

STATE OF ALABAMA)
) QUITCLAIM DEED
COUNTY OF SHELBY)

KNOW YE ALL MEN BY THESE PRESENTS, that for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid to the undersigned, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the terms of that certain Agreement, dated June 4, 1979, between SOUTHERN NATURAL GAS COMPANY (hereinafter styled "Grantor") and ALABAMA GAS CORPORATION (hereinafter styled "Grantee"), Grantor hereby remises, releases, quitclaims, grants, sells, and conveys to Grantee all of the right, title, interest and claim that Grantor may possess in and to the following described real property, situated in Shelby County, Alabama, to-wit:

(1) That certain parcel of land on which Grantor's Pelham Meter Station is presently located, said land being described as follows:

A part of the southeast quarter (SE1/4) of the southeast quarter (SE1/4) of Section 14, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Commence at the southeast corner of said Section 14, Township 20 South, Range 3 West and run in a westerly direction along the south line of said section for a distance of 201.98 feet; thence turn an angle to the right of 62 degrees 35 minutes and in a northwesterly direction along the center line of Atlantic Coastline Railroad for a distance of 948.04 feet; thence turn an angle to the right of 110 degrees 35 minutes and in a northeasterly direction for a distance of 53.41 feet to the point of beginning; from point of beginning thus obtained, thence continue along last described course for a distance of 180.88 feet to a point on the westerly right-of-way line of the Montevallo to Ashville Road; thence turn an angle to the right of 90 degrees and in a southerly direction along the westerly right-of-way line of said Montevallo to Ashville Road for a distance of 481.65 feet to its intersection with the northeasterly right-of-way line of Atlantic Coastline Railroad; thence turn an angle to the right of 159 degrees 25 minutes and in a northwesterly direction along northeasterly right-of-way line of the Atlantic Coastline Railroad for a distance of 514.49 feet to the point of beginning, said parcel containing approximately 1 acre; being all the interest in the said parcel acquired by Grantor in that certain conveyance from James Talcott, Inc., dated December 10, 1970, as recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Deed Book 267 at Page 170, a copy of which is attached hereto as "Attachment A".

BOOK 331 PAGE 421

2001 Dec 10 *Land Talcott Inc*

(2) The easements and rights-of-way for Grantor's Pelham Pipeline and appurtenances thereto, running approximately 14,124 feet from Grantor's Mile Post 23.742 on its Bessemer-Calera Line in the northwest quarter (NW1/4) of the northwest quarter (NW1/4) of Section 27, Township 20 South, Range 3 West, Shelby County, Alabama, to Grantor's Pelham Meter Station Site described hereinabove; being all the interest in the said easements and rights-of-way acquired by Grantor in the following conveyances:

(a) That conveyance dated September 5, 1950, from Dixie Lime and Rock Wool Company, Inc., V. B. Currie, and E. R. Currie recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Deed Book 142, at Page 545, a copy of which is attached hereto as "Attachment B."

(b) That conveyance dated November 25, 1970, from Southern Cement Company Division of Martin Marietta Corporation, recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Deed Book 267, at Page 167, a copy of which is attached hereto as "Attachment C."

(c) That conveyance dated December 10, 1970, from James Talcott, Inc., recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Deed Book 267, at Page 172, a copy of which is attached hereto as "Attachment D."

(d) That conveyance dated December 15, 1970, from Seaboard Coast Line Railroad Company to Alabama Gas Corporation, a copy of which is attached hereto as "Attachment E," which said interests was assigned to Grantor as per that conveyance dated March 14, 1972, a copy of which is attached hereto as "Attachment F."

TO HAVE AND TO HOLD to said Grantee and its successors and assigns forever.

IN WITNESS WHEREOF, the said Grantor by its Senior Vice President, William E. Matthews, IV, who is authorized to execute this Quitclaim Deed, has hereto set its signature and seal, on this 20 day of February, 1981.

SOUTHERN NATURAL GAS COMPANY

BY W. E. Matthews IV
William E. Matthews, IV
Senior Vice President

ATTEST:

W. A. Major, Jr.
William A. Major, Jr.
Assistant Secretary

GUS
LE
JSD
JMR
RTH
Am

BOOK 331 PAGE 422

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

ACKNOWLEDGMENT

I, Lynd M. Beckham, a Notary Public
in and for said county, in said state, hereby certify
that William E. Matthews, IV, whose name as Senior Vice
President of Southern Natural Gas Company, a corporation,
is signed to the foregoing Quitclaim Deed, and who is known
to me, acknowledged before me this day that, being informed
of the contents of the Quitclaim Deed, he, as such officer
and with full authority, executed the same voluntarily for
and as the act of said corporation.

Given under my hand and official seal this 19th day
of February, 1981.

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Lynd M. Beckham
Notary Public

(Name) James A. King, Attorney

(Address) 2212 3rd Avenue North, Birmingham, Alabama

Form 1-1-6 Rev. 1-66

CORPORATION FORM WARRANTY DEED—LAWYERS TITLE INS. CORP., BIRMINGHAM, ALABAMA

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Twenty-five Hundred & No/100 (\$2,500.00)-----DOLLARS,

to the undersigned grantor, James Talcott, Inc., a corporation,
in hand paid by Southern Natural Gas Company

the receipt of which is hereby acknowledged, the said James Talcott, Inc.

does by these presents, grant, bargain, sell and convey unto the said Southern Natural Gas Company, its successors and assigns,

the following described real estate, situated in Shelby County, Alabama

A part of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 14, Township 20 South, Range 3 West more particularly described as follows: Commence at the SE corner of said Section 14, Township 20, Range 3 West and run in a westerly direction along the South line of said section for a distance of 201.98 feet; thence turn an angle to the right of 62 degrees 35 minutes and in a Northwesterly direction along the center line of Atlantic Coastline Railroad for a distance of 948.04 feet; thence turn an angle to the right of 110 degrees 35 minutes and in a Northeasterly direction for a distance of 53.41 feet to the point of beginning; from point of beginning thus obtained, thence continue along last described course for a distance of 180.88 feet to a point on the Westerly right-of-way line of the Montevallo to Ashville Road; thence turn an angle to the right of 90 degrees and in a Southerly direction along the Westerly right-of-way line of said Montevallo to Ashville Road for a distance of 481.65 feet to its intersection with the Northeasterly right-of-way line of Atlantic Coastline Railroad; thence turn an angle to the right of 159 degrees 25 minutes and in a Northwesterly direction along the Northeasterly right-of-way line of the Atlantic Coastline Railroad for a distance of 514.49 feet to the point of beginning. Said parcel containing 1 acre.

