

AGREEMENT FOR PIPE LINE FOR NATURAL OR L. P. GAS

THIS AGREEMENT, Made this 1st day of June, 1973, by and between the SEABOARD COAST LINE RAILROAD COMPANY, hereinafter referred to as Licensor, and ALABAMA GAS CORPORATION, an Alabama corporation,

hereinafter referred to (severally, if more than one) as Licensee,

WITNESSETH: That Licensor, for and in consideration of the rents or sums of money hereinafter agreed to be paid by Licensee, and of the covenants and agreements hereinafter made and contained on the part of Licensee to be kept and performed, hereby grants unto Licensee the right or license to install and maintain, for the purpose of conducting gas not to exceed a maximum operating pressure of 350 PSI, a line of 2-inch steel pipe across the right of way and under tracks of Licensor at or near Pelham, Alabama, at a point 632 feet southwestwardly measured along the center line of Licensor's main track from Mile Post ANJ-960; as shown in green on print of Licensee's drawing dated April 19, 1973, attached hereto and made a part hereof; said right of way being as indicated on said print.

1973090600050290 1/4 \$.00
Shelby Cnty Judge of Probate, AL
09/06/1973 12:00:00 AM FILED/CERT

And Licensee hereby covenants and agrees in consideration thereof:

1. Effective June 1, 1973, Licensee will yield and pay unto Licensor the annual rent or sum of Twenty Five..... Dollars (\$25.00) payable at the beginning of each and every year or fractional part thereof during the continuance of this agreement.

2. Licensee shall install and maintain said pipe at Licensee's expense in a manner satisfactory to the Division Engineer of Licensor and so as not to interfere with pipe or other structures now in place. In the event said pipe shall require repair or renewal, Licensee shall make such repair or renewal at Licensee's expense; and upon the failure of Licensee so to do, the said Division Engineer of Licensor shall give written notice to Licensee, and upon the failure of Licensee to make repair or renewal within thirty days after such notice, Licensor may make all necessary repair or renewal at the cost of Licensee, which cost Licensee hereby agrees to pay on demand.

3. Licensee shall install and maintain, above ground and in a manner and at such locations as may be designated by said Engineer of Licensor, markers to plainly indicate the location, depth at which installed and ownership of said pipe. Licensee will, at Licensee's expense, at any time, upon thirty days' written notice given by Licensor, change and alter the location of said pipe to conform to any changes or improvements that may be made by Licensor in its tracks or roadway at said location, or to permit the utilization of Licensor's right of way, or other lands, for the construction of tracks, buildings or other structures.

4. Licensor shall not be responsible in any manner for loss of or damage to said pipe and the contents thereof from any cause whatsoever; and Licensee shall and does hereby assume, and agrees to indemnify and hold harmless Licensor, its successors and assigns, from and against all loss, costs, expenses, including attorneys' fees, claims, suits and judgments whatsoever in connection with injury to or death of any person or persons or loss of or damage to property caused by or in any way connected with the installation, maintenance, use or presence of said pipe and appurtenances on said premises, howsoever caused, and whether resulting from negligence of said Licensor, its agents or otherwise.

THIS AGREEMENT IS MADE THIS 6TH DAY OF SEPTEMBER 1973 BY AND BETWEEN THE SEABOARD COAST LINE RAILROAD COMPANY, a corporation organized and existing under the laws of the State of Alabama, and the ALABAMA GAS CORPORATION, a corporation organized and existing under the laws of the State of Alabama.

WITNESSETH that the parties hereto have executed this agreement in duplicate the day and year first above written.



