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Shelby Cnty Judge of Probate, AL
09/16/1971 12:00:00 AM FILED/CERT

2- 402-37A P.C.

4941
RIGHT OF WAY EASEMENT

FOR AND IN CONSIDERATION OF One Hundred and No/100 DOLLARS,
the receipt of which is hereby acknowledged, BOBBY L. SALSER, 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 _____ 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 County, State of Alabama, to-wit:

Begin at the Northwest corner of the Southwest Quarter of the Northeast Quarter (SW. NE.) of Section 1, Township 20 South, Range 1 West and run East along the North boundary line of said 40 acres, 440 yards, thence South along the East boundary line of said 40 acres, 400 yards, thence West parallel with the South line of said 40 acres, 405 yards, thence North 70 yards, thence West 35 yards to the West line of said 40 acres, thence North 330 Yards to point of beginning, containing 36 acres, more or less.

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 \$ _____ 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.

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 assignees, so long as said right of way and easements are used for the purposes granted herein.

This Right of Way covers only working space needed in the northwest corner of this tract and is not meant to convey the right to lay any pipeline on the described acreage.

IN WITNESS WHEREOF, the Grantors herein have hereunto set their hands and seals this 2 day of

September, 1971.

Bobby L. Salser
(Seal)
Bobby L. Salser

Grantors

Signed, sealed, and delivered in the presence of:

Glenn B. Salser

Signed, sealed, and
delivered in the presence of:

(SEAL)

(SEAL)

(SEAL)

Grantors

STATE OF ALABAMA)
COUNTY OF Tuscaloosa) SS

Given under my hand and official seal, this the 2 day of September, 1971.

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Gladys B. Gilson
Notary Public

STATE OF ALABAMA
COUNTY OF

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

Notary Public

U.C.C. FILE NUMBER OR
REC. BK. & PAGE AS SHOWN ABOVE

STATE OF ALA. SHELBY CO.
 CERTIFY THIS
 INSTRUMENT WAS FILED
Book Jan. 50
 1971 SEP 15 PM 1:57

Conrad M. J. ...

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