TO HAVE AND TO HOLD, To the said Southern Natural Gas Company

its successors heirs and assigns forever.

And said James Talcott, Inc. does for itself, its successors and assigns, covenant with said Southern Natural Gas Company, its

successors heirs and assigns, that it is lawfully seized in fee simple of said premises, that they are free from all encumbrances, that it has a good right to sell and convey the same as aforesaid, and that it will, and its successors and assigns shall, warrant and defend the same to the said Southern Natural Gas Company, its successors heirs, executors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said James Talcott, Inc. by its

Vice President, R. V. Keller, who is authorized to execute this conveyance,

has hereto set its signature and seal, this the 10th day of December, 19 70.

ATTEST:

JAMES TALCOTT, INC.

[Signature]
Assistant Secretary

By [Signature]
President

STATE OF New York
COUNTY OF New York

I, Eva Rothchild a Notary Public in and for said County, in said State, hereby certify that R.V. Keller whose name as Vice President of James Talcott, Inc. a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 11 day of December, 19 70.

EVA ROTHCHILD
Notary Public State of New York
No. [Redacted] New York County
Certificate filed in New York County
Eva Rothchild
Notary Public

SE 1/4 - 9TH
W. 14, TWP 20S, R. 3 WEST

PARCEL 1
1 Acre

MONTVALLO TO ASHVILLE ROAD

ACL
R.R.

Subdivision of
Sec. 14, Twp. 20S, R. 3W
Range 3 N. 20E

Area 2.50

7

18583
96°
100
94.53
20°35'

50145

20°35'

100

STATE OF ALABAMA)

SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of FIVE HUNDRED DOLLARS (\$500.00) cash, and other valuable considerations in hand paid to DIXIE LIME AND ROCK WOOL COMPANY, INC., a corporation under the laws of Alabama, and V. B. CURRIE (hereinafter called grantors), by SOUTHERN NATURAL GAS COMPANY, a Delaware corporation (hereinafter called grantee), the receipt whereof is hereby acknowledged, the said grantors and Evalyn R. Currie, the wife of V. B. Currie, do hereby grant, bargain, sell and convey, transfer, assign and set over unto grantee the following described real and personal property located in Shelby County, Alabama, viz:

That certain four (4) inch pipe line (together with all gates, valves and other equipment and appurtenances attached to, made a part thereof, or thereunto appertaining) running from that certain pipe line owned by grantee known as grantee's Calera Branch, to a point on the property of grantor, Dixie Lime and Rock Wool Company, Inc. in Section 14, Township 20 South, Range 3 West, which pipe line is described with more particularity as follows:

The Western terminus of said pipe line being in the Northwest Quarter (NW $\frac{1}{4}$) of Northwest Quarter (NW $\frac{1}{4}$) of Section 27, Township 20 South, Range 3 West, on the Calera Branch of grantee's pipe line at or near Station 1258+83; said pipe line thence runs in a Northeasterly direction across the Northwest Quarter (NW $\frac{1}{4}$) of said Section 27, proceeds in a Northeasterly direction through the Southeast diagonal one-half of Section 22, Township 20 South, Range 3 West; thence continues Northeasterly across the Northwest Quarter (NW $\frac{1}{4}$) of Section 23, Township 20 South, Range 3 West, and continues in a Northeasterly, then Easterly and then Northerly direction across the South Half (S $\frac{1}{2}$) of Section 14, Township 20 South, Range 3 West, to a point upon the real properties of grantor, Dixie Lime and Rock Wool Company, Inc. located in the Southeast Quarter (SE $\frac{1}{4}$) of said Section 14, Township 20 South, Range 3 West.

Also, the rights of way and easements in, under or upon which said pipe line is located, and all the grants conferring said rights of way, all of which rights of way were granted to V. B. Currie as grantee, and which are recorded in the office of the Judge of Probate of Shelby County, Alabama. The instruments granting said rights of way are described in tabular form as to the names of grantor, date of grant, date of recording same and the book and page number in the office of the Judge of Probate of Shelby County, Alabama, in which the same are recorded, as follows:

R/W #10 LINE 314



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<u>GRANTORS</u>	<u>DATE OF GRANT</u>	<u>FILED FOR RECORD</u>	<u>BOOK AND PAGE WHERE RECORDED</u>
Marjorie Lindsey et al	9-7-48	9-7-49	139 - 209
M. C. Wade et ux	1-22-46	9-7-49	139 - 201
Grady Patton et ux	1-21-46	9-7-49	139 - 204
Carl Patton et al	2-1-46	9-7-49	139 - 206
Oliver B. Hall et ux	10-29-48	9-7-49	139 - 216
J. W. Rachels et ux	1-22-46	9-7-49	139 - 203
Era Payton	1-21-46	9-7-49	139 - 202
G. W. Walton et ux	12-17-48	9-7-49	139 - 215

Also, that certain right of way and easement heretofore granted to Southern Natural Gas Corporation by the Louisville and Nashville Railroad Company, dated September 30, 1929, to the rights of which grantee in said instrument the grantee herein succeeded and which instrument was thereafter transferred and assigned by the grantee herein to Dixie Lime and Rock Wool Company, Inc., the said instrument granting said right of way and easement never having been recorded.

TO HAVE AND TO HOLD unto the said grantee, its successors and assigns forever.

The undersigned grantor, Dixie Lime and Rock Wool Company, Inc., for itself, its successors and assigns, does hereby covenant with the said grantee, its successors and assigns that said grantor is lawfully seized in fee simple of the said four (4) inch pipe line hereinabove described, together with all equipment and appurtenances thereunto attached or appertaining; that the same is free from all encumbrances and that said grantor has a good right to sell and convey the same as aforesaid; that Dixie Lime and Rock Wool Company, Inc. will, and its successors and assigns shall, warrant and defend the same to the said grantee, its successors and assigns against the lawful claims of all persons.

The undersigned V. B. Currie does for himself, his heirs, executors and administrators covenant with the grantee, its successors and assigns, that he is lawfully seized in fee simple of the easements and rights of way described in and conveyed by or purported to be conveyed by the hereinabove described conveyances of easements and rights of way in which the said pipe line is located, that the same are free from all encumbrances and that he has a good right to sell and convey the same as aforesaid; and that he will, and his heirs, executors and administrators,

shall warrant and defend the same to the grantee, its successors and assigns, against the lawful claims of all persons.

