

THIS AGREEMENT, made this 8th day of September, 1958, between

SOUTHERN RAILWAY COMPANY, a Virginia corporation,
hereinafter styled Company; and

TOWN OF VINCENT, Alabama, a municipal corporation of Alabama, acting herein by
and through its Gas Board,
hereinafter styled Licensee;

W I T N E S S E T H:

COMPANY grants unto Licensee, in so far as Company's present title enables it so to do, the right or license to construct and maintain a three (3) inch steel gas pipe line, encased in a six (6) inch sealed and vented steel pipe, upon and across the right of way or property (hereinafter called property) and under the existing main track, as well as across and under the future main track, and property therefor, of Company, at a point 1730 feet, more or less, northwest of Milepost 762, at or near PELL CITY, St. Clair County, Alabama;

the aforementioned installation, together with appurtenances, if any, in connection therewith, being hereinafter referred to as "Facility" and being located substantially as shown on print of Drawing No. 36023, dated July 1, 1958,

hereunto annexed and made a part of this agreement.

THE PARTIES HERETO agree in consideration of said license as follows:

1. Licensee will install or construct, use and thereafter maintain said Facility in such manner and condition that Facility will not in any way interfere with the safe and proper operation and maintenance of the railroad of Company or business conducted thereon, or endanger life or limb of persons on the property of Company, and in such installation or construction, use and maintenance agrees to comply with (a) plans and specifications (if any) referred to, shown or noted on said annexed print and such other specifications as may reasonably be prescribed by Company, (b) applicable rules and regulations prescribed therefor by statute or by proper Governmental authority, and (c) applicable current specifications adopted by the Association of American Railroads in so far as they do not conflict with plans and specifications or rules and regulations mentioned in items (a) and (b) above. If the construction, maintenance, use or control of the property of Company or present or future tracks or structures thereupon shall make necessary or advisable any change in the location, grade, elevation or construction of the Facility, Licensee will, at the expense of Licensee, upon written notice from Company, make such change in said Facility as may be necessary to meet the requirements of Company for the purposes aforesaid, and thereafter maintain the same hereunder in all other respects as herein provided.

2. If Licensee shall make default in the performance of any of covenants of Licensee herein contained, or if said Facility shall by reason of improper maintenance or otherwise become a source of danger to, or be likely to interfere with, the railroad operations of Company, and Licensee shall not remedy such default or the condition complained of by Company within 30 days after notification by Company so to do, the license hereby granted may, at the expiration of such 30 day period, at the option of Company, be revoked, and Licensee shall, at the expense of Licensee, upon written notification by Company so to do, and in any event upon the termination of this agreement by either party if provision is hereinafter made for such termination, forthwith remove said Facility from the property of Company and restore said property to condition existing prior to the construction of said Facility thereupon; or, in default thereof, Company may, at its election, take such action as is necessary to require removal of said Facility by Licensee, or itself remove the same and restore the condition of said

property at the expense of Licensee; PROVIDED, however, that in the event of an emergency necessitating, in the judgment of the proper officer of Company, immediate repairs to said Facility, Licensee shall do and perform the requisite work forthwith upon request of Company, or, failing so to do, Company may itself make such repairs, but at the expense of Licensee.

3. Licensee shall be responsible for all injury to or death of persons or loss of or damage to property which may accrue from or be attributable to the construction, maintenance, use or presence of the Facility upon the property of Company, whether said loss, injury or damage shall result from the negligence of Licensee, or agents or employees of Licensee, in or about or in connection with the construction, maintenance or use of said Facility, or otherwise; and Licensee shall indemnify Company against all such loss, injury or damage.

4. Licensee will pay, upon the execution and delivery of this agreement, the sum of none as a contribution toward the engineering, legal and supervision expense incurred by Company.

5. This agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto, as well as upon the parties themselves.

STATE OF ALABAMA
SHELBY COUNTY

ACT NO. 789

I hereby certify that no Deed Tax has been collected on this instrument.

