

**SUPPLEMENTAL RIGHT OF WAY AGREEMENT
[AMENDING ORIGINAL AGREEMENT(S)]**

THIS SUPPLEMENTAL AGREEMENT made this 3rd day of October, 1995, between Tanglewood Corporation, 1109 Townhouse Road, Helena, Alabama 35080, ("OWNER"), AND COLONIAL PIPELINE COMPANY, 945 East Paces Ferry Road, Atlanta, Georgia 30326, a Delaware Corporation, ("GRANTEE") provides:

By Right of Way Easement dated November 15, 1962, and recorded in Deed Book 223, Page 437, of the records of Shelby County, Alabama, ("Original Grant"), Grantor, (Montcreek Land Company), and Right of Way Easement dated May 20, 1971, and recorded in Deed Book 267, Page 834, (additional "Grant"), Grantor, (Montcreek Land Company) has granted and conveyed to Grantee a right of way ("Original Right of Way") and perpetual easement for one (1) pipeline and has granted and conveyed an additional right of way (additional "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 Montcreek Land Company to Tanglewood Corporation dated December 19, 1986, recorded in Deed Book 108 beginning at Page 341, of the records of Shelby County, Alabama) has consented and agreed (as to the said lands or such portions thereof as are described by property plat entitled: "AMBERLEY WOODS 3RD SECTOR 1ST PHASE, Situated in the NE 1/4 of the SW 1/4 of Section 27, Township 20 S, Range 3W, Shelby County, Alabama, Dated August-1995, WHICH PLAT, or three (3) excerpts thereof, is/are attached to and by reference is/are 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 and additional 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 EIGHTY (80) feet in width and extending TWENTY (20) feet from the NORTHERLY side and SIXTY (60) 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.

Colonial Pipeline Co.
P.O. Box 18855
Atlanta, Georgia 31126-0855

10/25/1995-30589
10:43 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 MCD 19.50

WHEREAS, the Owner is in the process of, or will be in the process of constructing a subdivision road entitled, Amberley Woods Cove, 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 31st day of December, 1995.

IN WITNESS WHEREOF, the Owners herein have hereunto set their hands and seals this 3rd day of

October, 1995.

SIGNED, SEALED & DELIVERED
IN THE PRESENCE OF:

TANGLEWOOD CORPORATION

Jack D. Harris (Seal)
Title: President

Witness

Title: _____ (Seal)

(STATE OF ALABAMA)

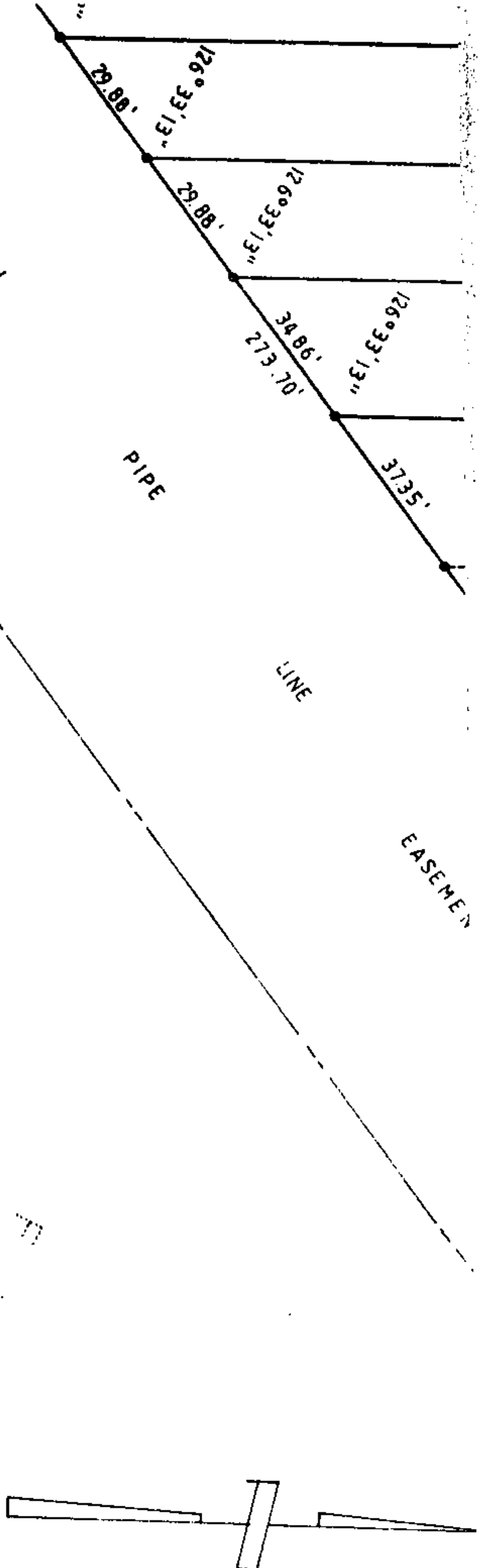
Shelby COUNTY

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Jack D. Harris, whose name as President of TANGLEWOOD CORPORATION, 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, he as such officer and with full authority, executed the same voluntarily for and as the act of said partnership on the day the same bears date.

