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THIS INSTRUMENT PREPARED BY:

Michael B. O'Conner
Lange, Simpson, Robinson & Somerville
1700 First Alabama Bank Building
Birmingham, Alabama 35203

PARTIAL RELEASE OF RIGHT OF WAY
AND SUPPLEMENTAL AGREEMENT

STATE OF ALABAMA)

COUNTY OF SHELBY)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, by instrument dated July 6, 1971, recorded in Deed Book 268, Page 811, of the Probate Office of Shelby County, State of Alabama, Rhett G. Barnes, and wife, Frances Barnes; Lindell Wright, and wife, Bettye B. Wright; Rhett G. Barnes, Jr., and wife, Peggy Barnes (Grantors), did grant to Colonial Pipeline Company, a Delaware corporation (Grantee) (herein called "Colonial"), a right of way and easement across the following described land:

The North Half of the Northeast Quarter (N1/2 of NE1/4), Section 24, Township 20 South, Range 3 West, lying East of the centerline of a paved county road known as Fungo Hollow Road. All of the Southeast Quarter of the Northwest Quarter (SE1/4 of NW1/4) of Section 24, lying South of Peavine Creek and all of the Southwest Quarter of the Northwest Quarter (SW1/4 of NW1/4), Section 24, lying South of Peavine Creek and East of the L & N Railroad except for highway right of way all in Section 24, Township 20 South, Range 3 West. Also that portion of the Southwest Quarter of the Northwest Quarter (SW1/4 of NW1/4) of Section 24 and the Southeast Quarter of the Northeast Quarter (SE1/4 of NE1/4) of Section 23, Township 20 South, Range 3 West, described as follows: Commencing at the Southeast corner of the Southeast Quarter of the Northeast Quarter (SE1/4 of NE1/4) of said Section 23, thence along the South line of the last mentioned 40 South 89 degrees 15' West to Buck Creek; thence down Buck Creek by 5

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lines as follows: North 24 degrees 30' East 98.3 feet; North 43 degrees 15' East 104 feet; thence North 59 degrees 45' East 78.7 feet; thence North 89 degrees 45' East 36.7 feet; thence South 73 degrees 15' East 231.3 feet; thence North 88 degrees 15' East 220.7 feet; thence South 6 degrees 15' East 144.3 feet; to the South line of the Southwest Quarter of the Northwest Quarter (SW1/4 of NW1/4) of said Section 24; thence South 89 degrees 15' West to the point of beginning.

WHEREAS, Armstrong Shelby Industries, Inc. also known as Armstrong's Shelby Industries, Inc. (herein called "Owner") is the present owner of the property described above, by virtue of Warranty Deed dated February 23, 1972, recorded in Deed Book 272, Page 851, of the Probate Office of Shelby County, Alabama, and has requested Colonial to release said right of way and easement across said property, except for a defined strip along the course of the pipeline of Colonial presently installed across said property, and in consideration for such release the Owner has agreed to grant certain additional rights and to supplement the terms and conditions of said right of way easement.

NOW, THEREFORE, in consideration of the premises and the additional grant and supplemental agreements hereinafter made by Owner, Colonial does hereby demise, release and forever quitclaim unto Owner, its successors and assigns, all its title, interest and estate in and to the above-described property, SAVE AND EXCEPT the easement recorded in Deed Book 222 Page 826 of the Probate office of Shelby County, Alabama and a strip of land along the course of and for the full length of the pipeline of Colonial as now located on the above-described property, said strip being more particularly described as follows:

A 50 ft. wide easement, 25 feet on each side of an existing Colonial Pipeline, known as the "second pipeline" installed by Colonial Pipeline Company, across property known as the Armstrong Estate Property; said property being all of that land located west of U.S. Highway No. 31, south of Peavine Creek and east of the Louisville and Nashville Railroad right of way, also all of that land lying west of the Louisville and Nashville Railroad right of way, and south and east of Buck Creek; all situated in Sections 23 and 24, Township 20 south, Range 3 west, Shelby County, Alabama; location of pipeline being generally described as beginning at

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a point on the west right of way line of U.S. Highway No. 31, at a point 191 feet more or less, northerly along said line from the southeast corner of referenced property; thence in a southwesterly direction along said line to a point 40 feet, more or less, north of a pipeline in an easement recorded in book 222, pages 826 and 827 in the office of the Judge of Probate of Shelby County, Alabama, and known as "first pipeline" installed; thence in a westerly direction, 40 feet, more or less, north of and parallel to aforementioned pipeline, to a point 110 feet, more or less, east of the center of Buck Creek or the west property line; thence in a southwesterly direction across aforementioned first pipeline installed, to a point of ending on the south property line, 67 feet, more or less, east of the southwest corner of subject property.

Save and Except: Any property owned by Louisville and Nashville Railroad.

