

**SUPPLEMENTAL RIGHT OF WAY AGREEMENT  
(AMENDING ORIGINAL AGREEMENT)**

THIS SUPPLEMENTAL AGREEMENT made this 24th day of September, 1991, between NORTH SHELBY PARTNERS, 1109 Townhouse Road, Helena, Alabama 35080, ("OWNER"), AND "COLONIAL PIPELINE COMPANY, 943 East Paces Ferry Road, Atlanta, Georgia 30326, a Delaware Corporation, ("GRANTEE") provides:

By Right of Way Grant dated November 9, 1962, and recorded in Deed Book 223, Page 431, of the records of Shelby County, Alabama, ("Original Grant"), Grantor, (J. W. Goodwin, and wife, Virginia M. Goodwin), has granted and conveyed to Grantee a right of way ("Original Right of Way") and perpetual easement for one (1) pipeline across Grantor's property situate in Shelby County, Alabama:

WHEREAS, at the request of the Grantee, the OWNER, (successor in title to all or portions of Grantor's property, more particularly described in a deed from J. Harris Development Corporation to North Shelby Partners, dated June 18, 1991, recorded in Deed Book 350 beginning at Page 408, of the records Shelby County, Alabama) has consented and agreed (as to the said lands or such portions thereof as are described by property plat entitled: "DEARING DOWNS, 11th ADDITION, Situated in the East 1/2 of the SW 1/4 of Section 23, Township 20 S, Range 3W, Shelby County, Alabama, Dated 9-13-91, Rev'd. N/A, WHICH PLAT is attached to and by reference is made a part hereof) to modify, amend and supplement said Original Grant in the manner hereinafter set forth:

NOW AND IN CONSIDERATION OF TEN AND NO ONE HUNDREDTHS DOLLARS (\$ 10.00), the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, it is agreed by and between the parties to said Right of Way Grant that the same is hereby modified and amended as follows:

(1) OWNER does hereby grant, bargain, sell, warrant and convey to Grantee, its successors and assigns, a right of way and perpetual easement on the same terms and conditions as are set forth in the Original Grant, all of which terms and conditions are incorporated herein by this reference, EXCEPT AS WHAT IS INCONSISTENT AND IS IN CONFLICT WITH THE FOLLOWING:

OWNERS (whether one or more), do hereby grant, bargain, sell, convey and warrant unto COLONIAL PIPELINE COMPANY, a Delaware corporation, its successors and assigns, hereinafter referred to as Grantee, an indefeasible easement for a pipeline right of way with the right to construct, maintain, inspect, identify, operate, protect, replace, repair, change the size of, and remove a pipeline and appurtenances, including markers and corrosion maintenance devices, for the transportation of liquids, gases, solids and/or mixtures of any or all thereof, upon and along a route to be selected by Grantee, said right of way being FORTY (40) feet in width and extending TWENTY (20) feet from the NORTHERLY side and TWENTY (20) feet from the SOUTHERLY side of the center line of the first pipeline installed hereunder, together with the right to use a strip of land N/A feet in width adjacent to the said right of way (upon the side thereof selected by Grantee) and running the length thereof, as temporary work space during construction and maintenance of said pipeline, on, over, and through the following described lands, of which Grantors warrant they are the owners in fee simple, situated in SHELBY County, State of Alabama, to-wit:

Together with the right of unimpaired access to said pipeline and the right of ingress and egress on, over, and through Owner's above-described land for any and all purposes necessary and incident to the exercise by said Grantee of the rights granted hereunder, with the further right to maintain said right of way herein granted clear of trees, undergrowth, and brush. Owners covenant and agree that they will not impound water or construct buildings, structures, engineering works or other obstructions of any type whatsoever on the above-described right of way strip unless authorized in writing by Grantee. The Owners agree to leave such pipelines undisturbed as to location and depth and shall not alter the grade of the surface within the right of way easement area unless authorized in writing by Grantee. These shall be covenants running with the land and shall be binding on Owners, their heirs and assigns.

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, trees, fences, buildings, or other structures directly caused by Grantee exercising any rights herein granted: provided, however, after the first pipeline has been installed, Grantee shall not be liable for damages caused on the right of way by keeping said right of way clear of trees, undergrowth, brush, overhanging limbs of trees that extend over the right of way, buildings, structures, engineering works and obstructions of any kind in the exercise of its rights granted herein.

