

STATE OF AlabamaCOUNTY OF ShelbySUPPLEMENTAL RIGHT OF WAY AGREEMENT

THIS SUPPLEMENTAL RIGHT OF WAY AGREEMENT, made this 21st day of APRIL, 19 77, between Herbert P. Davis and Mary E. Davis,
his wife
 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 220, Page 818, 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.

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 way (on the South side thereof to be selected by GRANTEE) and running 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 of centerline.

When rock is encountered the Grantee shall have the right to construct said pipeline up to 33 feet South of the existing Colonial Pipeline and payment for additional land so used shall be computed on same bases as damage payment made under this agreement.





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Shelby Cnty Judge of Probate, AL
05/12/1971 12:00:00 AM FILED/CERT

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.

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:

Edwin R. Carver

Herbert P. Davis
Herbert P. Davis (SEAL)

Mary E. Davis
Mary E. Davis (SEAL)

Grantors

STATE OF ALA. SHELBY CO.
NOTARY PUBLIC
1971 MAY 12 PM 2:32
UCC FILE NUMBER
REC. EX. & INDEX AS SHOWN ABOVE
Clerk of Court

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267
STATE OF ALABAMA)
COUNTY OF Jefferson) SS

I, the undersigned authority, in and for said County, in said State, hereby certify that Herbert P. Davis and Mary E. Davis his wife whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 21st day of April, 1971.

Mary Ruth Mayfield
Notary Public

