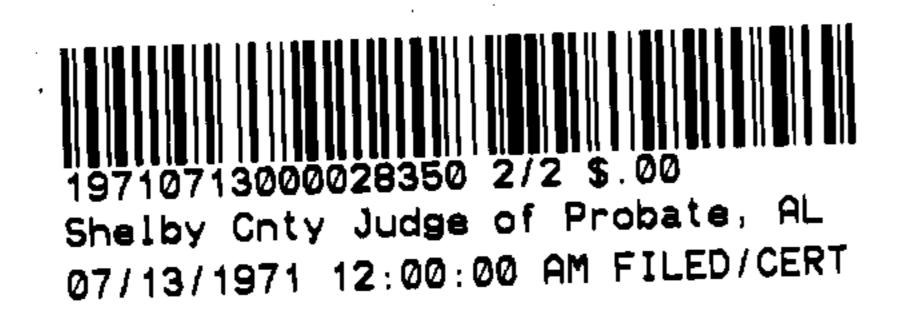
RIGHT OF WAY EASEMENT 43" 2-402-45 ___DOLLARS. FOR AND IN CONSIDERATION OF one Hundred Twelve and No/100---the receipt of which is hereby acknowledged, and the further consideration as set forth below and to be paid within the period hereinaster provided, Mary S. Slaughter and M. E. Slaughter. and each and 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, hereinaster reserred 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 ___5() feet in width and extending 49 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 50 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 County, state of Alabana are the owners in fee simple, situated in Shelby to-wit: The Southeast Quarter of the Southwest Quarter (SER of SWR), Section 28, Township 19 South, Range 1 East and all that part of the Morthwest Quarter of the Northwest Quarter (NN of NN) lying North and East of Powell Branch, and all that part of the Northeast Quarter of the Northwest Quarter (NE% of NW%) lying North and West of Shelty County Highway #55 all in Section 33. Township 19 South, Range 1 East, situated in Shelty County, State of Alabama. 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 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 casement grant, subject to the condition, however, that 19 Grantee shall pay or tender to unless (at Grantee's election) on or before as additional consideration, in the manner herein-Grantors the further sum of \$ after 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. 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 and payment so made shall be deemed and considered as payment Bank of 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 assignees, so long as said right of way and easements are used for the purposes granted herein.

This right of way replaces and supercedes the right of way from Dan H. Durham, et al. recorded in Book 220, Page 820, Shelty County records, dated May 18, 1962.



07/13/1971 12:00:00 AM FILED/CERT



| IN WITNESS WHEREOF, the undersigned Granto this 23th day of June, 1971. | rs herein have hereunto set their hands and seals |
|---|--|
| Signed, sealed, and delivered in the presence of: | Mary S. Slaughter (SEAL) |
| | M. E. Slaughter (SEAL) |
| J. J. Smerman | (SEAL) |
| | Grantors |
| | |
| | OWLEDGMENT |
| STATE OF ALABAMA SS COUNTY OF LINE SS | |
| I, the undersigned authority, in and for said Cou | unty, in said State, hereby certify that Mary 5. |
| claudifica MF 5/2110 Lifer whose names 21 | signed to the foregoing instrument and who |
| contents of the instrument, | fore me on this day that, being informed of the executed the same voluntarily on the day the |
| same hears date. | |
| Given under my hand and official seal, this the | dav of () 197. |
| Given under my name and official scar, ones | |
| | 1 / Drid Died |
| | Notary Public |
| | |
| ACKN | IOWLEDGMENT |
| | |
| STATE OF ALABAMA (COUNTY OF COUNTY OF | |
| | |
| I, the undersigned authority, in and for said Co, whose name as Presider | unty, in said State, hereby certify that |
| a corporation, is signed to the foregoing conveyan | ce, and who is known to me, acknowledged before |
| me on this day that, being informed of the contents full authority, executed the same voluntarily for a | s of the conveyance, he, as such officer, and with nd as the act-of said corporation. |
| full additionity, executed the built of the following the | th. (). |
| Given under my hand and official seal, this | day of |
| | And Air |
| | Notary Public |
| (SEAL) | |
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