1844

PLANTATION PIPE LINE COMPANY Plantation Division Office AL S/L Sec. 10B

Plantation Reference
AL S/L Sec. 10B 3 & 4
AL M/L Sec. 5A R/W NO. 247-1

P. O. Box <u>1871</u> Baton Rouge, LA 70821-1871

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

0-0630

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
Subdivision or other Geographic Area)

in Shelby (County/Parish

• <u>Alabama</u> (State) The proposed.

crossing will be as shown on the attached sketch (Attacha 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" / "

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

- 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 maintained for the full distance across the pipeline confinement strip.
- 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, performance of the work herein contemplated or the existence of said installations thereafter, including those claims which are alleged to have been caused from Plantation'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;

- 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.

Operations Manager -	Birmingham	Alabama 35243
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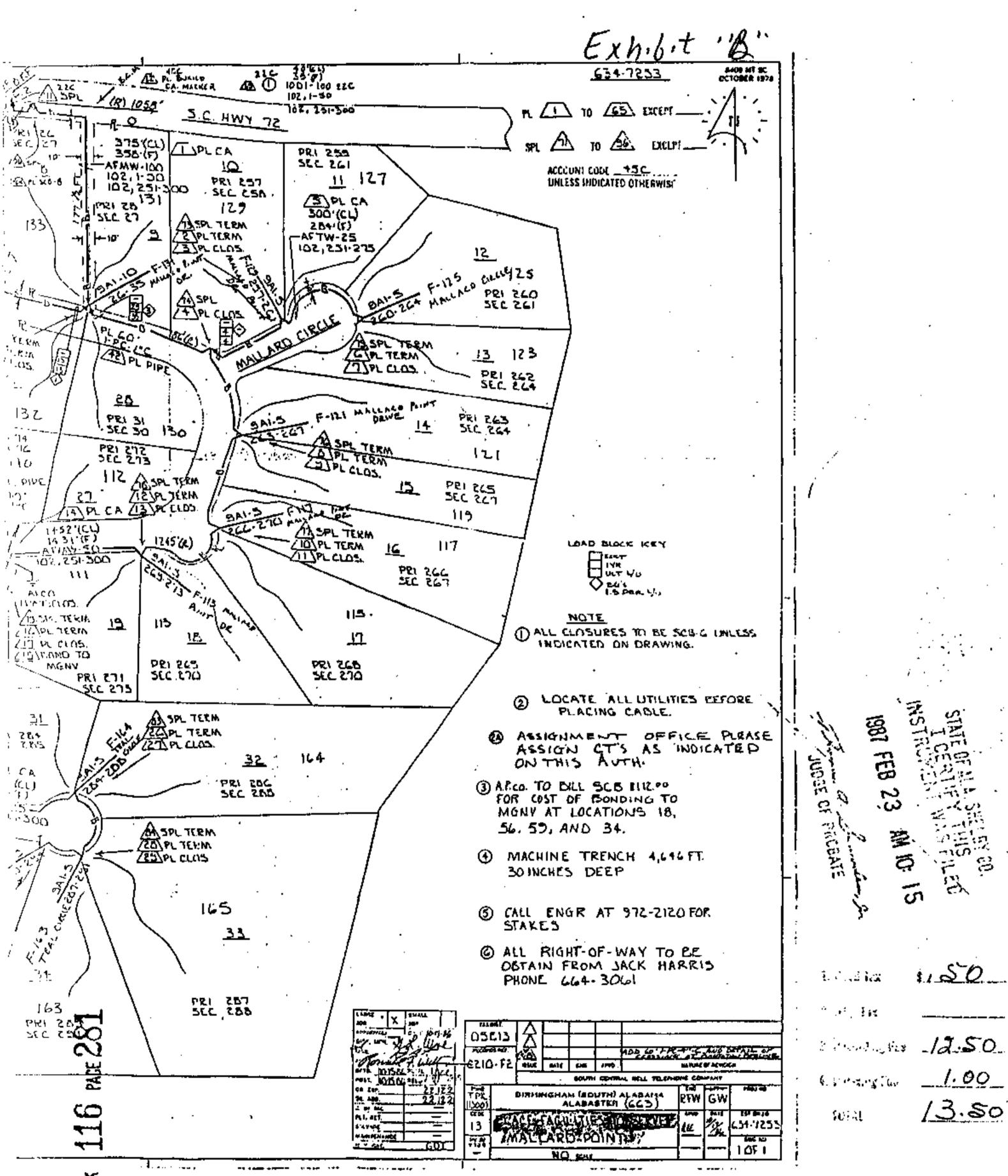
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