There is excepted from the warranties made herein ad valorem taxes for the current tax year 1950, which grantee assumes and agrees to pay.

The grantors herein warrant and represent that all rentals due under the said easement originally granted by Louisville and Nashville Railroad Company to Southern Natural Gas Corporation, have been paid except the rental which will come due under said instrument on September 30, 1950.

IN WITNESS WHEREOF, the undersigned V. B. Currie and wife Evalyn R. Currie have hereunto set their hands and seals, and Dixie Lime and Rock Wool Company, Inc. has caused this instrument to be executed for and in its corporate name and on its behalf, and its corporate seal to be hereunto affixed and attested all by its proper corporate officers who are thereunto duly authorized on this the 5th day of September, 1950.

V. B. Currie (L.S.)

Evalyn R. Currie (L.S.)

DIXIE LIME AND ROCK WOOL COMPANY, INC.

By P. P. Gentry
Its President

ATTEST:

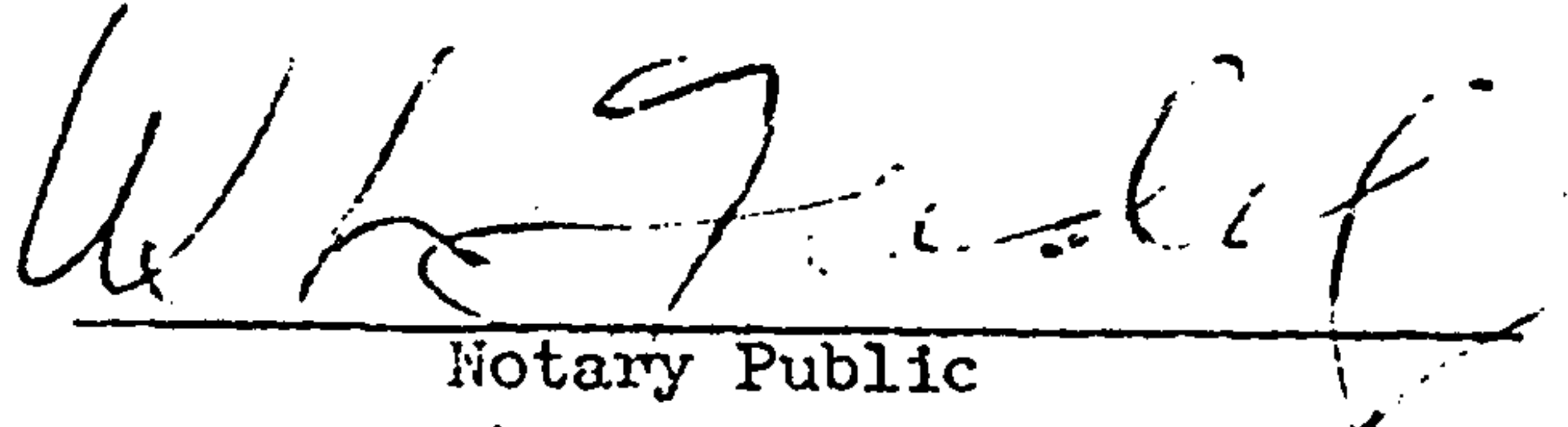
A. A. Gentry
Its Secretary

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned authority, in and for said County, in said State, certify that V. B. CURRIE and wife, EVALYN R. CURRIE whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 5th day of September, 1950.

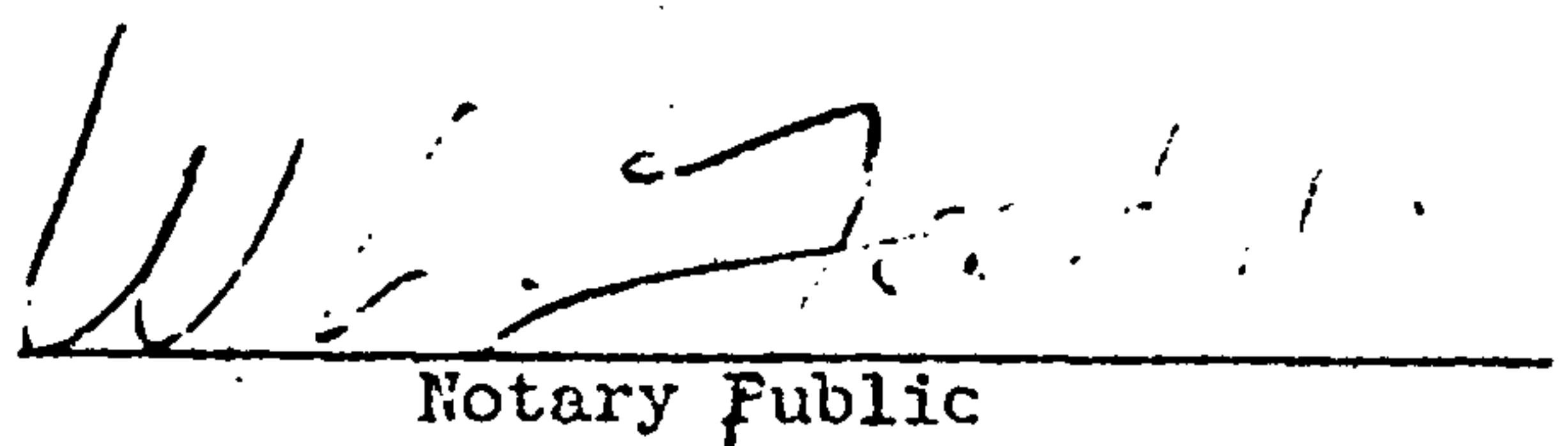

Notary Public

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned authority, in and for said County, in said State, hereby certify that on this day came before me the within named EVALYN R. CURRIE known to me to be the wife of the within named V. B. CURRIE who, being examined separate and apart from the husband touching her signature to the within instrument, acknowledged that she signed the same of her own free will and accord, without fear, constraints or threats on the part of the husband.

In witness whereof, I have hereunto set my hand and official seal, on this the 5th day of September, 1950.

