



20030722000465560 Pg 1/3 17.00
 Shelby Cnty Judge of Probate, AL
 07/22/2003 08:27:00 FILED/CERTIFIED

STATE OF ALABAMA

COUNTY OF SHELBY

ENCROACHMENT AGREEMENT

WHEREAS, by Deed dated _____, 19____, recorded in Book _____,
 Page _____, in the land records of Shelby County, Alabama, Office of the Judge of Probate,
 _____ is/are the OWNERS, hereinafter referred to as "OWNER," of
 property described as:

WHEREAS, by Deed dated _____, 19____, recorded in Book _____, Page _____,
 in the land records of Shelby County, Alabama, Office of the Judge of Probate, COLONIAL PIPELINE
 COMPANY, a Delaware corporation, hereinafter referred to as COLONIAL, is the owner of certain
 property described as:

WHEREAS, OWNER proposes to make and/or has made certain improvements on the aforesaid
 property, including a fence, and a controversy has arisen between OWNER and COLONIAL in connection
 therewith; and

WHEREAS, the said fence installed by OWNER has been inspected by COLONIAL and
 determined to be encroaching thirty-feet (30') into and upon property owned by COLONIAL. COLONIAL
 has further determined that the improvement, as currently situated, will not seriously interfere with the
 maintenance and use of COLONIAL property at this time, provided that the terms and conditions set forth
 in this agreement are fully complied with; and,

WHEREAS, it is the desire of both parties to amicably resolve this matter.

NOW, THEREFORE, in consideration of the premises and covenants hereinafter expressed, the
 parties hereto agree as follows:

- (1) COLONIAL will permit the fence to remain as constructed by OWNER, or as proposed to be
 constructed by OWNER, and will not take any action seeking its removal, until such time as
 COLONIAL determines a need to utilize fully the portion of the COLONIAL property
 encroached upon by OWNER'S fence, and provided that all of the terms and conditions
 incorporated herein are fully complied with by OWNER at all times.
- (2) OWNER agrees that he will not, at any future time, increase, enlarge, or do any act which will
 further encroach upon property owned by COLONIAL.
- (3) Fences shall be constructed with gates of a sufficient size so as to allow COLONIAL'S
 personnel and equipment the right of ingress and egress.
- (4) OWNER will defend, save and hold COLONIAL harmless from any and all loss, cost and
 expense, or damage by reason of injury to or death of any persons, or damage to property of
 OWNER, arising out of, or resulting from the installation or existence of this fence, partially
 located upon COLONIAL property.

It is understood and agreed that, except as specifically provided herein, this agreement, in no way alters or amends or changes the full assertion of ownership COLONIAL continues to retain regarding all property conveyed by the deed from _____ to Colonial Pipeline Company dated _____, 19____, recorded at Book____, Page____, in the Land Records of Shelby County, Alabama, Office of the Judge of Probate.

THIS AGREEMENT shall inure to and be binding upon the parties hereto, their heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this _____ day of _____, 2001.

ATTEST:

COLONIAL PIPELINE COMPANY

Assistant Secretary

Vice President

(Seal)

Notary Public

WITNESS:

Notary Public

Brian Decker (Seal)
OWNER

Ryan Moore
Notary

RYAN MOORE
Notary Public, Kentucky State at Large
My Commission Expires Dec. 30, 2006

STATE OF GEORGIA
COUNTY OF FULTON

I, the undersigned authority, in and for said County, in said State, hereby certify that _____ whose name as Vice-President of COLONIAL PIPELINE COMPANY, a Delaware 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 this 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 _____ day of _____, 2001.

Notary Public

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SEAL

~~STATE OF ALABAMA~~
~~COUNTY OF SHELBY~~ **KY** Boone

I, the undersigned authority, in and for said County, in said State, hereby certify that
BRIAN D. LOCKLEAR whose names is/are signed to the foregoing
conveyance and who is/are known to 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 27 day of June 2003
2001.

SEAL

Ryan Moore
Notary Public

RYAN MOORE
Notary Public, Kentucky State at Large
My Commission Expires Dec. 30, 2006