RIGHT OF WAY EASEMENT

567

FOR AND IN CONSIDERATION OF Ten and no/100 DOLLARS,

the receipt of which is hereby acknowledged, Luther H. Nunnally, Jr., 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 Thirty feet in width lying parallel with and contiguous to the easterly right of way line of Plantation Pipe Line Co.'s existing easement, 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:

the SW 1/4 of the NW 1/4 of Section 3, Township 2C, Range 3 West as described in a deed from W. J. Strickland, et ux to Luther H. Nunnally, Jr. in a deed dated November 27, 1951 and recorded in Book 149, Page 320 of the public records of Shelby County, Alabama.

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~~ $ 1.00 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.

19790314000031330 1/2 $.00
Shelby Cnty Judge of Probate, AL
03/14/1979 12:00:00AM FILED/CERT

IN WITNESS WHEREOF, the Grantors herein have hereunto set their hands and seals this _____ day of _____ 19____

Luther H. Nunnally Jr. (Seal)

Signed, sealed, and delivered in the presence of:

_____ (Seal)

_____ (Seal)

Grantors

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ACKNOWLEDGMENT

STATE OF ALABAMA)
)SS
COUNTY OF Shelby)

I the undersigned authority, in and for said County, in said State, hereby certify that Luther M Nunnally Jr A single man whose name 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, did executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 12 day of Feb, 1979.

Lee E. Myrick
Notary Public

ACKNOWLEDGMENT

STATE OF ALABAMA)
)SS
COUNTY OF)

I the undersigned authority, in and for said County, in said State, hereby certify that

whose name

signed to the foregoing instrument and who known to me, acknowledged before me on this day that, being informed of the contents of the instrument,

executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the day of ,19

Notary Public

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1979 MAR 14 AM 8:05

Thomas A. Snoddy, Jr.
JUDGE OF PROBATE

Deed .50
Rec. 3.00
Ind. 1.00
4.50

19790314000031330 2/2 $.00
Shelby Cnty Judge of Probate, AL
03/14/1979 12:00:00AM FILED/CERT