

AN AMENDMENT TO AN EXISTING EASEMENT, IN TWO PARTS,
FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE
OF A GAS LINE BY THE CITY OF CALERA, CALERA, ALABAMA

This Amendment, executed this 3rd day of June 1996,
for the construction, operation, and maintenance of a gas line,
with appurtenances, by the CITY OF CALERA, across the property of
the LANDOWNER, Southern Haulers, Inc., located in Section 22,
Township 22S, Range 2W, in Shelby County, Alabama, as shown on the
provided sketch, is granted by the LANDOWNER to the CITY OF CALERA
for valuable considerations, the receipt and sufficiency of which
are acknowledged by the LANDOWNER, for himself, and his heirs,
executors, successors, and assigns. The easement is in two parts,
described below:

PART I. A temporary construction easement, 15 feet each side
of the centerline of the sewers, for construction of the gas line
as described below, to allow the CITY OF CALERA'S Contractor and
employees and agents of the CITY OF CALERA to construct the gas
line. The construction shall be with due regard to the property of
the LANDOWNER. Clearing of trees, shrubs, and other growth is
permitted within the construction easement. Debris will be moved
from the property, and clean up accomplished. This easement is
granted for the duration of the gas line construction contract, and
shall end when that contract is closed.

PART II. A permanent easement, 10 feet each side of the
centerline of the gas line, to go with the land, to allow the CITY
OF CALERA, its employees and agents, to operate, repair and
maintain the gas line, including the right of access by the
UTILITIES BOARD, its employees, agents, or officials, and necessary
related equipment. Included is the right to uncover the gas line
with the obligation to leave the LANDOWNER'S property in good
repair after completion of any repair to the gas line. It is
understood that construction of permanent structures, with the
exclusion of parking lots, roadways, and driveways, on the above
described easement is prohibited.

The centerline of the AMENDED EASEMENT, without change from
existing centerline description, is more particularly described as
follows:

Commence at the point of tangency of the westerly edge of
pavement of the south bound lane of U.S. Interstate Highway 65 (I-
65) and the westerly edge of pavement of the south bound exit ramp
egressing I-65 onto U.S. Highway 31 near Calera; thence run
westerly and perpendicular to the centerline of the south bound
lane of I-65 for 100 feet, more or less, to the westerly right-of-
way line of I-65; thence run southerly along the westerly right-of-
way line of I-65 for 100 feet, more or less; thence right 90° for
10 feet to the point of beginning of the sewer within the easement
herein described; thence southerly along a line parallel to the
westerly right-of-way line of I-65 for 590 feet, more or less.

Executed the date shown above in three copies.

LANDOWNER Southern Haulers, Inc.

BY: [Signature]

WITNESS

[Signature]

For the CITY OF CALERA

BY: [Signature]

George W. Roy, Mayor

ATTEST:

[Signature]
Lemoyne Glasgow, City Clerk

Inst # 1997-13085

Recorded the _____ day of _____, 19____, Deed Book _____,
Page _____ of the public records of SHELBY County, Alabama.

04/29/1997-13085
08:44 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MC3 12.00

Inst # 1997-13085

REF NO. 44-28-02 400' SCALE