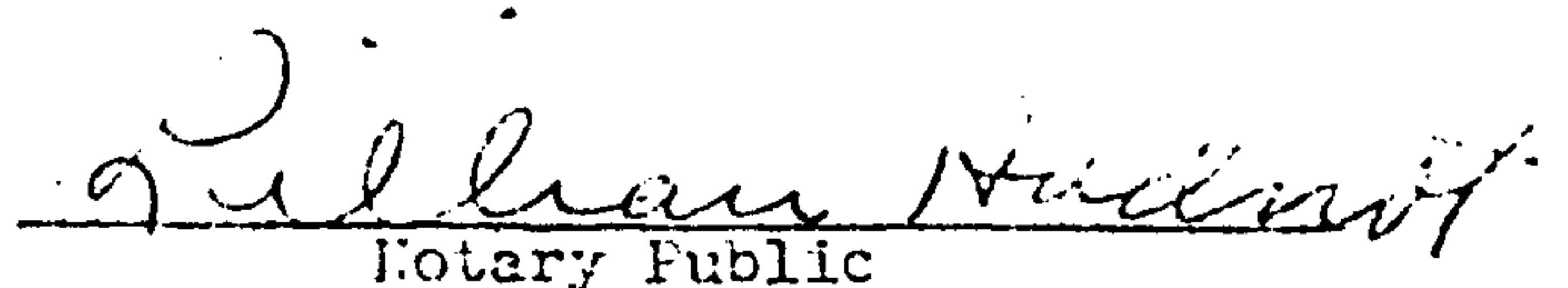

Notary Public

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned authority, in and for said County, in said State, hereby certify that C. P. LIFSEY, whose name as President of DIXIE LIME AND ROCK WOOL COMPANY, INC., a 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 the instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 5th day of September, 1950.


Notary Public

BOOK 331 PAGE 429

We, the undersigned, hereby certify that this is the original deed to Southern Natural Gas Company, a true and correct copy of which was presented at the Special Meeting of Board of Directors of Dixie Lumber and Rock Wool Company, Inc. held on the 5th day of September, 1931.

C. P. Gifford

V. H. C. C. C.

A. A. Fisher

Directors of Dixie Lumber and Rock Wool Company, Inc.

STATE OF ALABAMA }
ELBY COUNTY }

I, L. C. Walker, Judge of Probate hereby
do hereby certify that the within record was
presented to me for record the 19 day
of May 1904 at 10 o'clock A.M.
and was duly recorded in the record book
of the County of Elby, Alabama, at the
time the mortgage tax of \$1.00 has been paid
and the same is now on file in my office.
L. C. Walker
Judge of Probate

\$1.50

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of Five Hundred Fifty & No/100 (\$550.00) Dollars unto the undersigned Grantors Southern Cement Company Division of Martin Marietta Corporation, a corporation (hereinafter at times referred to as the "Grantor"), in hand paid by Southern Natural Gas Company the receipt and sufficiency of which consideration is hereby acknowledged, the said Grantor does hereby grant, bargain, sell and convey unto the said Southern Natural Gas Company, its successors and assigns a right-of-way and easement for any one or more or all of the following purposes: Laying, constructing, erecting, setting, installing, renewing, repairing, inspecting, replacing, maintaining, operating, removing, changing the size of, modifying and relocating one or more of its pipe or pipelines, mains, conduits and appliances and appurtenances thereto over, under, upon and across a strip of land twenty (20) feet wide, the centerline of which strip is described as follows:

Commence at the Southeast corner of the NW 1/4 of the SE 1/4 of Section 1-E, Township 20 South, Range 3 West, and run west along the South line of said 1/4-1/4 section a distance of 46.0 feet to the point of beginning of the centerline of a 20 foot wide easement as herein described; thence turn an angle of 88° 17' 30" to the right and run in a Northerly direction along a line which is 10 feet east of and parallel to the west line of a parcel of property owned by the grantors to the intersection of said center line with the Southwest right-of-way line of the Atlantic Coastline Railroad, said point of intersection being the ending point of a 20 foot wide easement.

Situated in Shelby County, Alabama.

Together with the right of ingress to and egress from said strip of land across adjacent lands of the Grantor and all the rights and privileges necessary or convenient for the full enjoyment and use of said right-of-way and easement for the purpose above designated.

Grantee, for itself, its successors and assigns, hereby agrees to indemnify and hold harmless the Grantor, its successors and assigns, against and from all loss, cost, damage, expense (including counsel fees), claims, suits and judgments which the Grantor, its successors and assigns may sustain or incur resulting out of or in connection with the construction, erection, installation, operation, maintenance, repair, alteration, reconstruction, existence or removal of the aforementioned improvements.

TO HAVE AND TO HOLD the said right-of-way and easement perpetually unto the said Southern Natural Gas Company, its successors and assigns, provided, however, that the Grantor herein expressly reserves for itself and its successors and assigns the right to use and enjoy the premises above described in so far as such use and enjoyment by the Grantor, its successors and assigns shall not unreasonably interfere with the use of said easement and right-of-way by the said Southern Natural Gas Company, its successors and assigns under the grant herein set forth, and provided further that the Grantor and its successors and assigns will place no permanent structures upon the said right-of-way and easement. The Grantor expressly covenants that it is the owner in fee of the real property herein conveyed and has a good right to execute this agreement and to grant said easement and right-of-way.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed for and in its corporate name and behalf and its corporate seal hereunto to be affixed and attested all by its proper officials who are thereunto duly authorized, on this the 25th day of November, 1970.

(Corporate Seal)

SOUTHERN CEMENT COMPANY
DIVISION OF MARTIN MARIETTA CORPORATION

BY: *Joseph E. Murley*

Vice President, Martin Marietta Corporation

Grantor

ATTEST:

BY: *[Signature]*

Assistant Secretary, Martin Marietta Corporation

BOOK 331 PAGE 432

BOOK 267 PAGE 197

STATE OF *New York*)
COUNTY OF *New York*)

I, *John A. McCarthy*, a Notary Public in and for said County, in said State, hereby certify that *JOSEPH E. MUCKLEY* whose name as *VICE PRESIDENT* ~~of Southern Cement Company~~ *Division of Martin-Marietta Corp.*, a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this *25th* day of *November*, 1970.

John A. McCarthy
Notary Public

My Commission Expires _____.

(Notary Seal)

JOHN A. MCCARTHY
Notary Public, State of New York
No. [REDACTED]
Qualified in Westchester County
Certificate Filed in New York County
Commission Expires March 30, 1972

BOOK 331 PAGE 433

BOOK 257 PAGE 159

BOOK 331 PAGE 434

[Handwritten signature]

[Handwritten 'S' and 'Z' with arrows]

Filed July 1, 1900

RECORDED IN BOOK 257 PAGE 159

[Handwritten note]

[Handwritten note in parentheses]

[Handwritten note along the right edge]

Wave S. Metal Bldg

S.E. Cor.

