

ADDENDUM TO
RIGHT OF WAY EASEMENT
BETWEEN COLONIAL PIPELINE
COMPANY AND RALPH D. SANDERSON, SR.

19790328000037330 3/4 \$.00
Shelby Cnty Judge of Probate, AL
03/28/1979 12:00:00AM FILED/CERT

Notwithstanding any provision to the contrary contained hereinabove (in the Right of Way Easement), the parties hereto agree as follows:

1. Grantor reserves the right to use and enjoy the right of way to the fullest extent possible except for such use as may unreasonably interfere with the exercise by grantee of the rights granted herein, including, without limitation:

(a) The right to fence the whole or any part of the boundaries of the right of way, and the right to build fences crossing the right of way;

(b) The right to place along, across, and over any portion of the right of way roads, bridges, streets, sidewalks, passageways, electric light and power lines, water lines, sewer lines, gas lines, telephone poles and telephone lines, and other utilities as grantor may desire in connection with development or improvement of his property. If any utility line is placed parallel to such right of way, however, such line shall not be placed directly over any pipeline therein. OR BRIDGE

2. Grantee shall have the right of ingress and egress to and from the right of way, such ingress and egress to be limited to such right of way itself and to existing public roads, if any, on or adjacent to the premises. All activities of grantee on the premises shall be limited to the right of way herein granted.

3. Grantee agrees to bury the pipeline constructed on the right of way at a depth of at least ~~30~~ FOUR feet. Provided, that such pipeline may be constructed above ground only at such point as it crosses the creek passing through the premises. (4)

4. After installation, maintenance or repair of any pipeline on the right of way, grantee shall remove all pipe and other property placed on the premises by or for grantee, fill and level all ditches, ruts and depressions caused by construction, repair, maintenance, or removal operations, remove all debris resulting therefrom, remove all stakes and posts that grantee may have put into the ground, restore the surfaces of the right of way as near to its original condition as possible, and to repair, reconstruct or restore any road, bridge, fence, or other improvement or utility now upon or hereafter constructed upon the right of way, all within a reasonable time after the installation, repair or maintenance of such pipeline. If grantee fails to do so, grantor may do so at grantee's risk and expense, and grantee agrees to reimburse grantor for the cost of such removal and restoration operations.

5. Grantee agrees that no drips or valves shall be placed on any pipeline passing through the right of way, and that no surface installation, fence, or other structure of any nature shall be placed on any part of the pipeline right of way.

GRANTOR
GRANTEE

6. Grantee shall be fully liable for all injuries to persons or damage to property (including any road, bridge, fence, or other improvement or utility now on or hereafter constructed upon the right of way), resulting from the construction, repair, maintenance, or operation of its pipeline over and across the right of way, or resulting in any manner from the exercise by grantee of any of its rights hereunder.

7. Grantee agrees to indemnify grantor against all claims, suits, costs, losses and expenses that may in any manner result from or arise out of the laying, maintenance, renewal, repair, use, or existence of any pipeline constructed pursuant to this instrument, or the exercise by grantee of any of its rights hereunder, including without limitation, attorneys fees and court costs (including those resulting from any appeals), *EXCEPT FOR DAMAGES THAT RESULT FROM NEGLIGENCE OF GRANTOR.*

8. Grantee agree to adhere to and comply with all rules, regulations and laws of all applicable governments, including county, city, state and federal, or any agencies of such governments, now in effect or subsequently passed or adopted during the term of this lease, (including without limitation, those related to nuisance), and hereby agrees to indemnify and hold harmless grantor from all liability whatsoever brought about by failure to comply with said rules, regulations and laws.

9. It is understood that grantee is permitted to use, as temporary workspace, an area 20 feet Easterly and 40 feet Westerly of the center line of the right of way herein granted, and an additional 90 feet x 200 feet space at the L & N Railroad and the creek crossing (the 200 feet being parallel with the right of way herein granted and the 90 feet being adjacent to and westerly of the centerline of the right of way herein granted), such permission to cease once the pipeline is constructed, or October 15, 1979, whichever date earlier occurs, such permission, use, and all activities connected therewith being subject to all the provisions contained elsewhere in this agreement.

SHelby COUNTY, ALABAMA

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Rec'd Tax - 750

Rec. 600

Deb. 100

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