

Upon recording return to:

Office of General Counsel
Colonial Pipeline Company
1185 Sanctuary Parkway, Suite 100
Alpharetta, Georgia 30009-4765

EASEMENT AGREEMENT

This Easement Agreement (hereinafter referred to as the "Easement Agreement") is made this 19th day of February, 2021 by and between Valley Creek Land & Timber, LLC, a Mississippi limited liability company, (hereinafter referred to as "Grantor"), and Colonial Pipeline Company, a Delaware and Virginia corporation, doing business in the State of Georgia (hereinafter referred to as "Grantee") (Grantee and Grantor are sometimes hereinafter referred to collectively as the "Parties" or individually as a "Party").



20210303000106940 2/13 \$59.00
Shelby Cnty Judge of Probate, AL
03/03/2021 03:03:15 PM FILED/CERT

WITNESSETH: That,

A. WHEREAS, Grantor is the owner of certain real property in Shelby County, Alabama;

B. WHEREAS, Grantee owns and operates refined petroleum products pipelines on Grantor's property (the "Pipeline"); and

C. WHEREAS, prior to the date of this Easement Agreement, a petroleum product release occurred from the Pipeline on or about September 9, 2016 (the "Release"); and

D. WHEREAS, the Release occurred from the Pipeline on a portion of Grantor's property; and

E. WHEREAS, the information obtained to date through Grantee's assessment work indicates that the Release is or may be contained over, upon, across, through, and under approximately 71 acres of Grantor's property as more particularly described in the attached **Exhibit 1** (hereinafter the "Property"); including the groundwater; and

F. WHEREAS, Grantor has agreed to grant to Grantee an easement to continue conducting and completing Grantee's investigation and remedial work on the Property; and

G. WHEREAS, Grantor has further agreed to grant Grantee certain access rights, privileges, and easements on the Property for the purpose of assessment and response activities in coordination with the Alabama Department of Environmental Management ("ADEM"); and

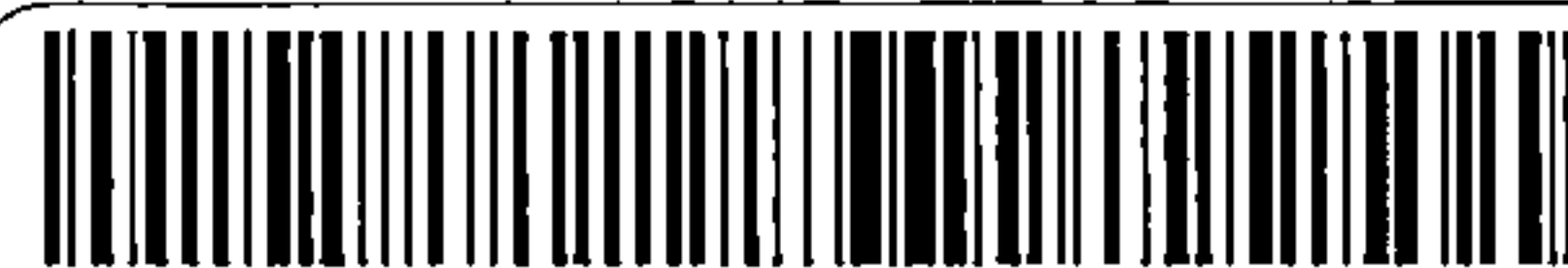
H. WHEREAS, Grantor and Grantee acknowledge that Grantee is working with and at the direction of ADEM to assess and respond to the presence of petroleum on the Property related to the Release; and

I. WHEREAS, Grantor has agreed to grant the afore-described easement to Grantee and the Parties hereto have entered into this Easement Agreement for the purpose of memorializing the granting of such easement; and

NOW, THEREFORE, for and in consideration of the sum of \$10.00 (Ten dollars and no cents) in hand paid by Grantee to Grantor, and other good and valuable consideration in hand paid by Grantee to Grantor, the receipt and sufficiency of which being hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Grant of Easement.

