

REQUEST FOR PERMIT TO CROSS RIGHT OF WAY AND FACILITIES OF PLANTATION PIPE LINE COMPANY

C-0630

SOUTH CENTRAL BELL hereby requests a permit to cross the right of way and  
(Name of Applicant)

interstate pipeline facilities of Plantation Pipe Line Company (Plantation), a Delaware  
and Virginia Corporation, with a buried telephone cable to serve  
(Type and Size of Installation) (Name of)

Dearing Downs and  
Mallard Point Subdivisions in Shelby, Alabama. The proposed  
Subdivision or other Geographic Area) (County/Parish) (State)

crossing will be as shown on the attached sketch (Attach a sketch referencing the cross-  
ing point to known points; the sketch should include, among other things, the land lot  
or section number, township, range, county, and state). See Exhibits "A & B"

If said permit is granted applicant agrees its foreign lines will be installed pursuant  
to the following specifications, unless they are installed on existing highway right of  
way or specific written waivers are granted by Plantation:

SPECIFICATIONS FOR PIPELINE CROSSINGS

- BOOK 116 PAGE 277
1. 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 at right  
angles to Plantation's line(s). This depth below Plantation's line(s) is to be main-  
tained for the full distance across the pipeline confinement strip.
  2. Applicant, 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. Plantation's representatives  
will establish the width of the confinement strip.
  3. Applicant 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 applicant 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, per-  
formance of the work herein contemplated or the existence of said installations  
thereafter, including those claims which are alleged to have been caused from Plan-  
tation's sole or concurrent negligence but 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.
  4. As soon as practicable after the crossing installation is completed, applicant 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 representatives  
present at the time the crossing is made.
  5. Applicant 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;
  6. Applicant will mark the location of the underground crossing on each side of  
Plantation's right of way at the crossing;

7. It is further understood and agreed between Applicant and Plantation:

- A. 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.
- B. That Plantation reserves the right to cut any installation which may be permitted pursuant to this permit for the purpose of exercising its easements 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 installation or for the 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 its pipeline system. Plantation will backfill or restore its excavation to normal grade.
- C. That 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 applicant shall not interfere with or supersede the rights of Plantation under its easements.

8. Execution below by applicant acknowledges agreement and acceptance of the aforementioned conditions and applicant agrees not to begin any work within the confines of the confinement strip until this permit has been executed below by Plantation.

South Central Bell Telephone Company  
Applicant's Name

3196 Highway 280 South  
Street Address

R. H. Langston Operations Manager -  
Print Signer's Name and Title  
Engineering & Construction

Birmingham Alabama 35243  
City State

By: RH Langston  
Signature of Signer

205-972-2434 January 26, 1987  
Telephone Number Date

9. ☒ To the extent of its rights or interest and without warranty Plantation hereby permits the crossing described on this and the obverse side hereof.

☐ Permit denied for the following reasons:

☐ The following are specifically waived:

PLANTATION PIPE LINE COMPANY

By: G. H. Bethea Division  
G. H. Bethea - Manager Title

January 30, 1987  
Date

CAUTION Joint Use  
P - G volts ---

— ASSIGNMENT NOTE —  
PLEASE ASSIGN CT PAIRS

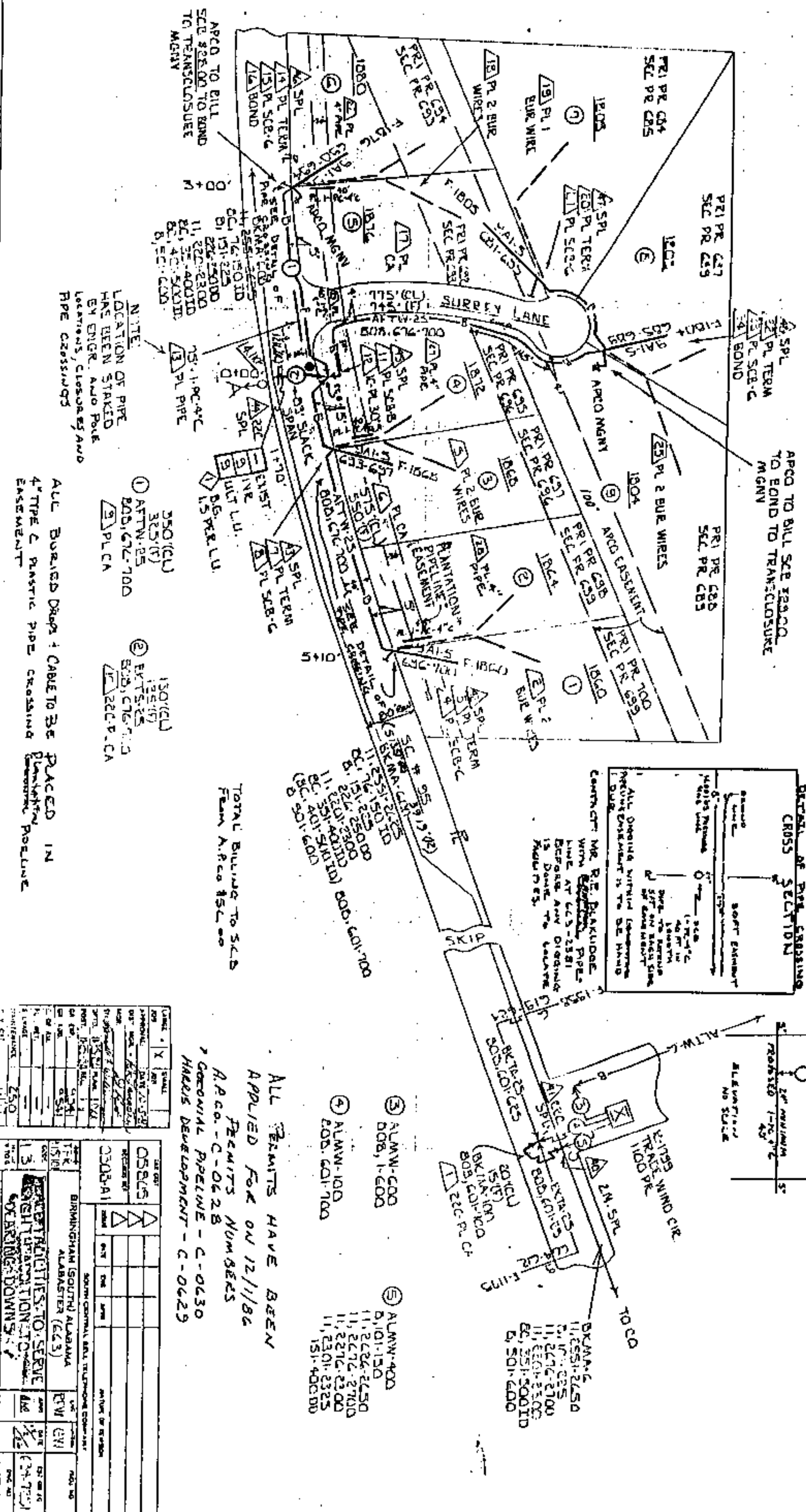
MAKING TRENCH 1505.  
WITH 24" COVER

1 TO 23 EXCEPT —

SPL.  TO  EXCEPT \_\_\_\_\_

ACCOUNT CODE 45C  
UNLESS INDICATED OTHERWISE

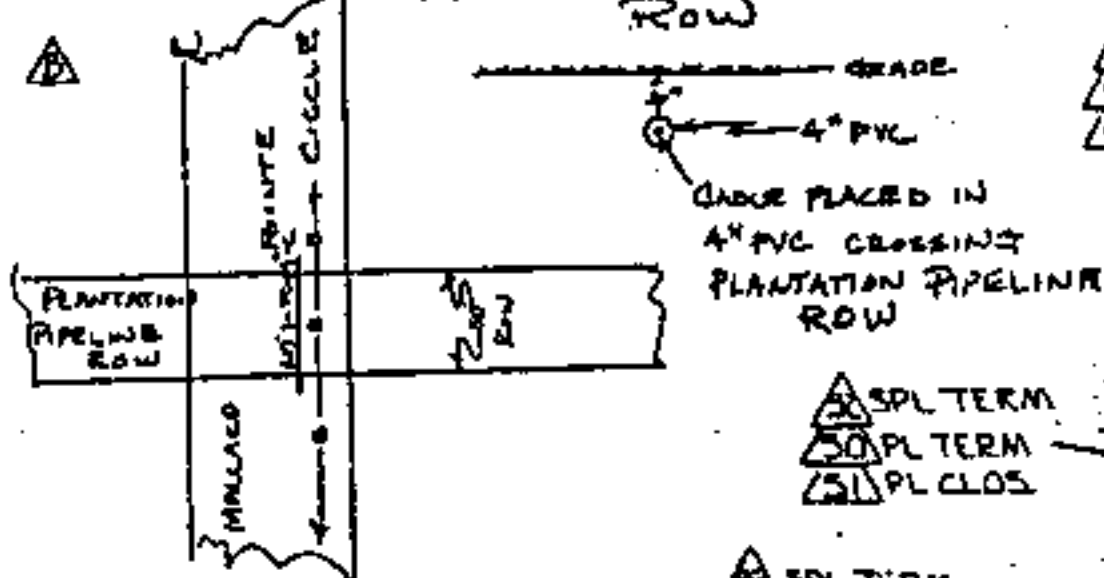
Exhibit "A"



