

THIS AGREEMENT, made and entered into this 13<sup>th</sup> day of JANUARY, 1984, by and between PLANTATION PIPE LINE COMPANY, a Delaware Corporation, herein-  
Thomas W. & Barbara W. Strickland  
after referred to as "Plantation", and & Anthony G. & Bonnie E. Howard 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  
Three (One 12-inch, One 18-inch, and One 30-inch) 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:  
Easements dated and recorded as follows: 1941-Book 112, page 370; 1941-Book 112, page 315;  
1941-Book 112, page 586; 1941-Book 112, page 247; 1942-Book 113, page 286; 1968-Book 252,  
page 517; 1968-Book 252, page 481; 1968-Book 255, page 612; 1968-Book 252, page 591; all  
recorded in Shelby County, Alabama land records. 1941-Book 112, page 249; 1968-Book 255,  
said pipe lines being a portion of Plantation's interstate pipe line system; and page 615

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 develop-  
ment 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: "Vincent Estates", Subdivision,  
Douglas & Associates, Drawing dated August, 1983.

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.

PLANTATION PIPE LINE COMPANY

P. O. Box 18616

ATLANTA, GEORGIA 30326

(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

WITNESS:

J. B. Hallbrook

M. W. Heurim

WITNESS: As to Developer

Thomas W. Strickland, et al  
(Developer's Name)

2100 Lynngate Drive  
Street Address

Birmingham, Alabama 35216  
City, State

By: Thomas W. Strickland (SEAL)  
Signature of Signer

By: Barbara W. Strickland (SEAL)  
Signature of Signer

By: \_\_\_\_\_ (SEAL)  
Signature of Signer

By: Donnie E. Howard (SEAL)  
Signature of Signer

James B. Richardson

James B. Richardson

James B. Richardson

James B. Richardson

Note: Use appropriate acknowledgement form

Thomas W. & Barbara W. Strickland - Owners  
Anthony G. & Bonnie E. Howard - Owners  
Print Signer's Name and Title above this line

AL M/L 302-1, 303-1,  
304-1, 305-1  
Sec. 5A

Exhibit "A"  
To Subdivision  
Agreement

PLANTATION PIPE LINE COMPANY  
Division Office  
P. O. Box 708  
Baker, Louisiana 70704-0708

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 50 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.

one 12-inch,  
one 18-inch,

NOTE: Plantation's system at this point consists of & one 30-inch line(s).  
OFFICIAL SIGNING AGREEMENT ON BEHALF OF CROSSING COMPANY MUST INITIAL  
AND DATE THESE SPECIFICATIONS.

Initial \_\_\_\_\_ Date \_\_\_\_\_  
Initial \_\_\_\_\_ Date \_\_\_\_\_

PLANTATION PIPE LINE COMPANY  
DIVISION OFFICE  
P. O. Box 708

Baker, Louisiana 70704-0708

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 if the cable's concentric neutral is in contact with the soil. Also, a test lead line from the power cable concentric neutral and a test box will be at each crossing. Plantation will furnish and install a test lead line for its pipe(s). If the cable's concentric neutral has an insulating jacket preventing contact with the soil, the anodes, test leads, and test box will not be required.
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.

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Exhibit "B"  
To Subdivision  
Agreement

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.
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 crossings(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 is made.

Note: Plantation's system at this point consists of one 12-inch,  
one 18-inch,  
& one 30-inch line(s).

OFFICIAL SIGNING AGREEMENT ON BEHALF OF CROSSING COMPANY MUST  
INITIAL AND DATE THESE SPECIFICATIONS.

Initial \_\_\_\_\_ Date \_\_\_\_\_

Initial \_\_\_\_\_ Date \_\_\_\_\_

ALABAMA:

Individual Acknowledgment:

STATE OF ALABAMA  
COUNTY OF

Jefferson

I, the undersigned authority, in and for said County, in said State, hereby certify that Thomas W. & Barbara W. Strickland whose name is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 7th day of December, 19 83.

(Seal)

Jane B. Richardson  
Notary Public  
MY COMMISSION EXPIRES NOVEMBER 1, 1987.

ALABAMA:

Individual Acknowledgment:

STATE OF ALABAMA  
COUNTY OF

Jefferson

I, the undersigned authority, in and for said County, in said State, hereby certify that Anthony G. & Bonnie E. Howard whose name is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 13th day of January, 19 84.

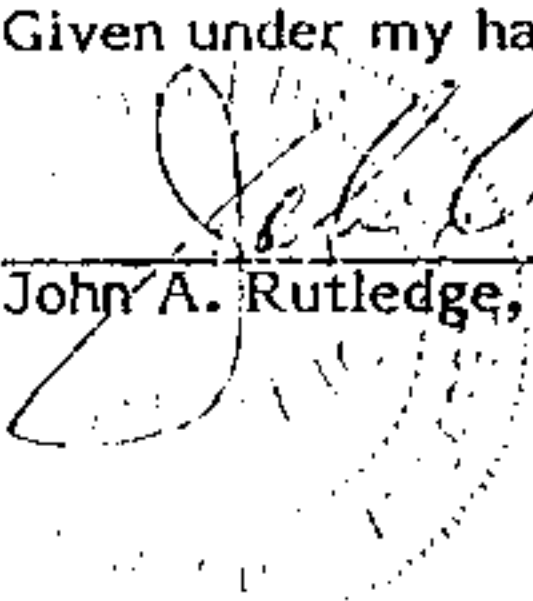
(Seal)

Jane B. Richardson  
Notary Public  
MY COMMISSION EXPIRES NOVEMBER 1, 1987.

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.

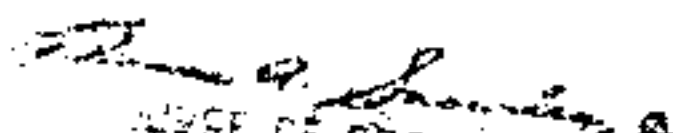
Given under my hand and official seal this 27<sup>th</sup> day of January, 1984.

  
John A. Rutledge, Jr., Notary Public

Notary Public, Georgia, State at Large  
My Commission Expires Jan. 20, 1985

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

1984 FEB -1 AM 8:48

  
THOMAS W. BRUMLEY  
CLERK OF PROBATE

Rec. 11.50  
Ind. 100  
12.50