The right of way granted herein is more particularly described in a survey plat by William J. Finley, dated 1/22/90 attached hereto and incorporated herein by reference as Exhibit "A".

together with the right of ingress and egress to and from said retained strip through the above-described property, said right of way and easement to remain in full force and effect as to all its terms and conditions with respect to said retained strip of land described above, said ingress and egress rights and as hereinafter supplemented. Colonial shall have the right to use from time to time a strip of land _____ feet (-0- ') in width adjacent to the side of the above defined right of way strip and running pipeline, or pipelines, within said retained strip for maintaining, inspecting, altering, replacing, removing, and repairing the existing pipeline and any additional pipeline located on said right of way.

IN CONSIDERATION OF THE PREMISES, and the release hereinabove made by Colonial, Owner does hereby bargain, sell, grant, convey the additional rights hereafter described, and otherwise supplement the said right of way and

easement by adding thereto the following rights, privileges, terms, and conditions, to be applicable only to the said retained strip:

(1) Owner does hereby bargain, sell, convey, and grant to Colonial, its successors and assigns, the right at any time to construct, operate, remove, replace and maintain an additional pipeline or pipelines on said retained strip of land substantially parallel to the existing pipeline located thereon, for the transportation of oil and gas, to and from the same, without further payment to Owner but subject to the repair of or payment for, by Colonial, of any actual damage which may be done to growing crops, timber, fencing, buildings, or other structures directly caused by Colonial exercising said rights. In the event the original right of way easement granted the right to Grantee to install additional pipelines, this paragraph (1) will govern.

(2) With respect to said retained strip of land, said right of way and easement, including the rights and privileges granted in numbered paragraph (1) above shall be divisible, assignable or transferable in whole or in part at any time.

(3) No water shall be impounded on said retained strip of land.

(4) No buildings, structures, engineering works or other obstructions, of any kind whatsoever, shall be placed on said retained strip of land except for those expressly permitted herein and Colonial shall not be liable for damages caused on the right of way by keeping said right of way clear of such obstructions, including trees, undergrowth, and brush in the exercise of its rights granted herein.

(5) No utility poles shall be installed on said retained strip of land and power or telephone lines crossing the same shall have a vertical clearance of at least fifteen feet (15').

(6) All water, sewer, gas and other similar underground lines crossing said retained strip of land shall be installed below the pipeline(s) of Colonial, its successors and assigns, and shall have at least two feet (2') of vertical clearance between the top of the same and Colonial's pipeline(s), and shall be installed at approximate right angles across, but not along said strip.

(7) At no time will Owner(s) be permitted to remove existing earth cover from said retained strip of land without prior approval by Colonial in writing nor shall Owner increase the existing cover where such increase would cause

total cover to exceed six feet (6') over the pipeline(s) of Colonial located in said retained strip.

(8) Streets, driveways, and walkways, herein permitted to be installed across said retained strip of land, shall be constructed with at least four feet (4') of cover between the bottom or base of the same and the top of the pipeline(s) of Colonial located in said retained strip, and the cost of any casing of such pipeline(s) or other necessary protective measures by reason of such construction shall be borne by Owner(s).

(9) Notification is to be given by Owner to Colonial at least 48 hours prior to any construction, maintenance or repair on the above-described easement area, so Colonial may provide a representative at the job site.

(10) The foregoing additional grants, terms and conditions shall not, in any manner whatsoever, diminish or detract from the present rights of Colonial with respect to said retained strip of land, it being intended that the same shall be supplementary to presently existing rights, terms and conditions of the original grant, whether express or implied therein.

The terms, conditions and provisions of this 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 have hereunto set their hands and seals this 20 day of April, 1990.

OWNER: Shelby Industrial, Inc.
also known as Armstrong's
Shelby Industries, Inc.

By Anna E. Cardwell
Sec.

Sam L. Harvey
Sam L. Fick

COLONIAL PIPELINE COMPANY

By: T. H. Norris
Vice President

P.F.C.
HJ

ATTEST:

P.C.L.
Assistant Secretary

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned Notary Public in and for said County in said State, hereby certify that Ann E. Cardwell whose name as Secretary of Armstrong Shelby Industries, Inc., also known as Armstrong's Shelby Industries, Inc., an Alabama corporation, is signed to the foregoing Partial Release of Right of Way and Supplemental Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, a 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 the 20 day of April, 1990.

Killeden W. Atkins
Notary Public
My Commission Expires: 8-9-93

STATE OF Georgia)
Fulton COUNTY)

I, the undersigned Notary Public in and for said County in said State, hereby certify that T. H. Norris, whose name as Vice President of Colonial Pipeline Company, a

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Delaware corporation, is signed to the foregoing Partial Release of Right of Way and Supplemental Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, a 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 the 26th day of March, 1990.

Jane Anne Poes
Notary Public
My Commission Expires: Sp. 30, 1993

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1. Deed Tax	-----\$	-----
2. Mtg. Tax	-----\$	-----
3. Recording Fee	-----\$	17.50
4. Notary Fee	-----\$	7.00
5. Ad Valorem Tax	-----\$	-----
6. State Tax	-----\$	1.00
Total	-----\$	25.50

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

90 APR 27 AM 11:28

Thomas M. Jones
JUDGE OF PROBATE