

PPL 459

EASEMENT GRANT AND AMENDMENT

STATE OF ALABAMA  
COUNTY OF SHELBY

AFE-4400

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of 7.75 Five AND NO/10 DOLLARS (\$ 75.00) 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, changing 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:

Southeast Quarter of Southwest Quarter, Section 22, Township 19 South, Range 1 East, Shelby County, Alabama

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 361 & 366.

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 original 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, convey 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 original 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 easement 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 exercising any rights herein granted; provided, however, after the first pipeline has been installed following the execution of this instrument, Grantee shall have the right, without payment of damages, to keep the said fifty foot right of way clear of trees, undergrowth, 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 installing 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 conditions 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 18 day of MARCH, 1968.

WITNESSES:

Wayne Schugge  
Judy Schugge

Albert A. Scarborough Jr.  
J. H. Carroll (SEAL)  
Gilbert M. Carr (SEAL)

Albert A. Scarborough Jr. (SEAL) individually  
and as agent and attorney in fact for  
Lucy Scarborough, Trust

BOOK 254 PAGE 644



Platton Eye Ave  
429 S. Quintal  
Clemson

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 )  
SHELBY COUNTY)

I, Judith L. Belitz, a Notary Public, hereby certify  
that Wayne Scruggs, a subscribing witness to the  
foregoing conveyance, known to me, appeared before me on this day, and  
being sworn, stated that Albert A. Scarbrough individually and as agent  
and attorney in fact for Lucy Scarbrough Turner  
the grantor(s) 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(s),  
and of the other witness, and that such other witness subscribed his  
(her) name as witness in his presence.

GIVEN UNDER MY HAND, this 8th, day of April, 1968.

Judith L. Belitz  
NOTARY PUBLIC

(SEAL)

Wayne COUNTY)

I, the undersigned authority, in and for said County, in said State,  
hereby certify that G. D. and Allen G. Carroll 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 18 day of March, 1968.

(SEAL)

Ray L. Carroll  
Notary Public  
my commission expires 9/29/69

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)

STATE OF ALA., SHELBY CO.,  
I CERTIFY THIS INSTRUMENT  
WAS FILED ON 8-25-68  
8-26 1968.

RECORDED & \$ \_\_\_\_\_ MTG. TAX

\$ .50 DEED TAX HAS BEEN  
PD. ON THIS INSTRUMENT.

Conrad M. Fowler  
JUDGE OF PROBATE

BOOK 254 PAGE 615