

PARTIAL RELEASE OF RIGHT OF WAY
AND SUPPLEMENTAL AGREEMENT

STATE OF ALABAMA

COUNTY OF SHELBY



19710920000039400 1/3 \$.00
Shelby Cnty Judge of Probate, AL
09/20/1971 12:00:00 AM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by Instrument dated August 24, 1962, recorded in Book 222, Page 638, in the Deed Records of Shelby County, Alabama, William Albert Belcher, et al, did grant and convey unto COLONIAL PIPELINE COMPANY an easement for a pipeline right of way with the right to construct, maintain, inspect, operate, protect, repair, replace, change the size of, and remove a pipeline or pipelines for the transportation of liquids and/or gases on, over and through certain properties including the following described lands then owned by the said William Albert Belcher, et al, in Shelby County, Alabama, to-wit:

TRACT NO. 1 Southeast Quarter of Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$)
and South Half of Northeast Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$)
Section 19, Township 20 South, Range 2 West

TRACT NO. 2 Southwest Quarter of Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$)
of Section 21, Township 20 South, Range 2 West

AND WHEREAS, the above described two tracts are now owned by Exchange Security Bank of Birmingham, Alabama, C. W. Walter and John H. Brewer as Trustees under Indenture of Trust recorded in Deed Book 268, Page 7, in the office of the Judge of Probate of Shelby County, Alabama, subject to the aforesaid easement, and

WHEREAS, it is the desire of the said Trustees to define the boundaries of the original right of way and easement across the above-described two tracts:

NOW THEREFORE, in consideration of the premises and the additional grants hereinafter made by said Trustees, Colonial Pipeline Company does hereby release, demise and forever quitclaim unto Trustees all the right, title, interest and estate in the above described two tracts which it acquired under and by virtue of said instrument dated August 24, 1962, recorded in Book 222, Page 638, EXCEPT the following, to-wit:

TRACT NO. 1 A strip of land across the said SE $\frac{1}{4}$ NW $\frac{1}{4}$ and S $\frac{1}{2}$ NE $\frac{1}{4}$
Section 19, Township 20 South, Range 2 West, being
more particularly described as follows:

Beginning at a point on the West line of said SE $\frac{1}{4}$ NW $\frac{1}{4}$, said point being Northerly along said West line a distance of 735 feet from the Southwest corner of said SE $\frac{1}{4}$ NW $\frac{1}{4}$; Thence South 89° 25' East a distance of 2631 feet to a point; Thence South 88° 47' East a distance of 1542 feet to a point on the East line of said S $\frac{1}{2}$ NE $\frac{1}{4}$; Thence Southerly along said East line a distance of 75 feet to a point; Thence North 88° 47' West a distance of 1542 feet to a point; Thence North 89° 25' West a distance of 2631 feet to a point on said West line; Thence Northerly along said West line a distance of 75 feet to the point of beginning.

TRACT NO. 2 A strip of land across the said SW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 21,
Township 20 South, Range 2 West, being more particularly
described as follows:

Beginning at a point on the West line of said SW $\frac{1}{4}$ NE $\frac{1}{4}$, said point being Northerly along said West line a distance of 945 feet from the Southwest corner of said SW $\frac{1}{4}$ NE $\frac{1}{4}$, a rock pile with two witness trees; Thence North 89° 25' East a distance of 1304 feet to a point on the East line of said SW $\frac{1}{4}$ of NE $\frac{1}{4}$; Thence Southerly along said East line a distance of 75 feet to a point; Thence South 89° 25' West a distance of 1304 feet to a point on said West line; Thence Northerly along said West line a distance of 75 feet to the point of beginning.

Together with the right of unimpaired access to said retained strips on, over and through Tracts 1 and 2 first described above for any and all purposes necessary and incident to the exercise by said Colonial Pipeline Company of the rights granted in said original right of way and easement dated August 24, 1962, said original right of way and easement to remain in full force and effect as to all of its terms and conditions with respect to said retained strips of land described above and as to such other properties described in said original right of way and easement.

AND IN CONSIDERATIONS OF THE PREMISES, and the release hereinabove made by Colonial Pipeline Company, the said Trustees do hereby bargain, sell, grant, and convey the additional rights hereafter described, and otherwise supplement the said right of way and easement applicable to said retained strips, by adding thereto the following rights, privileges, terms and conditions:

1. No water shall be impounded on said retained strips of land.
2. No buildings, structures, engineering works or other obstructions of any kind whatsoever shall be placed on said retained strips of land, except utility lines, sewer lines and roadways may be constructed across said retained strips, and Colonial Pipeline Company shall not be liable for damages caused on the said strips of land by keeping said rights of way clear of such obstructions, including trees, undergrowth, and brush in the exercise of its rights granted herein.
3. At no time will Trustees be permitted to remove any earth cover from said retained strips of land. No earth shall be added to existing cover which would cause total cover to exceed six (6) feet over the pipeline(s) of Colonial Pipeline Company except to construct roadways across said retained strips of land.
4. The foregoing additional grant, terms and conditions shall not, in any manner whatsoever diminish or detract from the present rights of Colonial Pipeline Company with respect to said retained strips of land, it being intended that the same shall be supplementary to presently existing rights, terms and conditions of the original grant, whether expressed or implied therein.

TO HAVE AND TO HOLD the said strips of land unto said Colonial Pipeline Company forever, so long as used for a right of way and easement for a pipeline or pipelines, and as part of the consideration for this agreement, Colonial Pipeline Company agrees that should said strips of land not be used for pipeline purposes or the use thereof be discontinued for a period of two years, then all rights, title, interest and estate granted in said instrument dated August 24, 1962, and in this instrument shall terminate.

The terms, conditions and provisions of the Partial Release of Right of Way and Supplemental Agreement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals this 1st day of September, 1971.

COLONIAL PIPELINE COMPANY

By A. E. Wooster

FORM APPROVED
REG-526

OWNER(S)

EXCHANGE SECURITY BANK, AS TRUSTEE

By B. H. Brown TRUST OFFICER

C. W. Walter
C. W. Walter, as Trustee

John H. Brewer
John H. Brewer, as Trustee



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ACKNOWLEDGMENTS

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned authority, in and for said County, in said State, hereby certify that B. L. BROWN, whose name as TRUST OFFICER of the Exchange Security Bank of Birmingham, Alabama, 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 acting in its capacity as Trustee as aforesaid.

Given under my hand and official seal, this 3 day of September, 1971.

MY COMMISSION EXPIRES APRIL 15, 1975

Marie S. Smith
Notary Public

STATE OF ALABAMA)

COUNTY OF JEFFERSON)



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I, the undersigned authority, in and for said County, in said State, hereby certify that C. W. Walter and John H. Brewer 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, acting in their capacity as Trustees as aforesaid.

Given under my hand and official seal, this 3 day of September, 1971.

MY COMMISSION EXPIRES APRIL 15, 1975

Marie S. Smith
Notary Public

STATE OF GEORGIA)

COUNTY OF FULTON)

I, E. James Smalley, a Notary Public in and for said county, said state, hereby certify that A. E. Wooster whose name as Vice-President of Colonial Pipeline Company, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, 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 seal of office this 1st day of September, 1971.

E. James Smalley
Notary Public
Notary Public, Georgia, State of Georgia
My Commission Expires May 25, 1975