STATE OF COUNTY OF

## SUPPLEMENTAL RIGHT OF WAY AGREEMENT

THIS SUPPLEMENTAL RIGHT OF WAY AGREEMENT, made this 2/2/2 day of APRIL., 19 7/, between Herbert P. Davis and Mary E. Davis. 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 223. Page 429, of the office of the Judge of Probate County/Parish, State of Alabama , a right of way easeof Shelby ment 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.

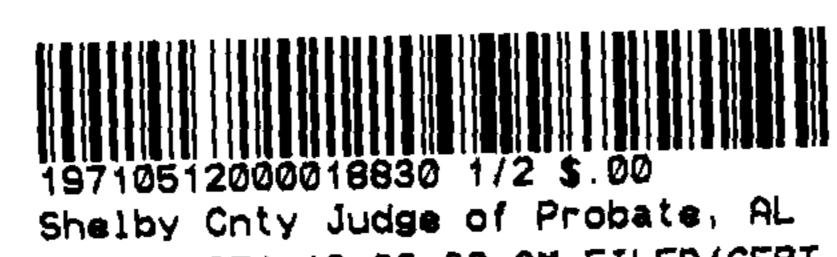
In consideration of the sum of One Hundred Thirty One and no/ Dollars (\$ 131,00) ) paid to GRANTORS by GRANTEE, the receipt of which is hereby acknowledged, GRANTORS hereby grant, bargain, sell and convey to GRANTEE, its successors and assigns, an additional easement to construct, maintain, inspect, 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 35 feet in width adjacent to the said right of on the South side way (upon the side tox be tox be tox be tox by tox by tox by the length thereof, as temporary work space during construction of said second pipeline. 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 damage payment corners 25 feet North and 50 feet South

When rock is encountered the Grantee shall have the right to construct

payment for additional land so used shall be computed on same bases as damage payment made under this agreement.

said pipeline up to 33 feet South of the existing Colonial Pipeline and

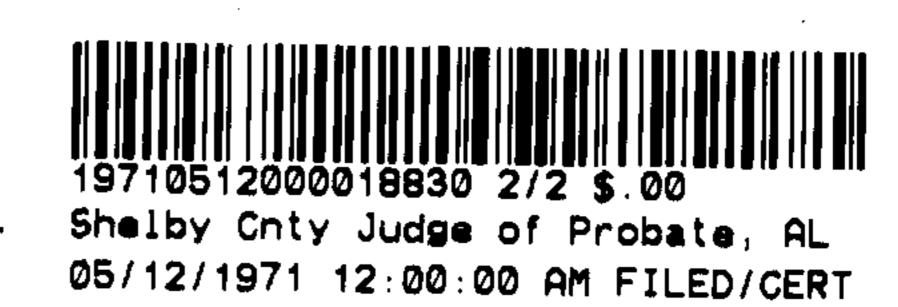


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of centerline.



In addition 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.

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.

delivered in the presence of:  SAUTUR, CANAL	Herbert P. Davis  Mary E. Davis	(SEAL)
STATE OF ALABAMA ) SS SOUNTY OF Jefferson ) I, the undersigned authority, in and for	Grantors  Said County, in said State	SEAL SIME OF MAN SHILLS CO.  SINIE OF MAN SHIL
Bertify that Herbert P. Davis and Mary E. Davis are signed to the foregoing instrument acknowledged before me on this day that, being info	ent and who are k	whose names nown to mo, he instru-
Given under my hand and official scal, t	this the <u>2/th</u> day of <u>Ap</u>	<u></u> ,