

ADVANCE
CONSTRUCTION DAMAGE RELEASE

Received of COLONIAL PIPELINE COMPANY Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, in full satisfaction for all damages which have been or which may be caused by the construction of a pipeline to be installed on, over, or through the lands of the undersigned, or lands leased by the undersigned, situated in Shelby County, State of Alabama and described as follows, to-wit:

A tract or parcel of land lying and being in Section 24, Township 20 South, Range 3 West of Shelby County, State of Alabama, more particularly described in a Warranty Deed from F. C. Oates and wife Minnie Lee Oates to Robert A. Moore and Marie Moore dated January 21, 1946 and recorded in Deed Book 123, at page 374 and 375, and in an Agreement between Robert A. and Marie Moore and Armstrong Shelby Industry dated June 23, 1970 and recorded in Deed Book 18, at page 498, of the Records of Shelby County, State of Alabama, to which reference is hereby made.

During installation of said pipeline, the construction area shall be confined to a strip of land 90 feet in width, except at road, railroad and waterway crossings, where said construction area shall not exceed 150 feet in width and 200 feet in length.



19780505000054430 1/2 \$.00
Shelby Cnty Judge of Probate, AL
05/05/1978 12:00:00 AM FILED/CERT

and we hereby release, acquit, and discharge the said COLONIAL PIPELINE COMPANY, its agents and employees, from any and all claims for damages of any kind in connection with the construction of said pipeline.

It is understood and agreed that this Advance Construction Damage Release is a complete, full and final release of all damages which have occurred or which may occur from the construction of said pipeline. It is further understood and agreed that said pipeline may be constructed at any time, and should the pipeline construction be delayed for any number of years, COLONIAL PIPELINE COMPANY shall have no further obligation for the payment of damages which occur on COLONIAL's right of way across said property, including the temporary construction right of way, resulting from said pipeline construction.

The terms, covenants, and provisions of this Advance Construction Damage Release shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the executing parties.

IN WITNESS WHEREOF, the executing parties have hereunto set their hands and seals this 12 day of APRIL

19 78

Signed, sealed and delivered in the presence of:

Robert A Moore (SEAL)

Marie Moore (SEAL)

(SEAL)

R/W Agent: John W. Parker

Draft No. 92 335

Colonial Pipeline Co.

ACKNOWLEDGMENT

STATE OF ~~GEORGIA~~ Alabama

COUNTY OF Shelby SS

I, Hellen Mae Dennis, a Notary Public, residing in the County and State aforesaid

certify that Robert & Marie Moore, personally known to me, this day appeared before me personally and did acknowledge that they did sign, seal, and deliver the foregoing instrument their own free will and accord, for the purposes therein named and expressed.

In witness whereof, I have hereunto set my hand and official seal this 12 day of April, 1978

Hellen Mae Dennis

Notary Public

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

1978 MAY -5 PM 3:18

ACKNOWLEDGMENT

STATE OF ~~GEORGIA~~ Alabama

COUNTY OF _____

Thomas A. Shaver, Jr. Rec. 3.00
JUDGE OF PROBATE Ind. 1.00
SS 24.00

I, _____, a Notary Public, residing in the County and State aforesaid

certify that _____ personally known to me, this day appeared before me personally and did acknowledge that _____ did sign, seal, and deliver the foregoing instrument _____ own free will and accord, for the purposes therein named and expressed.

In witness whereof, I have hereunto set my hand and official seal this day _____ of _____, 19____



19780505000054430 2/2 \$.00
Shelby Cnty Judge of Probate, AL
05/05/1978 12:00:00 AM FILED/CERT

Notary Public

PROOF BY ATTESTING WITNESS

STATE OF ~~GEORGIA~~ Alabama

COUNTY OF _____

SS

I, _____, a Notary Public, personally

to me known to be the individual whose signature is affixed to the foregoing instrument as one of the witnesses thereto, who, being sworn, says that he present at the time when said instrument was executed; that he saw the same signed, sealed, and delivered by

whose signature(s) is/are affixed as Grantor(s); that _____ the other subscribing witness thereto, was likewise present at said time and witnessed said execution of said instrument, and that he, the said _____, and the said _____ then and there signed the same as attesting witnesses.

Attesting Witness

Sworn to and subscribed before me this _____ day of _____, 19____

Notary Public

BOOK

25 PAGE

98