

STATE OF ALABAMA

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Contract No. SPR 11-11-002

COUNTY OF SHELBY

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**SUBMERGED PIPELINE RIGHT-OF-WAY CONTRACT RENEWAL**

KNOW ALL MEN BY THESE PRESENTS, that the State of Alabama, Department of Conservation and Natural Resources, Division of State Lands, acting by and through its Commissioner (hereinafter referred to as GRANTOR), for and in consideration of the sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00), in hand paid to the GRANTOR by the SOUTHERN NATURAL GAS COMPANY, L.L.C., POST OFFICE BOX 2563, BIRMINGHAM, ALABAMA 35202 (hereinafter referred to as GRANTEE) the receipt of which is acknowledged, and for and in consideration of the covenants, stipulations, conditions, and other valuable considerations elsewhere provided herein, does hereby grant unto the GRANTEE, the nonexclusive right and privilege to lay, construct, maintain, operate, alter, repair, replace and remove a twelve (12") inch pipeline(s), totaling 13 rods in length, for the transportation of natural gas across, over, and through the following described land, situated in Shelby County, Alabama, to-wit:

The water bottoms of the Cahaba River, located in Township 20 South, Range 3 West, Section 17, Shelby County, Alabama, which property is more particularly described on that plat accompanying U.S. Army Corps of Engineers Application Number ALJ01-00685-D, which plat is incorporated herein and made a part hereof as Exhibit "A".

1. **RIGHTS AND PRIVILEGES**: The rights and privileges herein granted shall include the right to replace said pipeline(s) with one(s) of an equal or smaller class as prescribed in applicable rules and regulations of the Department of Conservation and Natural Resources and shall be exercised over a course of up to, but not in excess of three (3) feet. The route of the pipeline is reflected in the Exhibit "A," which is incorporated herein and made a part of hereof.

2. **RENEWAL**: This contract is a renewal of Right-of-Way Contract No. 02-58-001 executed by the Grantee on November 6, 2001. The contract term for No. 02-58-001 was set for a ten-year period beginning November 6, 2001 and expiring at midnight November 5, 2011. The details and provisions set forth under Contract No. 02-58-001 are incorporated herein and made a part hereof by reference.

3. **RESERVATION OF RIGHTS**: The GRANTOR for itself and its grantees, reserves the right to fully use and enjoy the said premises subject to the rights herein granted.

4. **ABATEMENT OF CONSTRUCTION**: The granting of this right-of-way shall not be a bar or defense to the right of the State of Alabama and its agencies, boards and commissions to take any or all action necessary to seek abatement of construction or operations that unreasonably or unlawfully interfere with or disturb the existing ecological regimen, including but not limited to the fishing or recreational industries, and to take action for any and all damage to the existing ecological regimen which does not result from a reasonable exercise of the rights herein granted.

5. **TERM OF CONTRACT**: It is understood and agreed that this right-of-way is for a term of TEN (10) YEARS, beginning November 6, 2011 and expiring at midnight November 5, 2021 with the option to renew for additional terms as requested by GRANTEE, none of which may exceed ten years. The option to renew shall be on the same terms and conditions as the original agreement except that the consideration shall be adjusted to the rate in effect at the time of the renewal.

6. **COMPLIANCE WITH RULES AND ORDERS**: GRANTEE shall comply with all rules or orders which the Commissioner of Conservation and Natural Resources may from time to time determine to be proper and necessary in order to promote public safety and provide protection and conservation of the natural resources of public lands and waters. Specifically, Grantee shall mark both sides of the work corridor (a) during daylight hours with protruding poles and attached flagging, and (b) during hours of darkness with battery pack lights attached to protruding poles. A "safe crossing" point shall be designated ahead of and/or behind the working lay barge, which shall be properly marked and lighted for safety during hours of darkness.

7. **FILING OF PLAT**: It is further agreed that after the completion of the construction of the pipeline(s), GRANTEE shall file in the office of the Director of the Division of State Lands,



Department of Conservation and Natural Resources, a plat showing the actual location of the pipeline(s) on the above described lands.

8. **INDEMNIFICATION:** GRANTEE agrees that due care shall be exercised in the construction, operation, and removal of the pipeline(s) and appurtenances and that GRANTEE shall be fully and solely responsible for and shall defend, protect, indemnify and hold the State of Alabama, its agencies, boards, and commissions free and harmless from and against any and all claims for damages and all costs and expenses arising out of or incidental to GRANTEE'S exercise of the rights herein granted.

9. **FORFEITURE AND TERMINATION:** It is understood and agreed that non-use of the right-of-way for a continuous period of two (2) years shall operate as a forfeiture by GRANTEE of this right-of-way and consideration, and that all rights hereunder shall be thereupon terminated except when existing causes of force majeure actually prevent the use of the right-of-way and satisfactory evidence thereof is submitted to the Commissioner of Conservation and Natural Resources. In the event of such forfeiture, or termination for any cause, the GRANTEE shall have a period of 120 days from date of notice of forfeiture or termination to remove the pipeline(s) and appurtenances from the right-of-way, provided that GRANTEE restores such area of the right-of-way disturbed by the removal as near as practicable to its natural state.

10. **ABANDONMENT OF PIPELINE:** Subject to the approval of the Commissioner of Conservation, GRANTEE shall be allowed to abandon in place the pipelines installed under this application, following industry acceptable abandonment procedures which include purging of all hydrocarbons, capping of buried lines and removal of all pipeline risers.

