

EASEMENT AMENDMENT
AND
PARTIAL RELEASE AND QUITCLAIM

STATE OF ALABAMA
COUNTY OF SHELBY

W I T N E S S E T H:

WHEREAS, Thomas M. Black, Sr., an individual of Shelby County, Alabama (Owner), is the present owner of the following described property (Property) in Shelby County, Alabama:

PARCEL 1

From the northwest corner of Section 14, Township 21 south, Range 3 west run south along the west boundary line of the said Section 14 a distance of 660 feet to an iron pipe which is the point of the beginning of lot herein described. Thence continue south along the west boundary line of said Section 14, a distance of 279.8 feet to the northeast corner of lot herein more particularly described. Thence continue to run south along the west boundary of said Section 14, which is the northeast corner of J. R. Blankenship lot, 200 feet; thence turn left and run east along the north line of the said J. R. Blankenship lot a distance of 376.4 feet more or less; thence turn left 118° and 41 minutes and run northward a distance of 200 feet; thence turn left and run westward a distance of 376.4 feet more or less to the point of beginning of said lot. Situated in the west one-half of the NW 1/4 of Section 14, Township 21, Range 2 west.

PARCEL 2

A parcel of land containing 84/100 acre, more or less, located in the west 1/2 of the northwest 1/4 of Section 14, Township 21 south, Range 3 west, Shelby County, and more particularly described as follows: Commence at the northwest corner of said Section 14 and run south along the west boundary of said Section 14 for a distance of 1,139.8 feet to the point of beginning. Thence continue on the same line 100 feet; thence run east along the north line of the Joseph Y. Vicker lot 366.4 feet; thence run north for a distance of 100 feet; thence run west 366.4 feet to the point of beginning. The land described herein is that particular parcel conveyed to J. R. Blankenship and wife, Shirley Blankenship and recorded in Book 208, Page 106, Office of Probate, Shelby County, Alabama.

WHEREAS, on August 8, 1941, Plantation Pipe Line Company, (Plantation) a Delaware Corporation was granted an easement and right of way for pipeline purposes by James J. Freeman et al (predecessor in title to owner), recorded in Book 112, Page 266, in the Office of Judge of Probate of Shelby County, Alabama (Said Easement), which includes within the description of the land subject to Said Easement all or a portion of Property; and

✓
PLANTATION PIPE LINE COMPANY

P. O. Box 18616
ATLANTA, GEORGIA 30326

WHEREAS, pursuant to the terms of Said Easement, Plantation was granted and conveyed a strip of land 30 feet in width in which to physically locate all pipelines constructed pursuant to Said Easement, with the first pipeline constructed being the centerline of the 30-foot strip. Approximately 1942, Plantation constructed a 4-inch pipeline pursuant to Said Easement and thereafter the outer extremities of the 30-foot strip have been defined as being 15 feet on either side of and parallel with the alignment of this 4-inch pipeline as it traverses Property. In approximately 1960, Plantation constructed an 8-inch pipeline approximately six (6) feet west of the 4-inch pipeline within the confines of the 30-foot strip, and the 4-inch pipeline was physically removed from the confines of the 30-foot strip so that the 30-foot strip is now measured 9 feet southwesterly and 21 feet northeasterly from said 8-inch pipeline, and

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WHEREAS, Owner and Plantation now agree that the location of a 1-story house on Property prevents Plantation from fully utilizing Strip. Said 1-story house encroaches three (3) feet within the northeasterly boundary of Strip and

WHEREAS, Plantation and Owner now desire to redefine the extremities of Strip to avoid the above conflict. Plantation desires to exchange with Owner, footage on the northeasterly side of the 8-inch line for the same amount of easement area on the southwesterly side of the 8-inch line, so as to remove said encroachment and provide owner additional area between the 1-story house and the northeasterly boundary of Strip.

WHEREAS, Plantation and Owner agree that the additional pipeline confinement strip to be granted and conveyed to Plantation (exchanged) pursuant to this instant agreement is twelve (12) feet in width and lies southwesterly of, adjacent to, and contiguous with the southwesterly edge of Said Easement.

