

PPL 459

EASEMENT GRANT AND AMENDMENT

STATE OF ALABAMA
COUNTY OF SHELBY

APB-4400

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of ONE
Hundred Ninety Eight and 7/10 DOLLARS (\$198.70) to the undersigned owner(s), (GRANTOR)
paid by Plantation Pipe Line Company (GRANTEE) the receipt and sufficiency of which is
hereby acknowledged, Grantor hereby grant(s), bargain(s), sell(s), convey(s) and warrant(s)
to Grantee, its successors and assigns forever, a right of way and easement for the purpose
of constructing, maintaining, operating, altering, protecting, repairing, removing, chang-
ing the size of, and replacing pipe and appurtenances, including valves and rectifiers, for
the transportation of oil, crude petroleum and refined petroleum products, or combinations
thereof, or similar thereto, natural and artificial gas, casinghead, and natural gasoline
and any other liquids, gases or solids, under, upon, over and through the land situate in
said State and County, more particularly described as follows:

That part of Northwest Quarter of Southwest Quarter which lies North of the
North right of way line of the Atlantic Coast Line Railroad, Section 28,
Township 19 South, Range 1 East, Shelby County, Alabama, and that part of
the Northeast Quarter of Southwest Quarter, Section 28, Township 19 South,
Range 1 East, Shelby County, owned by the grantor that lies north of the
Atlantic Coast Line Railroad

And also any other lands owned or claimed by said Grantor adjacent to the lands particularly
described above, together with the right of ingress and egress and unimpaired access over
and across the above described lands and adjacent lands of the Grantor for all purposes
incident to said right of way and easement and the right of division or assignment in
whole or in part of all rights herein granted.

This instrument supplements and amends original easement and right of way grant (or grants)
in which Grantee was the grantee pertaining to the above described property and which is
recorded in the Office of the Judge of Probate of said County in Alabama, Book 112,
at page 254 & 365.

Such grant (or grants) is hereby amended so that the second paragraph thereof shall read
as follows: And also the right to lay, construct, maintain, operate, alter, protect,
repair, remove and replace at any time additional line(s) of pipe generally parallel with
the line above mentioned, with payment for each additional line to be the consideration
above named. It is agreed that all of said pipelines shall be located within a strip of
land fifty feet in width. The center line of the thirty foot strip covered by the orig-
inal grant (or grants) is the Grantee's 12/10-inch pipeline and the twenty foot additional
strip covered by this instrument lies contiguous to said thirty foot strip on the side
thereof on which the first additional pipeline shall hereafter be installed by Grantee.

It is the intention of the Grantor to, and Grantor does, give, grant, bargain, sell, con-
vey and warrant to Grantee the easements, rights and privileges aforesaid under, upon,
over and through an additional strip of land twenty feet in width contiguous to the orig-
inal thirty foot strip so that the thirty foot strip provided for in the original grant
(or grants) shall hereafter be one fifty foot strip. The consideration stated herein
shall also compensate for the construction of an additional pipeline on said fifty foot
strip. The parties agree and confirm that Grantee may use such area contiguous to the
aforesaid fifty foot strip as may be reasonably necessary in the exercise of its ease-
ment rights.

In addition to the above consideration, Grantee agrees to repair or to pay for any actual
damage which may be done to crops, fences, and timber directly caused by Grantee exercis-
ing any rights herein granted; provided, however, after the first pipeline has been
installed following the execution of this instrument, Grantee shall have the right, with-
out payment of damages, to keep the said fifty foot right of way clear of trees, under-
growth, lakes, ponds, buildings, structures and other improvements.

Delay of Grantee in locating or determining the additional right of way herein conveyed,
or in the user of any other right or easement hereby granted, or in the laying or in-
stalling any line or additional lines in or along said rights of way, shall not result in
the loss, limitation, or abandonment of any of the right, title, interest, easement or
estate hereby granted. All of the grants, rights, privileges, easements, terms and con-
ditions of the Grantee's original easement grant(s) hereinabove described or referred to
are hereby ratified and confirmed with respect to the lands hereinabove described and the
said fifty foot strip except as the same are specifically amended and supplemented hereby.

The terms and provisions hereof shall inure to and be binding upon the parties hereto,
their respective heirs, successors or assigns.

IN WITNESS WHEREOF, this instrument is, executed, signed and sealed by the undersigned
this 19 day of March, 1968.

WITNESSES:

Wayne Schuyler

James Arnold (SEAL)
Mary Oleta Heron (SEAL)
(SEAL)

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STATE OF ALABAMA

County

Office of the Judge of Probate

I hereby certify that the within instru-
ment was filed in this office for record
on the _____ day of _____, 19____
at _____ o'clock _____ M., and was duly
recorded in Volume _____ of Deeds at
page _____, and examined.

Judge of Probate.

STATE OF ALABAMA)
)
 _____ COUNTY)

(Corporate Acknowledgment)

I, the undersigned authority, in and for said County, in said State,
hereby certify that _____, whose name as President
of the _____
a corporation, is signed to the foregoing conveyance, and who is known to
me, acknowledged before me on this day that, being informed of the con-
tents of the conveyance, he, as such officer, and with full authority,
executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this _____ day of _____, 19____.

Notary Public

(SEAL)

STATE OF ALABAMA)
)
 Shelby COUNTY)

(Individual Acknowledgment)

I, the undersigned authority, in and for said County, in said State,
hereby certify that MARY EDELLA HONER whose name is/are signed to the
foregoing conveyance, and who is/are known to me, acknowledged before me on
this day that, being informed of the contents of the conveyance, he executed
the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 19 day of March, 1968

Notary Public

(SEAL)

Rey L. Gauthier
My Commission Expires 9/21/69

STATE OF ALABAMA)
)
 _____ COUNTY)

(Subscribing Witness)

I, the undersigned authority, in and for said County, in said State, here-
by certify that _____, a subscribing witness to the foregoing con-
veyance, known to me, appeared before me on this day, and being sworn, stated that
_____, the grantor voluntarily executed the same in his presence,
and in the presence of the other subscribing witness, on the day the same bears
date; that he attested the same in the presence of the grantor, and of the other
witness, and that such other witness subscribed his name as a witness in his
presence.

Given under my hand and official seal, this _____ day of _____, 19____.

Notary Public

(SEAL)

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