

4642

RIGHT OF WAY EASEMENT

FOR AND IN CONSIDERATION OF Seventy Seven & No/100----- DOLLARS,

the receipt of which is hereby acknowledged, Jemima Kendrick a widow and Floyd E. Kendrick and
Clarice D Kendrick his wife and Elra F. Kendrick and Hazel M. Kendrick his wife and
A.J. Stone and Verna K. Stone his wife and Winston Blackmon a single man of
legal age and Claude L. Blackmon a single man of legal age. R.R. # 1 Chelsea, Ala.

situated in Shelby County, State of Alabama to-wit:

Part of the Northwest Quarter of Southeast Quarter (NW¹/₄ of SE¹/₄);

Described as beginning at the Northwest (NW) corner of said Northwest Quarter

of Southeast Quarter (NW¹/₄ of SE¹/₄) thence run East along North boundary line of

said 40 a distance of 1100 feet, thence in a southeasterly direction to the

Southeast (SE) corner of said 40, thence West to the Southwest (SW) corner

thence North to the point of beginning, Section 8, Township 20 South,

Range 1 West, situated in Shelby 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 the above-described land for any and all purposes necessary and incident to the exercise by said Grantee of the rights granted hereunder.

The said Grantors 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. Grantors agree not to build, create, or construct any obstructions, engineering works, or other structures over said pipe line nor permit the same to be done by others.

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.

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 water course.

~~As a part of the consideration hereinafter set forth, Grantors hereby grant unto said Grantee, its successors and assigns, the right to~~
~~construct, operate, and maintain an additional pipeline or pipelines substantially parallel to the first pipeline constructed~~

~~on Grantors' land, above described and Grantee agrees to pay Grantors the sum of \$ XXX XXXXXX for each additional~~
~~pipeline constructed; said payment to be made before construction commences. Said additional pipeline or pipelines shall be subject to~~
~~the same rights, privileges, and conditions as set forth in this Right of Way Easement.~~

~~It is agreed that any payment hereunder may be made by 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 XXXXXXXXXXXXXXXXXXXXXXXXXX Bank of XXXXXXXXXX~~
~~and payment so made shall be deemed and considered as payment to said Grantors.~~

The rights herein granted may be assigned in whole or in part.
The terms, conditions, 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.

It is understood and agreed that the right of way herin granted shall be 75 ft.
in width during the period of construction, and that after construction and
clean-up, then the said permanent right of way shall be 50ft. in width, extending
35 ft. on the south side and 15 ft. on the north side of the center line of said
pipe line then in place.

IN WITNESS WHEREOF, the Grantors herein have hereunto set their hands and seals this 5th day of June, 1962

Elra F. Kendrick
Hazel M. Kendrick
Winston Blackmon
Claude L. Blackmon

Jemima Kendrick
Floyd Kendrick
Clarice D. Kendrick
Verna K. Stone
A.J. Stone

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Signed, sealed, and
delivered in the presence of
Wm. McCarty
E. H. Payne

By:

R/W SUPERVISOR

ACKNOWLEDGMENT

COUNTY OF Shelby Shelby

Winston Blackmon

whose name is signed to the foregoing instrument

5th day of

✓ 17/66

E.H. Payne

YNE

County Of Shelby

Claude L. Blackmon

whose name is signed to the foregoing instrument and

5th day of

✓ 15/66

E. H. Payne

ACKNOWLEDGEMENT

STATE OF ALABAMA

COUNTY OF Shelby

I, the undersigned authority, in and for said County, in said State, hereby certify that Elra F. Kendrick and Hazel M. Kendrick his wife whose names are signed to the foregoing instrument and who being known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official, this the 5th day of June 1962.

My commission expires 5-17-66

E.H. Payne
E.H. Payne
Notary Public

WIFE'S SEPARATE ACKNOWLEDGEMENT

STATE OF ALABAMA

COUNTY OF Shelby

I, the undersigned authority, in and for said County, in said State, hereby certify that on this day came before me the within named Hazel M. Kendrick known to me to be the wife of the within named Elra F. Kendrick who being examined separately and apart from the husband touching her signature to the within instrument, acknowledged that she signed the same of her own free will and accord, without fear, constraints or threats on the part of the husband.

In witness whereof, I have here unto set my hand and official seal, on this 5th day of June, 1962

My commission expires 5-17-66

E.H. Payne
Notary Public
E.H. Payne

ACKNOWLEDGEMENT

STATE OF ALABAMA
COUNTY OF Shelby

I, the undersigned authority, in and for said County, in said State, hereby certify that A.J. Stone and Verna K. Stone his wife whose names are signed to the foregoing instrument and who being known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 5th day of June 1962.

My commission expires 5-17-66

E.H. Payne
E.H. Payne
Notary Public

WIFE'S SEPARATE ACKNOWLEDGEMENT

STATE OF ALABAMA
COUNTY OF Shelby

I, the undersigned authority, in and for said County, in said State, hereby certify that on this day came before me the within named Verna K. Stone known to me to be the wife of the within named A.J. Stone who being examined separate and apart from the husband touching her signature to the within instrument, acknowledged that she signed the same of her own free will and accord, without fear, constraints or threats on the part of the husband.

In witness whereof, I have here unto set my hand and official seal, on this 5th day of June, 1962

My commission expires 5-17-66

E.H. Payne
Notary Public
E.H. Payne

ACKNOWLEDGMENT

STATE OF ALABAMA
COUNTY OF Shelby } SS

I, the undersigned authority, in and for said County, in said State, hereby certify that F. Floyd E. Kendrick
and Clarice D. Kendrick his wife whose name is signed to the foregoing instrument
and who being known to me, acknowledged before me on this day that, being informed of the contents of the instrument,
they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 5th day of June, 19 62

My commission expires 4/17/66

E. H. Payne
E. H. Payne Notary Public

ACKNOWLEDGMENT

STATE OF ALABAMA
COUNTY OF Shelby } SS

I, the undersigned authority, in and for said County, in said State, hereby certify that Jemima Kendrick
a widow whose name is signed to the foregoing instrument
and who being known to me, acknowledged before me on this day that, being informed of the contents of the instrument,
she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 5th day of June, 19 62

My commission expires 4/17/66

E. H. Payne
E. H. Payne Notary Public

WIFE'S SEPARATE ACKNOWLEDGMENT

STATE OF ALABAMA
COUNTY Shelby } SS

I, the undersigned authority, in and for said County, in said State, hereby certify that on this day came before me the within named
Clarice D. Kendrick known to me to be the
wife of the within named Floyd E. Kendrick
who being examined separate and apart from the husband touching her signature to the within instrument, acknowledged that she
signed the same of her own free will and accord, without fear, constraints or threats on the part of the husband.

In witness whereof, I have hereunto set my hand and official seal, on this 5th day of June, 19 62

My commission expires 4/17/66

E. H. Payne
E. H. Payne Notary Public

BOOK 220 PAGE 936	Series	Line No.	FROM	TO	COLONIAL PIPELINE COMPANY	Line	Length	Rods

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 6-20-62
RECORDED & \$ 50 MTG. TAX
& \$ 50 DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.

Conrad M. Fowler
JUDGE OF PROBATE

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