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MRS. JUDITH H. ADAMS
REGISTER OF DEEDS
MOORE COUNTY, N.C.
ENCROACHMENT AGREEMENT

TR 27 & 35
Moore County, NC
William O. Moss et ux
NC/Moore R0010

000760

STATE OF NORTH CAROLINA §

COUNTY OF MOORE §

WHEREAS, DIXIE PIPELINE COMPANY, a Delaware corporation, hereinafter called "DIXIE" is the present owner of a right of way and easement acquired from WILLIAM O. MOSS and VIRGINIA W. MOSS, his wife, on August 1, 1961 and recorded in Deed Book 250, Page 384 of the records of the Register of Deed Office for Moore County, North Carolina; and

WHEREAS, on the 25th day of September 1962, Dixie Pipeline Company entered into a Supplemental Right of Way Contract with the aforesaid William O. Moss and Virginia W. Moss, his wife, said Supplemental Right of Way Contract being recorded in Deed Book 260, Page 365, in the office of the Register of Deeds for Moore County, North Carolina; and

WHEREAS, on the 15th day of November 1963, Dixie Pipeline Company entered into a Second Supplemental Right of Way Contract with the aforesaid William O. Moss and Virginia W. Moss, his wife, said Second Supplemental Right of Way Contract being recorded in Deed Book 260, Page 370, in the office of the Register of Deeds for Moore County, North Carolina; and

WHEREAS, on or about the 13th day of May 1991, DIXIE entered into an Encroachment Agreement with TALAMORE PARTNERS LIMITED PARTNERSHIP, hereinafter called "DEVELOPER", which Agreement was recorded in Deed Book 786, Page 39 in the office of the Register of Deeds for Moore County, North Carolina; and

WHEREAS, DIXIE and DEVELOPER desire to amend a portion of the above referenced Encroachment Agreement;

NOW, THEREFORE, for and in consideration of the premises and of the covenants and conditions herein contained, the parties hereto do hereby agree as follows:

Covenant 1 of the Encroachment Agreement of May 13, 1991, and recorded in Deed Book 786, Page 39 in the office of the Register of Deeds for Moore County, North Carolina is hereby deleted and replaced by the following:

"DEVELOPER agrees that it will not erect, construct, place, or permit the erection, placement of, construction of any houses, garages, buildings, structures, fixtures, patios, fences, engineering works or other items or obstructions of any kind whatsoever within 50 feet of DIXIE's pipeline without DIXIE's express written consent. DEVELOPER agrees to add fill dirt or top soil, as needed, to obtain a minimum of 48 inches of cover over DIXIE's right of way throughout the whole

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\$19.00ppd.

Return to: Dixie Pipeline Company
Property Taxes, Real Estate & Claims
P. O. Box 1957
Houston, Texas 77251-1957

subdivision. Where DIXIE's express written permission to construct within 50 feet of DIXIE's pipeline is granted, DEVELOPER shall add additional fill over DIXIE's pipeline to obtain a minimum of 60 inches of cover. The 60 inch cover requirement shall extend from 100 feet on either side of where the construction enters and exits the 50 foot restricted area."

It is expressly agreed that the Encroachment Agreement executed May 13, 1991 and recorded in Deed Book 786, Page 39 in the office of the Register of Deeds for Moore County, North Carolina, except as herein amended, shall remain in full force and effect.

AGREED to this 3rd day of December, 1997.

WITNESSES:

TALAMORE PARTNERS LIMITED PARTNERSHIP

Barbara Jane Davis
Notary Public

By: Talamore Acquisition Corp
Sole General Partner
By: Robert P. Heinz
Title: President

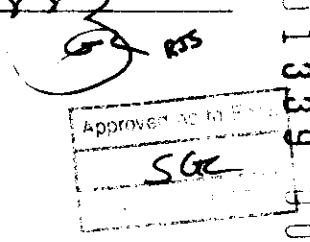


WITNESSES:

DIXIE PIPELINE COMPANY

Margaret R. Stewart
Deborah N. Sires

By: G. J. Heinz
President



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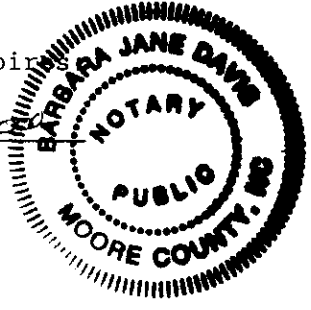
STATE OF NORTH CAROLINA §
COUNTY OF MOORE §

BEFORE ME, Barbara Jane Davis, the undersigned authority, on this day personally appeared Robert P. Heinz, Jr, known to me to be the person whose name is subscribed to the foregoing instrument as President of Talamore Acquisition Corp, General Partner of TALAMORE PARTNERS LIMITED PARTNERSHIP, a partnership, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN under my hand and seal of office this 3rd day of December, 1997.

Barbara Jane Davis
Notary Public in and for
the State of North Carolina

My Commission Expires
May 23, 2000



STATE OF OKLAHOMA §

COUNTY OF WASHINGTON §

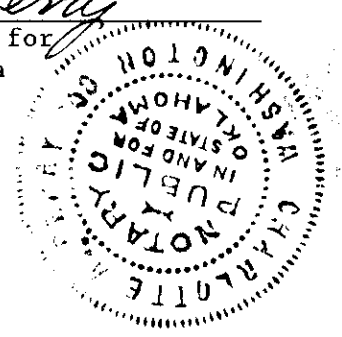
BEFORE ME, Charlotte A. Perry, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared G. J. Heinz, known to me to be the person whose name is subscribed to the foregoing instrument as President of DIXIE PIPELINE COMPANY, a corporation, and acknowledged to me that he subscribed the name of DIXIE PIPELINE COMPANY thereto as principal and his own name in the capacity stated above and that the said DIXIE PIPELINE COMPANY executed said instrument by and through him for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 29th day of December, 1997.

Charlotte A. Perry
Notary Public in and for
the State of Oklahoma

My Commission Expires:

September 18, 2000



NORTH CAROLINA-MOORE COUNTY
The foregoing certificate(s) Barbara Jane Davis &
Charlotte A. Perry a Notary/Notaries Public
is/are certified to be correct.
This 20th day of January 1998
JUDITH M. ADAMS, REGISTER OF DEEDS
Judy O. Martin ASSISTANT/DEPUTY

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