Given under my hand and official seal, this 3rd day of October, 1995.

Joyce R. Lynn
Notary Public

My Commission Expires:
MY COMMISSION EXPIRES OCTOBER 24, 1998



* COLONIAL

A SUBDIVISION FOR SINGLE FAMILY RESIDENCES

PHASE I

AMBERLEY WOODS 3RD SECTOR

SITUATED IN THE NORTHEAST QUARTER OF SOUTHWEST QUARTER, SECTION 27, TWP. 20 S. 0. R. 3 WEST, SHELBY COUNTY, ALABAMA

SCALE: 1" = 30'

DATE: AUGUST-1995



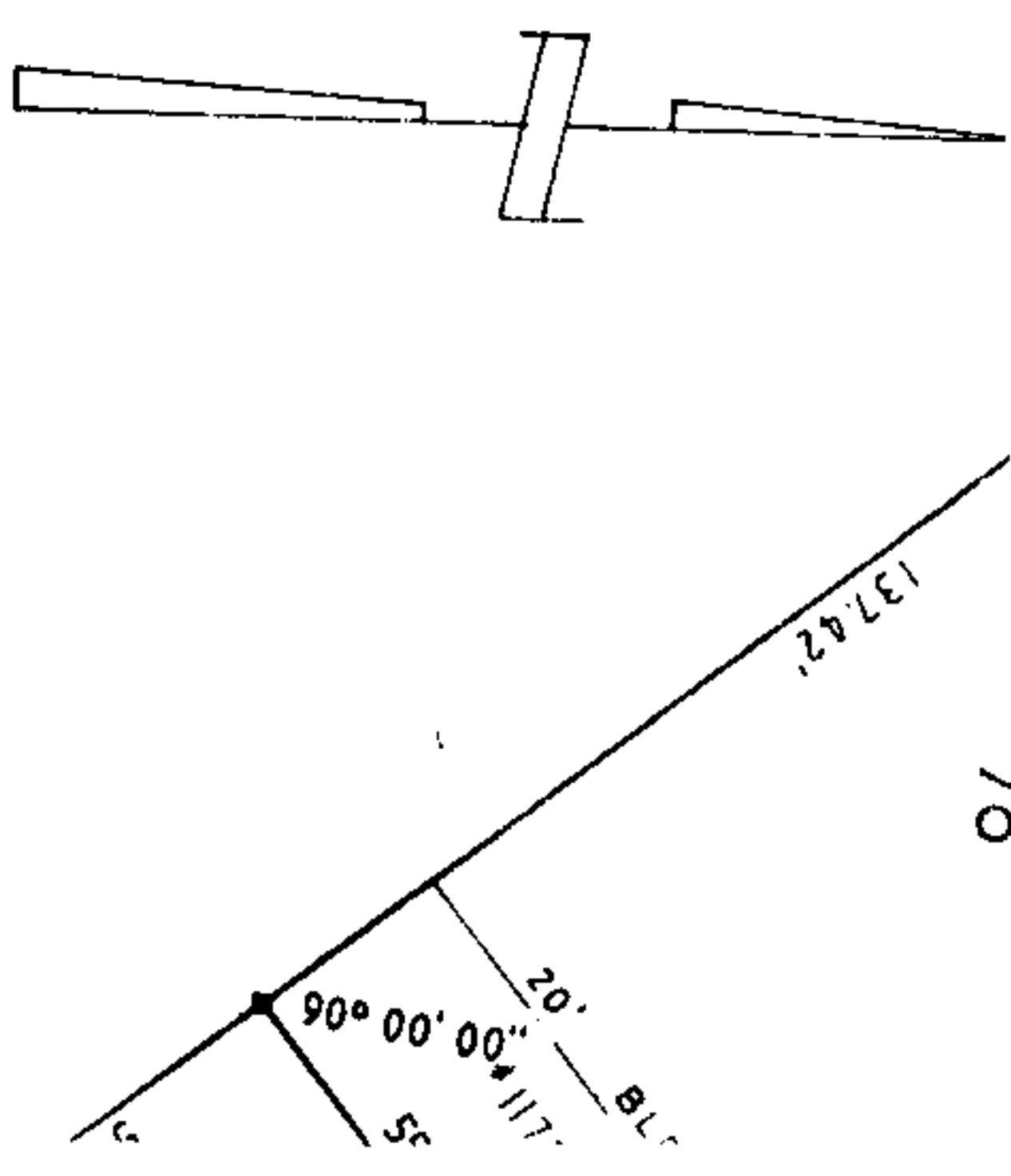
PREPARED BY:

