

PPL 459

EASEMENT GRANT AND AMENDMENT  
COUNTERPART

STATE OF ALABAMA  
COUNTY OF SHELBY

AFE-4400

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of thirty and no/100 DOLLARS (\$30.00) 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:

Begin at the Southeast corner of the Southwest Quarter of Northeast Quarter and run North along the East boundary line of said quarter-quarter section a distance of 260.75 feet; thence 82 degrees 18 minutes left a distance of 694.37 feet; thence 97 degrees 46 minutes left a distance of 344.45 feet; thence 88 degrees 57 minutes left a distance of 695.20 feet to the point of beginning, in Section 3, Township 19 South, Range 2 East, Shelby County

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 315.

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 July, 1968.

WITNESSES:

Wayne Schlegel

(SEAL)

James E. Frazier

Gloria Jean Kelley Peterson

(SEAL)

Rosa Kelley Hise

(SEAL)

(SEAL)



W. A. Schenck  
James D. Taylor  
B. A. Kelley  
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Ludwig Elze Kelly Cunningham (SEAL)  
Charles Cunningham (SEAL)  
Emmett H. Kelley (SEAL)  
William H. Kelley (SEAL)  
John Kelley (SEAL)  
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STATE OF ALABAMA  
Office of the Judge of Probate  
County  
I hereby certify that the within instrument was filed in this office for record on the \_\_\_\_\_ day of \_\_\_\_\_, 1968, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and was recorded in Volume \_\_\_\_\_ of Deeds page \_\_\_\_\_, and examined.

Judge of Probate

STATE OF ALABAMA )  
Calhoun COUNTY)

I, Sandra Golden, a Notary Public, hereby certify that James D. Douglas, a subscribing witness to the foregoing conveyance, known to me, appeared before me on this day, and being sworn, stated that Emmett H. Kelley, Wilmer Kelley, Ilean Kelley

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 8 day of Nov, 1968.

Sandra Golden  
NOTARY PUBLIC

MY COMMISSION EXPIRES OCT. 7th 1970

(SEAL)

NOTARY PUBLIC

(SEAL)

STATE OF ALABAMA )  
COUNTY)

(Individual Acknowledgment)

I, the undersigned authority, in and for said County, in said State, hereby certify that \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_.

(SEAL)

Notary Public

U.C.C. FILE NUMBER OR  
REC. BK. & PAGE AS SHOWN ABOVE

STATE OF ALA. SHELLEY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
Lead Page-50  
1968 NOV 11 PM 4:27

STATE OF ALABAMA )  
Calhoun COUNTY)

I, Sandra Golden, a Notary Public, hereby certify that James D. Douglas, a subscribing witness to the foregoing conveyance, known to me, appeared before me on this day, and being sworn, stated that Gloria Jean Kelley Peterson, Rosa Kelley Hill, Ludie Eliza Kelley Cunningham, Charles Cunningham 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 Nov 8 day of \_\_\_\_\_, 1968.

Sandra Golden  
NOTARY PUBLIC  
MY COMMISSION EXPIRES OCT. 7th 1970

(SEAL)

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