11. **ASSIGNMENT:** No assignment of any interest granted herein (not applicable to mortgage, deed of trust, pledge or other security contract, consent to which by GRANTOR shall not be required) will be effective without the prior written approval of the Commissioner of Conservation and Natural Resources, and the payment of such assignment fee as may be required by rules and regulations of the Department of Conservation and Natural Resources.


12. **ENFORCEMENT OF RIGHTS AND OBLIGATIONS:** Failure of GRANTOR to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.

13. **COMPLIANCE WITH ALABAMA LAWS AND VENUE:** GRANTEE agrees that the Laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the circuit court of Montgomery County, Alabama.

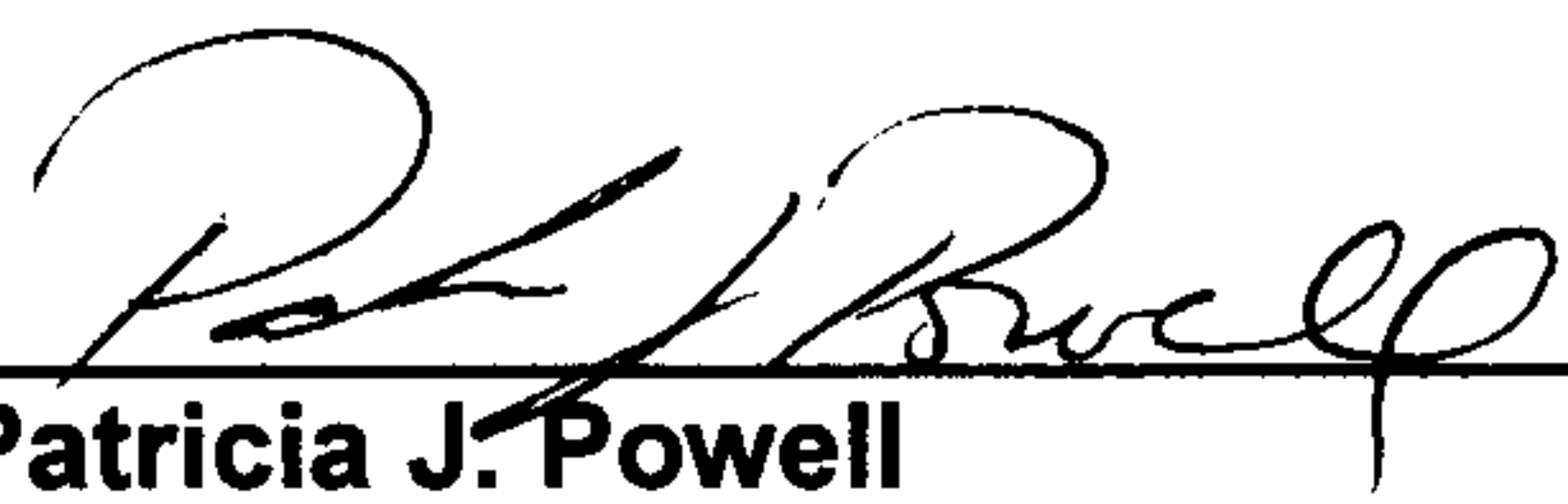
14. **NONDISCRIMINATION:** GRANTEE further agrees to comply with all state and federal laws which prohibit discrimination on the basis of race, color, religion, age, gender, national origin or disability.

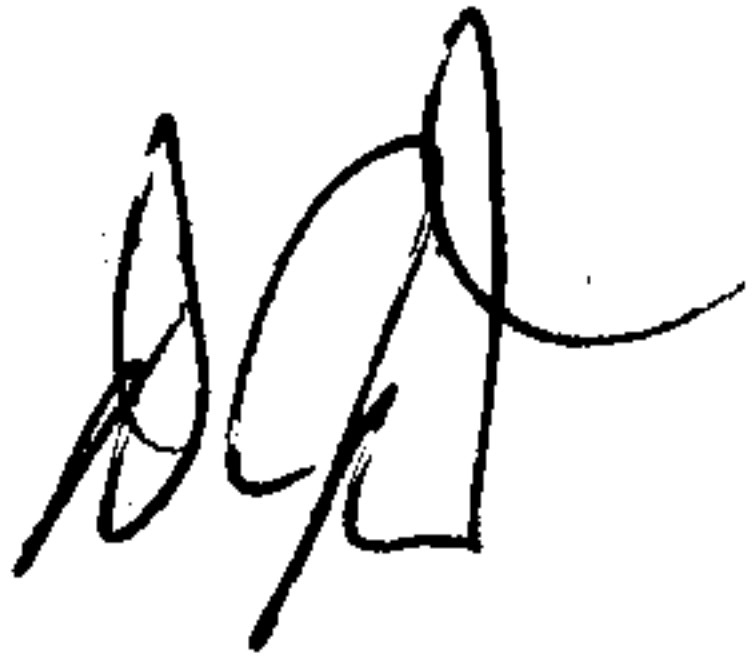
TO HAVE AND TO HOLD said rights and privileges unto said GRANTEE, without warranty and without recourse, until such pipeline(s) is constructed and so long as a pipeline is maintained thereon during the term hereof.

IN WITNESS WHEREOF, the State of Alabama, Department of Conservation and Natural Resources, has caused this instrument to be executed on the 30<sup>th</sup> day of December, 2011.