K. B. WEYGAND & ASSOCIATES, P.A.
2233 CAHABA VALLEY DRIVE
BIRMINGHAM, AL 35242
KENNETH B. WEYGAND, REG. P.E. & L.S. AL NO. 11768
TEL: 991-8965

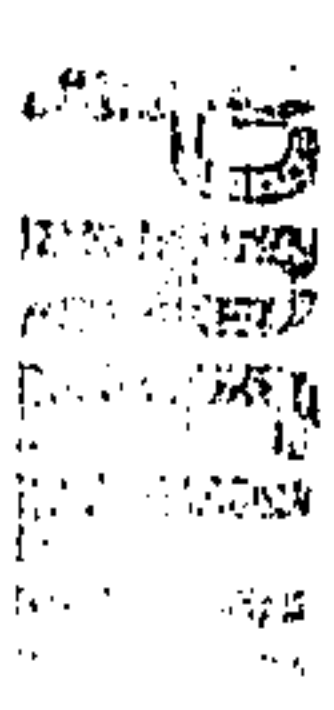
PREPARED FOR:

TANGLEWOOD CORPORATION
1109 TOWNHOUSE ROAD
HELENA, AL 35080
TEL: 664-2445

ALABASTER WATER AND GAS, SEWER AND ZONING JURISDICTION.



DEVELOPMENT



1. AND MAY BE USED FOR SUCH PURPOSES TO
 2. WRITE UPON A SEPARATE SHEET (SEE PAGE 3)
 3. WITH THE PLANNING OFFICE (SEE PAGE 3)
 4. FILED IN THE OFFICE OF THE CLERK OF THE
 5. COURT OF RECORDS TO BE

Date

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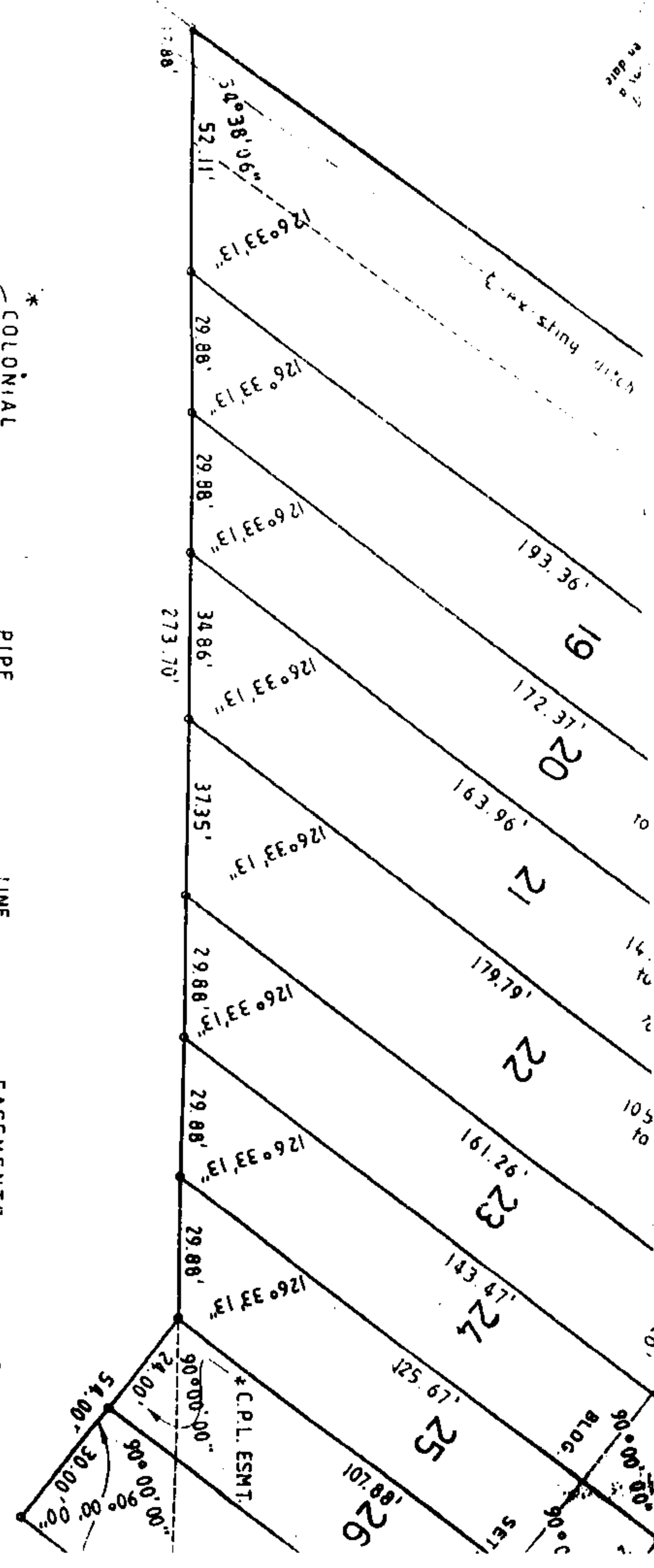
* COLONIAL