Grantor hereby declares, establishes, creates, and grants to Grantee a non-exclusive easement over the Property for (a) the presence, assessment, removal, or monitoring of any petroleum related to the Release; and (b) Grantor hereby declares, establishes, creates and grants to Grantee a non-exclusive access and use easement (hereinafter referred to as the "Access and Use Easement") to allow for vehicular, equipment, and pedestrian access, ingress, and egress on, over, across, through and under the Property described in Exhibit 1, as well as ingress and egress to the Property, for the purpose of conducting soil and groundwater assessment, response, and removal activities related to the Release in coordination with ADEM, including, but not limited to: soil sampling, installing, maintaining, and sampling groundwater monitoring wells, collecting



20210303000106940 4/13 \$59.00
Shelby Cnty Judge of Probate, AL
03/03/2021 03:03:15 PM FILED/CERT

surface water and sediment samples, and other environmental assessment activities related to the Release as deemed necessary by Grantee and/or directed or required by ADEM (hereinafter referred to as "Activities").

2. Conditions.

The Access and Use Easement granted in Paragraph 1(b) above is hereby subject to the following terms and conditions:

- 2.1. Except for the easement hereby granted in Paragraph 1 above, Grantor hereby reserves unto itself all rights of ownership to the Property not inconsistent herewith.
- 2.2. Grantee agrees to comply with the applicable standards of the Alabama Water Well Standards provisions, Ala. Code § 22-24-1 et seq., as may be amended from time to time, in the development and closure of any wells on the Property.
- 2.3. Grantee shall have the right to bring onto the Property any and all equipment, machinery, and personnel as may be reasonable or necessary to conduct the Activities.
- 2.4. Grantor agrees to avoid interference or disruption with Grantee's performance of the Activities on the Property.
- 2.5. Grantee agrees to provide to Grantor and/or his specified agent(s) copies of all final, validated sampling data and reports and other documents submitted to ADEM that relate to the Activities.
- 2.6. Upon the completion of the Activities, Grantee shall restore the surface area of the Property depicted in Exhibit 1 to substantially



20210303000106940 5/13 \$59.00
Shelby Cnty Judge of Probate, AL
03/03/2021 03:03:15 PM FILED/CERT

the same condition as it existed prior to Grantee's Activities thereon, to the extent possible, including the proper closure of wells no longer in use and re-seeding of grass.

3. Restriction of Use and Installation of Wells

Grantor agrees not to use or install any wells of any kind (groundwater, drinking water, or the like) on the Property until such time as this Easement Agreement is terminated and ADEM has issued a No Further Action letter to Grantee ("NFA Letter"). Grantor agrees that this restriction on the use and installation of wells on the Property survives the termination of this Easement Agreement in the event this Easement Agreement terminates before ADEM issues a NFA Letter, in which case, Grantor and Grantee shall enter into a separate agreement prohibiting installation or use of wells on the Property until such time as ADEM issues the NFA Letter.

4. Notice.

Any written notices given or required to be given hereunder shall be made by hand delivery, by overnight courier, or by certified mail, return receipt requested, postage prepaid. Written notices shall be deemed given on the date received regardless of the method any such notice is sent. All written notices shall be sent to the following addresses, or such addresses as the party may direct by written notice.

If to Grantor:

Valley Creek Land & Timber, LLC
Aaron Samuels
1300 Meadowbrook Road, Suite 202
Jackson, Mississippi 39211

With a copy to:

Jerry Abdalla
Abdalla Law, PLLC
602 Steed Road, Suite 200
Ridgeland, MS 39157

If to Grantee:

Office of General Counsel
Colonial Pipeline Company
1185 Sanctuary Parkway, Suite 100
Alpharetta, Georgia 30009-4765

With a copy to:

Meaghan G. Boyd, Esq.
Alston & Bird LLP
One Atlantic Center
1201 West Peachtree Street
Atlanta, Georgia 30309

5. Duration of Easement.

The Easement granted herein shall expire upon the issuance of a NFA Letter from ADEM, or by no later than December 31, 2028, whichever occurs first. Grantee shall have up to six (6) months following the issuance of ADEM's NFA Letter to abandon any then-existing groundwater monitoring wells in accordance with applicable Alabama regulations, even if the NFA Letter is issued after December 31, 2028. In the event this Easement Agreement terminates before ADEM issues a NFA Letter, Grantor agrees that the existence and presence of then-existing groundwater monitoring wells shall not be deemed a trespass or a nuisance, and further that Grantor and Grantee shall enter into a separate agreement allowing for access, monitoring, and abandonment of said wells for a specific period of time.