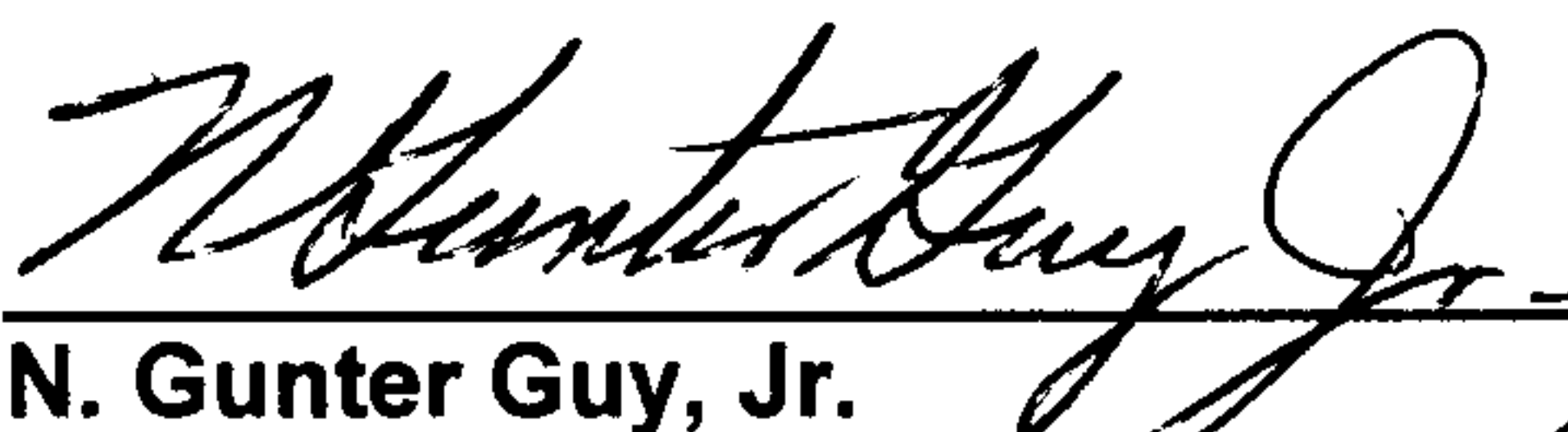
  
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Shelby Cnty Judge of Probate, AL  
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RECOMMENDED:

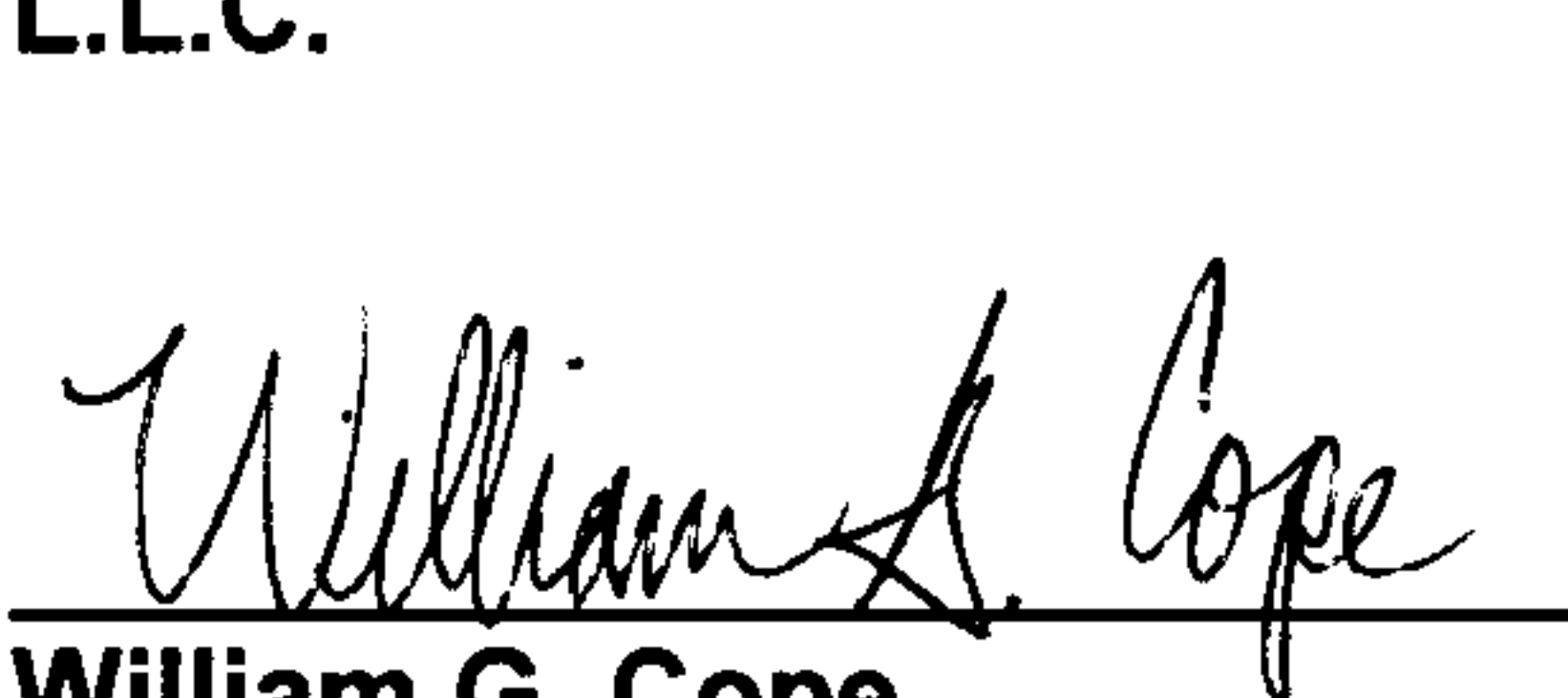
  
Patricia J. Powell  
Director



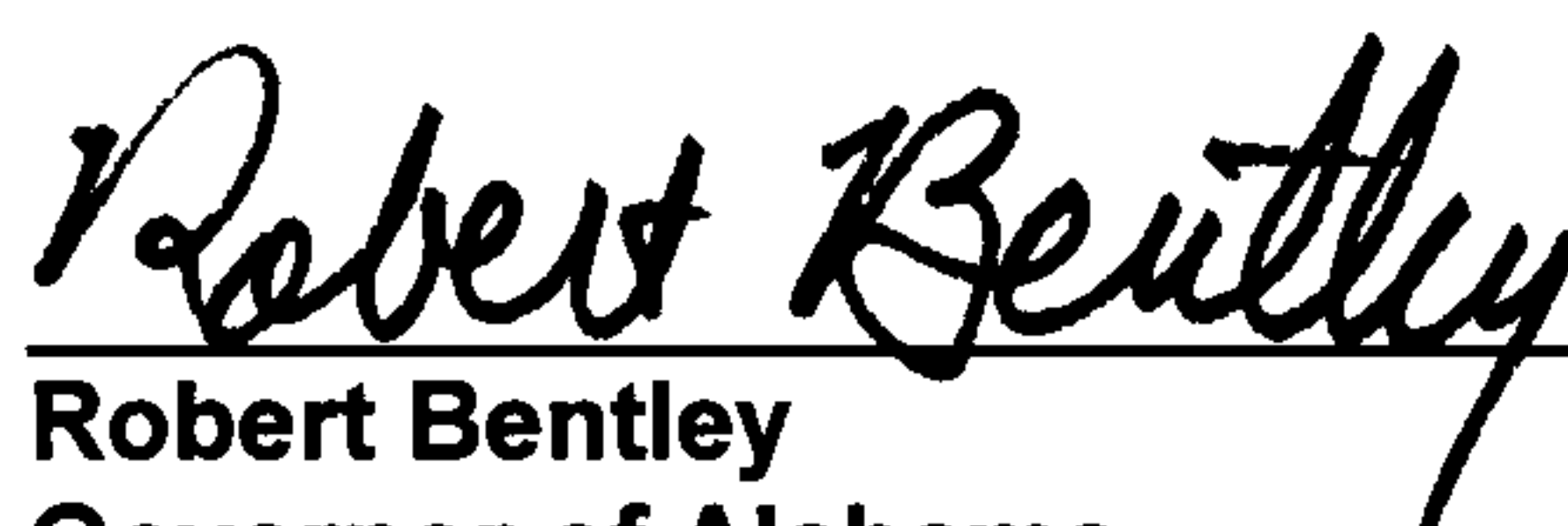
STATE OF ALABAMA  
Department of Conservation  
and Natural Resources

  
N. Gunter Guy, Jr.  
Commissioner

CONTRACT ACCEPTED:  
SOUTHERN NATURAL GAS COMPANY,  
L.L.C.

 12/9/11 Agm  
William G. Cope  
Vice President

APPROVED:

  
Robert Bentley  
Governor of Alabama

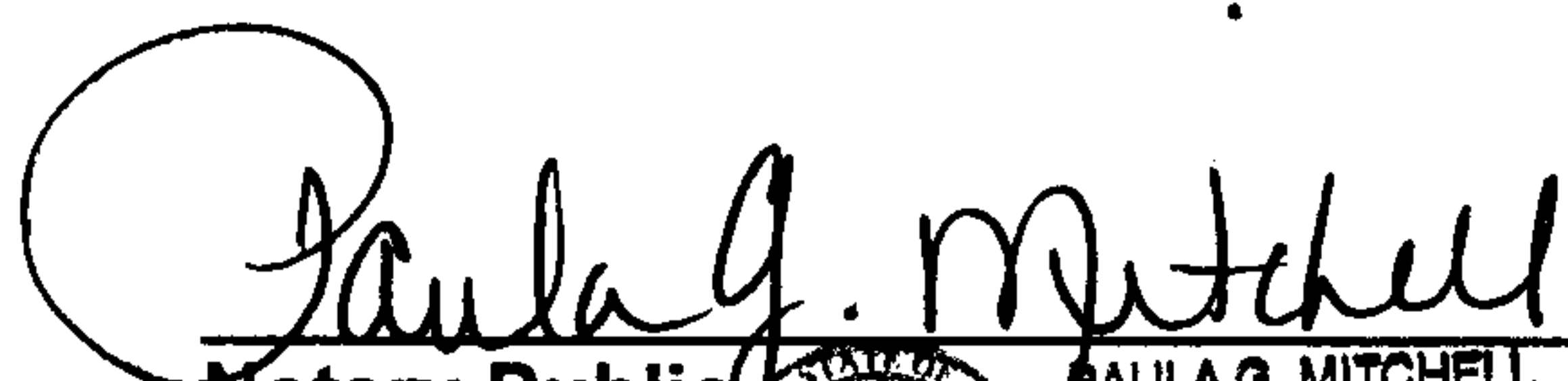

ATTEST:

  
Beth Chapman  
Secretary of State

STATE OF ALABAMA     )  
                                      )  
MONTGOMERY COUNTY    )

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that N. GUNTER GUY, JR., whose name as COMMISSIONER OF CONSERVATION AND NATURAL RESOURCES OF THE STATE OF ALABAMA, 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 within instrument, he, in his capacity as SUCH COMMISSIONER OF CONSERVATION AND NATURAL RESOURCES OF THE STATE OF ALABAMA, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 30<sup>th</sup> day of December, 2011.