James Talcott, Inc.
(RL. M. Culligan)

[Handwritten note along a diagonal line]

138.17

229.62

244.00

270.5

91° 22' 30"



STATE OF ALABAMA)

COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of One Thousand Seven Hundred Fifty & No/100 Dollars (\$1,750.00) unto the undersigned Grantor James Talcott, Inc., a corporation (hereinafter at times referred to as the "Grantor"), in hand paid by Southern Natural Gas Company, the receipt and sufficiency of which consideration is hereby acknowledged, the said Grantor does hereby grant, bargain, sell and convey unto the said Southern Natural Gas Company, its successors and assigns a right-of-way and easement for any one or more or all of the following purposes: Laying, constructing, erecting, setting, installing, renewing, repairing, inspecting, replacing, maintaining, operating, removing, changing the size of, modifying and re-locating one or more of its pipe or pipelines, mains, conduits and appliances and appurtenances thereto over, under, upon and across a strip of land twenty (20) feet wide, the centerline of which strip is described as follows:

Commence at the Southeast corner of Section 14, Township 20 South, Range 3 West; run thence in a Westerly direction along the South line of said Section for a distance of 201.98 feet; thence turn an angle to the right of 62 degrees 35 minutes and in a Northwesterly direction along the center line of Atlantic Coastline Railroad for a distance of 948.04 feet; thence turn an angle to the right of 110 degrees 35 minutes and in a Northeasterly direction for a distance of 53.41 feet to the point of beginning; from the point of beginning thus obtained, thence continue along last described course for a distance of 21.36 feet to a point that is 20 feet perpendicular to and Northeasterly of the Northeast right-of-way line of the Atlantic Coastline Railroad line; thence run in a Northwesterly direction parallel to and 20 feet perpendicular to and Northeasterly of the Atlantic Coastline Railroad for a distance of 1510 feet, more or less, to its intersection with the West line of the Northeast Quarter of the Southeast Quarter of Section 14, Township 20 South, Range 3 West; thence in a Southerly direction along the said West line of said quarter-quarter section for a distance of 30 feet, more or less to a point on the northeasterly right-of-way line of Atlantic Coastline Railroad; thence run in a Southeasterly direction along the Northeasterly right-of-way line of Atlantic Coastline Railroad for a distance of 1475 feet, more or less, to the point of beginning. Said easement containing 0.70 acres, more or less.

Situated in Shelby County, Alabama.

Together with the right of ingress to and egress from said strip of land across adjacent lands of the Grantor and all the rights and privileges necessary or convenient for the full enjoyment and use of said right-of-way and easement for the purpose above designated.

TO HAVE AND TO HOLD the said right-of-way and easement perpetually unto the said Southern Natural Gas Company its successors and assigns provided, however, that the Grantor herein expressly reserves for itself and its successors and assigns the right to use and enjoy the premises above described in so far as such use and enjoyment by the Grantor, its successors and assigns shall not unreasonably interfere with the use of said easement and right-of-way by the said Southern Natural Gas Company, its successors and assigns under the grant herein set forth, and provided further that the Grantor and its successors and assigns will place no permanent structures upon the said right-of-way and easement. The Grantor expressly covenants that it is the owner in fee of the real property herein conveyed and has a good right to execute this agreement and to grant said easement and right-of-way.

BOOK 331 PAGE 435

BOOK 267 PAGE 172

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed for and in its corporate name and behalf and its corporate seal hereunto to be affixed and attested all by its proper officials who are thereunto duly authorized, on this the 10th day of December, 1970.

(Corporate Seal)

JAMES TALCOTT, INC.

BY

A. V. Keller

Its Vice President

Grantor

ATTEST:

BY

Eva Rothchild

Its

Assistant Secretary

STATE OF New York)

COUNTY OF New York)

I, Eva Rothchild, a Notary Public in and for said County, in said State, hereby certify that R. V. Keller whose name as Vice President of James Talcott, Inc., a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 11 day of December, 1970.

EVA ROTHCHILD
Notary Public, State of New York
No. Queens County
Certificate filed in New York County
Term Expires March 30, 1972