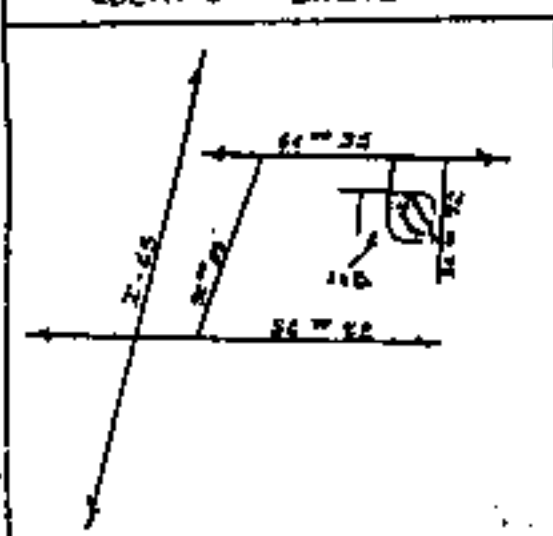
BOOK 116 PAGE 279

CAUTION Joint Use  
P-G Volts \_\_\_\_  
-----

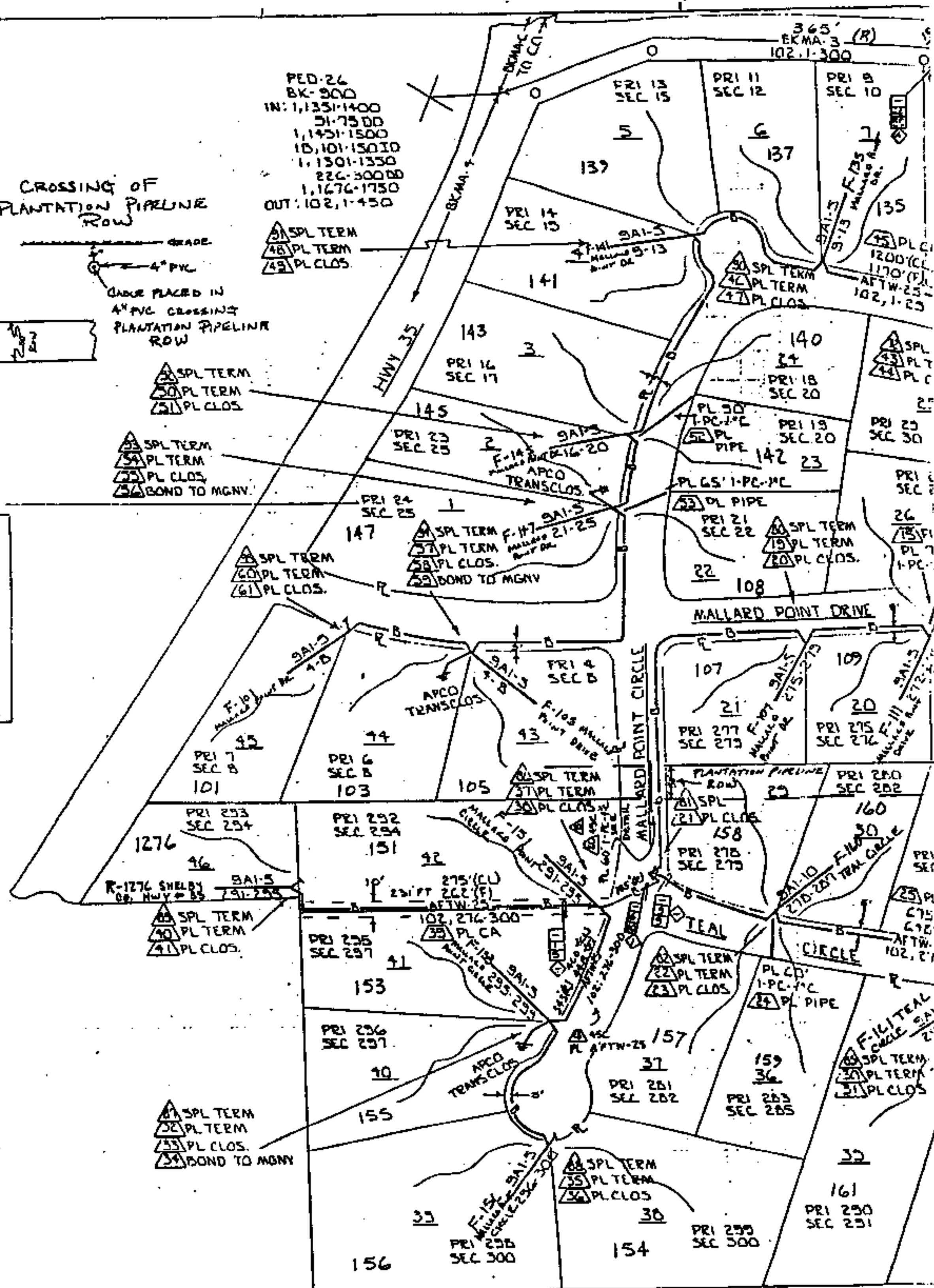
DETAIL OF CROSSING OF  
PLANTATION PIPELINE  
ROW