  
Notary Public  PAULA G. MITCHELL  
NOTARY PUBLIC  
STATE OF ALABAMA  
MY COMM. EXP. 4-9-14



STATE OF ALABAMA        )

JEFFERSON COUNTY        )

I, the undersigned authority a Notary Public in and for said State and County, hereby certify that WILLIAM G. COPE, whose name as the VICE PRESIDENT of the SOUTHERN NATURAL GAS COMPANY, L.L.C., 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 within instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said SOUTHERN NATURAL GAS COMPANY, L.L.C., on the day the same bears date.

Given under my hand and seal this the 9 day of DECEMBER, 2011.

*Tommye G. Hill*

Notary Public

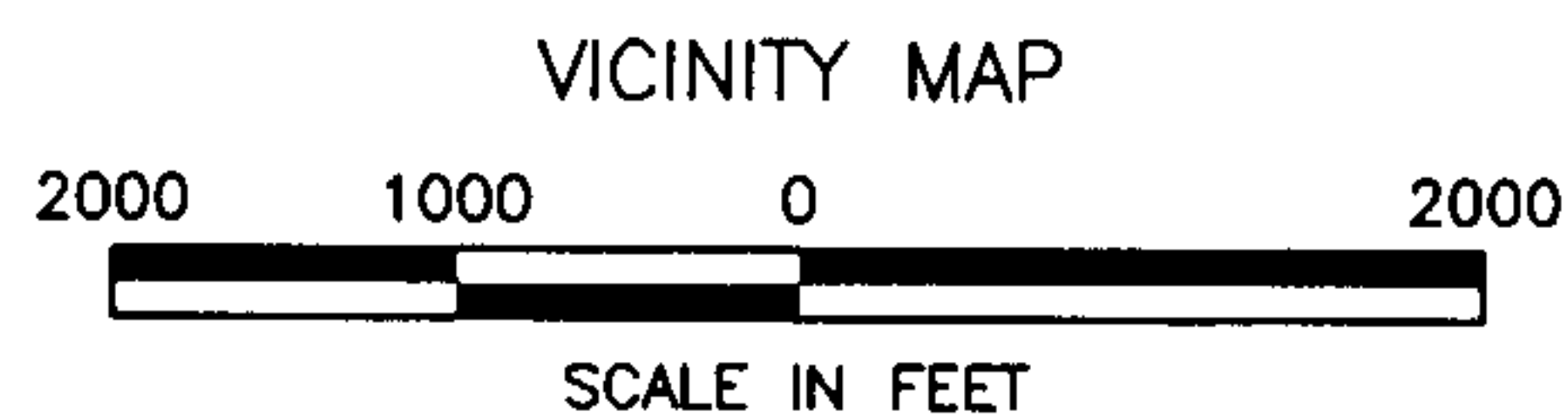
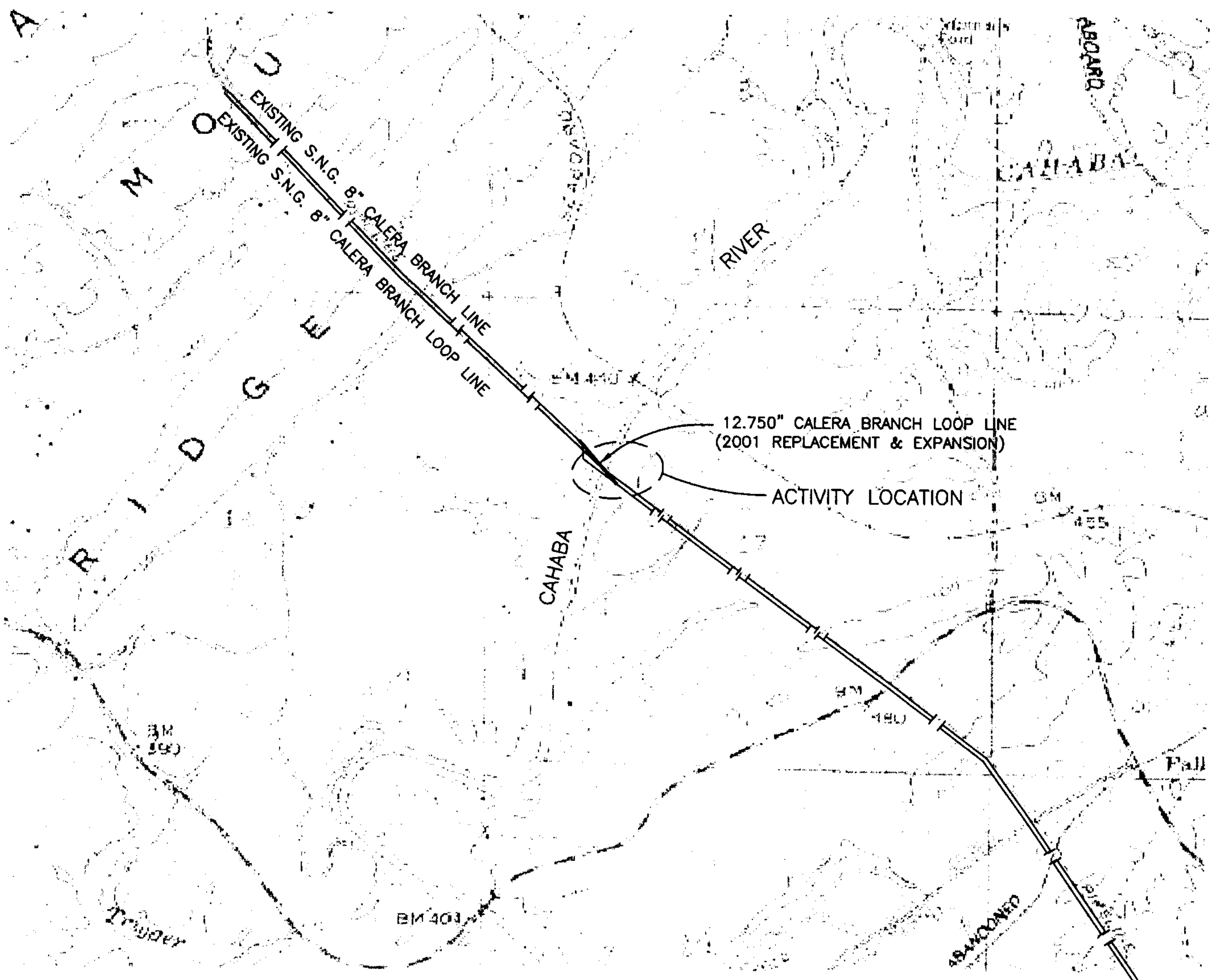
MY COMMISSION EXPIRES:

2/8/2014

*This instrument prepared by  
William A. Gunter, General Counsel  
Department of Conservation and Natural Resources  
64 North Union Street  
Montgomery, Alabama 36130-1901*



SHELBY COUNTY, ALABAMA  
 TRACED FROM GREENWOOD & HELENA, ALABAMA 7.5' QUADRANGLE MAP



SPECIFICATIONS

1. NAME OF PRODUCT	NATURAL GAS
2. NORMAL OPERATING PRESSURE	750 PSIG
3. MAOP:	1200 PSIG
4. SIZE OF PIPE:	12.750" O.D.
5. PIPE GRADE:	API-5LX-42
6. WALL THICKNESS:	0.500"
7. COATING:	THIN FILM EPOXY & 30 MIL POWER CRETE
8. CLASS LOCATION:	CLASS 1 LOCATION
9. GOVERNING CODE:	TITLE 49, PART 192 OF THE CODE OF FEDERAL REGULATIONS

HORIZONTAL DRILL  
 12.750" O.D. NATURAL GAS  
 PIPELINE  
 CROSSING CAHABA RIVER

LOCATED IN  
 SECTION 17, T20S-R3W  
 NEAR TOWN OF HELENA  
 COUNTY OF SHELBY  
 STATE OF ALABAMA

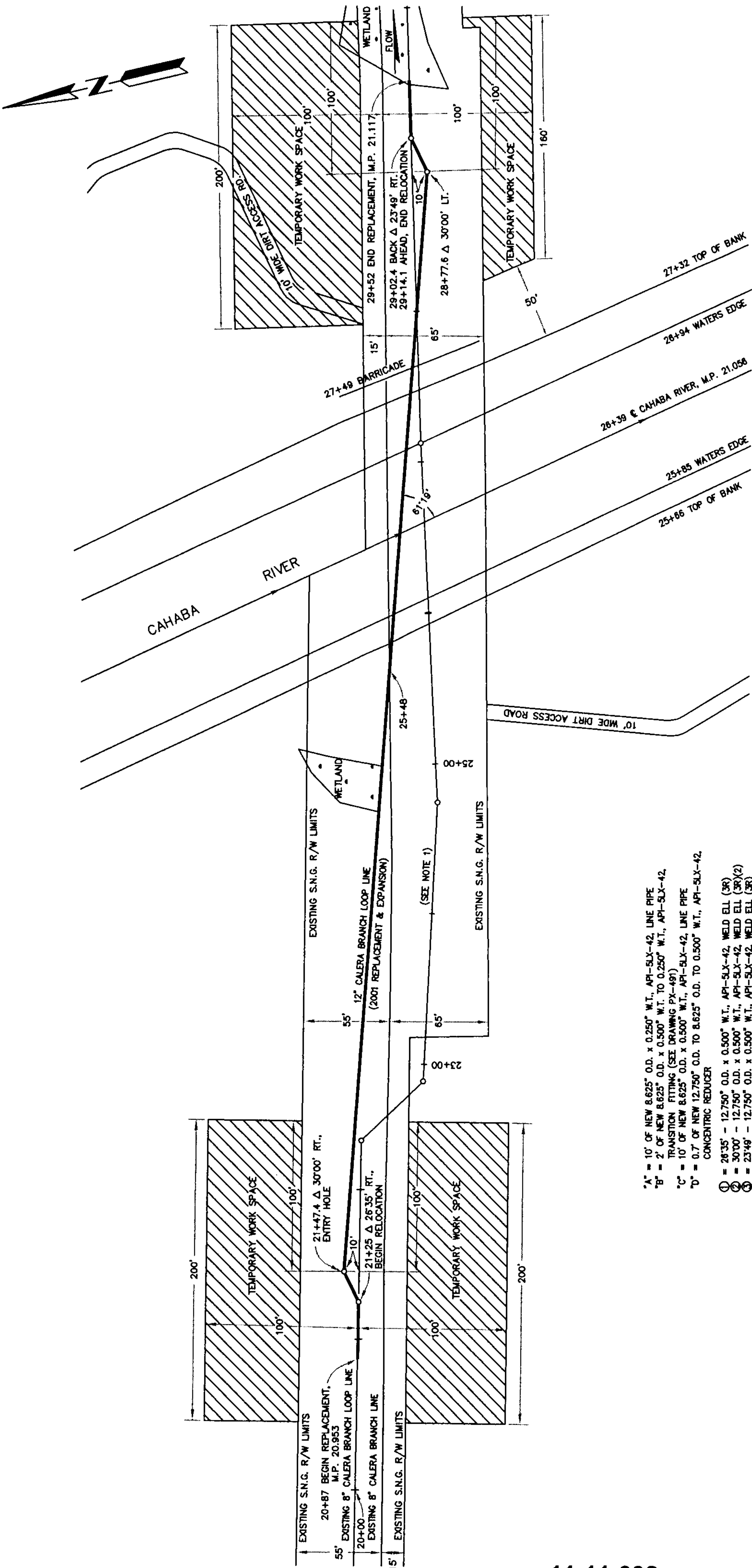
APPLICATION BY:  
 SOUTHERN NATURAL GAS CO.

