

STATE OF ALABAMA

COUNTY OF SHELBY

This instrument prepared by:

Plantation Pipe Line Company
P. O. Box 18616
Atlanta, GA 31126

ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and entered into this 20TH day of September, 1995, by and between PLANTATION PIPE LINE COMPANY, a Delaware Corporation, hereinafter referred to as "Plantation" and Michael L. Gunter Enterprises, Inc. 1149 Mayland Lane, Birmingham, AL 35216, hereinafter referred to as "Owner".

Inst # 1996-01681

WITNESSETH

WHEREAS, as Plantation has heretofore installed or caused to be installed one 8-inch products pipeline through properties now owned by Owner, being in Section 23, Township 21, Range 3 West, of Shelby County, Alabama, and being more particularly described in the following right-of-way easement running to Plantation.

FROM Earl Williams, et al, dated August 8, 1941, recorded at Volume 112, Page 265, in the Office of the Judge Probate, Shelby County, Alabama.

WHEREAS, Owner is planning to construct a cement driveway, a 220-foot wide parking area and gasoline pump island with a canopy, all of which will impact Plantation's 30-foot pipeline confinement strip, as provided for in the foregoing referenced pipeline easement, made a part hereof by reference.

WHEREAS, the parties hereto desire to resolve this conflict without doing violence to the rights of either party, and Plantation will permit the cement driveway, parking lot and canopy to be constructed and not seek their removal, provided the terms and conditions of this instrument are adhered to.

NOW THEREFORE, in consideration of the premises, and other good and valuable consideration, including the benefits which will flow to Owner's property as well as Plantation's willingness to let the encroachment be constructed, the receipt and sufficiency of all of which is hereby acknowledged, it is agreed as follows:

- (1) Plantation reserves the right to cut, damage, remove or destroy the encroaching cement driveway, parking area and canopy, hereinafter referred to as the "facilities" for the purpose of exercising its easement rights, including, but without being limited to, maintenance and repair of the existing pipelines or for the construction of additional pipelines, without liability for restoring said facilities or for the interruption of the use of said facilities, at such time and in such manner as Plantation, at its sole discretion, may deem necessary or desirable for the property operation of the pipeline system.
- (2) Plantation agrees to not seek removal of the encroaching facilities and Owner agrees not to build, develop or place any further encroaching structures upon the right-of-way confinement strip.


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SHELBY COUNTY JUDGE OF PROBATE
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- (3) Except to the extent made necessary by the maintenance and presence of said permitted encroaching facilities, and the reasonable use thereof by Owner, the exercise of any rights permitted to Owner under this agreement, or by adverse possession shall not interfere with or supersede the rights of Plantation under the easements aforesaid.
- (4) Owner hereby ratifies and confirms all of the grants, rights, privileges, easements, terms and conditions of Plantation's original easements hereinabove described or referred to with respect to the lands hereinabove described and said thirty-foot (30') strip.
- (5) The undersigned covenants and warrants to and with Plantation, its successors, and assigns, that Owner is the owner of the above-described land and has the full right, title and capacity to execute this instrument for the purposes herein contained.
- (6) This agreement shall run with the land and shall inure and be binding upon both parties hereto and their successors in title.


IN WITNESS WHEREOF, the parties have hereto set their hands and seals this day and year herein first above written.

ATTEST:

PLANTATION PIPE LINE COMPANY

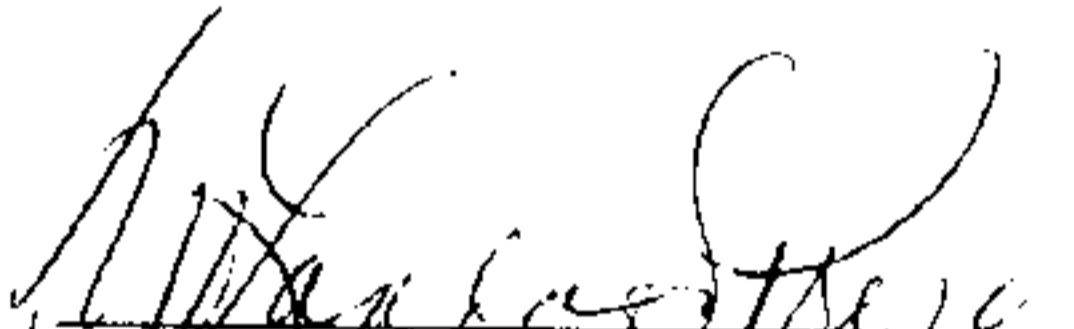

 Thomas A. Bannigan, Secretary

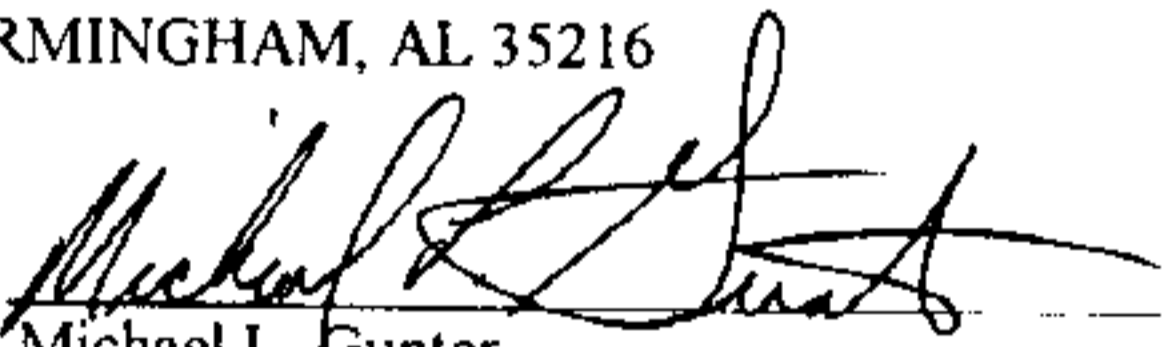
By 
 I. Clayton Ramsey, Vice-President, Finance


 Notary Public
 Notary Public, Dallas County, Georgia
 My Commission Expires Feb. 14, 1998

WITNESS:

MICHAEL L. GUNTER ENTERPRISES, INC.
 1149 MAYLAND LANE
 BIRMINGHAM, AL 35216


 Notary Public

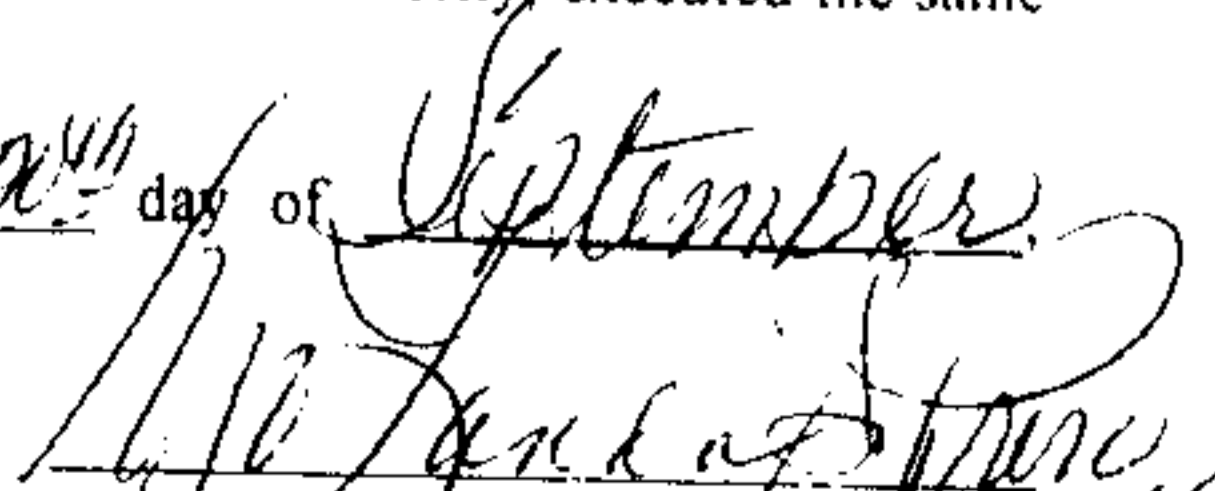
By 
 Michael L. Gunter

Title: President

STATE OF ALABAMA
 COUNTY OF Jefferson

I, the undersigned authority, in and for said County, in said State, hereby certify that MICHAEL L. GUNTER whose name as President of the MICHAEL L. GUNTER ENT, INC 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 24th day of September, 19 96.


 Notary Public 1-19-98

STATE OF GEORGIA
COUNTY OF Fulton

I, the undersigned authority, in and for said County, in said State, hereby certify that L. Clayton Ramsey whose name as VicePresident of the Plantation Pipeline 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 20 day of NOVEMBER, 1995.


Notary Public
Notary Public, DeKalb County, Georgia
My Commission Expires Feb. 14, 1998

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