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STATE OF ALABAMA)

JEFFERSON COUNTY)

THIS AGREEMENT, entered into on this the 13th day of December, 1976, by and between Alabama Gas Corporation, a corporation, hereinafter called the Gas Corporation, and Alabama Power Company, a corporation, hereinafter called the Power Company;

WITNESSETH:

WR
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WHEREAS, the Gas Corporation owns and has heretofore constructed and is maintaining a pipeline or pipelines for the distribution of gas along its easements or rights of way in SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 19 and SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 20, Township 19 South, Range 2 West, Shelby County, Alabama; and

WHEREAS, the Power Company desires to construct, operate and maintain a line of poles, wires and appliances in connection therewith for the transmission and distribution of electricity and a telephone line upon, over and across said right of way at two points shown by the attached drawings marked Exhibit "A" and Exhibit "B" and made a part of this contract for the purpose of more particularly showing the points of crossing.

NOW THEREFORE, for and in consideration of One Dollar (\$1.00) to it in hand paid by the Power Company, the Gas Corporation does hereby grant to the Power Company, insofar as the Gas Corporation has any right or title to make such grant, the right to construct its line of poles, wires and appliances in connection therewith for the transmission and distribution of electricity and a telephone line upon, over and across the said right of way of the Gas Corporation at the locations hereinabove described but subject, however, to the following terms and conditions:

(a) The said lines of the Power Company shall be constructed, operated and maintained in accordance with the specifications of the National Electrical Safety Code, and amendments thereto and revisions thereof from time to time in effect; provided, however, in the event other specifications are now or may hereafter be prescribed by laws of the United States or of the State of Alabama or by any regulatory body having jurisdiction in the premises, the Power Company shall within thirty (30) days thereafter construct, operate and maintain its said lines in accordance with the specifications so prescribed by law or by such regulatory body to the extent that such specifications are inconsistent with the specifications of said Code and the amendments thereto and revisions thereof then effective.

(b) No supporting structures nor any excavations made for any such structures shall be placed and/or made within twenty-five (25) feet of said pipeline without submission to the Gas Corporation of the plans and specifications for such structures and/or excavations and the express written approval of the Gas Corporation obtained thereto.

(c) Should the said lines of the Power Company, as constructed, operated and maintained upon, over and across the said pipelines and rights of way or easements therefor, at any time, in the opinion of the Gas Corporation, interfere with the operation and maintenance of said pipelines or with the ingress or egress of the Gas Corporation over its rights of way or easements within the full scope of its rights thereunder, the Power Company shall at its expense within thirty (30) days after written notice to it by the Gas Corporation of such interference, remedy the same to the reasonable satisfaction of the Gas Corporation. In the event the Power Company shall fail so to remedy such interference within thirty (30) days after such notice, the Gas Corporation shall have the right to remedy such interference and charge the cost thereof to the Power Company. The Power Company agrees to indemnify and hold the Gas Corporation harmless from any



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damage or liability by reason of or arising out of the latter's action in remedying such interference by reasonable and proper means necessary to that end.

(d) The Power Company shall and will at all times hereafter, indemnify, protect and save harmless the Gas Corporation from and against all loss, damage, cost, charges and expense, whatsoever, which it may suffer, sustain or in anywise be subjected to, either on account of damages to property of the Power Company or property in the Power Company's custody, or injury to, or death of, any employee or employees of the Power Company, or others, or on account of damage to property of the Gas Corporation or property in its custody or injury to, or death of, any employee or employees of the Gas Corporation, or others, or any injury to or loss of property of any other person or persons, corporation or corporations, arising out of, resulting from or caused by the construction, maintenance, use, repair, renewal, existence or removal of said electric transmission line or telephone line upon, over and across said rights of way or easements of the Gas Corporation. The Power Company shall promptly notify the Gas Corporation of any unusually hazardous condition relating to the construction, maintenance or existence of its said lines.

This agreement shall be binding upon and inure to the benefit of the respective successors, lessees and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

ATTEST:

R. S. Lacy
Secretary

ALABAMA GAS CORPORATION

By *W. B. Wilson*
Its *VP*

ATTEST:

B. A. Bourron
Secretary

ALABAMA POWER COMPANY

By *J. S. Light*
Senior Vice President

WR APPROVED AS TO TERMS AND DESCRIPTION } By *D. C. Wood*
ASST. MGR. LAND DEPT.



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APPROVED AS TO ENGINEERING

H. V. B. Hays
ASSISTANT CHIEF ENGINEER
ALABAMA GAS CORPORATION

APPROVED AS TO FORM

E. Duncan Hamilton
ATTORNEY

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STATE OF ALABAMA)

JEFFERSON COUNTY)

I, EVELYN E. PULLEY, a Notary Public, in and for said County, in said State, hereby certify that -

WALTER S. WILSON, whose name as Vice President

of Alabama Gas Corporation, 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 this 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 13th day of December, 1976.

Evelyn E. Pulley
Notary Public

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Walter Ramey, a Notary Public, in and for said County, in said State, hereby certify that Jesse S. Vogtle whose name as Senior Vice President of Alabama Power Company, 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 this 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 7th day of JANUARY, 1977.