SHEET 1 OF 3	DATE: 10-8-01
DWG. NO.	PEW-285

11-11-002

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 Shelby Cnty Judge of Probate, AL  
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- \*A\* = 10' OF NEW 8.625" O.D. x 0.250" W.T., API-5LX-42, LINE PIPE  
\*B\* = 2' OF NEW 8.625" O.D. x 0.500" W.T. TO 0.250" W.T., API-5LX-42  
TRANSITION FITTING (SEE DRAWING PX-491)  
\*C\* = 10' OF NEW 8.625" O.D. x 0.500" W.T., API-5LX-42, LINE PIPE  
\*D\* = 0.7' OF NEW 12.750" O.D. TO 8.625" O.D. TO 0.500" W.T., API-5LX-42,  
CONCENTRIC REDUCER  
① = 28'35" - 12.750" O.D. x 0.500" W.T., API-5LX-42, WELD ELL (3R)  
② = 30'00" - 12.750" O.D. x 0.500" W.T., API-5LX-42, WELD ELL (3R)(2)  
③ = 23'49" - 12.750" O.D. x 0.500" W.T., API-5LX-42, WELD ELL (3R)

PLAN




- NOTES:  
1. EXISTING 8" CALERA BRANCH LOOP LINE WITHIN PIPELINE RELOCATION  
TO BE ABANDONED IN PLACE, FILLED WITH WATER AND CAPPED.  
2. SURVEY STATIONING SHOWN REFLECTS HORIZONTAL SURVEY (20)