19730906000050290 2/4 \$.00
Shelby Cnty Judge of Probate, AL
09/06/1973 12:00:00 AM FILED/CERT

RECEIVED ON 9/6/73

REC'D 9/6/73 12:00 PM
10/1/73

Revised Aug., 1971—Sheet 2

5. Licensee will not use said pipe for any other purpose than that specified herein, and will not assign this agreement or suffer or permit any other person or corporation to use said pipe without the consent in writing of Licensor.
6. It is further understood and agreed that if at any time Licensee fails to comply with each and every covenant contained herein and/or fails to use said line of pipe for the purpose herein set out during any consecutive period of six months after said line of pipe has been installed, then and in either event Licensee will, within thirty days after receipt from Licensor of written notice so to do and regardless of rental (if provided herein) having been paid in advance for any annual, semi-annual or other period, remove said pipe from the premises of Licensor and restore said premises to a condition satisfactory to the said Division Engineer, or other proper officer of Licensor, and that in the event of failure of Licensee so to do, Licensor may remove said pipe and restore said premises at the cost and expense of Licensee, which cost and expense Licensee hereby agrees to pay Licensor on demand.
7. Licensee will pay to Licensor, on bills rendered by Licensor, the full amount of all cost and expense which may be incurred by Licensor in protecting its track or tracks and maintaining traffic thereover by driving piling or by other means while said pipe is being installed thereunder, or during any repair, renewal, relocation or removal of said pipe.
8. In the event Licensee provides and installs, either simultaneously with the installation of said line of pipe described herein or at a later date upon receipt of authority from Licensor so to do, electrically actuated cathodic or other protective equipment for said pipe, Licensee will submit plans and operating frequency, voltage, and current values of such protective system to Licensor for its approval prior to placing such system in service. Licensee will cooperate with Licensor in conducting such tests as Licensor may deem necessary to determine if such protective system adversely affects any of Licensor's communication, signal, or other facilities. If Licensor's facilities are affected to the extent Licensor deems remedial procedures necessary, Licensee will, at its expense, provide the necessary equipment and effect the necessary changes in Licensee's facilities to bring such interference within levels tolerable to Licensor, and will bear all expense for related changes in or additions to Licensor's facilities.
9. It is expressly understood and agreed that Licensee shall be prohibited, incident to the installation and/or maintenance of said pipe on Licensor's property, from using explosives of any type without the express written consent of Licensor; in the event such consent is extended, a representative will be assigned by Licensor to protect Licensor's interests and Licensee, in addition to all other costs to be borne by Licensee as herein set forth, shall reimburse Licensor for the entire cost and expense of furnishing said representative.
10. The portion of said pipeline under said tracks and roadbeds thereof shall be encased by and at the expense of Licensee in a 6-inch steel pipe conduit, sealed and vented at each end, and placed at a minimum depth of 66 inches below the base of rail of said tracks, or not less than 36 inches below the bottom of Licensor's roadbed ditches, or not less than 36 inches below ground surface - whichever depth may be the lower - measurements being to the top of said conduit.
11. Licensee agrees to pay to Licensor, in addition to all other considerations mentioned herein, the sum of Thirty Dollars (\$30.00) to partially reimburse said Licensor for the costs of survey and other handling necessary to the making of this agreement.

NOTE: The following changes were made in this agreement prior to the execution thereof:

Articles 10 and 11: Added.
Sheet 3: Typed.

IN WITNESS WHEREOF the parties hereto have executed this agreement in duplicate the day and year first above written.

Witnesses for Licensor:

SEABOARD COAST LINE RAILROAD COMPANY

By (L.S.)
D. C. Hastings, Vice President-Operations

ALABAMA GAS CORPORATION

BOOK 282 PAGE 457

Witnesses for Licensee:

Christine H. Weaver

Nora E. Hardiman

ALABAMA GAS CORPORATION

By Charles B. Gamble, Jr. (L.S.)
Executive Vice President

APPROVED AS TO FORM:

E. Duncan Hamilton
ATTORNEY

19730906000050290 3/4 \$.00
Shelby Cnty Judge of Probate, AL
09/06/1973 12:00:00 AM FILED/CERT