Any pipeline constructed hereunder by Grantee across any portion of the above-described land which is under cultivation shall, at the time of the construction thereof, be buried to such depth as will not interfere with Owner's use of said land for normal cultivation required for the planting and tending of crops; except that Grantee, at its option, may construct its pipeline above the channel of any natural or man-made stream, ravine, ditch or watercourse.

As a part of the consideration hereinabove set forth, Owners hereby grant unto said Grantee, its successors and assigns, the right at any time to construct, operate, and maintain an additional pipeline or pipelines within the right of way easement herein granted, and Grantee agrees to pay Owner the sum of \$1.00 (one dollar) per rod for each additional pipeline constructed, said payment to be made before construction commences. Said additional pipeline or pipelines shall be subject to the same rights, privileges, and covenants as set forth in this right of way easement.

It is agreed that any payment hereunder may be made direct to said Owners, or any one of them, or by depositing such payment to the credit of said Owners, or any one of them.

Delay of Grantee in the use or exercise of any right or easement hereby granted, or in laying or installing the first pipeline or additional lines in or along said right of way, shall not result in the loss, limitation or abandonment of any of the rights, title, interest, easement or estate hereby granted.

The rights herein granted are divisible and assignable in whole or in part.

The terms, covenants and provisions of this right of way easement 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, easement, estate and privileges over, in, through and to the above-described land unto the said Grantee, its successors and assigns, forever, and Owners do hereby bind themselves and their respective heirs, successors, executors, administrators, and assigns to warrant and forever defend all and singular said rights and easements unto said Grantee, its successors and assigns, and against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to restrictions and easements of record, if any.

WHEREAS, the Owner is in the process of, or will be in the process of constructing a subdivision road entitled SEATTLE SLEW DRIVE, (Road), over and across the easement to Grantee herein supplemented, BE IT KNOWN, that the Road so constructed or to be constructed as shown on the aforementioned Plat, (attached and made a part hereof), is to be subject to all the terms and modifications as set forth in this Supplemental Agreement only upon completion of its initial construction, which construction is to be completed by the 20th day of November, 1991.

Colonial Pipeline Company  
Attn: Frank C. Hummel, Jr.  
Post Office Box 855

IN WITNESS WHEREOF, the Owners herein have hereunto set their hands and seals this 24<sup>th</sup> day of

September, 19 91.

SIGNED, SEALED & DELIVERED  
IN THE PRESENCE OF:

[Signature]  
Witness

NORTH SHELBY PARTNERSHIP

[Signature]  
Title: Partner

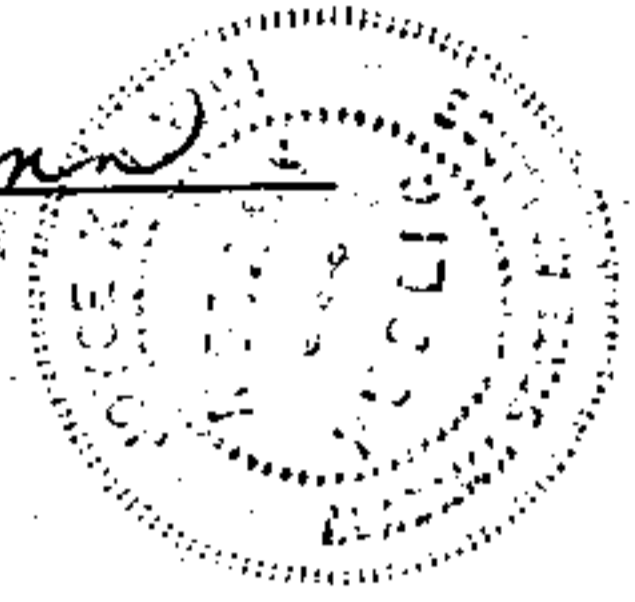
(Seal)

[Signature]  
Title: Partner

(Seal)