Conrad M. Fowler

Judge of Probate

"TAX EXEMPT"

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written. Done in duplicate, each part being an original.

In presence of:

SOUTHERN RAILWAY COMPANY,
By

James V. Amiley
As to Company.

Charles L. Dawson Jr.
Vice President.

In presence of:

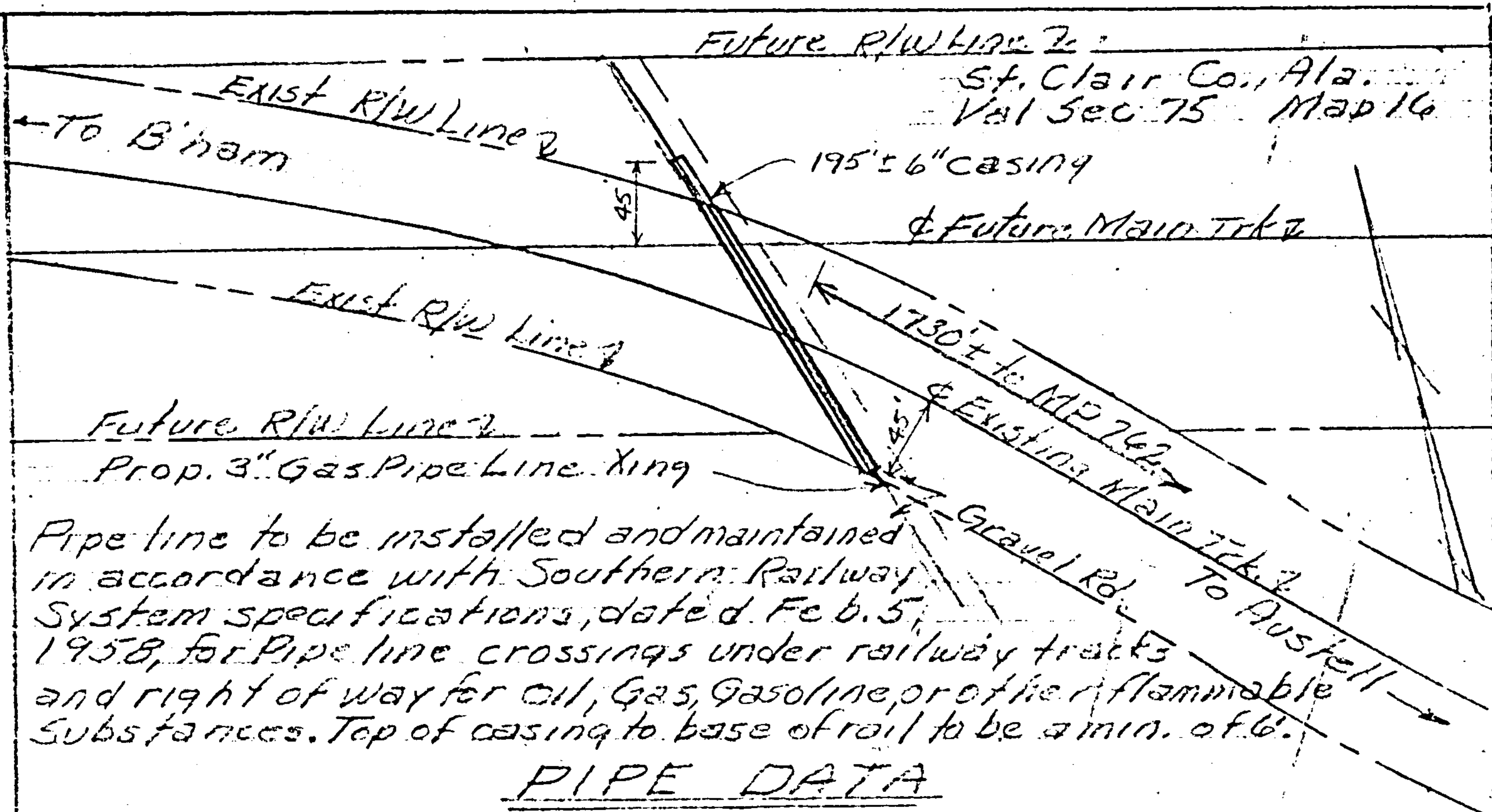
TOWN OF VINCENT, Alabama, acting herein by
and through its Gas Board,
By

James E. Spate
As to Licensee.

