

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

AFE-3790

Loc. 405:11

THIS SUPPLEMENTAL AGREEMENT made this 30th day of JUNE, 1995, between THE MAILWORKS-SOUTH, INC., ("Owner"), and COLONIAL PIPELINE COMPANY, ("Grantee"),

W I T N E S S E T H:

WHEREAS, by Right of Way Easement dated March 4, 1963, and recorded in the land records of Shelby County, Alabama, in Deed Book 224, beginning at Page 758, Emmie P. Davidson, a widow, ("Grantor"), granted and conveyed to Grantee a right of way and perpetual easement ("Original Grant") for a pipeline across Grantor's property situate in Shelby County, Alabama.

WHEREAS, the Owner is successor to a portion of land of Grantor, and has consented and agreed (as to the said lands or such portions thereof as may be presently owned by Owner) to modify, amend, and supplement said Original Grant in the manner hereinafter set forth:

NOW, Therefore in consideration of the sum of Ten Dollars (\$10.00), in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, it is agreed by and between the Owner and Grantee 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.

2. The additional permanent right of way required is described as being a strip of land twenty (20) feet in width adjacent to and contiguous with the southerly edge of the existing right-of-way across the entire property of owner; the combined right-of-way is hereafter defined as being a total of seventy (70) feet wide and further defined as being thirty-five (35) feet on either side of the first pipeline installed. EXCEPT THAT:

3. Grantee shall have the right to lay an additional pipeline or pipelines within the seventy foot wide right-of-way at any time in the future, and

4. Grantee shall have the right to maintain the right of way clear of trees and unmaintained undergrowth and brush in excess of four feet in height, with the right to side trim the limbs of trees that hang the right of way limits.

EXCEPT as herein modified and amended, the Original Grant first above referred to is hereby ratified and confirmed in all respects.

RETURN RECORDED INSTRUMENT TO:

Robert G. Paine, Legal Assistant

JOHNSTON BARTON PROCTOR SWEDLAW & NAFF

1901 Sixth Avenue North, Suite 2900

Birmingham, Alabama 35203-2618

07/13/1995
11:54 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 12.00

Inst # 1995-18484

IN WITNESS WHEREOF, the Owner and Grantee have hereunder set their hands and seals the day and year first above written.

Witness
Dale D. Kilpatrick
Treasurer

The MailWorks-South, Inc. (Owner)
By: [Signature]
Its President

STATE OF ALABAMA)

Shelby COUNTY)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that B.L. Howard, Jr., whose name as _____ President of The MailWorks-South, Inc., an Alabama 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 said instrument, _____ as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal, this 14th day of JUNE, 1995.

Kim Vaughn
Notary Public
My Commission Expires: 1-6-98

Witness
Gary L. Dancy

Colonial Pipeline Company (Grantee)
By: [Signature]
Its (Vice) President

APPROVED:
Description &
Terms [Signature]
Form [Signature]

STATE OF GEORGIA)

Fulton COUNTY)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that V. A. Yarbrough, whose name as (Vice) President of Colonial Pipeline Company, a Delaware 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 said instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal, this 30th day of June, 1995.

[Signature]
Notary Public
My Commission Expires: 1-11-98

07/13/1995-18484
11:34 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 12.00

Inst # 1995-18484