

307P

THIS AGREEMENT, Made and entered into this 10th day of February, 19 61,
by and between the ATLANTIC COAST LINE RAILROAD COMPANY, a corporation under the laws of
the State of Virginia, hereinafter styled Licensors, and ALABAMA GAS CORPORATION, a corporation
under the laws of the State of Alabama

hereinafter styled Licensee,

WITNESSETH: That Licensors, 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 35 PSI, a line of 2-inch steel pipe across the right of way and under the tracks of Licensors at Pelham, Alabama, at a point 2828 feet northwestwardly, measured along the center line of Licensors' main track, from Mile Post NJ-959; as shown in red on the print attached and made a part hereof; said right of way being 50 feet wide on each side of the center line of said main track.

And Licensee hereby covenants and agrees in consideration thereof:

(1) That Licensee will yield and pay unto Licensors the annual rent or sum of One and 00/100 Dollars (\$1.00) payable at the beginning of each and every year or fractional part thereof during the continuance of this agreement.

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

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

(4) That the Licensors 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 the Licensors, its successors and assigns, from and against all loss, cost, expense, 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 Licensors, its agents or otherwise.

(5) That 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 the Licensors.

(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 Licensors of written notice so to do, remove said pipe from the premises of Licensors and restore said premises to a condition satisfactory to the said Engineer, or other proper officer of Licensors, and that in the event of failure of Licensee so to do, Licensors may remove said pipe and restore said premises at the cost and expense of Licensee, which cost and expense Licensee hereby agrees to pay Licensors on demand.

(7) That the Licensee will pay to the 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.

(8) The portion of said line of pipe under said tracks and roadbed thereof shall be encased by and at the expense of Licensee in 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 - whichever depth may be the lower - measurements being to the top of said conduit.

(9) Licensee agrees to pay to Licensor, in addition to all other considerations mentioned herein, the sum of \$15.00 to partially reimburse said Licensor for the costs of survey and other handling necessary to the making of this agreement.

Note: Any reference herein to Engineer Maintenance of Way shall be construed to mean Division Engineer. The words, "including attorneys' fees" were interlined in Article 4 and Articles 8 and 9 were added herein, all prior to the execution hereof.

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

Witnesses for Licensor:

ATLANTIC COAST LINE RAILROAD COMPANY

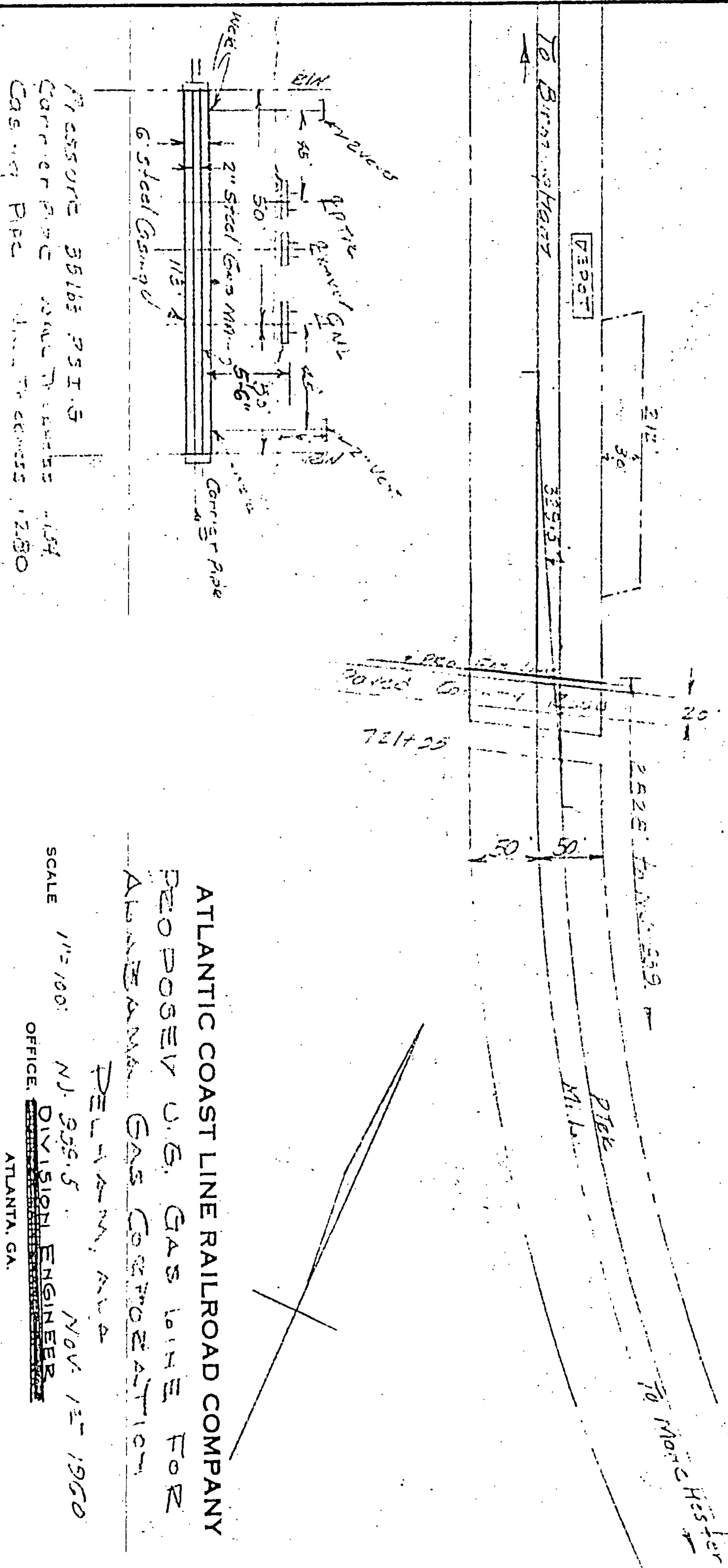
A. J. ...
J. R. McEllen

By: *J. J. ...* (L.S.)
General Manager

Witnesses for Licensee:

ALABAMA GAS CORPORATION

By: *C. E. ...*
President.
Attest: *P. H. ...*
Secretary



ATLANTIC COAST LINE RAILROAD COMPANY
 PROPOSED U.S. GAS LINE FOR
 ALABAMA GAS CORPORATION

DELLAM, A. A.
 SCALE 1"=100' N.Y. 328.5 NOV. 12 1960
 OFFICE DIVISION ENGINEER
 ATLANTA, GA.

3604-1

FILED 11 APRIL 1961

STATE OF ALABAMA, SHELBY COUNTY

I, Conrad M. Fowler, Judge of Probate, hereby certify that the within was filed for record in this office on the 11 day of April 1961 at 11 o'clock, and recorded in Book 215 at page 251 on the 11 day of April 1961. Mortgage Tax _____ Deed Tax _____ has been paid.

Conrad M. Fowler