

3441  
RIGHT OF WAY EASEMENT

2-401-244

FOR AND IN CONSIDERATION OF Ten and No/100----- DOLLARS,  
the receipt of which is hereby acknowledged, the undersigned,

Maggie W. Hinds, Widow of Austin M. Hinds, Deceased,  
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:

All that part of the Southeast Quarter (SE $\frac{1}{4}$ ) lying West of Buck Creek;

Also the East-Half of Southeast Quarter of Southwest Quarter

(E $\frac{1}{2}$  of SE $\frac{1}{4}$  of SW $\frac{1}{4}$ ) in Section 23, Township 20 South, Range 3 West.

The proposed pipeline herein shall be constructed in accordance with the  
attached plat which is made a part hereof.

Right of ingress and egress shall be restricted to the right of way as  
granted herein.

The pipeline provided for herein shall be constructed as now surveyed and  
staked on the ground.

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 obstruc-  
tions 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 CONDITION OF THE GRANT OF THIS EASEMENT, THE GRANTORS AGREE TO PAY TO THE GRANTEE, BY CHECK OR MONEY ORDER, THE SUM OF FIFTY DOLLARS (\$50.00) PER ANNUM, IN ADVANCE, ON THE FIRST DAY OF JANUARY OF EACH YEAR, BEGINNING WITH THE YEAR 1971, UNTIL THE YEAR 1976, WHEN THE GRANTORS SHALL BE RESPONSIBLE FOR THE PAYMENT OF THE REMAINING BALANCE OF THE EASEMENT FEE. THE GRANTORS AGREE TO PAY THE GRANTEE THE SUM OF FIFTY DOLLARS (\$50.00) PER ANNUM, IN ADVANCE, ON THE FIRST DAY OF JANUARY OF EACH YEAR, BEGINNING WITH THE YEAR 1971, UNTIL THE YEAR 1976, WHEN THE GRANTORS SHALL BE RESPONSIBLE FOR THE PAYMENT OF THE REMAINING BALANCE OF THE EASEMENT FEE.~~

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.

Grantee agrees to be responsible for any damages done either in installa-  
tion or maintenance and operation of the pipeline to be constructed under  
this easement as to the owner's farm, buildings or structures situated  
thereon or his water system or wells caused by Grantee's blasting.

IN WITNESS WHEREOF, the Grantors herein have hereunto set their hands and seals this 6th day of

July, 1971.

Signed, sealed, and  
delivered in the presence of

Robert W. Gower  
Willie Mae L. Dennis

Maggie Hinds (Seal)

Bobby Lee Hinds (Seal)

\_\_\_\_\_  
Grantors (Seal)

19710713000028400 1/3 \$ .00  
Shelby Cnty Judge of Probate, AL  
07/13/1971 12:00:00 AM FILED/CERT

BOOK 268 PAGE 817





19710713000028400 2/3 \$ .00  
Shelby Cnty Judge of Probate, AL  
07/13/1971 12:00:00 AM FILED/CERT

IN WITNESS WHEREOF, the undersigned Grantors herein have hereunto set their hands and seals  
this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Signed, sealed, and  
delivered in the presence of:

(SEAL)

(SEAL)

(SEAL)

Grantors

#### ACKNOWLEDGMENT

STATE OF ALABAMA )  
COUNTY OF Shelby ) SS

I, the undersigned authority, in and for said County, in said State, hereby certify that Maggie H. Hendrix 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 6 day of July, 1971.

my commission expires  
July 1972

William O. L. Dennis  
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 Bobby L. Hendrix 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 instru-  
ment, he executed the same voluntarily on the day the same bears date..

Given under my hand and official seal, this the 6 day of July, 1971

my Commission expires July 1972

1971.