AS-BUILT

LAT.
LONG.
PT. CODE 000000

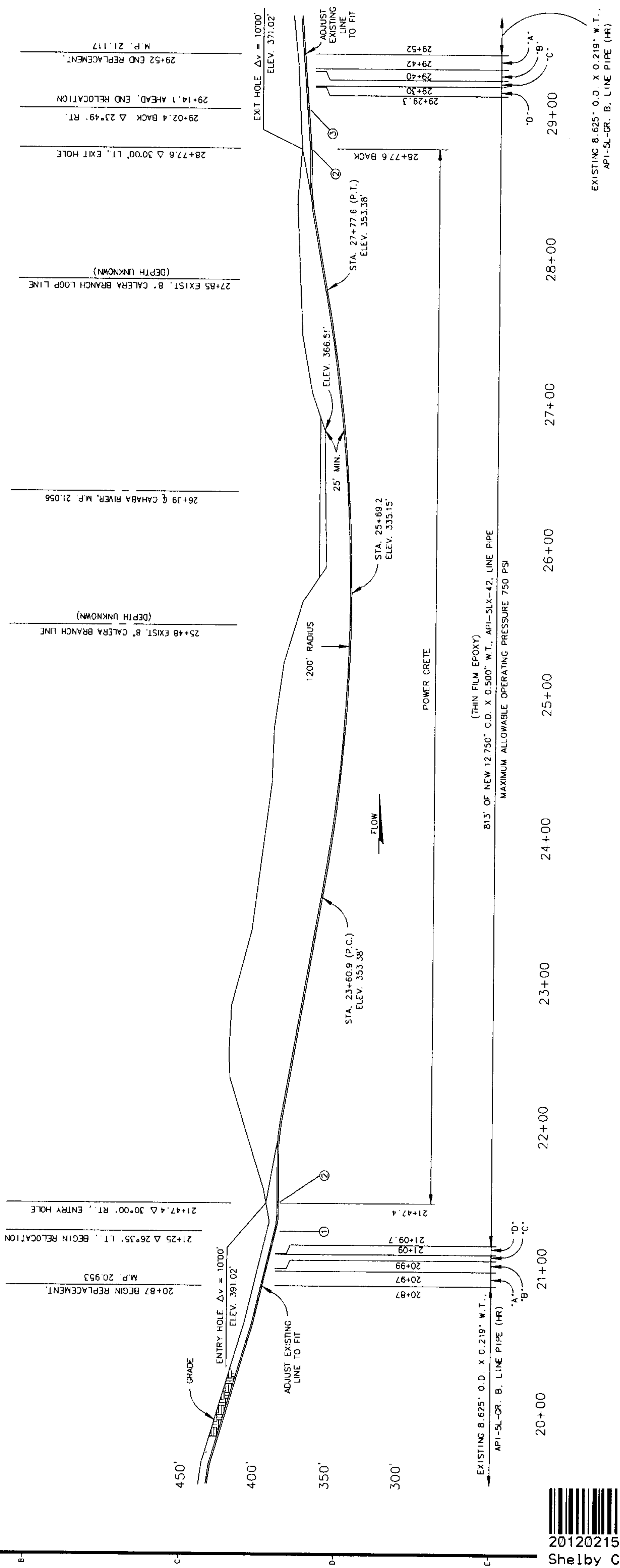
: REFERENCE DRAWINGS

HORIZONTAL DRILL 12.750" O.D. NATURAL GAS PIPELINE CROSSING CAHABA RIVER										 Southern Natural Gas an El Paso company		Sheet: 1 of 1 Project ID: 0000000		Rev. 02	
Division: SOUTHEAST										Op. Area.: BIRMINGHAM		PEW-285-1			
State: ALABAMA										Co./Par.: SHELBY					
Section:										Township:		Range:		AS SHOWN	
Dft:										Date:		Scale:			
CHC:										Date:		Filename:			
Appr:										Date:		PEW285-1.DWG			
NO.										DATE		BY		DESCRIPTION	
REVISIONS															



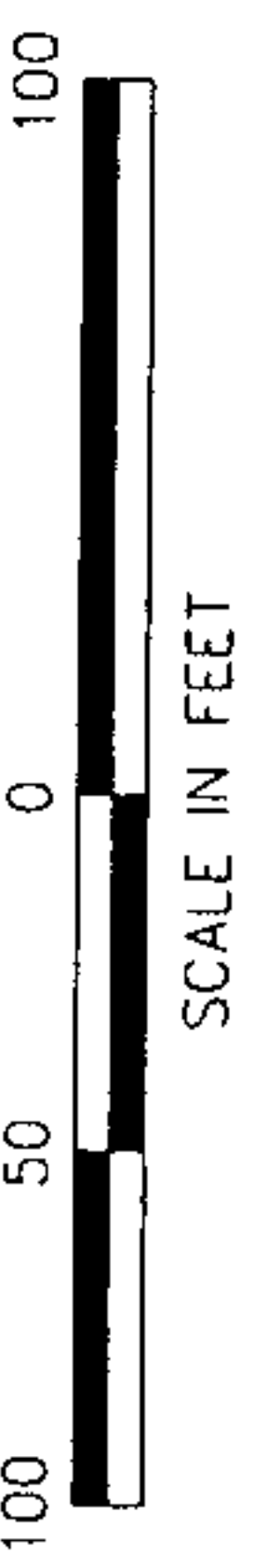
20120215000056670 7/7 \$35.00  
Shelby Cnty Judge of Probate, AL  
02/15/2012 01:34:53 PM FILED/CERT

Shelby County, AL 02/15/2012  
State of Alabama  
Deed Tax:\$5.00



PROFILE

"A" = 10' OF NEW 8.625" O.D. X 0.250" W.T., API-5LX-42, LINE PIPE  
"B" = 2' OF NEW 8.625" O.D. X 0.500" W.T. TO 0.250" W.T., API-5LX-42, TRANSITION FITTING (SEE DRAWING PX-491)  
"C" = 10' OF NEW 8.625" O.D. X 0.500" W.T., API-5LX-42, LINE PIPE  
"D" = 0.7' OF NEW 12.750" O.D. TO 8.625" O.D. TO 0.500" W.T., API-5LX-42, CONCENTRIC REDUCER  
① = 26'35" - 12.750" O.D. X 0.500" W.T., API-5LX-42, WELD ELL (3R)  
② = 30'00" - 12.750" O.D. X 0.500" W.T., API-5LX-42, WELD ELL (3R)(2)  
③ = 23'49" - 12.750" O.D. X 0.500" W.T., API-5LX-42, WELD ELL (3R)



REFERENCES:  
ALIGNMENT MAP NO. P-9-102  
CLASS LOCATION SURVEY MAP NO. B-BC-4  
SEE DWGS. P-11-147, PX-491, PEW-285

AS-BUILT

NO.	DATE	BY	DESCRIPTION	PROJECT ID	APPROV.
REVISIONS					
Southern Natural Gas an El Paso company					
HORIZONTAL DRILL 12.750" O.D. NATURAL GAS PIPELINE CROSSING CAHABA RIVER					
Division	SOUTHEAST	Co. Area	BRISBANE		
State	ALABAMA	Co./Proj.	SUBLET		
Section		Township	Range		
Driller	Date	Project ID	Scale	Type	
CHV	Date	AS SHOWN	AS SHOWN	ACAD	
Appr.	Date	Signature	PEW-285-2.DWG	Sheet	1 of 1
PEW-285-2					1 of 1

REFERENCE DRAWINGS			
LAT			
LOG			
PT. CODE			
REVISED			
NO.	DATE	DESCRIPTION	BY
1	7/22/02	REVISED LOCATION OF ENTRY & EXIT HOLES	T.G.S.
			H.A.D.