

THIS AGREEMENT, made and entered into this 19th day of July, 1976, by and between PLANTATION PIPE LINE COMPANY, a Delaware Corporation, hereinafter referred to as "Plantation", and J. HARRIS DEVELOPMENT CORPORATION, hereinafter referred to as "Developer",

7609
W I T N E S S E T H:

WHEREAS, Plantation has heretofore installed or caused to be installed one (1) 8-inch products pipe line(s) through properties now owned by Developer in the S.E. $\frac{1}{4}$ of N.E. $\frac{1}{4}$, Sec. 22, T20S, R3W, Shelby County, Ala. particularly described in the following Right of Way Easement(s) running to Plantation: From Tommie C. Drake and James B. Drake dated October 7, 1941, and recorded in Volume 112, Page 362 in the Shelby County land records.

said pipe lines being a portion of Plantation's interstate pipe line system; and

WHEREAS, Developer proposes to develop into a residential subdivision a portion or all of the above referred to land across which said pipe lines run, which development contemplates the sale of building lots and house construction which will entail the construction of water, gas, sewer, electric, telephone, and other service lines, as well as the construction of roads, driveways, and other related installations which may affect Plantation's right of way, all as shown on developers drawing identified as follows, which is incorporated herein by reference: Plan and profile drawings

entitled "Proposed Entrance to Dearing Downs Subdivision" dated July, 1976, by Allen Whitley, land surveyor.

NOW, THEREFORE, in consideration of One (\$1.00) Dollar cash in hand paid to Plantation, and other good and valuable consideration, including the benefits which will flow to Developer's property, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

- (1) When any proposed road, street, pipeline crossing, or any other construction involved in the development of the property above described, will cross, encroach upon, or otherwise affect Plantation's pipelines or pipeline confinement area, Developer will give Plantation reasonable advance notice of such proposal so that Plantation may have the opportunity to approve or disapprove; and further that all such construction will be made in accordance with the terms of this agreement and the specifications made a part hereof.
- (2) Plantation reserves the right to cut any crossing or encroaching street, drive, line of any nature, or any other installation which may be permitted pursuant to Paragraph 1 above, for the purpose of exercising its easement rights, including, but without being limited to, maintenance and repair of the existing pipelines or the construction of additional pipelines, without liability for restoring the surface of the street or drives or for interruption of service in the use of such installations, at such time and in such manner as Plantation in its sole discretion may deem necessary or desirable for the proper operation of the pipeline system. Plantation will backfill or restore its excavation to normal grade.

Except to the extent made necessary by the construction and maintenance of such permitted crossings and encroachments, and the reasonable use thereof, the exercise of any rights permitted to Developer shall not interfere with or supersede the rights of Plantation under its easement(s) aforesaid.

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(3) The construction of any installations permitted pursuant to Paragraph 1 above shall be made in accordance with "Specifications and Conditions for Pipe Line Crossings," attached hereto, marked Exhibit "A", ~~and~~ ~~"Specifications and Conditions for the Development and Construction of Pipe Line Crossings," attached hereto, marked Exhibit "B", which~~ being made a part hereof.

(4) In the development of these properties, including any construction which may be permitted under this agreement, Developer agrees to reimburse Plantation for: (1) all damages to Plantation's pipelines and other facilities, including any loss of product; and (2) any modification to said pipelines, including casing, which is necessitated in Plantation's sole opinion as a result of the construction, maintenance, or repair of any subdivision installations.

(5) Developer shall investigate, defend, indemnify, and hold Plantation, its officers, employees, agents, servants, and representatives, harmless from all claims, loss, liability, attorney fees, cost and expense, including death, personal injury, and property damage occurring to Developer or its Contractor, or its subcontractors or Plantation, their respective officers, employees, agents, servants, and representatives, or to third parties which arise out of, or in connection with, or by reason of, performance of the work development herein contemplated or the existence of said installations thereafter, expressly including (when permitted by law) claims for property damages or for personal injuries or death which are caused by the negligence of Plantation, its officers, employees, agents, servants, or representatives, either solely or in conjunction with Developer, Developer and Contractor, Developer and subcontractor, or Developer and/or a third person.

(6) The undersigned Developer(s) covenant(s) and warrant(s) to and with Plantation, its successors, and assigns, that said Developer(s) (is, are) the owner(s) or the above-described lands and (has, have) the full right, title, and capacity to execute this instrument for the purposes herein outlined.