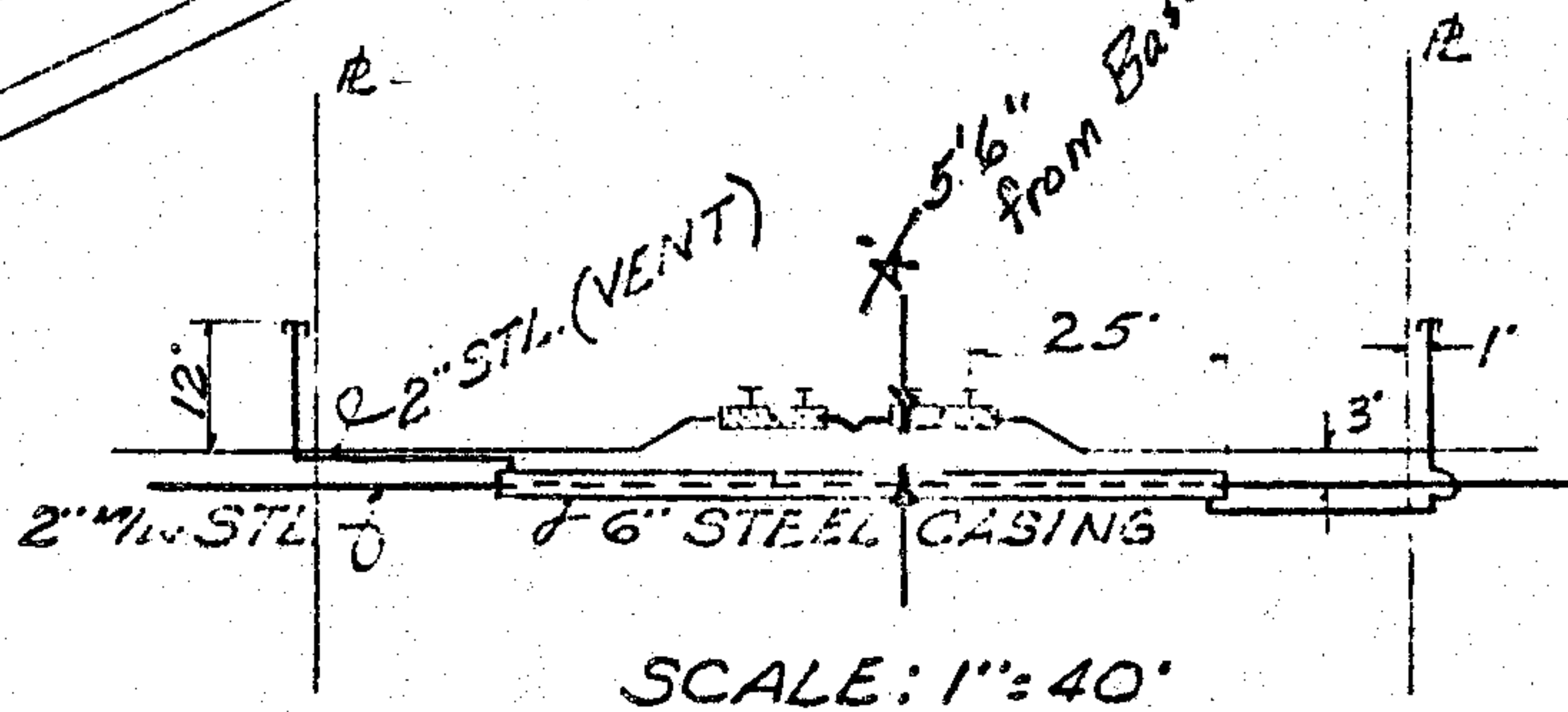
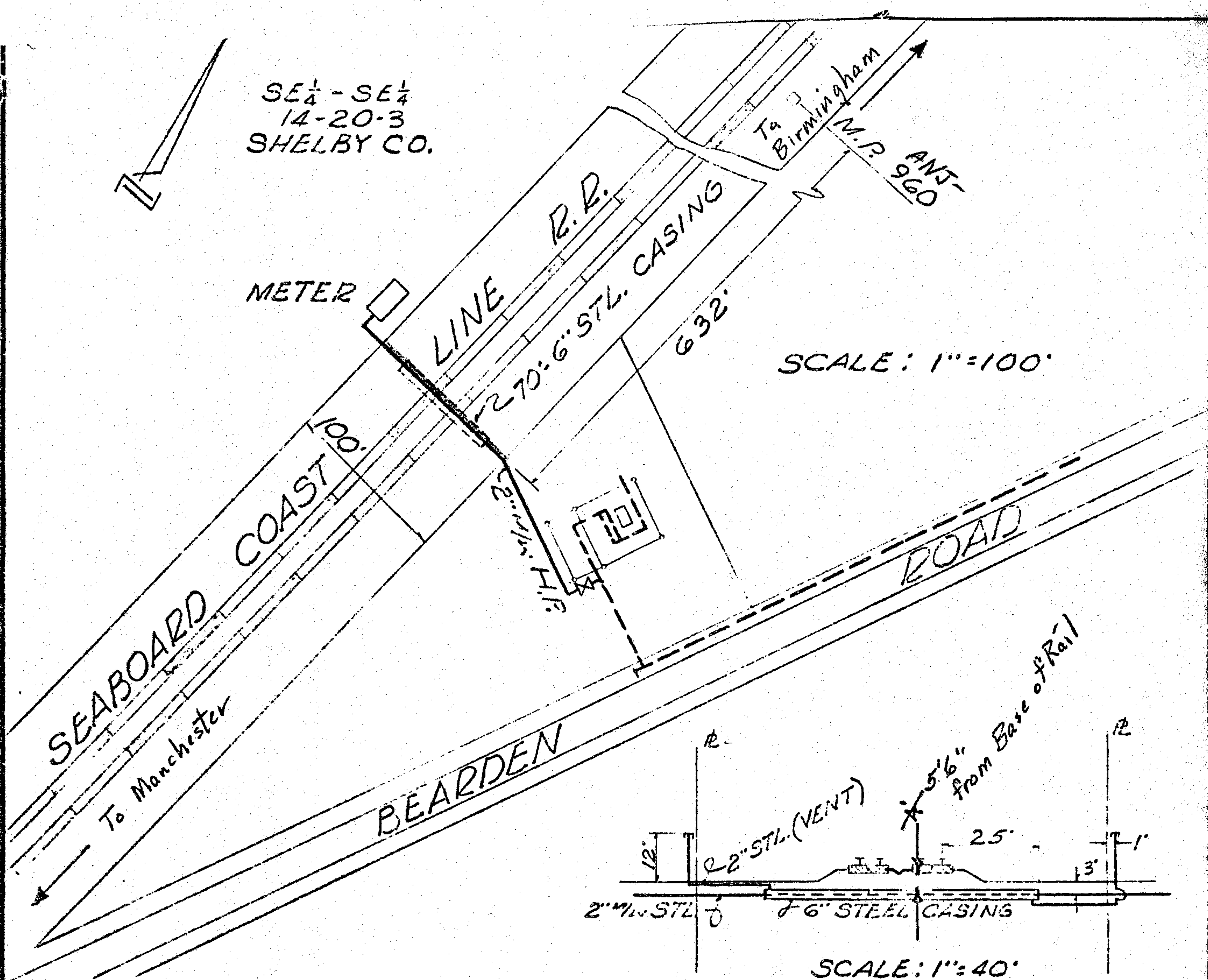
BOOK 282 PAGE 458

