

PLANTATION PIPE LINE COMPANY

Division Office
P. O. Box 1871

526603

W.E.# 61700-08-0052-7-00

274 Baton Rouge, LA 70821-1871

Alabama M/L

Plantation Reference

Sec. 5A R/W No. 247-1

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

Alabama Power Company hereby requests a permit to cross the right of way
(Name of Applicant)
and interstate pipeline facilities of Plantation Pipe Line Company (Plantation),
a Delaware and Virginia Corporation, with a underground power line to serve
Section 18, Township 20 South, Range 2 West, (Type, size of Installation)
Mallard Point, Second Addition in Shelby, AL.
(Name of Subdivision or other Geographic Area) (County/Parish) (State)

If said permit is granted, applicant agrees its foreign line(s) or road(s) will
be installed pursuant to the following specifications, unless it is installed on
existing highway right of way or specific written waivers are granted by
Plantation: See Exhibit "A"

SPECIFICATIONS OF ALL CROSSINGS

1. Applicant, or its agent, will give a representative of Plantation's
Division Office, at the above address, telephone number 504/775-0210,
48-hours' 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 representative will establish the width of the
pipeline confinement strip.
2. 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, there-
after, expressly excluding (when permitted by law claims for property damages
or for personal injuries or death which are caused by the sole or concurrent
negligence of Plantation, its officers, employees, agents, servants, or rep-
resentatives.
3. 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
its facilities, assume any responsibility for the protection of its
pipeline(s). Furthermore, all work performed in connection with these
installations 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 request the applicant to relocate
its facilities located on the rights of way of Plantation at the expense
of the applicant when necessary for Plantation to exercise its easement
rights, including, but without being limited to, maintenance and repair
of the existing pipelines or the construction of additional pipelines.
In an emergency to ameliorate an imminent danger to life, health or
property in which case Plantation reserves the right to cut the facility
without liability for restoring the installation or for the interruption
of service in the use of such installation. Recognizing the need for the
continuity of applicant's facilities, in nonemergency situations, Planta-
tion agrees to cooperate with applicant in finding a suitable alternative
location for applicant's facilities within 50 feet of the existing loca-
tion.
 - 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 or supersede the right of

NAME'S ADDRESS
ALABAMA POWER CO.
P. O. BOX 2641
MOBILE, AL 36601
CORP. REAL ESTATE

Instrument prepared by
Corporate Real Estate
of Alabama Power Co.
Birmingham, Ala.

C. Coggins

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4. This agreement shall be binding upon the parties hereto and their respective successors in title.
5. Execution below by Applicant acknowledges agreement and acceptance of the conditions expressed herein both as to Specifications for all crossings and Specifications for Applicant's particular type crossing and Applicant agrees not to begin any work within the confines of the confinement strip until this permit has been executed by the Parties.

SPECIFICATIONS FOR ROAD CROSSINGS

1. Road(s), streets(s), or driveway(s) shall cross as nearly as possible at right angles to Plantation's line(s). The existing cover will be maintained over the line(s) at all points including side ditches, after construction is completed. If cutting is permitted, a minimum of 48 inches of cover shall remain. Any fill added over Plantation's right of way must have specific prior Plantation approval in each case. The street or driveway surface shall be of asphalt so that it can be readily removed with light excavating equipment, unless state, county or municipal specifications require concrete curbs and gutters.

SPECIFICATIONS FOR UTILITY CROSSINGS

1. No excavating machinery will be operated upon Plantation's confinement strip until Plantation's representative is present at the crossing site, and further, no mechanical excavation will be permitted within five (5) feet of any pipeline absent the express authorization of a Plantation on-site representative, which authorization will be given after visual inspection of the pipeline.
2. The line crossing Plantation's line(s) will be laid with a minimum clearance of twenty-four (24) inches. Plantation's representative at the crossing will determine if the line crossing Plantation's line(s) is to be installed over or under Plantation's line(s); unless this decision has been made by Plantation prior to the date of the crossing. The depth of the line crossing Plantation's line(s) is to be maintained for the full distance across the pipeline confinement strip, and the crossing is to be made as nearly as possible at right angles to Plantation's line(s).
3. Electrical power and telephone cables will be encased for the entire width of Plantation's right of way. Schedule 40 EC-PVC duct is preferable; however, other materials may be used if approved by Plantation. Electrical power cables shall be installed with two to four inches of concrete around the duct or casing.
4. The use of explosives will not be permitted within the pipeline confinement strip and any use of explosives in the general area of the pipeline will be conducted in a manner so as to avoid any damage to Plantation's pipeline facilities.