WHEREAS, Plantation and Owner agree that the amount of right of way or confinement strip to be quitclaimed to Owner (exchanged) by this

instant agreement is twelve (12) feet in width and is the northeasterly most twelve (12) feet of Said Easement.

NOW, THEREFORE, for valuable consideration received and in consideration of the premises, the sufficiency of which is acknowledged by the parties, Plantation and Owner agree as follows:

- (1) The pipeline confinement strip of Said Easement recorded at Book 112, Page 266, shall henceforth be 30 feet in width, being measured 21 feet southwesterly of and 9 feet northeasterly of the 8-inch pipeline constructed in 1960, as it traverses Property.

- (2) Owner hereby grants, bargains, sells, conveys and warrants to Plantation, its successors and assigns, a right of way and easement twelve (12) feet in width adjacent to the southwesterly side of the Said Easement, so that the southwesterly right-of-way limits of Strip shall be 21 feet south of the 8-inch pipeline.

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The configurations in Items 1 and 2 above are shown on Drawing No. A-112S.3 PL-1-0 prepared by Plantation, titled 8.625" Diameter Pipeline Crossing Property of Thomas M. Black, Jr., Alabaster, Alabama, dated June 1, 1987, attached hereto and made a part hereof as Exhibit "A".

- (3) In consideration of and subject to the covenants set out herein, Plantation hereby releases and quitclaims unto Owner, his respective heirs, personal representatives, successors and assigns, all of the right, title, and interest which Plantation presently has or holds under and through Said Easement in and to said twelve (12) foot strip of land which was formerly the most northeasterly twelve (12) feet of Strip as shown shaded in yellow on Exhibit "A".

- (4) Owner hereby acknowledges the existence of, ratifies and confirms, all the terms and conditions of Said Easement recorded at Book 112, Page 266, and further acknowledges that the twelve (12) foot area acquired by Plantation in this exchange which is granted and conveyed in Paragraph 2 above, shall be subject to the terms and conditions of Said Easement recorded at Book 112, Page 266, as if the twelve (12) foot area were fully incorporated therein from its inception. Said twelve (12) foot area is shown shaded in red on attached Exhibit "A".

- (5) Owner warrants that he is the present owner in fee simple of the described property and has the right, title and capacity to execute this instrument.

The provisions hereof shall extend to and be binding upon the respective heirs, personal representatives, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, this instrument is executed this 9th day of

~~August~~
MARCH, 1987.

ATTEST:

T. A. Bannigan
T. A. Bannigan, Secretary

PLANTATION PIPE LINE COMPANY

Roy M. Crook
Roy M. Crook
Vice President-Operations

OK
JAN
5-16-88

WITNESS:

Rose P. Corley

John A. Rutledge
Notary Public

WITNESS:

Kathy C. DiGiorgio
Notary Public

NOTARY PUBLIC, STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: NOV. 12, 1991.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

Thomas M. Black, Sr.
Thomas M. Black, Sr. - Owner

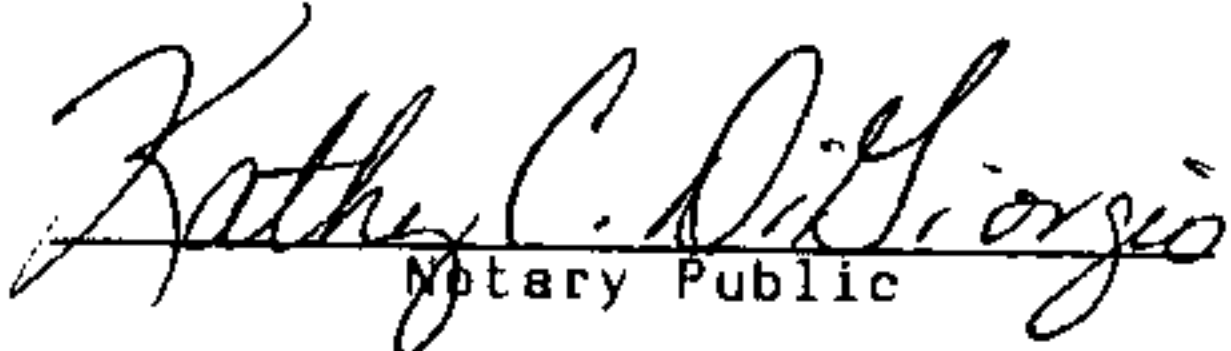
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INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned authority, in and for said County, in said State, hereby certify that Thomas M. Black, Sr., whose name is signed to the foregoing conveyance, and who is 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 9th day of May, 19 88.


