

STATE OF AlabamaCOUNTY OF Greene, Hale, Tuscaloosa, Bibb & ShelbySUPPLEMENTAL RIGHT OF WAY AGREEMENT

THIS SUPPLEMENTAL RIGHT OF WAY AGREEMENT, made this 12th day of March, 1971, between GULF STATES PAPER CORPORATION, hereinafter called GRANTORS (whether one or more), and COLONIAL PIPELINE COMPANY, a Delaware corporation, hereinafter called GRANTEE:

WITNESSETH:

There has heretofore been conveyed to GRANTEE, by an instrument recorded in Book 59, Page 308, of the office of the Judge of Probate of Greene County/Parish, State of Alabama, by an instrument recorded in Book 56, Page 323, of the office of the Judge of Probate of Hale County/Parish, State of Alabama, by an instrument recorded in Book 486, Page 536, of the office of the Judge of Probate of Tuscaloosa County/Parish, State of Alabama, by an instrument recorded in Book 77, Page 496, of the office of the Judge of Probate of Bibb County/Parish, State of Alabama, by an instrument recorded in Book 224, Page 477, of the office of the Judge of Probate of Shelby County/Parish, State of Alabama, a right of way easement across lands of GRANTORS, and which GRANTORS warrant they are the owners in fee simple, for a pipeline for the transportation of liquids and/or gases, upon the terms and conditions contained in said instrument, reference to which is hereby made, and GRANTEE has heretofore constructed and installed a single pipeline therein.

The centerline of said pipeline shall be approximately 20 feet South and run parallel to the existing Colonial Pipeline on the above referred to property, said right of way being 50 feet in width and extending 25 feet on the North side and 25 feet on the South side of the centerline of the pipeline to be installed hereunder.



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In consideration of the sum of Ten Thousand Five Hundred Thirty eight Dollars

(\$10,538.00) paid to GRANTORS by GRANTEE, the receipt of which is hereby acknowledged, GRANTORS hereby grant, bargain, sell and convey to GRANTEE, its successors and assigns, an additional easement to construct, maintain, inspect, operate, protect, replace, repair, change the size of, and remove an additional pipeline within the right of way described in the instrument referred to and upon the same terms and conditions as are contained in said instrument, together with the right to use a strip of land 25 feet in width adjacent to the said right of way (upon the side thereof to be selected by GRANTEE) and running the length thereof, as temporary work space during construction of said second pipeline.

In additon to the above consideration, GRANTEE agrees to repair or to pay for any actual damage which may be done to growing crops, timber, fences, buildings, or other structures directly caused by GRANTEE exercising any rights herein granted; provided, however, GRANTEE shall not be liable for damages caused on the right of way by keeping said right of way clear of trees, undergrowth, brush, structures, and obstructions in the exercise of its rights.

The rights herein granted are divisible and assignable in whole or in part.

The terms, covenants, and provisions of this right of way agreement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto.

*See Addendum hereto attached and expressly made a part hereof by reference TO HAVE AND TO HOLD said rights and right of way, easements, estates,

and privileges unto the said GRANTEE, its successors and assigns, so long as said right of way and easements are used for the purposes granted herein.

IN WITNESS WHEREOF, the GRANTORS herein have hereunto set their hands and seal.

Signed, sealed, and

delivered in the presence of:

GULF STATES PAPER CORPORATION

(SEAL)

Its President

(SEAL)

Grantors

(SEAL)

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ACKNOWLEDGMENT

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STATE OF ALABAMA

COUNTY OF Luscalosa

I, the undersigned authority, in and for said County, in said State, hereby certify that J. W. Warner, whose name as President of the Deep State Paper Corp 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 12th day of March

1977

Beatrice C. Watson

Notary Public

State of Ala

(SEAL)

The Mead Corporation hereby consents to the provisions of the instrument to the extent that its rights and privileges are affected under its mining and mineral lease agreement with Gulf States Paper Corporation dated November 11, 1961.

This the 18th day of March, 1971

THE MEAD CORPORATION successor
by merger to Woodward Corporation
formerly Woodward Iron Company
By: *W. H. H. H. H. H.* *W. H. H. H. H.*
Vice President

ATTEST:

Asst (Secretary)

Form OK Allen



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Line No.

FROM

To

COLONIAL PIPELINE COMPANY

Line

Length

Rods

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3411-1



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*ADDENDUM

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Where rock is encountered, the Grantee shall have the right to construct said pipeline up to 40 feet South of the existing Colonial Pipeline and payment for the additional land so used shall be computed on same basis as damage payment made under this agreement. It is further understood that the additional land so used shall not exceed fifteen (15) acres.

STATE OF ALA. GREENE CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1971 APR -1 AM 11:29

U.C.C. FILE NUMBER OR
REC. BK. & PAGE AS SHOWN ABOVE
William W. Branch
JUDGE OF PROBATE

U.C.C. FILE NUMBER OR
REC. BK. & PAGE AS SHOWN ABOVE
David M. Branch
JUDGE OF PROBATE

1971 APR 15 PM 1:37

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
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will call

Colonial Pipeline Company

MAR 22 8 46 AM '71

NOTE OF PROHIBITION

U.S. _____
FILED ON _____

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STATE OF ALABAMA, BIBB COUNTY. Office of Judge of Probate

I hereby certify that the within instrument was filed in this office for record on the 26 day of March 1971 at 3:45

Judge of Probate

STATE OF ALABAMA: HALE COUNTY

I hereby certify that the within instrument was filed in this office for record April 15 1971 at 10:50 o'clock A M., and recorded in Deed Record 369 Page _____ Fee \$ 4.00, Mortgage Tax \$ 2.00 _____ Deed Tax \$ _____, Revenue Stamp \$ _____ has been paid.

R. M. AVERY, Judge of Probate



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Shelby Cnty Judge of Probate, AL
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