PIPE

LINE

EASEMENTS

DEED

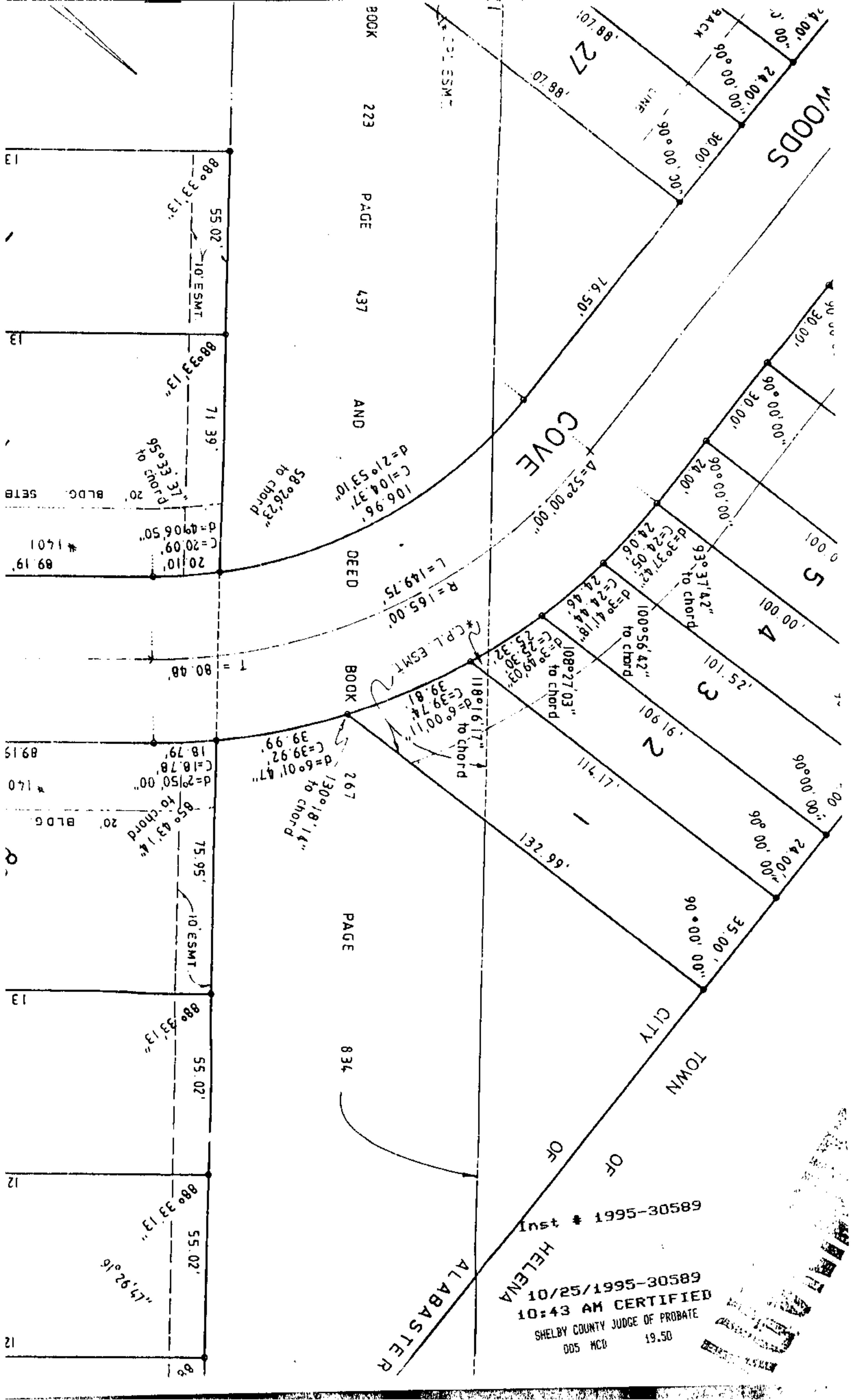


AMBERLEY
 SITUATED IN THE NORTHEAST QUARTER
 SCALE 1"=30'

A SUBDIVISION FOR SINGLE FAMILY
 PHASE
 W

PREP
 K





WOODS

COVE

TOWN CITY

ALABASTER

BOOK

223

PAGE

437

AND

DEED

BOOK

PAGE

834

HELENA
10/25/1995-30589
10:43 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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