

RIGHT OF WAY EASEMENT

2-402-7
SHELBY CO.
ALABAMA

FOR AND IN CONSIDERATION OF TEN & 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, the undersigned,

EDWARD J. KAPPEL, Jr., and MARION S. KAPPEL, his wife and HOWARD M. KAPPEL, Single, 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 38 feet on the North side and 12 feet on the South side of the center line of the pipeline to be installed hereunder, together with the right to use a strip of land 38 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 SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, (SE/4 of NE/4) OF SECTION 20,
- TOWNSHIP 20 SOUTH, RANGE 2 WEST.

This right of way grant shall supercede and take precedence over those certain right of way easements as recorded in Volume 220, at Page 923, and in Volume 224, at Page 908 of the records of SHELBY COUNTY, STATE OF ALABAMA.

The centerline of the proposed pipeline herein shall be not over 33 feet South and run parallel with the existing Colonial pipeline on the above described property.

THIS RIGHT OF WAY AGREEMENT IS FOR ONE PIPELINE ONLY.

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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 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 the date herein, 1971 Grantee shall pay or tender to Grantors the further sum of \$ 77.00 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.

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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 assignees, so long as said right of way and easements are used for the purposes granted herein.

IN WITNESS WHEREOF, the undersigned Grantors herein have herunto set their hands and seals this 11th day of JUNE, 1971.

Signed, sealed, and delivered in the presence of:

C. Ward Cashion

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

ACKNOWLEDGMENT

STATE OF ALABAMA
COUNTY OF JEFFERSON } SS

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I, the undersigned authority, in and for said County, in said State, hereby certify that

EDWARD J. KAPPEL, Jr., and MARION S. KAPPEL, his wife, and HOWARD M. KAPPEL, Single
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 11th day of June, 1971.

MY COMMISSION EXPIRES: My Commission Expires September 14, 1973

Notary Public

Line No. _____
FROM
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TO
COLONIAL PIPELINE COMPANY
Line _____
Length _____
Rods _____

Colonial Pipeline
4321 Bessemer Sugar Hwy
Bessemer, Alabama

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1971 JUL 30 PM 1:43
REC. BK. & PAGE AS SHOWN ABOVE
U.C.C. FILE NUMBER OR
CORRESPONDING
JUDGE OF PROBATE