Walter Ramey
Notary Public

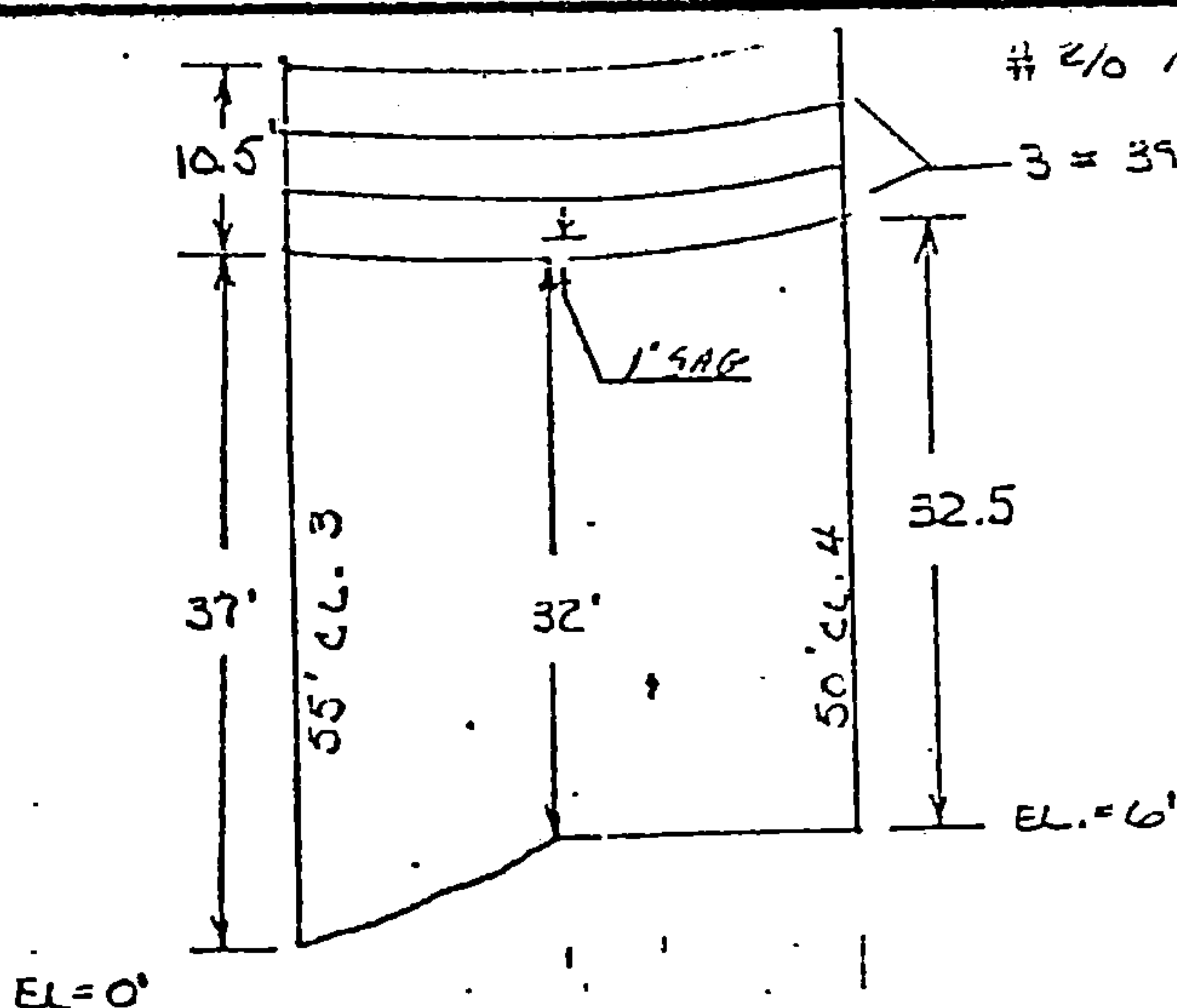


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A-



B'HAM. DIV.
ALABASTER DIST.
SHELBY COUNTY

ALABAMA GAS
Pipeline Crossing

SCALE 1" = 20'

SE 1/4 of SE 1/4 - SEC. 19

SW 1/4 of SW 1/4 - SEC. 20

TP-195, R-2W

R RIVERCHASE



TO HOOVER

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

1977 JAN 24 PM 12:01

Thomas A. Henderson Jr.

• Specifications
Poles: Creosote Pine
Hardware Galv.
Insulators: Porc.
Guys: 5/16" Steel
Clearances at 60°F

DSO 30-156 Year 76

SE. CORNER SEC. 19-T. 195-R2W

225' SPAN

SCALE 1" = 50'

Exhibit "B"

DSO # 8D-156 DWG # D-8D-11819 SH # 1

DR.	NO.	DATE	REVISION
HOLLEY			
TR. THOMAS			
CK.			
APP. J. L.			

ALABAMA POWER COMPANY

SUBJECT PIPELINE CROSSING ALAGASCO

DETAIL CROSSING TO SERVE RIVERCHASE
DEVELOPMENT