

RIGHT OF WAY EASEMENT  
FOR AND IN CONSIDERATION OF One Hundred Ninety-Six and No/100----- DOLLARS,

the receipt of which is hereby acknowledged, and the further consideration as set forth below and to be paid within the period hereinafter provided, Rhett G. Barnes, et ux, Frances Barnes;

Lindell Wright, et ux, Bettie B. Wright;

Rhett G. Barnes Jr., et ux, Peggy Barnes

and each and every other person whose name as a Grantor is affixed hereto, hereinafter referred to as Grantors (whether one or more), do hereby grant, bargain, sell and convey unto COLONIAL PIPELINE COMPANY, a Delaware corporation, its successors and assigns, hereinafter referred to as Grantee, an easement for a pipeline right of way with the right to construct, maintain, inspect, operate, protect, replace, repair, change the size of, and remove a pipeline for the transportation of liquids and/or gases, upon and along a route to be selected by Grantee, said right of way being 50 feet in width and extending \_\_\_\_\_ feet on the \_\_\_\_\_ side and \_\_\_\_\_ feet on the \_\_\_\_\_ side of the center line of the pipeline to be installed hereunder, together with the right to use a strip of land \_\_\_\_\_ feet in width adjacent to the said right of way (upon the side thereof selected by Grantee) and running the length thereof, as temporary work space during construction of said pipeline, all 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 North Half of the Northeast Quarter (N $\frac{1}{2}$  of NE $\frac{1}{4}$ ), Section 24, Township 20 South, Range 3 West, lying East of the centerline of a paved county road known as Fungo Hollow Road. All of the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$  of NW $\frac{1}{4}$ ) of Section 24, lying South of Peavine Creek and all of the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$  of NW $\frac{1}{4}$ ), Section 24, lying South of Peavine Creek and East of the L & N Railroad except for highway right of way all in Section 24, Township 20 South, Range 3 West. Also that portion of the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$  of NW $\frac{1}{4}$ ) of said Section 24 and the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$  of NE $\frac{1}{4}$ ) of Section 23, Township 20 South, Range 3 West, described as follows: Commencing at the Southeast corner of the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$  of NE $\frac{1}{4}$ ) of said Section 23, thence along the South line of the last mentioned 40 South 89° 15' West to Buck Creek; thence down Buck Creek by 5 lines as follows: North 24° 30' East 98.3 feet; North 43° 15' East 104 feet; thence North 59° 45' East 78.7 feet; thence North 89° 45' East 36.7 feet; thence South 73° 15' East 231.3 feet; thence North 88° 15' East 220.7 feet; thence South 6° 15' East 144.3 feet; to the South line of the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$  of NW $\frac{1}{4}$ ) of said Section 24; thence South 89° 15' West to point of beginning.

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 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.

The 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.

This instrument constitutes a present easement grant, subject to the condition, however, that unless (at Grantee's election) on or before \_\_\_\_\_, 19\_\_\_\_ Grantee shall pay or tender to Grantors the further sum of \$ \_\_\_\_\_ as additional consideration, in the manner herein-after provided, the estate, easements, rights and privileges herein granted shall cease and terminate and shall revert to Grantors. Prior to such tender or payment of such additional consideration, Grantee shall not construct any pipe line upon the said property, but Grantee may enter upon the property for the purpose of making surveys and performing work incidental thereto to locate the route of the pipe line to be constructed.

BOOK 268  
19710713000028410 1/2 \$ .00  
Shelby Cnty Judge of Probate, AL  
07/13/1971 12:00:00 AM FILED/CERT



19710713000028410 2/2 \$ .00  
Shelby Cnty Judge of Probate, AL  
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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 assigns, so long as said right of way and easements are used for the purposes granted herein.

IN WITNESS WHEREOF, the undersigned Grantors herein have hereunto set their hands and seals this 6th day of July, 1971.

Signed, sealed, and delivered in the presence of:

STATE OF ALABAMA  
COUNTY OF MONROE  
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Frances M. Barnes (SEAL)  
Lindell Wright (SEAL)  
Bettye B. Wright (SEAL)  
Rhett G. Barnes Jr. (SEAL)  
Peggy Barnes (SEAL)  
Grantors

ACKNOWLEDGMENT

STATE OF ALABAMA )  
COUNTY OF MONROE ) SS

I, the undersigned authority, in and for said County, in said State, hereby certify that Rhett G. Barnes, Jr. and Peggy Barnes

whose names are signed to the foregoing instrument and who are 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 7th day of July, 1971.

My Commission expires  
(SEAL) April 12, 1972

Larry S. Dillibaker  
Notary Public

STATE OF ALABAMA )  
COUNTY OF SHELBY ) SS

I, the undersigned authority, in and for said County, in said State, hereby certify that Rhett G. Barnes, et ux, Frances Barnes; and Lindell Wright, et ux, Bettye B. Wright whose names are signed to the foregoing instrument and who are 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 7th day of July, 1971.