



19780424000048620 1/3 \$.00
Shelby Cnty Judge of Probate, AL
04/24/1978 12:00:00AM FILED/CERT

RIGHT OF WAY EASEMENT

FOR AND IN CONSIDERATION of Ten Dollars (\$10.00), the receipt of which is hereby acknowledged, COLONIAL PIPELINE COMPANY, a Delaware corporation, hereinafter referred to as "Grantor", does hereby grant and convey unto PELHAM WATER WORKS, its successors and assigns, herein after referred to as "Grantee", an easement, twenty-one (21) feet in width, for one 2-inch CV 200 P.V.C. water line for the transportation of water on, over and through the following described lands situated in Shelby County, Alabama, to wit:

A tract or parcel of land containing 38.5883 acres, being part of an original tract of land containing 52.7 acres conveyed to Colonial Pipeline Company from Rhett G. Barnes by Deed dated October 19, 1962 and recorded in Book 222, Page 833, of the Records of Shelby County, Alabama.

together with the right of access to said water line and the right of ingress and egress over established roads, lanes, or other established ways as designated by the Grantor for any and all purposes necessary and incident to the exercise by said Grantee of the rights granted hereunder.

IT IS SPECIFICALLY PROVIDED that the 2-inch water line shall be laid in the center seven (7) foot section of the aforementioned twenty-one (21) foot right of way across said lands as shown in Detail "A" on Colonial Pipeline Company plat entitled "Boundary Survey, Pelham Station No. 19, Shelby County, Alabama dated February 19, 1977 and revised March 2, 1977, copy of which is attached hereto and made a part hereof.

Grantee agrees to repair or to pay for any actual damage which may be done to buildings, structures or other personal property of Grantor, arising out of Grantee's exercise of the rights herein granted. Further, Grantee shall indemnify and protect Grantor from and against any claims or actions for injuries to and/or death of any and all persons whomsoever and for damages to property of Grantee and/or any third party arising out of the use of the right of way for the purposes contemplated by this grant.

The said Grantor shall have the right to use and enjoy the above-described land except as the same may be necessary for the purposes herein granted to the said Grantee.

In addition to the above consideration, Grantee agrees to repair or to pay for any damage caused by Grantee exercising any rights herein granted.

The water line to be constructed by Grantee across the abovedescribed land shall, at the time of the construction thereof, be buried to a minimum depth of 36 inches measured from the surface to the top of the water line.

The rights herein granted may not be assigned in whole or in part without the written consent of Grantor.

The terms, conditions, and provisions of this right of way easement shall extend to and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 22 day of December, 1977.

ATTEST:

PELHAM WATER WORKS

William Mac L. Dennis

Burt L. Lunn

Secretary

President

Pelham City Hall
P.O. Box 277

Dec 1 1977

ATTEST:

COLONIAL PIPELINE COMPANY

[Signature]
Assistant Secretary

By: Glenn H. Giles
Vice President RFT

STATE OF ALABAMA

COUNTY OF Shelby

I, Hellie Mae L. Dennis, a Notary Public in and for said county in said state, hereby certify that Burr Denaway whose name as _____ President of PELHAM WATER WORKS, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of such corporation.

Given under my hand and seal of office this 22 day of December, A.D., 1977.

My commission expires:

July 1980

Hellie Mae L. Dennis
Notary Public

STATE OF GEORGIA

COUNTY OF FULTON

I, Gloria A. Jones, a Notary Public in and for said county in said state, hereby certify that Glenn H. Giles whose name as Vice President of COLONIAL PIPELINE COMPANY, a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this 17th day of January, A.D., 1977.

My commission expires:

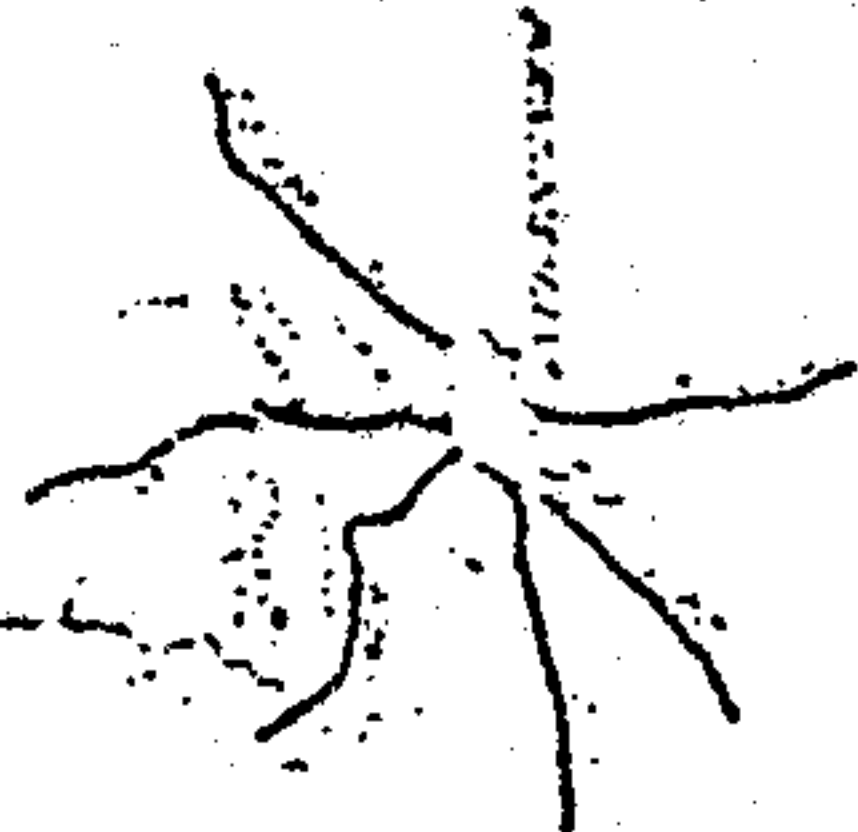
March 16, 1980

Gloria A. Jones
Notary Public



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LOCATION MAP



COATES BRANCH

COUNTY HIGHWAY

$$\frac{4946}{2699} = 18.32$$

RECEIVED
MAY 19 1964

SEE DELTA - "A"

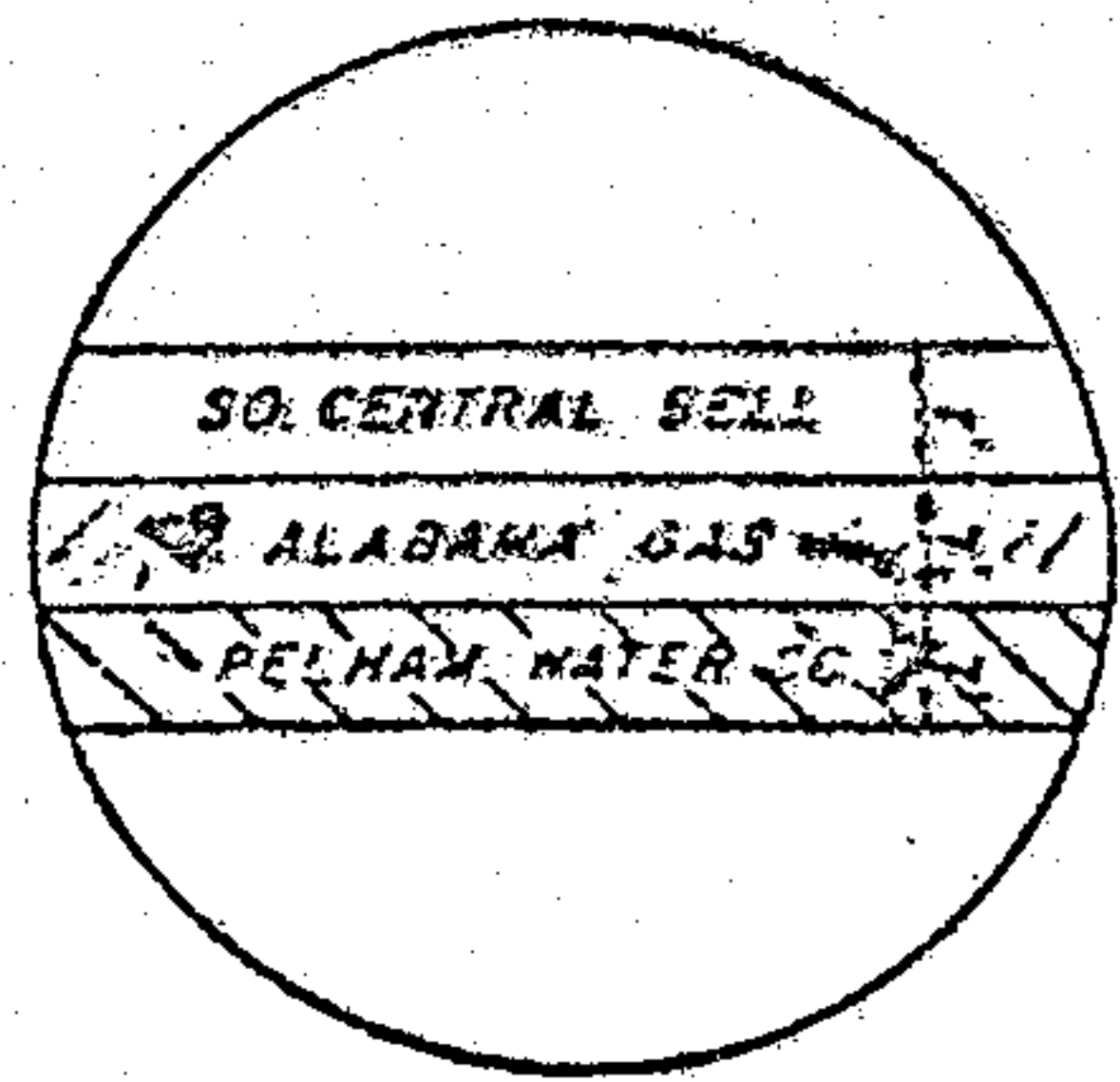
550[±]

PROPOSED STATE HIGHWAY PROJECT NO. I-65

753267 8
18 1117 -10
22 2222 2531

COUNTY HIGHWAY

DETAIL "A"
NO SCALE



TOTAL AREA

REFERENCE SURVEY

[illegible]

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STATE OF ALA. SHELLEY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
378 APR 21

1978 APR 24 PM 3: 00

Thomas G. Swanson
JUDGE OF PROBATE

Rec. $\frac{450}{100}$
550