APPROVED AS TO ENGINEERING

DB Shelby
CHIEF ENGINEER
ALABAMA GAS CORPORATION



19730906000050290 4/4 \$.00
Shelby Cnty Judge of Probate, AL
09/06/1973 12:00:00 AM FILED/CERT



1. Working Pressure, PSIG
2. Classification of Pipe
3. Wall Thickness, Inches
4. Weight per Foot, Pounds
5. Tensile Strength of Pipe, lbs/in²
6. Yield Strength of Pipe, lbs/in²
7. Method of Joining Pipe
8. Test Pressure Psig

2" Casing	6" Casing
350	
API-5L	API-5L
.154	.188
3.65	6.64
60,000	60,000
25,000	35,000
WELD	WELD
525	

U.C. FILE NUMBER OR
REC. BK. & PAGE AS SHOWN ABOVE

1973 SEP -6 PM 2:27

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

ALABAMA GAS CORPORATION

LOCATION & MAIN DATA

IDENTIFICATION NO.

SCALE NOTED DRAWN BY TODD

R.R. CROSSING PERMIT

PLANT B-401 DATE 4-19-73

PROPOSED (COMPLETED) MAIN

SHELBY COUNTY, ALA.

SKETCH OF PROPOSED WORK

EXISTING MAINS

COMPLETED