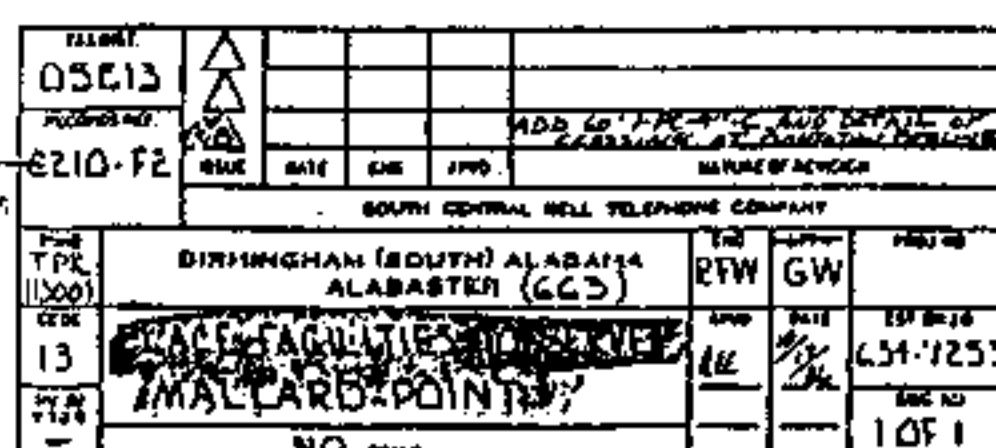
LOCATED SKETCH



BOOK 116 PAGE 280



440P MT SC  
ECTC 0000 1974



1. Club fee	<u>1.50</u>
2. ... fee	<u>          </u>
3. ... fee	<u>12.50</u>
6. ... fee	<u>1.00</u>
TOTAL	<u>13.50</u>