



20220520000206740 1/4 \$32.00
Shelby Cnty Judge of Probate, AL
05/20/2022 02:13:48 PM FILED/CERT

Document Prepared By and Return To:
Colonial Pipeline Company
P.O. Box 1624
Alpharetta, Georgia 30009

401:235A
SHELBY COUNTY, AL

RIGHT OF WAY EASEMENT

FOR AND IN CONSIDERATION OF TEN DOLLARS (\$10.00), and other good and valuable considerations, the receipt and adequacy of which is hereby acknowledged, **WILLIAM WAYNE BOOTH** and **BILLIE ANN BOOTH**, hereinafter referred to as Grantors (whether one or more), do hereby grant, bargain, sell, convey, and warrant unto **COLONIAL PIPELINE COMPANY**, a Delaware and Virginia corporation, its successors and assigns, hereinafter referred to as Grantee, an indefeasible easement for a pipeline right of way with the right to construct, maintain, inspect, identify, operate, protect, replace, repair, change the size of, and remove two underground pipelines and appurtenances, including markers and corrosion maintenance devices, for the transportation of liquids, gases, solids, and/or mixtures of any or all thereof. The width of said right of way being described as follows: the area of said right of way being twenty feet (20') to the north, northwest of the centerline of the Grantee's northern, northwestern most underground pipeline, to twenty feet (20') to the south, southeast of the centerline of the Grantee's southern, southeastern most pipeline; said right of way being described as a strip of land 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 NE 1/4 of the SW 1/4, the SE 1/4 of the SW 1/4, the SW 1/4 of the SE 1/4, the NW 1/4 of the SE 1/4, SW 1/4 of the SW 1/4, and the NE 1/4 of the SE 1/4 of Section 32, Township 20 South, Range 3 West, lying South of the centerline of Shelby County Highway 266, and East of the following described line: commence at the intersection of the centerline of Shelby County Highway 91 and the centerline of Shelby County Highway 266; thence run in a Southerly direction along the centerline of Shelby County Highway 266 a distance of 2,255 feet to the point of beginning of said described line; thence run in a Southwesterly direction 2,500 feet, more or less, to a point on the South line of said Section 32, said point being 900 feet East of the Southwest corner of said Section 32.

ALSO, a 100 foot easement for utilities and ingress and egress, the centerline of said easement being described as follows: commence at a point on the centerline of Shelby County Highway 91, which lies 50 feet East of the West line of the SW 1/4 of the SW 1/4 of said Section 32; thence run South, parallel to the West line of said Section line a distance of 800 feet to a point; thence



20220520000206740 2/4 \$32.00
Shelby Cnty Judge of Probate, AL
05/20/2022 02:13:48 PM FILED/CERT

run East and parallel to the South line of said Section 32 a distance of 1,000 feet, more or less, to the East property line of the property above described.

LESS AND EXCEPT the following described parcel: a part of the SW 1/4 of the SE 1/4 and the NW 1/4 of the SE 1/4 of Section 32, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: beginning at the Northeast corner of the SW 1/4 of the SE 1/4 of Section 32, Township 20 South, Range 3 West, Shelby County, Alabama, and run thence Northerly along the East line of the NW 1/4 of the SE 1/4 of same said Section 32 a distance of 15.0 feet to a point; thence turn a deflection angle of 88 deg., 18 min., 43 sec. left and run Westerly 15.0 feet North of and parallel with the South line of the NW 1/4 of the SE 1/4 of said Section 32 a distance of 350 feet to a point, thence turn a deflection angle of 91 deg., 41 min., 17 sec. left and run Southerly a distance of 613 feet to a point, thence turn a deflection angle of 88 deg., 18 min., 43 sec. left and run Easterly a distance of 350 feet to a point on the East line of the SW 1/4 of the SE 1/4 of said Section 32, thence turn a deflection angle of 91 deg., 41 min., 17 sec. left and run Northerly along the said East line of the said SW 1/4 of the SE 1/4 a distance of 598 feet to the point of beginning, containing approximately 5.117 acres and subject to any and all easements, agreements, rights of ways, restrictions, and/or limitations of probated record or applicable law.

This parcel contains 123 acres, more or less;

together with the right of unimpaired access to said pipeline 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, structures, engineering works, or other obstructions of any type whatsoever on the above-described right of way strip unless authorized in writing by Grantee. The Grantors agree to leave such pipelines undisturbed as to location and depth and shall not alter the grade of the surface within the right of way easement area unless authorized in writing by Grantee. These shall be covenants 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, trees, fences, buildings, or other structures directly caused by Grantee exercising any rights herein granted; provided, however, after the first pipeline 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, overhanging limbs of trees that

20220520000206740 3/4 \$32.00
Shelby Cnty Judge of Probate, AL
05/20/2022 02:13:48 PM FILED/CERT

extend over the right of way, buildings, structures, engineering works, and obstructions of any kind in the exercise of its rights granted herein.