W. B. Smith
Chairman.

8-19-58 WLB:da

28931



Pipe line to be installed and maintained in accordance with Southern Railway System specifications, dated Feb. 5, 1958, for Pipe line crossings under railway tracks and right of way for oil, Gas, Gasoline, or other flammable substances. Top of casing to base of rail to be a min. of 6'.

PIPE DATA

<u>Carrier</u>	<u>Casing</u>
3" I. diam. Steel (Sch. 40) Wall thickness .216 - Outside diam. 3.5". Type of joints, Welded. Max. Working Press. 150 psi. Test Press. 300 psi.	195'± 6" I. Diam. Steel (Sch. 40) Wall thickness .280" - O. Diam 6.625". Method of installation - boring.

SOUTHERN RAILWAY SYSTEM
Western Lines B'ham Div.
PELL CITY, ALA.

PROP. 3" GAS PIPE LINE
CROSSING DESIRED BY THE
GAS BOARD FOR THE TOWN OF VINCENT

Office of Ch. Engr. M. W. ES. Cinth., O.
Scale 1" = 100' g.m. 7 July 1, 1958

Dwg. No 36023

Corr. File 5-12295

EXTRACTS FROM MINUTES OF REGULAR MEETING
OF THE MAYOR AND COUNCIL OF THE TOWN OF
VINCENT, ALABAMA, HELD ON AUGUST 9TH., 1958.

WHEREAS, the Town of Vincent desires to install and maintain one 3 $\frac{1}{2}$ " steel natural gas main to be encased in a 6" steel casing pipe where said pipes under the tracks, together with the necessary vents and cut off valves, across and under the right of way and under the tracks of the Southern Railway System near Pell City, Alabama, at a point 1730' west of mile post 762, Pell City, Alabama; and,

WHEREAS, it is desirable and to the Town's best interest for the Town to enter a contract or agreement with the Southern Railway Company, a corporation covering the installation and maintenance of the aforesaid natural gas main;

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF VINCENT, ALABAMA, that D. B. Smith, Chairman of THE GAS BOARD OF THE TOWN OF VINCENT is authorized to enter into and bind the TOWN OF VINCENT, ALABAMA by such contract or agreement as to him may seem expedient with the Southern Railway Company, a corporation, and to execute and deliver the same in the name of the TOWN OF VINCENT, ALABAMA, and the Clerk of the TOWN OF VINCENT, ALABAMA is authorized to attest said contract or agreement and attach the municipal seal thereto.

STATE OF ALABAMA

SHELBY COUNTY

The undersigned duly elected, qualified and acting Clerk of the TOWN OF VINCENT, ALABAMA, does hereby certify the foregoing is a complete, verbatim and compared copy of the minutes of a regular meeting of the Mayor and Council of said Town held on the 9th. day of August, 1958 insofar as said minutes relate to THE GAS BOARD OF THE TOWN OF VINCENT.

WITNESS MY HAND as Town Clerk and the official corporate seal of said Town, this the 29th. day of August, 1958.

Francis E. Spates
Town Clerk

RECORDED 16 FEBRUARY 1959

STATE OF ALABAMA, SHELBY COUNTY

I, Conrad M. Fowler, Judge of Probate, hereby certify that the within Agreement was filed for record the 16 day of Feb 1959 at 10 o'clock and recorded in Deed record, Page 200 and the Mortgage Tax 199 Deed Tax 199 has been paid.

Conrad M. Fowler
Judge of Probate