

4539

RIGHT OF WAY EASEMENT

FOR AND IN CONSIDERATION OF Seventy Seven & No/100----- DOLLARS,

the receipt of which is hereby acknowledged Howard M. Kappel and Marion S. Kappel his wife

and Edward J. Kappel Jr. a single man above legal age, R.R. #1 Siluria, Ala.
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 pipeline right of way with the right to construct, maintain, inspect, operate, protect, repair, replace, change the size of, and remove a pipeline for the transportation of liquids and/or gases 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:

Southeast Quarter of Northeast Quarter (SE₁ of NE₁) of Section 20,

Township 20 South, Range 2 West, located in the County of Shelby,

State of Alabama.



together with the right of unimpaired access to said pipeline and the right of ingress and egress on, over, and through the above-described land for any and all purposes necessary and incident to the exercise by said Grantee of the rights granted hereunder

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. Grantors agree not to build, create, or construct any obstructions, engineering works, or other structures over said pipe line nor permit the same to be done by others

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

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 water course

As a part of the consideration hereinabove set forth, Grantors hereby grant unto said Grantee, its successors and assigns, the right at any time to construct, operate, and maintain an additional pipeline or pipelines substantially parallel to the first pipeline constructed

by Grantee on Grantors' land, above described and Grantee agrees to pay Grantors the sum of \$ 1.00 per foot for each additional pipeline constructed, said payment to be made before construction commences. Said additional pipeline or pipelines shall be subject to the same rights, privileges, and conditions as set forth in this Right of Way Easement

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 X Bank of X and payment so made shall be deemed and considered as payment to each of said Grantors.

The rights herein granted may be assigned in whole or in part.

The terms, conditions, 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.

IN WITNESS WHEREOF, the Grantors herein have hereunto set their hands and seals this 1st day of June, 19 62

Signed, sealed, and
delivered in the presence of

Wayne McCarty
J. Wayne McCarty
C. F. Smith
C. F. Smith

Howard M. Kappel (Seal)
Marion S. Kappel (Seal)
Edward J. Kappel Jr. (Seal)
Grantors (Seal)

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ACKNOWLEDGMENT

STATE OF ALABAMA }
COUNTY Shelby } SS

I, the undersigned authority, in and for said County, in said State, hereby certify that Howard M. Kappel
Marion S. Kappel his wife whose names are signed to the foregoing instrument
and who being 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 1 day of June, 19 62

My Commission Expires 3/15/63

W.S. Wickman
Notary Public
W.S. Wickman

ACKNOWLEDGMENT

STATE OF ALABAMA }
COUNTY OF Shelby } SS

I, the undersigned authority, in and for said County, in said State, hereby certify that Edward J. Kappel Jr.
a single man of legal age whose name is signed to the foregoing instrument
and who being known to me, acknowledged before me on this day that, being informed of the contents of the instrument,
he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 1 day of June, 19 62

My Commission Expires 3/15/63

W.S. Wickman
Notary Public
W.S. Wickman

WIFE'S SEPARATE ACKNOWLEDGMENT

STATE OF ALABAMA }
COUNTY Shelby } SS

I, the undersigned authority, in and for said County, in said State, hereby certify that on this day came before me the within named
Marion S. Kappel known to me to be the
wife of the within named Howard M. Kappel
who being examined separate and apart from the husband touching her signature to the within instrument, acknowledged that she
signed the same of her own free will and accord, without fear, constraints or threats on the part of the husband.

In witness whereof, I have hereunto set my hand and official seal, on this 1 day of June, 19 62

My Commission Expires 3/15/63

W.S. Wickman
Notary Public
W.S. Wickman

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Series	Line No.	FROM	TO	COLONIAL PIPELINE COMPANY	Line	Length	Reels

1X1
30
1.91

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 6-15-62
RECORDED & 50 MTG. TAX
& 50 DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.
Conrad H. Fowler
JUDGE OF PROBATE