20210303000106940 7/13 \$59.00
Shelby Cnty Judge of Probate, AL
03/03/2021 03:03:15 PM FILED/CERT

6. Effective Date.

This Easement Agreement shall be effective upon the execution of this Easement Agreement.

7. Governing Law.

This Easement Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

8. Binding Effect.

Upon recordation, the terms and conditions of this Easement Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their respective legal representatives, heirs, successors, grantees and assigns, and shall be deemed to benefit and burden and run with the title of Grantor's Property.

9. Termination of Easement.

Notwithstanding anything herein to the contrary including, but not limited to the nature of the easement herein granted, Grantee may elect at any time to release its rights under the Easement Agreement by conveyance of a quitclaim deed to the Grantor.

10. Action for Breach.

In the event that either Grantor or Grantee alleges that the other has committed a material breach of any of the terms or provisions of this Easement Agreement, each Party shall have the right to maintain an action for appropriate legal and/or equitable relief in a court of competent jurisdiction. Should either Grantor or Grantee bring an action relating to the Easement Agreement, the



20210303000106940 8/13 \$59.00
Shelby Cnty Judge of Probate, AL
03/03/2021 03:03:15 PM FILED/CERT

prevailing Party in any such action shall be entitled to recover its reasonable attorneys' fees for that action from the other Party.

11. Amendment.

11.1 The provisions of this Easement Agreement may be abrogated, modified, rescinded, or amended in whole or in part only with the consent of all the Parties to this Easement Agreement in a written instrument duly recorded in the office of Clerk of the Superior Court of Shelby County, Alabama.

11.2 In the event that Grantee requires access to additional property outside of the boundaries of the Exhibit 1 property to conduct and complete investigation and remedial work, Grantor and Grantee agree to allow Grantee to revise this Easement Agreement to allow access to required property outside of the Exhibit 1 property, not to exceed 1/2 mile from the outer boundary of Remedial Area A, as shown in the polygon in the attached **Exhibit 2**, without additional payment to Grantor.

12. Savings.

If any term, covenant, or condition of this Easement Agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Easement Agreement, or the application of such term, covenant, or condition to persons, entities, or circumstances other than those which render the same invalid or unenforceable shall not be affected thereby, and each term, covenant, or condition of this

Easement Agreement shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the said Grantor and Grantee have caused this Easement Agreement to be duly executed under seal and delivered by their duly authorized representatives on the day and year first above written.

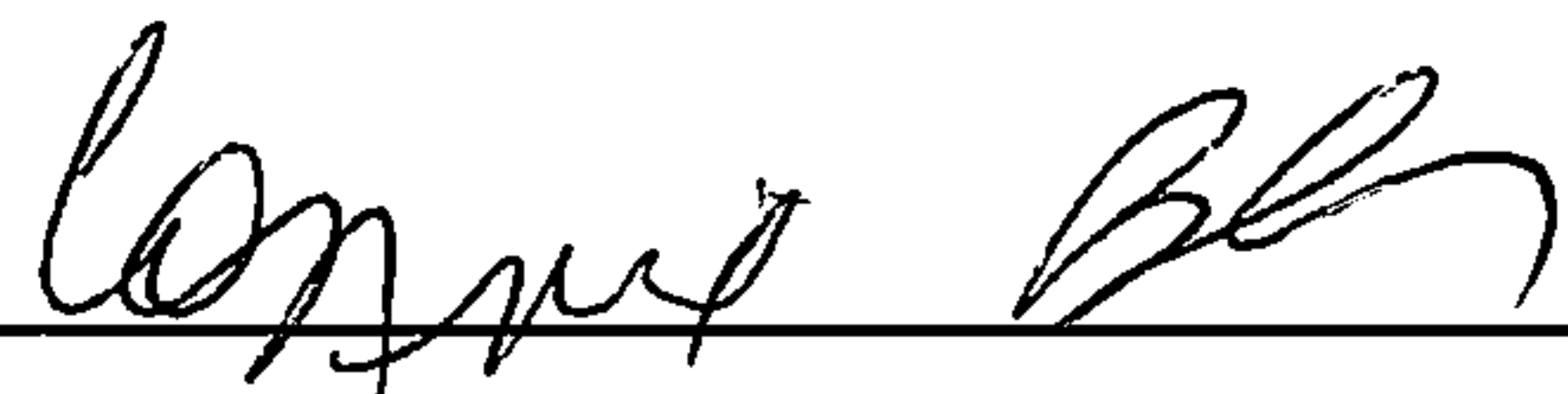
GRANTOR:

VALLEY CREEK LAND & TIMBER, LLC

Signed, sealed and
delivered in the presence of:



Witness



Notary Public

May 18, 2021

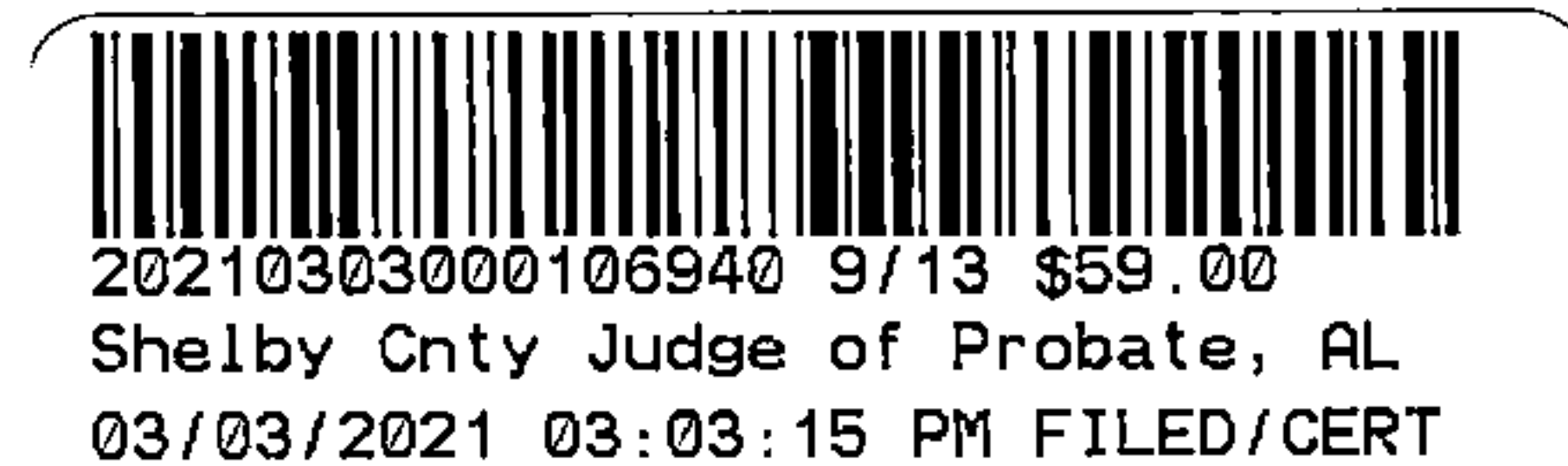
[NOTARY SEAL]

By: 

Name: Thomas A. Stansell

Title: Owner

[CORPORATE SEAL]



GRANTEE:

COLONIAL PIPELINE COMPANY

Signed, sealed and
delivered in the presence of:

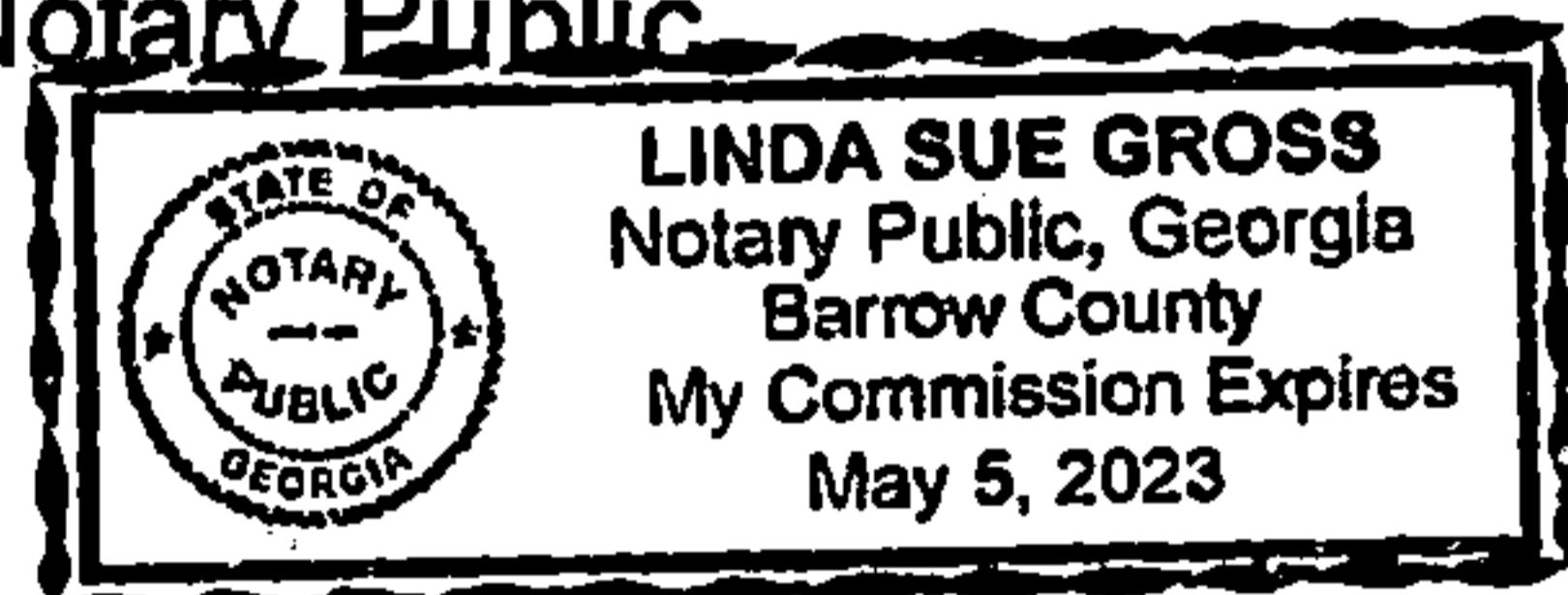
[Signature]
Witness

By: [Signature]
Name: Wesley R. Dunbar
Title: V.A. - Operations

[CORPORATE SEAL]

[Signature]

Notary Public



[NOTARY SEAL]

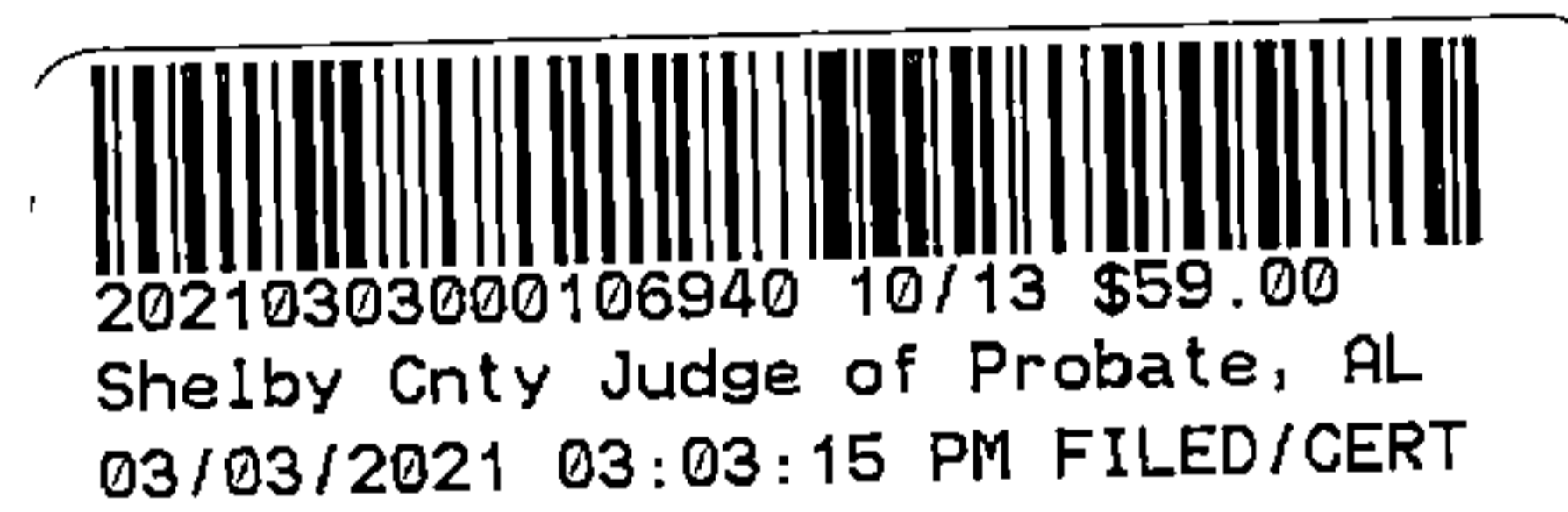


EXHIBIT 1

GRANTOR'S PROPERTY
In Shelby County, Alabama:

Section 35 T20S R4W
That part of SE ¼ of SW ¼ all south of Cahaba River

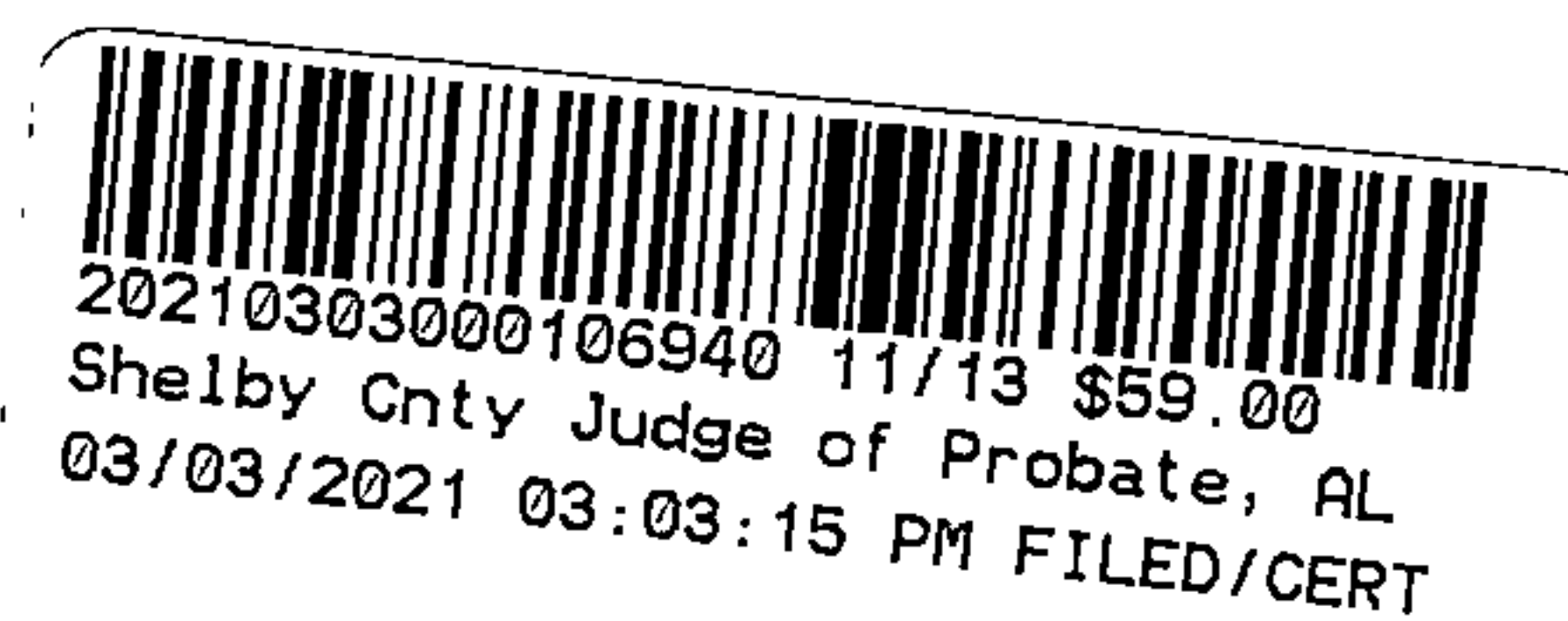
Section 1 T21S R4W
NW ¼ of NW ¼
SW ¼ of NW ¼
NE ¼ of SW ¼
NW ¼ of SW ¼
SW ¼ of SW ¼

