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Shelby Cnty Judge of Probate, AL  
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Document Prepared By and Return To:  
Colonial Pipeline Company  
P.O. Box 1624  
Alpharetta, Georgia 30009

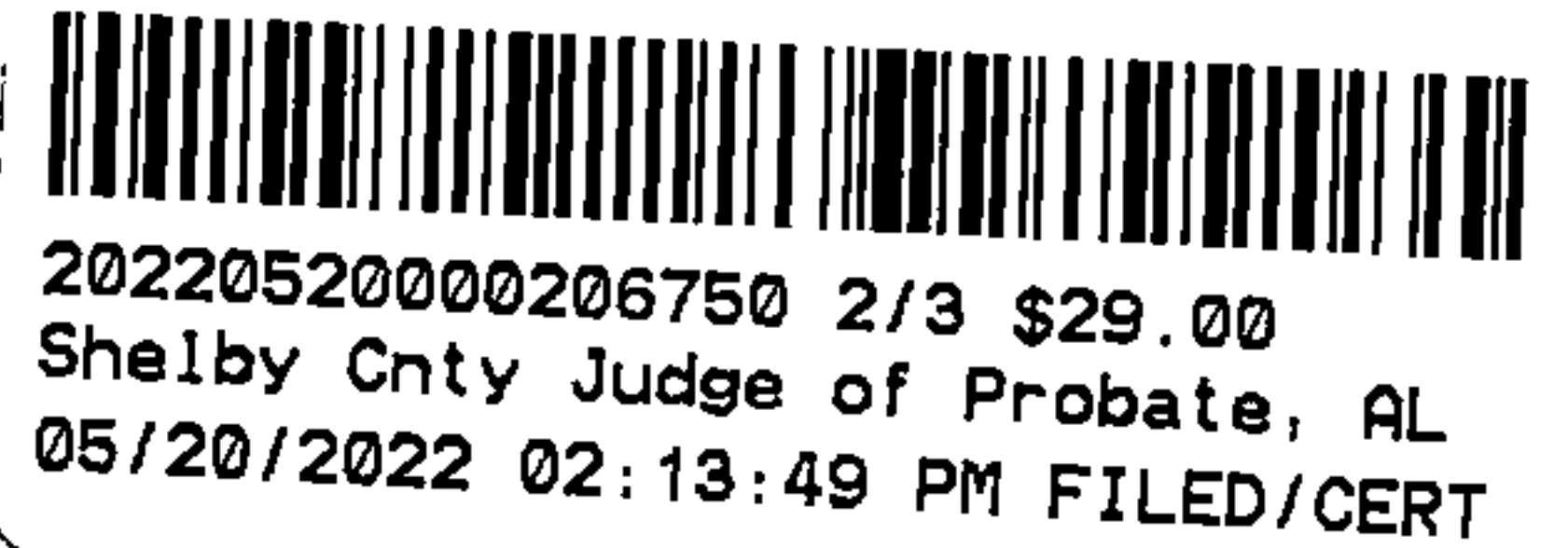
401:235  
SHELBY COUNTY, AL

### 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, **HWY. 91 PROPERTIES, LLC**, 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 of the SW 1/4 of the SW 1/4, the NW 1/4 of the SW 1/4, the SW 1/4 of the NW 1/4, the SE 1/4 of the NW 1/4, the NE 1/4 of the SW 1/4, and the SE 1/4 of the SW 1/4 of Section 32, Township 20 South, Range 3 West, lying West of Shelby County Highway 266, South of Shelby County Highway 91, West of the following described line: commence at the intersection of the centerline of Shelby County Highway 91 and the centerline of 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; said property also South of the following described line; said line being 60 feet South of and parallel to the South line of the property conveyed to J.H. Minshew and Willene Minshew in Deed Book 319, Page 244, in the Probate Court of Shelby County, Alabama. Said line runs from the East line of Highway 91 in a southeasterly direction 900 feet, more or less, to the centerline of Highway 266.