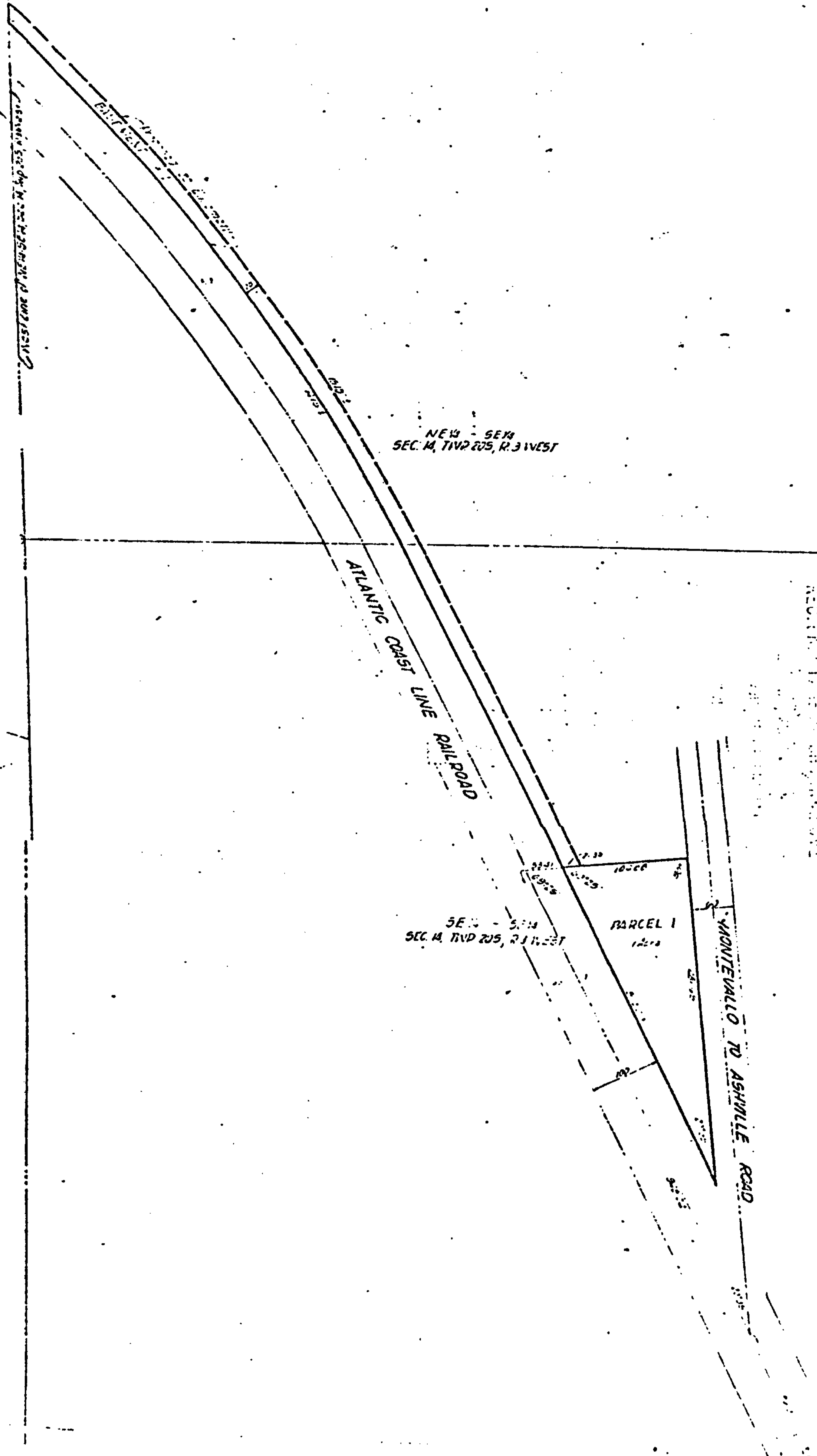
Eva Rothchild
Notary Public

My Commission Expires March 30, 1972

(Notary Seal)

BOOK 331 PAGE 436

BOOK 267 PAGE 173



Block 2nd 2.00
3.14
7

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

THIS AGREEMENT, Made this 15th day of December, 1970, 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 natural gas not to exceed a maximum operating pressure of 350 PSI, a line of 4.500-inch OD. steel pipe across the right of way and underneath tracks of Licensor at Pelham, Alabama, at a point 860 feet northwestwardly measured along the center line of Licensor's main track from Milepost ANJ-960; as shown in green on print of Licensee's Drawing No. BGA-70165, last revised October 22, 1970, attached hereto and made a part hereof; Licensor's right of way being as indicated on said print.

And Licensee hereby covenants and agrees in consideration thereof:

1. Effective December 22, 1970, 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.

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, 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, ~~or renewal of said pipe.~~ 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. The portion of said pipeline under said tracks and roadbeds thereof shall be encased by and at the expense of Licensee in an 8.625-inch O.D. steel pipe conduit, sealed and vented at each end, and placed at a minimum depth of 72 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.

10. Notwithstanding the provisions of Article 5 hereof, Licensor agrees that the rights of Licensee hereunder may be assigned to a Trustee or Trustees under a Deed of Trust or Mortgage as security for the indebtedness of the Licensee, and may be further assigned in the enforcement of any such Deed of Trust or Mortgage; PROVIDED, However, that the obligations hereunder of the Licensee may be performed by said Trustee or Trustees or any other assignee, without releasing the Licensee therefrom, and provided further that neither such Trustee or Trustees nor any other assignee shall become liable to the Licensor under the terms of this agreement until such time as such Trustee or Trustees or other assignee shall take possession of the line of pipe covered by this agreement and perform the obligations of Licensee hereunder.

11. Licensee agrees to pay to Licensor, in addition to all other considerations mentioned herein, the sum of Fifteen Dollars (\$15.00) 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:

Article 7: The words "or renewal of said pipe" deleted and the words "renewal, relocation or removal of said pipe" substituted therefor.

Articles 9-11: Added.

BOOK 331 PAGE 440

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

J. D. Kelly
Ronald N. Grove

By: *D. C. Heston* (L.S.)
D. C. Heston, Vice President - Operations

Witnesses for Licensee:

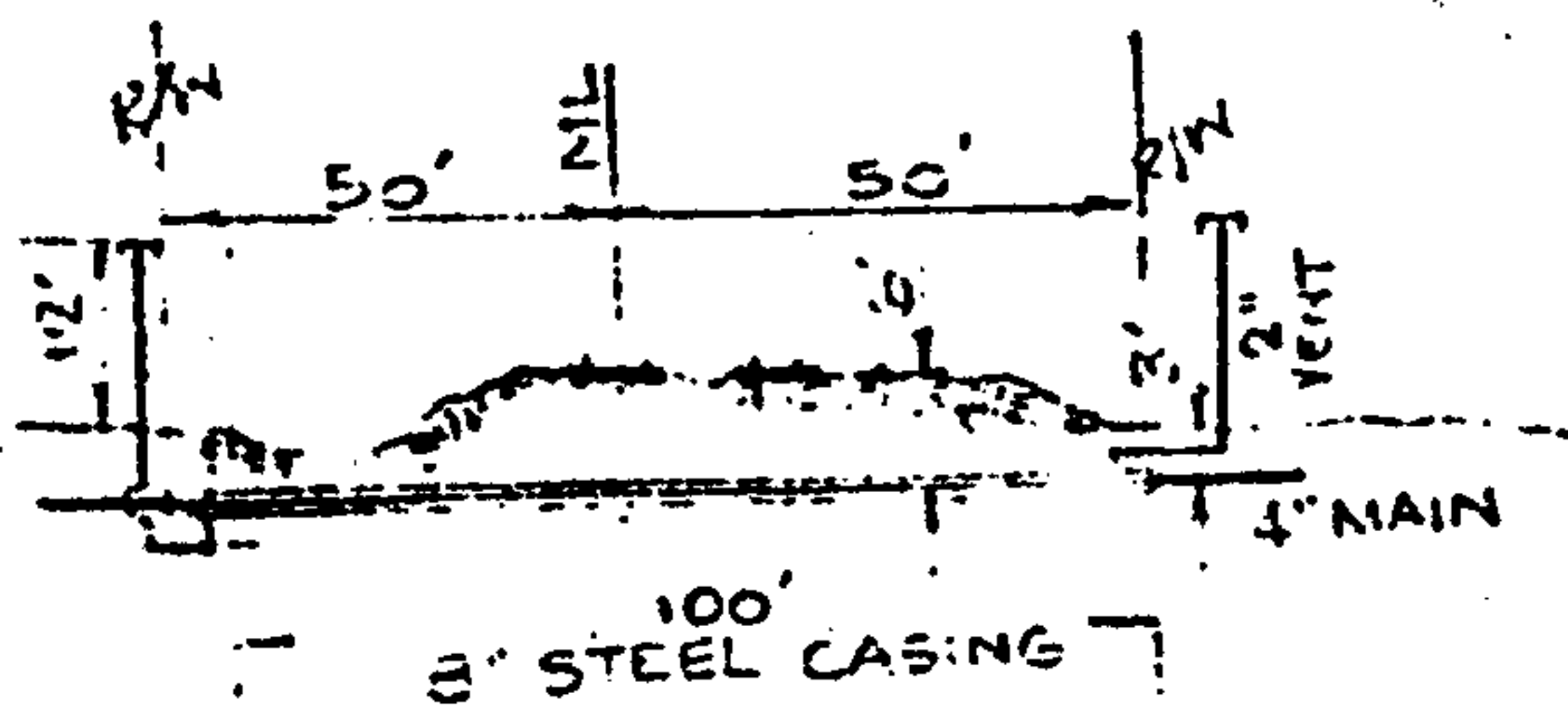
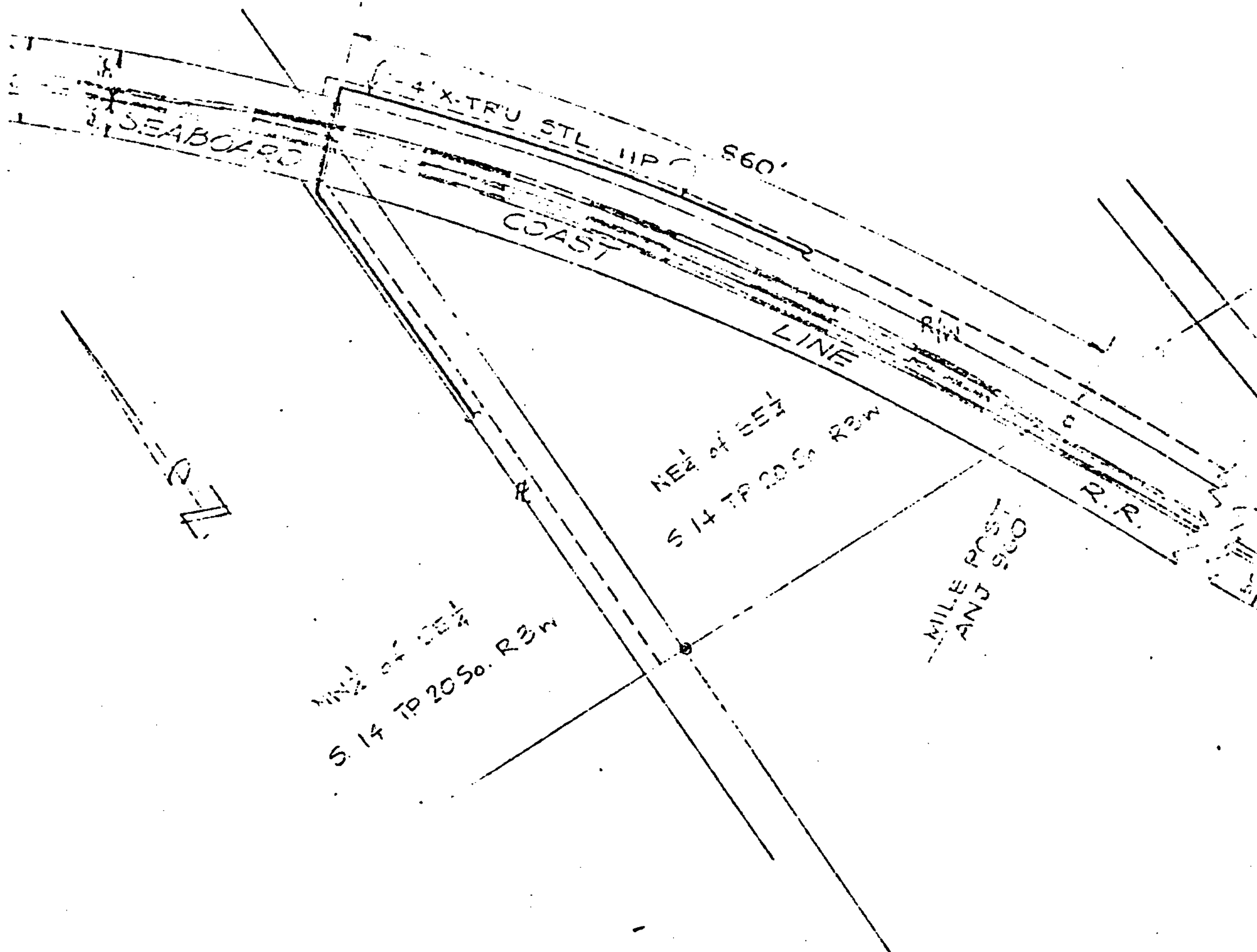
ALABAMA GAS CORPORATION

