

RIGHT OF WAY EASEMENT

115A-

FOR AND IN CONSIDERATION OF \$ 7,358.75 DOLLARS,

the receipt of which is hereby acknowledged, RALPH D. SANDERSON, SR.

hereinafter referred to as Grantors (which is one or more), do hereby grant and convey unto COLONIAL PIPELINE COMPANY, a Delaware corporation, its successors and assigns, hereinafter referred to as Grantee, an easement for a pipe line right of way with the right to construct, maintain, inspect, operate, protect, replace, repair, change the size of, and remove a pipe line for the transportation of liquids and/or gases, ~~under and over the strip of land described below, and~~ ^{AND Lying over and upon the strip of land described below, and} said right of way being

~~thirty (30) feet in width, and extending~~ ^{thirty (30) feet in width} ~~along the line of the~~ ^{along the line of the} ~~first pipe line installed~~ ^{first pipe line installed} ~~on said strip of land.~~ ^{on said strip of land.} Grantors warrant they are the owners in fee simple

situated in CITY OF HELENA, SHELBY County, State of ALABAMA, to-wit:

A STRIP OF LAND THIRTY (30) FEET WIDE, LYING IN THAT PORTION OF THE SE^{1/4} OF NE^{1/4} AND SW^{1/4} OF NW^{1/4} E^{1/2} NORTH OF THE L&N RAILROAD RIGHT OF WAY AND SOUTH OF BUCK CREEK, AND IN THAT PORTION OF THE SE^{1/4} OF THE NW^{1/4} LYING NORTH OF THE HELENA-ROTON ROAD, ALL IN SECTION 15, TOWNSHIP 20 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, SAID THIRTY (30)-FOOT STRIP OF LAND BEING PARALLEL WITH AND CONTIGUOUS TO THE WESTERLY RIGHT OF WAY LINE OF THE PLANTATION PIPE LINE COMPANY PIPELINE EASEMENT HERETOFORE CONVEYED OVER SAID LANDS, SAID THIRTY (30)-FOOT STRIP OF LAND BEING DESCRIBED HERINAFTER AS THE "RIGHT OF WAY"

together with the right of unimpaired access to said pipe line and the right of ingress and egress, over, and through ~~the~~ ^{SAID RIGHT} ~~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.

Grantors covenant and agree that they will not impound ^{water} or construct buildings or structures ^{of any type whatsoever} on the above described right of way strip. This shall be a covenant running with the land and shall be binding on Grantors, 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, fences, buildings, or other structures directly caused by Grantee exercising any rights herein granted; provided, however, after the first pipe line 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, ~~structures,~~ ^{AND} ~~in the exercise of its rights~~ granted herein.

Any pipe line constructed 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 Grantors' use of said land for normal cultivation required for the planting and tending of crops; except that Grantee, at its option, may construct its pipe line above the channel of any natural or man-made stream, ~~runway, ditch,~~ or other watercourse.

~~As a part of the consideration hereinabove set forth, Grantors hereby grant unto said Grantee, its successors and assigns, the right at any time to construct, operate, and maintain an additional pipe line or pipe lines substantially parallel to the first pipe line constructed by Grantee on Grantors' land, above described and Grantee agrees to pay Grantors the sum of \$ _____ per rod for each additional pipe line constructed, said payment to be made before construction commences. Said additional pipe line or pipe lines shall be subject to the same terms, 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 Grantors, or any one of them, or by depositing such payment to the credit of said Grantors, or any one of them in the _____ Bank of _____ ~~and payment so made shall be deemed and considered as payment to each of said Grantors.~~

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, easements, estates, and privileges unto the said Grantee, its successors and assigns, so long as said right of way and easements are used for the purposes granted herein.

^{1/2} MORE WATER THAN MAY BE IMPROUNDED BY EXISTING DAM NOW OR HEREAFTER

^{2/2} IN THE NATURE OF A BUILDING

FOR ADDITIONAL TERMS, CONDITIONS, AND AGREEMENTS, SEE ADDENDUM

ATTACHED HERETO AND EXPRESSLY INCORPORATED HEREIN.

IN WITNESS WHEREOF, the Grantors herein have hereunto set their hands and seals this _____ day of _____ 19____

GRANTEE: COLONIAL PIPELINE COMPANY, INC. (Seal)

Sign, sealed, and delivered in the presence of: _____ (Seal)

Grantors: _____ (Seal)



19790328000037330 1/4 \$.00
Shelby Cnty Judge of Probate, AL
03/28/1979 12:00:00AM FILED/CERT

709 018 007

ACKNOWLEDGMENT

STATE OF ALABAMA }
COUNTY OF JEFFERSON } SS

I, the undersigned authority, in and for said County, in said State, hereby certify that RALPH D. SANDERSON, SR

whose name 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 the instrument,

HE executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 22^d day of MARCH, 1979

[Signature]
Notary Public

019 0000

ACKNOWLEDGMENT

STATE OF ALABAMA }
COUNTY OF JEFFERSON } SS

I, the undersigned authority, in and for said County, in said State, hereby certify that WILLIAM E. LENZ

AGENT OF COLONIAL PIPELINE CO., INC.

whose name AS signed to the foregoing instrument

and who IS known to me, acknowledged before me on this day that, being informed of the contents of the instrument,

HE, AS SUCH OFFICER AND WITH FULL AUTHORITY executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 22^d day of MARCH, 1979

[Signature]
Notary Public

ACKNOWLEDGMENT

STATE OF ALABAMA }
COUNTY OF _____ } SS

I, the undersigned authority, in and for said County, in said State, hereby certify that _____

whose name _____ signed to the foregoing instrument

and who _____ known to me, acknowledged before me on this day that, being informed of the contents of the instrument,

_____ executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the _____ day of _____, 19____

Notary Public

Sticks	Line No.	FROM	TO	COLONIAL PIPELINE COMPANY	Line	Length	Rods



19790328000037330 2/4 \$.00
Shelby Cnty Judge of Probate, AL
03/28/1979 12:00:00AM FILED/CERT



19790328000037330 3/4 \$.00
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ADDENDUM TO
RIGHT OF WAY EASEMENT
BETWEEN COLONIAL PIPELINE
COMPANY AND RALPH D. SANDERSON, SR.

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 OR BRIDGE to such right of way, however, such line shall not be placed directly over any pipeline therein.

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 ~~six~~ 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

BOOK 318 PAGE 089

Blue Book

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.

[Handwritten signature]

6611100
STC
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SHELBY COUNTY SHELBY CO.
SHELBY COUNTY, TENN.

MAR 28 PM 1:23

Rec'd tax - 750
Dec. 600
Sub. 100

1450

[Handwritten signature]
SHELBY COUNTY



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

GRANTOR

GRANTEE

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