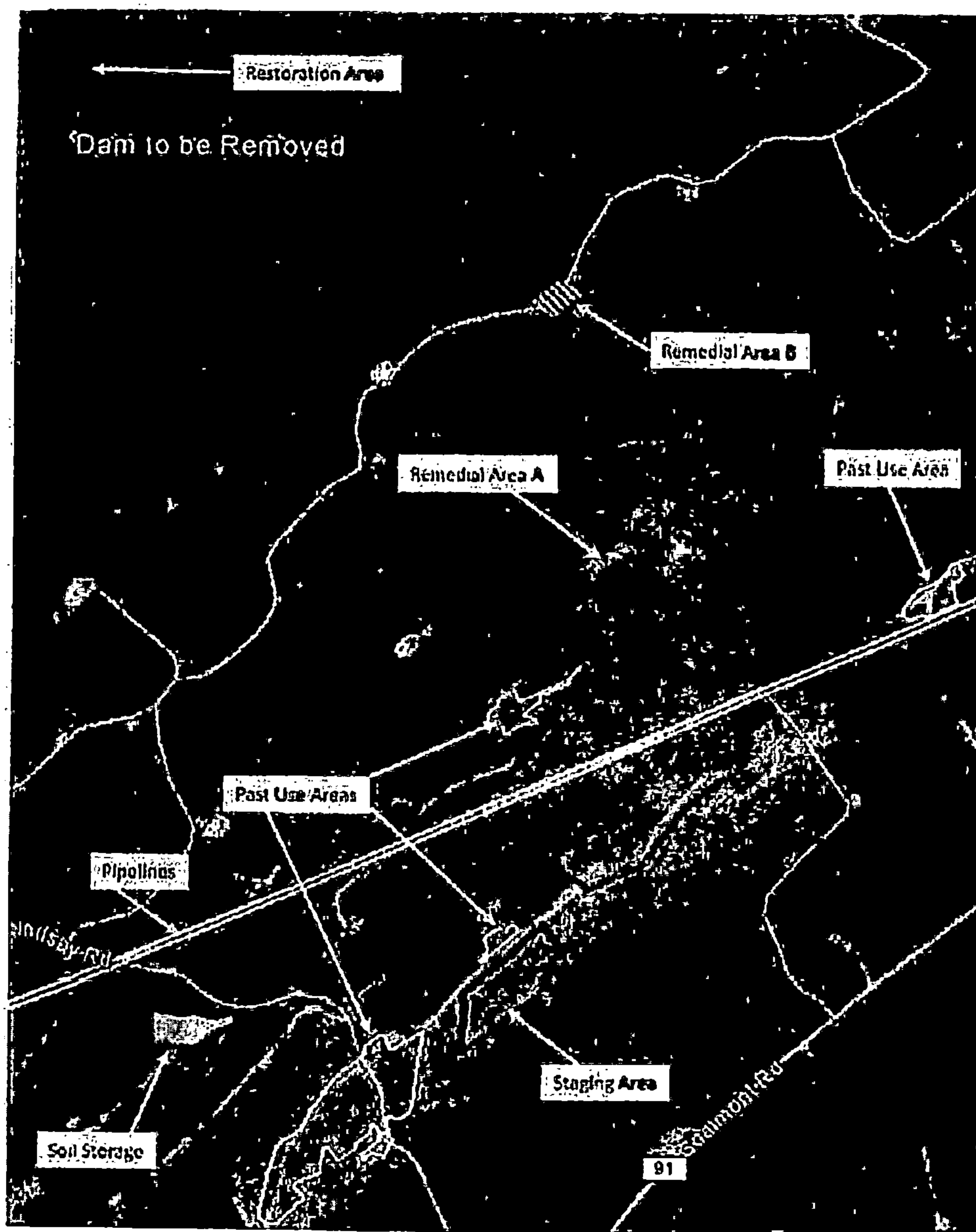
Section 2 T21S R4W
NE ¼ of NE ¼
SE ¼ of NE ¼
That part of NE ¼ of NW ¼ lying south and east of the Cahaba River
NE ¼ of SE ¼
SE ¼ of SE ¼

Section 11 T21S R4W
NE ¼ of NE ¼
NW ¼ of NE ¼
SW ¼ of NE ¼

Section 12 T21S R4W
NW ¼ of NW ¼,

as pictured on the following page:





20210303000106940 12/13 \$59.00
 Shelby Cnty Judge of Probate, AL
 03/03/2021 03:03:15 PM FILED/CERT

EXHIBIT 2

POTENTIAL ADDITIONAL PROPERTY
(outlined in blue)