**LESS AND EXCEPT** the following described parcel: also, beginning at a point on West line approximately 648 feet South of NW corner of SW 1/4 of NW 1/4, running North 88 degrees, 54 minutes East a distance of 79 feet; thence South 87 degrees, 28 minutes East a distance of approximately 523 feet; thence South 84 degrees, 50 minutes East a distance of 270 feet; thence South 5 degrees, 10 minutes West a distance of 325 feet; thence North 84 degrees, 50 minutes West a distance of 270 feet; thence North 5 degrees, 10 minutes East a distance of 60 feet; thence North 87 degrees, 28 minutes West a distance of 561 feet; thence North 1 degree, 06 minutes West along West line, a distance of approximately 275 feet to point of beginning;

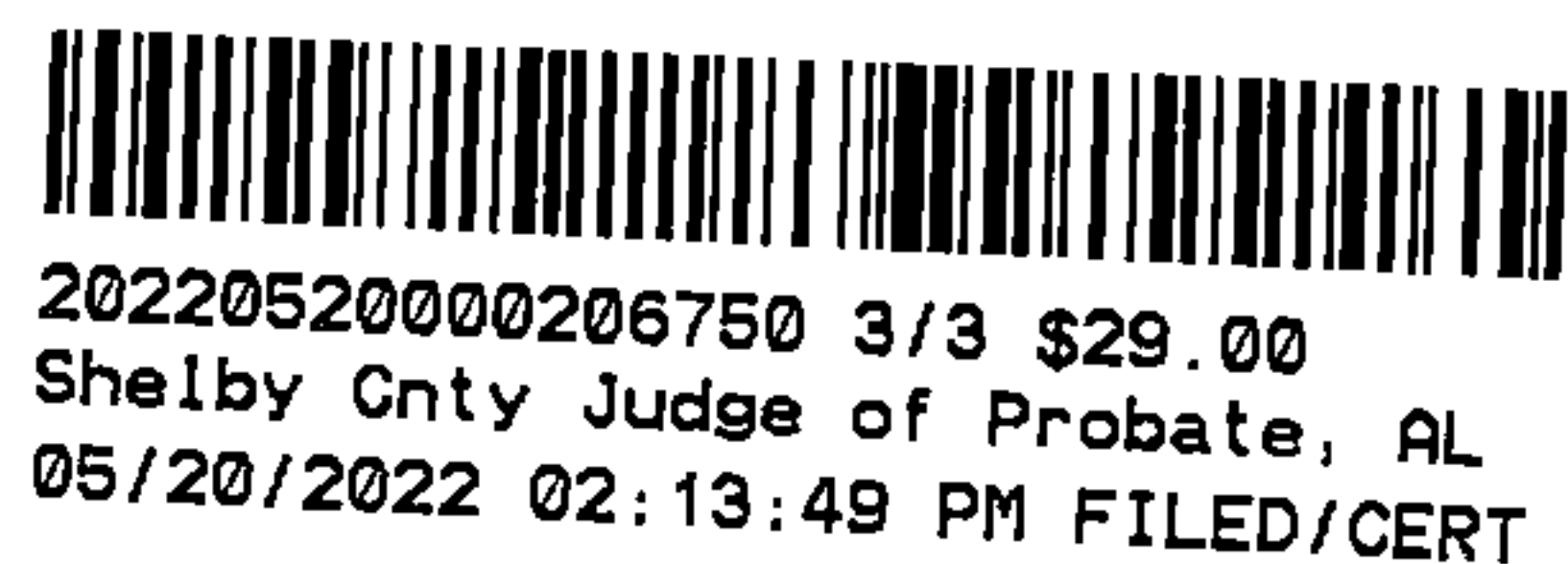
together with the right of unimpaired access to said pipeline and the right of ingress and egress on, over, and through Grantors' above-described land for any and all purposes necessary and incident to the exercise by said Grantee of the rights granted hereunder, with the further right to maintain said 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 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 19 day of May, 2022.

Signed, Sealed, and Delivered

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

Witness: [Signature]

Notary Public: [Signature]

[NOTARY PUBLIC]

**GRANTOR:**

**HWY. 91 PROPERTIES, LLC**

By: [Signature]

Print Name: William Wayne Booth

Its: MEMBER