[Signature]  
Notary Public

MY COMMISSION EXPIRES OCTOBER 24, 1992



# DEARING DOWNS

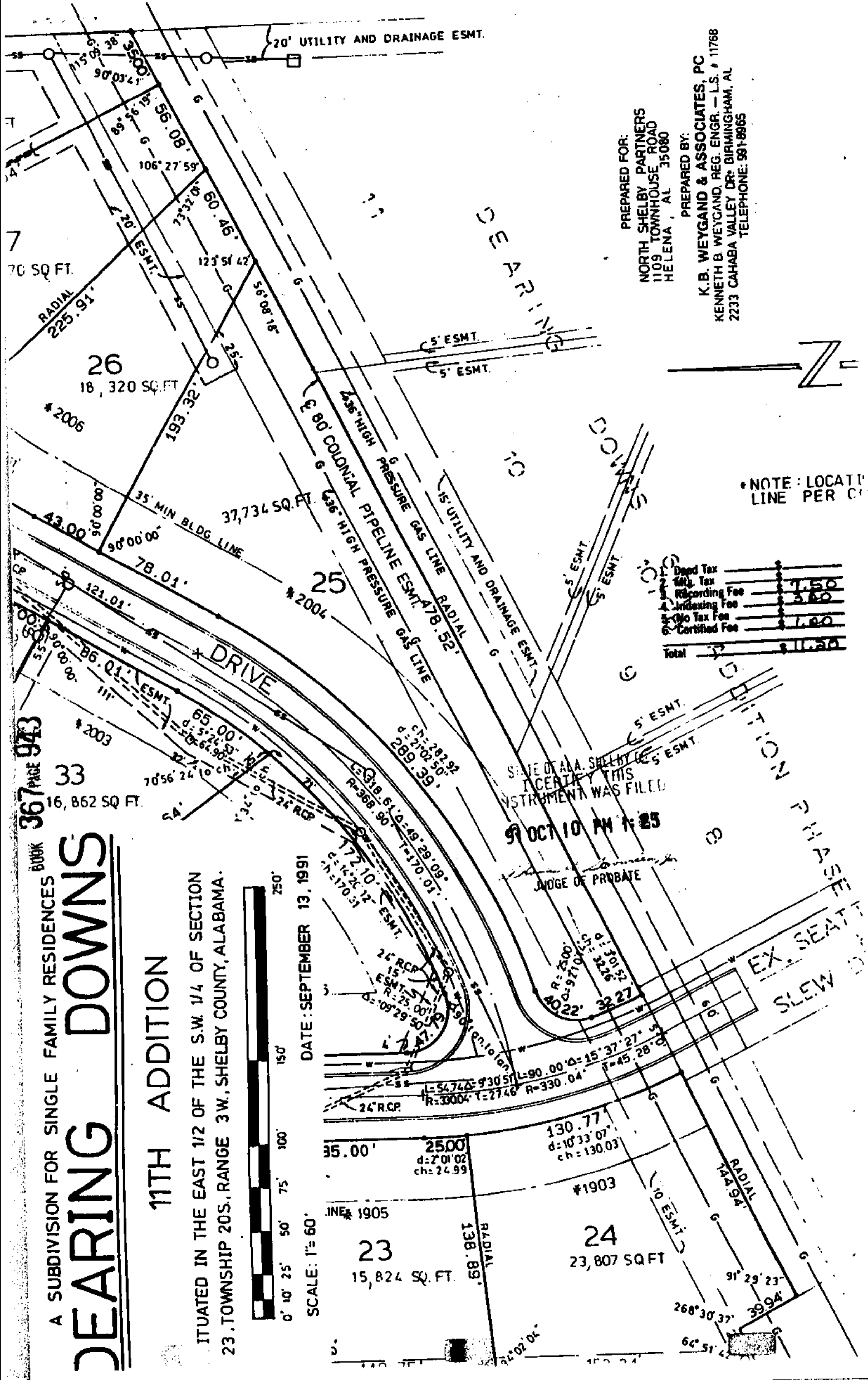
A SUBDIVISION FOR SINGLE FAMILY RESIDENCES

## 11TH ADDITION

SITUATED IN THE EAST 1/2 OF THE S.W. 1/4 OF SECTION 23, TOWNSHIP 20S., RANGE 3W., SHELBY COUNTY, ALABAMA.



DATE: SEPTEMBER 13, 1991  
SCALE: 1" = 60'



PREPARED FOR:  
NORTH SHELBY PARTNERS  
1109 TOWNHOUSE ROAD  
HELENA, AL 35080

PREPARED BY:  
K.B. WEYGAND & ASSOCIATES, PC  
KENNETH B. WEYGAND, REG. ENGR. - L.S. # 11768  
2233 CAHABA VALLEY DR. BIRMINGHAM, AL  
TELEPHONE: 991-8965

\*NOTE: LOCATION LINE PER C

|                  |         |
|------------------|---------|
| 1. Deed Tax      |         |
| 2. Reg. Tax      | 7.50    |
| 3. Recording Fee | 3.00    |
| 4. Indexing Fee  |         |
| 5. No Tax Fee    | 1.00    |
| 6. Certified Fee |         |
| Total            | \$11.50 |

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS INSTRUMENT WAS FILED  
9 OCT 10 PM 1:25  
JUDGE OF PROBATE

EX. SEATT  
SLEW