

THIS AGREEMENT, made and entered into this 17th day of February, 19 77, by and between PLANTATION PIPE LINE COMPANY, a Delaware Corporation, hereinafter referred to as "Plantation", and Brandywine, Inc., hereinafter referred to as "Developer",

W I T N E S S E T H:

WHEREAS, Plantation has heretofore installed or caused to be installed two 18", one 12" and one 30" products pipe line(s) through properties now owned by Developer in Shelby County, Alabama and more particularly described in the following Right of Way Easement(s) running to Plantation:

Book 112, page 232	Book 257, page 267	All recorded in Shelby County, Ala.
Book 179, page 277	Book 257, page 269	land records.

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

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BOOK
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: Brandywine (First Sector)
February 2, 1977.

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 Underground Telephone and Electrical Power Cable Crossings," attached hereto, marked Exhibit "B", both 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

T. M. Niblack
T. M. Niblack Secretary

By: H. B. McCauley, Jr. (SEAL)
H. B. McCauley, Jr., Vice President
Operations

E. F. Boyd
A. A. Rutledge

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WITNESS: As to Developer

Brandywine, Inc.

(Developer's Name)

Route 1, Box 128A

Street Address

ATTEST:

Eloise Theobald
Secretary

Helena, Alabama 25080

City, State

Yale Fawcett

By: Lenard L. Martin (SEAL)
Signature of Signer

Note: Use appropriate acknowledgement form

Lenard L. Martin, President
Print Signer's Name and Title above
this line

Exhibit "C"
To Subdivision
Agreement

✓ PLANTATION PIPE LINE COMPANY
DIVISION OFFICE
P. O. BOX 708
BAKER, LOUISIANA 70714

CORPORATE ACKNOWLEDGMENT

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned authority, in and for said County, in said State, hereby certify that Lenard L. Martin whose name as President of the Brandywine Corporation, 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 2nd day of February, 1977.

(Seal)

Carol D. Henderson
Notary Public

STATE OF GEORGIA
COUNTY OF FULTON

I, the undersigned authority, in and for said County, in said State, hereby certify that H. B. McCauley, Jr., whose name as Vice President-Operations 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 22 day of February, 19 77.

John A. Rutledge, Jr.

Notary Public, Georgia, State of 1981
My Commission Expires Jan. 23, 1981



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PLANTATION PIPE LINE COMPANY
Division Office
P. O. Box 708
Baker, Louisiana 70714

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 60 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 504/775-0210, 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) as to angle, depth, 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 4 line(s).
OFFICIAL SIGNING AGREEMENT ON BEHALF OF CROSSING COMPANY MUST INITIAL
AND DATE THESE SPECIFICATIONS.

Initial Jm Date 2/2/77

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Exhibit "B"
To Subdivision
Agreement

PLANTATION PIPE LINE COMPANY
Division Office
P. O. Box 708
Baker, Louisiana 70714

SPECIFICATIONS AND CONDITIONS FOR UNDERGROUND
TELEPHONE AND ELECTRICAL POWER CABLE 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. TELEPHONE CABLE:
 - A. The cable crossing Plantation's line(s) will be laid under Plantation's deepest line(s) with a minimum clearance of twenty-four inches (24") between the bottom of Plantation's pipe(s) and the top of the cable installation crossing under Plantation. The crossing shall be as near as possible at right angles to Plantation's line(s) and in no event should vary more than ten (10) degrees.
 - B. The telephone cable will be encased for the entire width of Plantation's right-of-way. EC-PVC duct is preferable; however, other material may be used if approved by Plantation.
3. ELECTRICAL POWER CABLE:
 - A. The cable crossing Plantation's line(s) will be laid under Plantation's deepest line(s) with a minimum clearance of twenty-four inches (24") between the bottom of Plantation's pipe(s) and the top of the cable installation crossing under Plantation. The crossing shall be as near as possible at right angles to Plantation's line(s) and in no event should vary more than ten (10) degrees.
 - B. The cable will be encased for the entire width of Plantation's right-of-way. EC-PVC duct is preferable; however, other materials may be used if approved by Plantation. Two to four inches of concrete shall be placed around the duct or casing.
 - C. Magnesium sacrificial anodes will be installed at each crossing. Also, a test lead line from the power cable and a test box will be at each crossing. Plantation will furnish and install a test lead line for its pipe(s).
4. Agreement and acceptance of the above conditions must be acknowledged prior to the beginning of any work within the confines of Plantation's right-of-way, 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.
5. 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.

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Exhibit "B"
To Subdivision
Agreement
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6. The crossing company and/or developer or their agent, will give a representative of Plantation's Division Office, at the above address, telephone number 504/775-0210 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.
7. 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 cable(s) at each crossing in respect to Plantation's pipeline(s) as to angle, depth, station number, etc. Plantation's pipeline station number may be obtained from its representative present at the time the crossing made.

NOTE: Plantation's system at this point consists of 4 line(s).
OFFICIAL SIGNING AGREEMENT ON BEHALF OF CROSSING COMPANY MUST INITIAL
AND DATE THESE SPECIFICATIONS.

X Initial PM Date 2/2/77

SHelBY COUNTY, ALA.
BY THIS
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Thomas G. Sumner, Jr.
JUDGE OF PROBATE

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