

After Recording
Return to:
Gary L. Glancz, Esq.
P.O. Box 18855
Atlanta, GA 31126-0855

SITE:
LOC. 402
STATE *Alabama*
COUNTY *Shelby*

Inst # 2002-02691

01/15/2002-02691
02:41 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
17.50
003 MEL

CATHODIC PROTECTION FACILITY EASEMENT

FOR AND IN CONSIDERATION OF *Three hundred* DOLLARS
(*\$ 300.⁰⁰*), the receipt and adequacy of which is hereby acknowledged
Kent Upton, hereinafter referred to as Grantors (whether one
or more), do hereby grant, bargain, sell, convey and warrant unto **COLONIAL PIPELINE
COMPANY**, a Delaware corporation, its successors and assigns, hereinafter referred to as Grantee,
an indefeasible easement to construct, install, maintain, inspect, identify, operate, protect, repair,
replace, restore, enlarge, expand, change or remove cathodic protection facilities consisting of by-
passes, cross-overs, poles, power lines, cables, meters, anodes, ground beds, fittings and other
apparatus and equipment necessary for the control of electrolytic action of Grantee's pipelines 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:

Being all or a portion of that tract or parcel of land, and described in that certain deed from
to
dated *3-3-1999*, and recorded in Deed Book *1999*, page *29172*, in the Office
of the Deed Registry of said State and County.

Grantee shall have the full right of ingress and egress to and from said lands, 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 facilities 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.

Delay of Grantee in the use or exercise of any right or easement hereby granted, or in installing said facilities shall not result in the loss, limitation or abandonment of any of the rights, title, interest, easement or estate hereby granted.

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, 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 June 6, 2006.

SIGNED, SEALED & DELIVERED
IN THE PRESENCE OF:

GRANTORS:

Ray E. Thayer
Stu B. Clark

[Signature] (SEAL)
Kent Upton

_____ (SEAL)

Individual Acknowledgement

State of Alabama

County of Shelby

Personally appeared before me the undersigned witness, who, being duly sworn, deposed and said that he/she saw the Grantor (and each Grantor if more than one) and, as his/her act and deed, deliver the foregoing Agreement and that he/she, with the other witness signing above, witnessed the execution thereof.

Steven B. Clark

Witness

Sworn to and subscribed before me this 15th day of January, 2002

Terri L. Smith (L.S.)

Notary Public for Talladega County

My Commission expires 02-23-04

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05/31/02
SHELBY COUNTY CLERK OF THE COURT
003 MEL 17.50 09:30 [TX/RX NO 6415]