Jacqueline Boyle
Emelyn E. Pulley

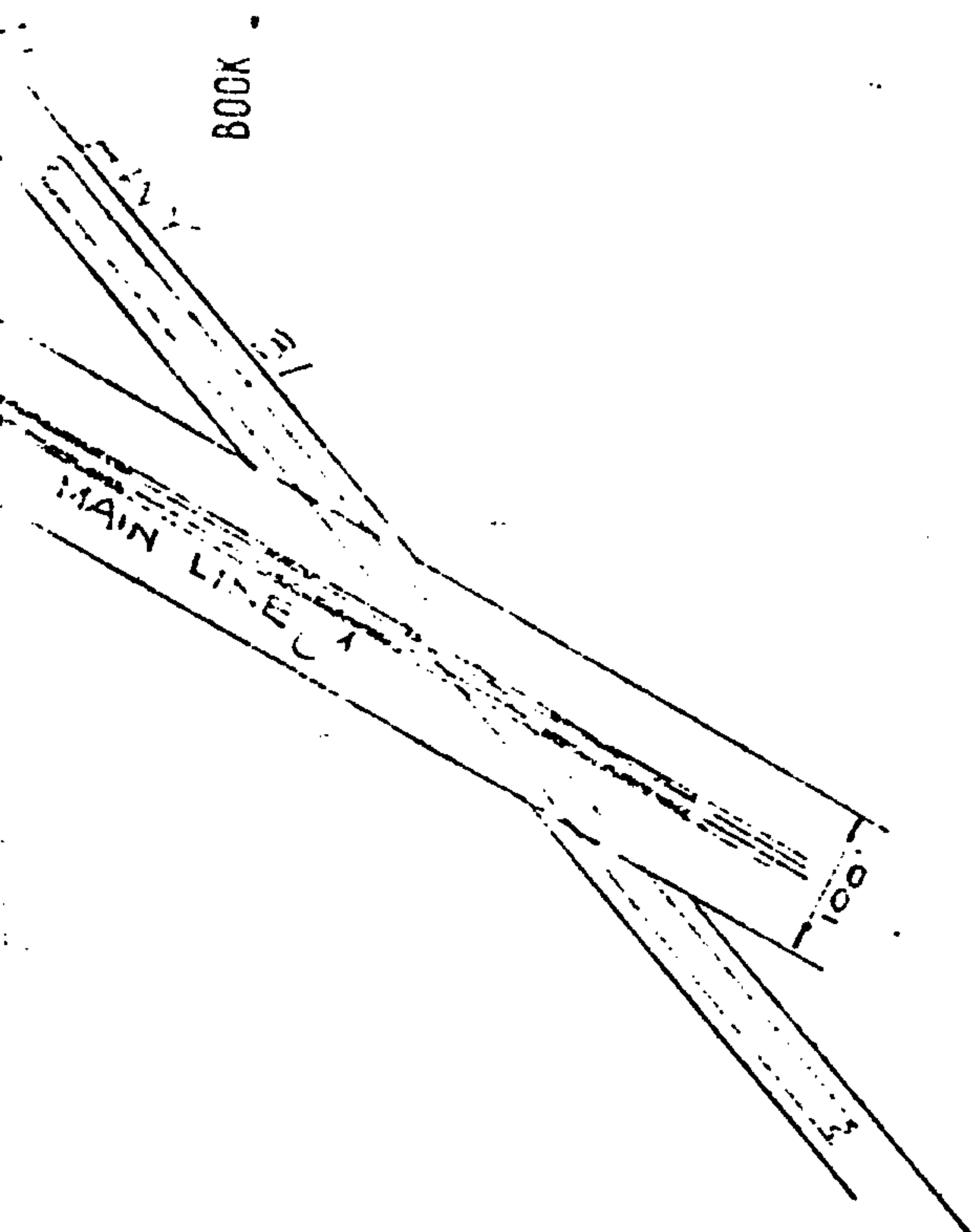
By: *C. S. Lacy* (L.S.)
Executive Vice President

APPROVED AS TO FORM

C. S. Lacy
ATTORNEY



PROPOSED (COMPLETED) NAME _____	SCALE 1"=200' DATE 3-11-70	ALABAMA GAS CORPORATION	LOCAL _____
EXISTING NAME _____	DRAWN BY HCT	ENGINEERING DEPARTMENT	_____



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

4" Carrier	8" Casing
350	
API-5L-GRD-B	API-5L-GRD-L
.156	.189
7.25	16.90
60,000	60,000
25,000	35,000
WELD	WELD
525	

REV. 10-22-72

A. MAIN DATA REQUEST FROM S.C.L. R.R. SHELBY COUNTY, ALA.	PROPOSED	IDENTIFICATION NO. BPA 70-105 PLANT 2-11-11-11
	SKETCH OF _____ WORK COMPLETED	

ATTACHMENT "F"

RE-28008
Agreement No.
7839

THIS ASSIGNMENT AGREEMENT, made and entered into this 14th day of March, 1972, by and between the SEABOARD COAST LINE RAILROAD COMPANY, a Virginia corporation, hereinafter referred to as the Railroad Company, and SOUTHERN NATURAL GAS COMPANY OF BIRMINGHAM, ALABAMA, a Delaware corporation, hereinafter referred to as the Assignee, WITNESSETH:

WHEREAS the Railroad Company and Alabama Gas Corporation, an Alabama corporation, hereinafter referred to as Assignor, heretofore entered into an agreement dated December 15, 1970, whereby the Railroad Company grants Assignor the right or license to install and maintain, for the purpose of conducting natural gas, a line of 4.5-inch O.D. steel pipe across the right of way and underneath tracks of the Railroad Company at Pelham, Ala.; which agreement is made a part hereof by reference; and

WHEREAS, effective December 15, 1971, the Assignee acquired the interest of the Assignor under the aforementioned agreement, and

WHEREAS Assignee hereby requests that the Railroad Company recognize it as the successor of Assignor under said agreement;

NOW THEREFORE, in consideration of One Dollar by each of the parties hereto to the other, the receipt of which is hereby acknowledged, and in further consideration of the premises and the covenants and agreements herein contained to be kept and performed by the parties hereto, it is mutually agreed as follows, to wit:

1. That the Railroad Company hereby recognizes the Assignee as the successor of the Assignor, under said agreement, and further covenants and agrees that the Assignee shall be entitled to and receive the same benefits and privileges as Assignor, under said agreement, upon the express condition that the Assignee shall be bound and governed by each of the covenants, provisions, conditions and restrictions set forth in said agreement as binding upon and agreed to be performed by the Assignor.

2. That the Assignee hereby acknowledges and assumes liability as the successor of the Assignor, under said agreement, and hereby further covenants and agrees to abide by and to perform all of the covenants, provisions, conditions and restrictions set forth in said agreement as binding upon and agreed to be performed by the Assignor.

3. Assignee agrees to pay to the Railroad Company the sum of Fifteen Dollars (\$15.00) to partially reimburse the Railroad Company for the costs of handling necessary to the making of this assignment agreement.

Sheet 2

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

Witnesses for the Railroad Company:

J. D. [Signature]
Ronald J. [Signature]

SEABOARD COAST LINE RAILROAD COMPANY

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

Witnesses for Assignee:

V. [Signature]
Jay T. [Signature]

SOUTHERN NATURAL GAS COMPANY OF
BIRMINGHAM, ALABAMA

By *C. D. [Signature]* (L.S.)
Assistant Vice President

BOOK 331 PAGE 444

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

1981 MAR -2 AM 11:15

Thomas A. [Signature]
JUDGE OF PROBATE

Bad Tax .50
Rec 36.00
Jud 1.00
37.50