(7) This agreement shall run with the land and shall inure to and be binding upon both parties hereto and their successors in title.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

ATTEST: As to Plantation

PLANTATION PIPE LINE COMPANY

By: P. R. Ferguson (SEAL)
P. R. Ferguson, Vice President

T. M. Niblack
T. M. Niblack, Secretary

J. A. Frazier
J. A. Frazier, Secretary

WITNESS: As to Developer

J. HARRIS DEVELOPMENT CORPORATION
(Developer's Name)

ATTEST:

Mary L. Harris
Secretary

1925 Chandaway Drive
Street Address

Birmingham, Alabama 35244
City, State

By: Jack D. Harris (SEAL)
Signature of Signer

Jack D. Harris, President
Print Signer's Name and Title above this line

Note: Use appropriate acknowledgement form

Corporate Acknowledgment:

STATE OF ALABAMA

COUNTY OF Shelby

I, the undersigned authority, in and for said County, in said State, hereby certify that JACK D. HARRIS whose name as President of the J HARRIS DEVELOPMENT 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 and official seal, this 19th day of July, 19 76.

Donald R. Murphy
Notary Public

(Seal)

STATE OF GEORGIA
COUNTY OF FULTON

I, the undersigned authority, in and for said County, in said State, hereby certify that P. R. Ferguson whose name as Vice President of the Plantation Pipe Line Company, 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 27th day of July, 1976.

John A. Rutledge, Jr.
J. A. Rutledge, Jr., Notary Public
Notary Public, Georgia, State at Large
My Commission Expires Jan. 25, 1977



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BOOK 300 PAGE 308

Exhibit "A"
To Subdivision
Agreement

PLANTATION PIPE LINE COMPANY
Division Office
P. O. Box 665
Bremen, Georgia 30110

SPECIFICATIONS AND CONDITIONS FOR PIPE LINE CROSSINGS

1. It is understood and agreed that this permit is granted only to the extent of Plantation's rights or interest and without warranty.
2. The line crossing Plantation's line(s) will be laid under Plantation's line(s) with a minimum clearance of twenty-four (24) inches between the bottom of Plantation's pipe(s) and the top of the line(s) crossing under Plantation. The top of Plantation's line(s) is located approximately two (2) feet below the surface of the ground. This depth, of course, will vary at different points along Plantation's system; however, and regardless of the depth of said line(s), the line(s) crossing under Plantation must be installed at least two (2) feet below and as nearly as possible (but in no event varying more than ten (10) degrees) at right angles to Plantation's line(s). This depth below Plantation's line(s) is to be maintained for the full distance across the pipeline confinement strip, in this instance 30 feet.
3. Agreement and acceptance of the above condition must be acknowledged prior to the beginning of any work within the confines of Plantation's pipeline confinement strip, and the crossing company will not operate nor allow to be operated any excavating machinery upon, or within five (5) feet of Plantation's pipeline on either side thereof. Further, the crossing company will mark the location of the underground crossing on each side of Plantation's right of way at the crossing.
4. It is understood that Plantation does not, by consenting to the proposed installation of this underground facility across its pipeline confinement strip and underneath its facilities, assume any responsibility for the protection of its pipeline. Furthermore, all work performed in connection with this installation will be without expense, risk, or liability to Plantation or any of its directors, officers, agents, representatives, or employees.
5. The crossing company, or its agent, will give a representative of Plantation's Division Office, at the above address, telephone number (404) 537-2361, reasonable notice of the day on which the crossing(s) will be made, in order that arrangements can be made for necessary representatives of Plantation to be present.
6. As soon as practicable after the crossing installation is completed, the crossing company will furnish Plantation with a plat showing the "as-in" location of its line(s) at each crossing in respect to Plantation's pipeline(s) and to a pole, department station number, etc. Plantation's pipeline station number may be obtained from its representative present at the time the crossing is made.

NOTE: Plantation's system at this point consists of one (1) 8-inch line(s).
OFFICIAL SIGNING AGREEMENT ON BEHALF OF CROSSING COMPANY MUST INITIAL
AND DATE THESE SPECIFICATIONS.

Initial JPH Date 7/19/76

4-2-76

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