

RIGHT OF WAY EASEMENT

FOR AND IN CONSIDERATION OF ONE HUNDRED EIGHTEEN & NO/100 = = = = = DOLLARS,
the receipt of which is hereby acknowledged, ^{F.} Jemima Kendrick, widow

Floyd E. Kendrick and Clarice D. Kendrick, his wife
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:

That part of the Northwest Quarter of Southeast Quarter, NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 8, Township 20 South, Range 1 West, described as: Beginning at the Northwest, (NW) Corner of said Northwest Quarter of Southeast Quarter, (NW $\frac{1}{4}$ of SE $\frac{1}{4}$) of said Section 8; Thence run East along the North Boundary thereof, a distance of approximately 660 feet to a point; Thence run Southeasterly in a straight line to the Southeast, (SE) Corner of said Northwest Quarter of Southeast Quarter, (NW $\frac{1}{4}$ of SE $\frac{1}{4}$); Thence West along the South Boundary of said forty to the Southwest Corner thereof; Thence North along the West Boundary thereof to the Point of Beginning, containing 30 acres more or less. The centerline of the proposed pipeline herein shall be 33 feet South and run parallel with the existing Colonial pipeline on the herein described property. THIS GRANT IS FOR ONE PIPELINE ONLY.

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 ~~construct~~ 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.

The rights herein granted are divisible and assignable in whole or in part.

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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.

The temporary work space shall be on the south side of permanent R/W and 48 feet wide. The right of way shall be 50 feet in width, namely: 38 feet on the North side and 2 feet on the South side of the pipeline to be installed hereunder. The total width of permanent right of way shall be 50 feet and shall include easement rights granted by Grantors to Grantee in easement under date of June 5th, 1962 as recorded in Volume 220, at Page 992 of the Records of Shelby County, Alabama. 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.

IN WITNESS WHEREOF, the Grantors herein have hereunto set their hands and seals this 7th day of JULY, 19 71.

Signed, sealed, and
delivered in the presence of

delivered in the presence of)

C. Ward Cashion

C. Ward Cashion

Jemima F. Kendrick (Seal)
Jemima Kendrick (widow)
Floyd E. Kendrick (Seal)
Clarice D. Kendrick (Seal)
Clarice D. Kendrick



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

Signed, sealed, and _____ (SEAL)
delivered in the presence of: _____ (SEAL)

Grantors _____ (SEAL)

ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF _____ SHELBY) SS

I, the undersigned authority, in and for said County, in said State, hereby certify that _____
FLOYD E. KENDRICK and _____ JEMIMA KENDRICK, Widow and
CLARICE D. KENDRICK, his wife whose name _____ 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, 19 71.

MY COMMISSION EXPIRES:

Verna K. Stone, Notary Public
State of Alabama at Large
My Commission Expires August 21, 1971

Verna K. Stone
Notary Public
Verna K. Stone

ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF _____)

I, the undersigned authority, in and for said County, in said State, hereby certify that _____
_____, whose name as President of the _____
a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before
me on this day that, being informed of the contents of the conveyance, 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 official seal, this _____ day of _____, 19____.

19710722000029720 2/2 \$.00
Shelby Cnty Judge of Probate, AL
07/22/1971 12:00:00 AM FILED/CERT

Notary Public

949
(SEAL)

Loc _____ Line No. 268 BOOK _____ PAGE _____

FROM	TO	Length	Rods
_____	COLONIAL PIPELINE COMPANY	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Colonial Pipeline

U.C.C. FILE NUMBER OR
REC. BK. & PAGE AS SHOWN ABOVE
1971 JUL 22 AM 11:38
INSTRUMENT WAS FILED
STATE OF ALA. SHELBY CO.
CERTIFY THIS