Alabama Power Company

Applicant's Name

Jesse S. Vogtle

Executive Vice President and Counsel

Print Signer's Name and Title

By

Jesse S. Vogtle
Signature of Signer

600 North 18th Street

Post Office Box 2641

Street Address

Birmingham, AL 35291

City

State

Zip Code

205/250-1000

Telephone

11-21-87

Date

To the extent of its rights or interest and without warranty, Plantation hereby permits the crossing described in this request for Permit to Cross Right of Way and Facilities of Plantation Pipe Line Company.

☐ Permit denied for the following reasons:

☐ The following are specifically waived:

APPROVED AS
TO TERMS AND
DESCRIPTION

By Richard B. Leggin
SUPERVISOR - DISTRIBUTION
By W. D. Garner
MANAGER
CORPORATE REAL ESTATE

PLANTATION PIPE LINE COMPANY

By

J. D. Garner
J. D. Garner

Division Manager
Title

APPROVED AS TO FORM
BALCH & BINGHAM

By: Harold Williams

11/30/87
Date

EXHIBIT "A"

PLANTATION PIPELINE CROSSING S-18 T-205 R-2W PROFILE FACING EAST

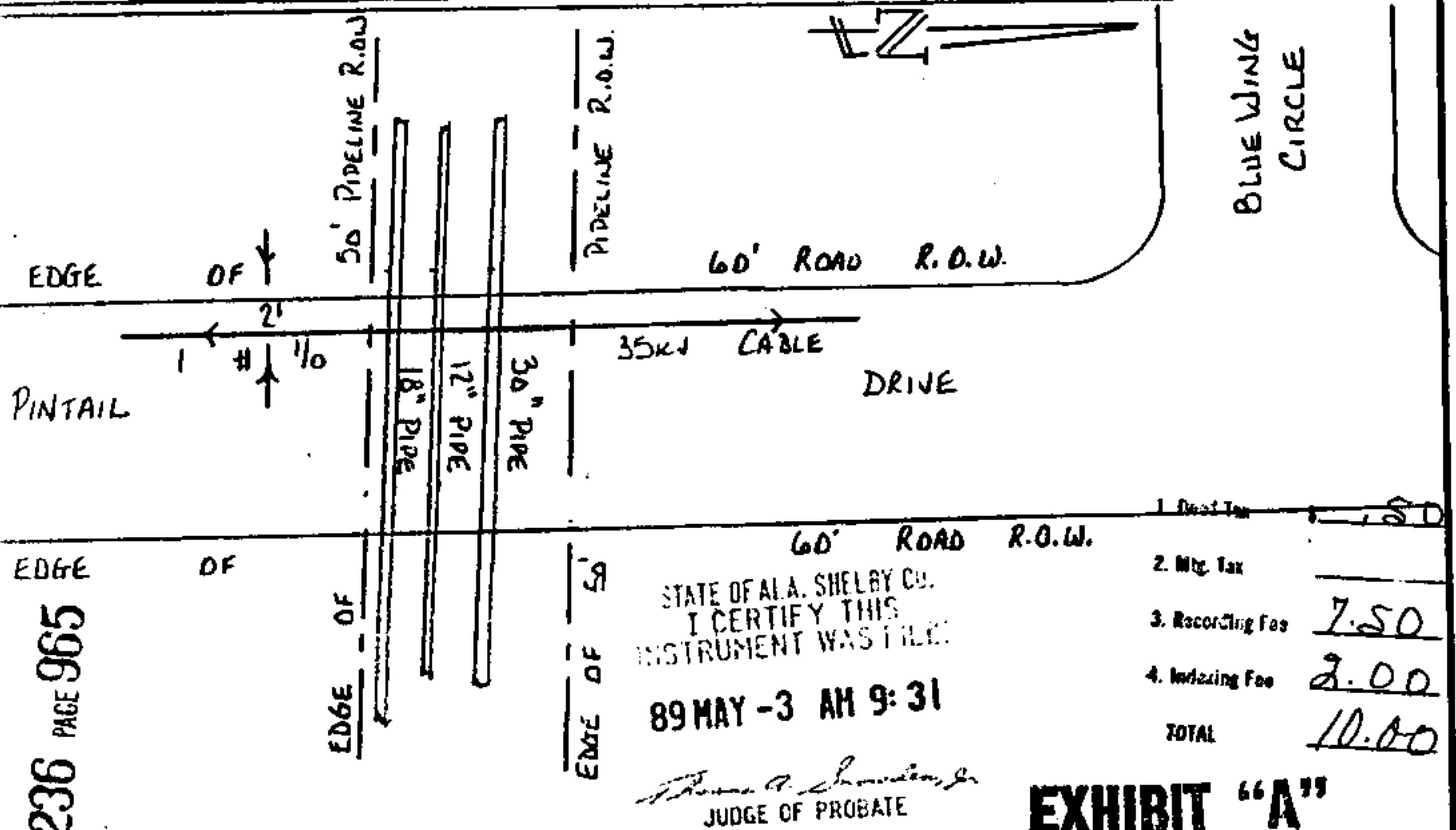
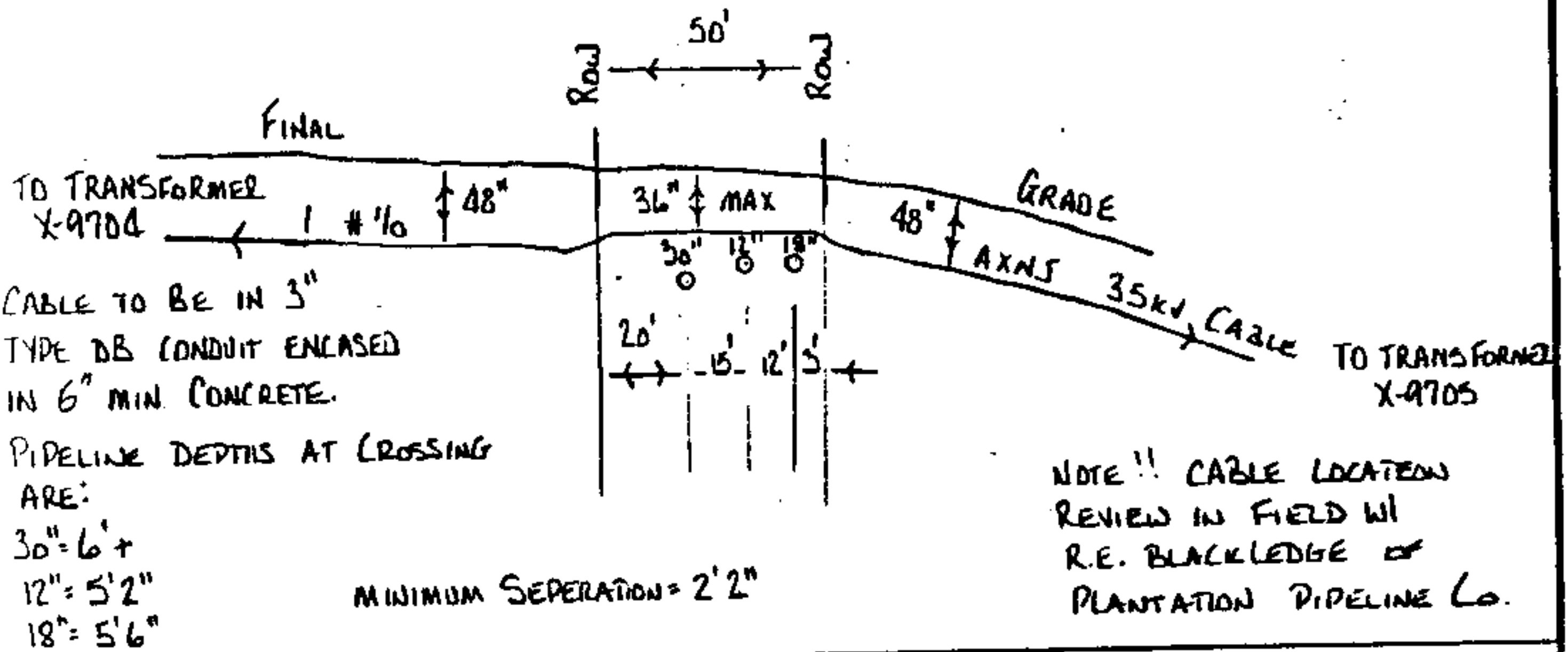


EXHIBIT "A"

W.E. 61700-08-00521-00

DR.	NO.	DATE	REVISION	ALABAMA POWER COMPANY	
J FREIND				SUBJECT NORTH SHELBY DISTRICT 35KV DISTRIBUTION	
TR. M. L. Boy				DETAIL CABLE CROSSING PLANTATION PIPELINE ROW	
CR. M. L. Boy				PINTAIL DR - MALLARD POINT 2ND ADD	
APP. [Signature]					