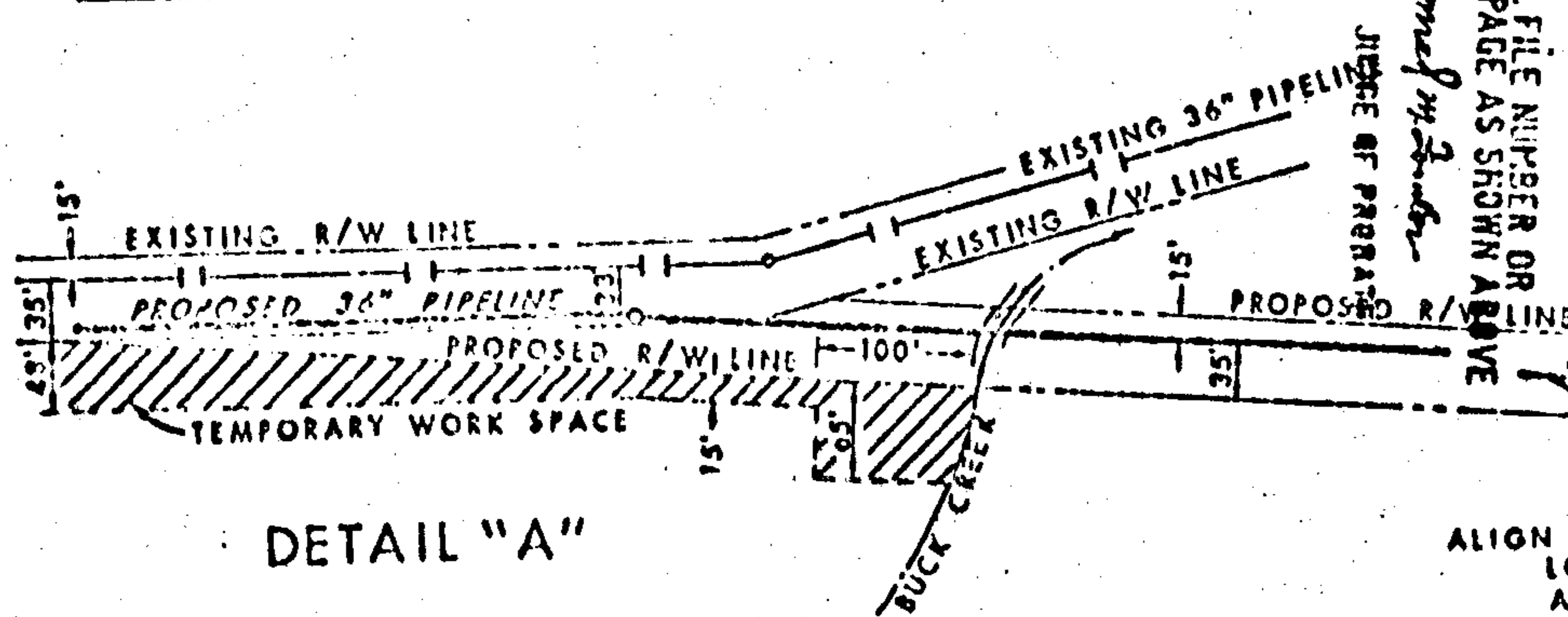
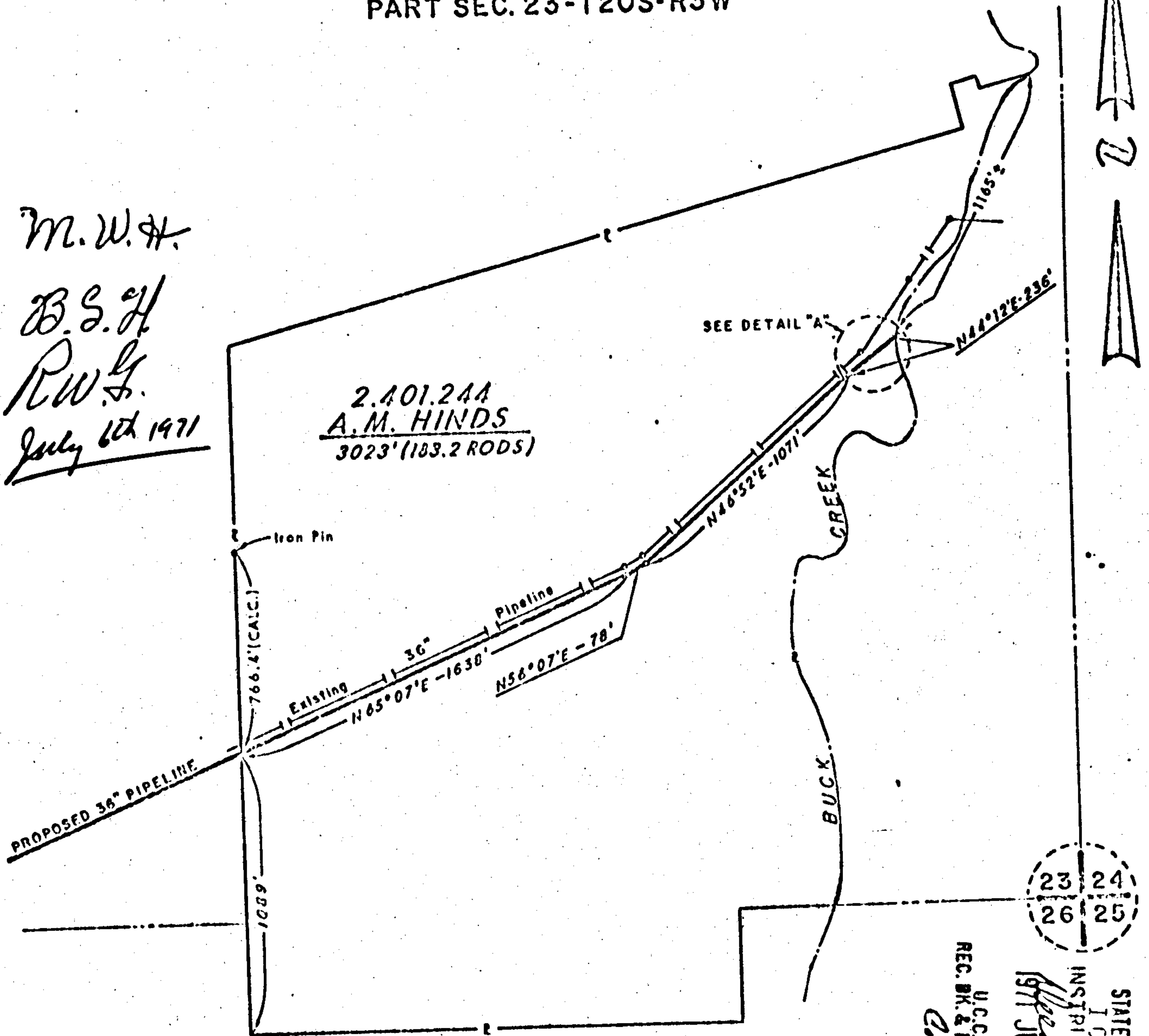
William O. L. Dennis  
Notary Public

Loc	Line No.
FROM	
BOOK 268 PAGE 818	
TO	
COLONIAL PIPELINE CO.	
Line	
Length	

1.95

SHELBY COUNTY, ALABAMA  
PART SEC. 23-T20S-R3W

M.W.H.  
B.S.H.  
R.W.G.  
July 6th 1971



23 24  
26 25

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
1971 JUL 13 AM 10:11  
REC. BK. & PAGE AS SHOWN ABOVE  
U.C.C. FILE NUMBER OR  
JUDGE OF PROBATE

ALION MAP NO. 5324.363  
LOCATION 401  
AGE 1656

DRAWN J.D.  
BOOK 401 03  
NOTES PP 14 & 24  
SCALE: 1" = 600'  
DATE 4/29/71  
CHECKED  
1.401.244

COLONIAL PIPELINE COMPANY  
ATLANTA, GEORGIA

PROPOSED 36" PIPELINE CROSSING  
A.M. HINDS  
SHELBY COUNTY, ALABAMA

REVISION	DATE

19710713000028400 3/3 \$ .00  
Shelby Cnty Judge of Probate, AL  
07/13/1971 12:00:00 AM FILED/CERT

BOOK 268 PAGE 819