Notary Public

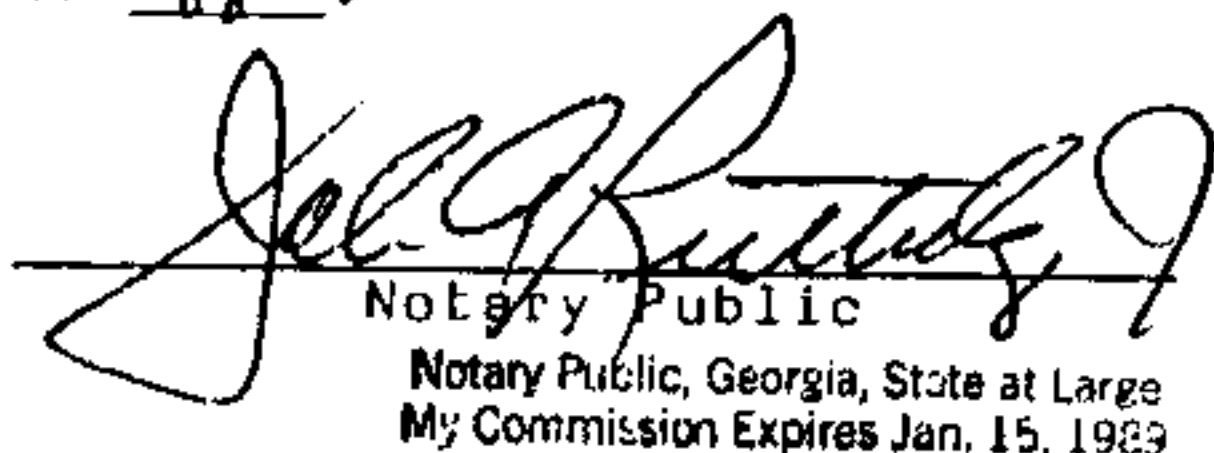
NOTARY PUBLIC, STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: NOV. 12, 1991.
BOND: \$10,000.00 NOTARY PUBLIC UNDERWRITERS.

CORPORATE ACKNOWLEDGMENT

STATE OF GEORGIA
COUNTY OF FULTON

I, the undersigned authority, in and for said County, in said State, hereby certify that Roy M. Crook, whose name as Vice President Operations of the Plantation Pipe Line Company, 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 contents 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 18 day of May, 19 88.


Notary Public
Notary Public, Georgia, State at Large
My Commission Expires Jan. 15, 1989

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HELENA STATION

PROPERTY LINE STA. 288+34

EXISTING R/W LIMIT
PROPOSED NEW R/W LIMIT
EXISTING R/W LIMIT
PROPOSED NEW R/W LIMIT

8" WG LINE

21'
9'
21'
9'
18'
3'

FLOW

STA. 290+34

STA. 290+67

PROPERTY LINE STA. 291+34



STATE OF ALA. SHELBY
I CERTIFY THIS
INSTRUMENT WAS FILED

88 JUN -8 AM 9:04

Thomas A. Shivers, Jr.
JUDGE OF PROBATE

RECORDING FEES
Recording Fee \$15.00
Index Fee 1.00
TOTAL \$16.00

EXHIBIT "A"

PLANTATION PIPE LINE COMPANY
ATLANTA, GEORGIA

8.625" DIAMETER PIPELINE CROSSING
PROPERTY OF THOMAS M. BLACK, JR.

ALABASTER, AL

SCALE: 1"=40' DATE: 6/1/87
DRAWN: E. RILEY TRACED:
CHECKED: GLV

112S.3
PI - 1 -

NO.	DATE	DRAWN	CHECKED	DESCRIPTION	APP.