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.

The rights herein granted are divisible and assignable in whole or in part, provided however, that Grantee shall not have the right to convey an interest in the easement and continue to exercise the same rights as those conveyed without the written consent of Grantor.

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. Where not directly addressed by the terms and conditions contained herein, nothing contained herein shall be interpreted or construed as expanding, limiting, terminating, or revoking any of the rights, privileges, grants, authorities, or the like contained in any prior instruments with respect to, in whole or in part, the above described lands or the parties identified herein.

TO HAVE AND TO HOLD said rights and right of way, easement, estate, and privileges over, in, through, and to the above-described land unto the said Grantee, its successors and assigns, forever, and Grantors do hereby bind themselves and their respective heirs, successors, executors, administrators, and assigns to warrant and forever defend all and singular said rights and easements unto said Grantee, its successors and assigns, and against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to restrictions and easements of record, if any.

IN WITNESS WHEREOF, the Grantors herein have hereunto set their hands and seals this ____ day of May, 2022.

<<< Signature Page(s) Follows >>>
<<< Remainder of this page intentionally left blank >>>



20220520000206740 4/4 \$32.00
Shelby Cnty Judge of Probate, AL
05/20/2022 02:13:48 PM FILED/CERT

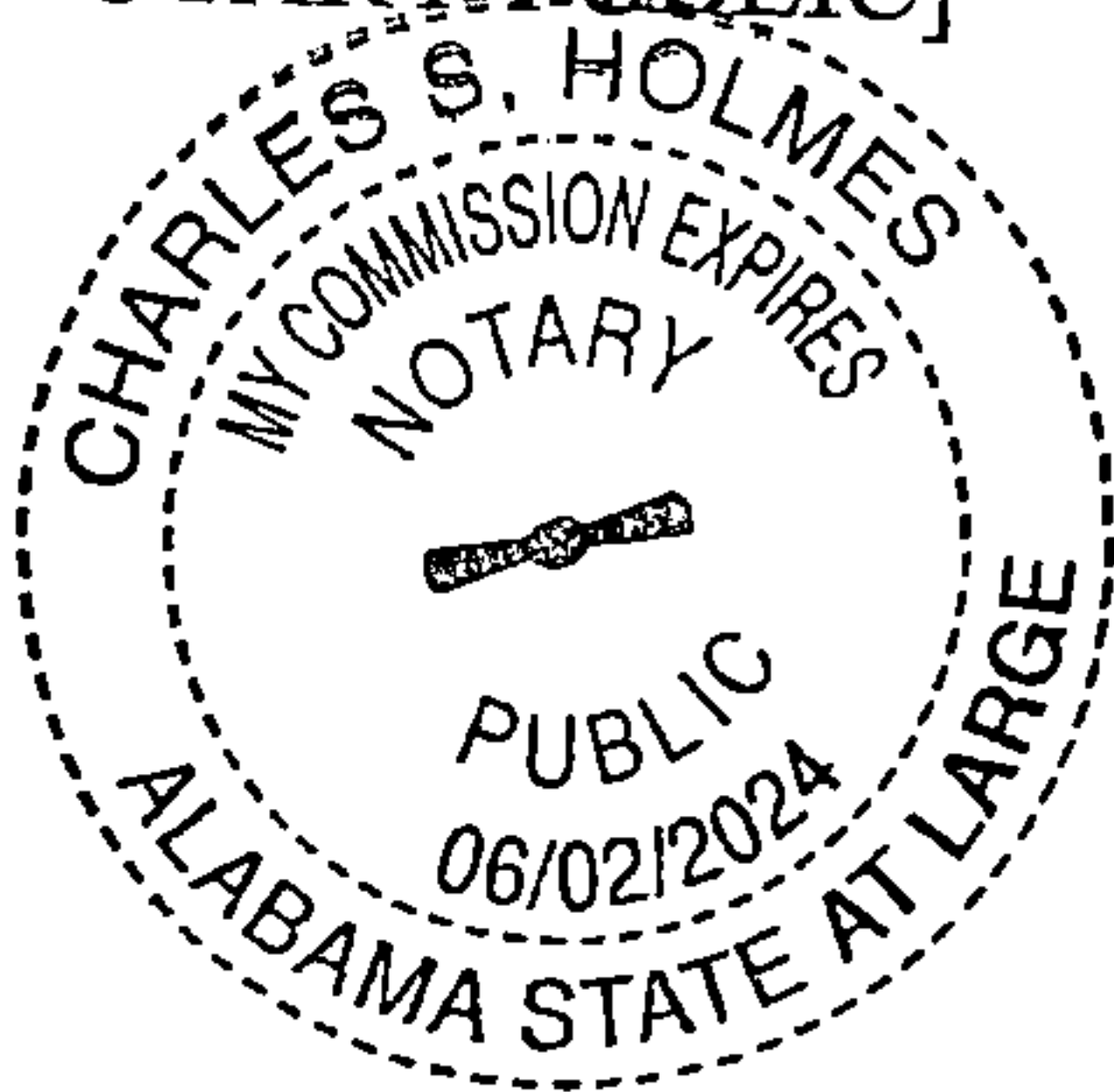
Signed, Sealed, and Delivered

This 19 day of May, 2022 in the presence of:

Witness: Don MacL

Notary Public: [Signature]

[NOTARY PUBLIC]



GRANTOR:

WILLIAM WAYNE BOOTH

By: [Signature]

Print Name: William Wayne Booth

Its: _____

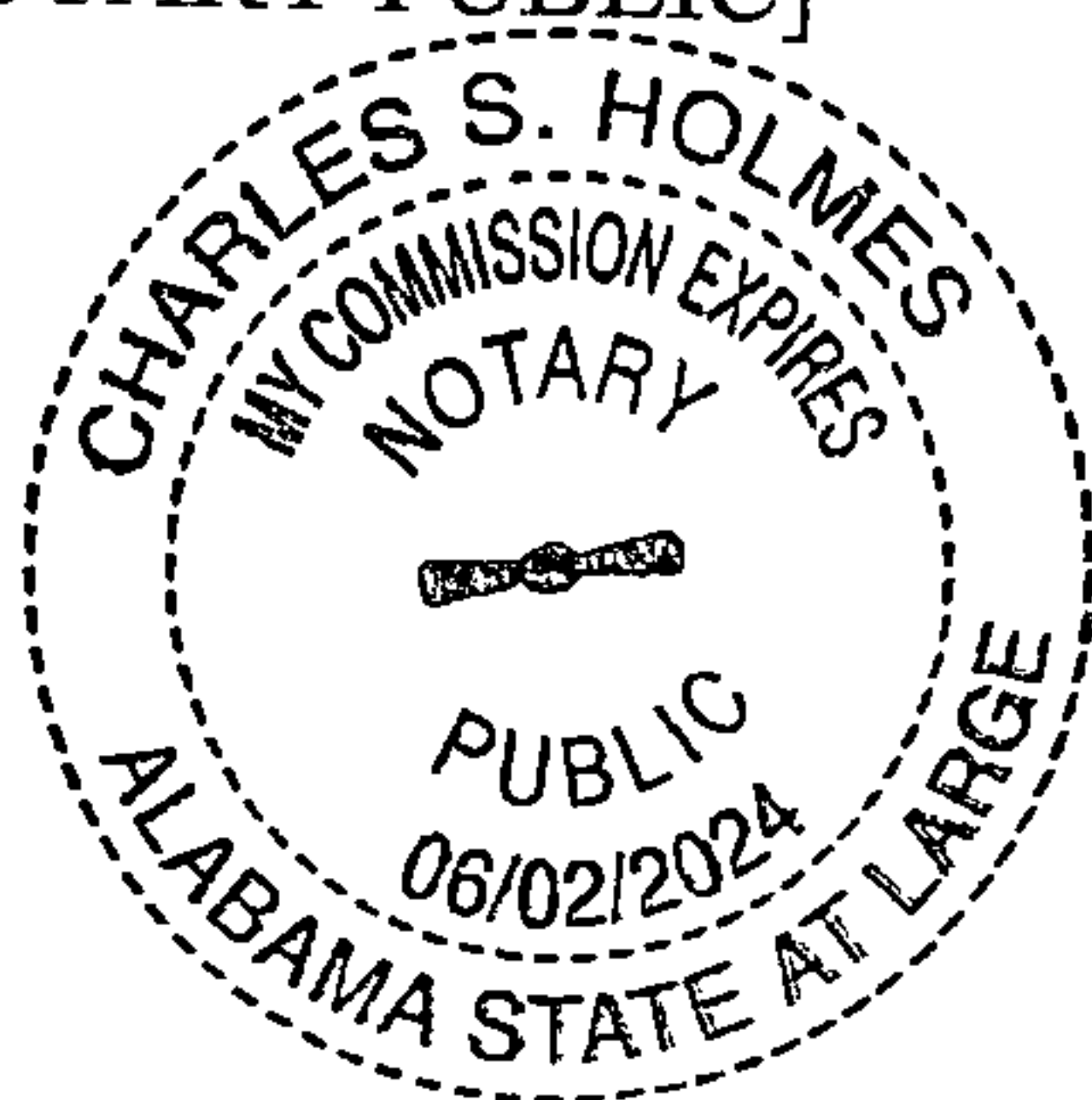
Signed, Sealed, and Delivered

This 19 day of May, 2022 in the presence of:

Witness: Don MacL

Notary Public: [Signature]

[NOTARY PUBLIC]



GRANTOR:

BILLIE ANN BOOTH

By: Billie Ann Booth

Print Name: Billie Ann Booth

Its: _____