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SUBDIVISION AGREEMENT

THIS AGREEMENT, made and entered into this 7<sup>th</sup> day of August, 19 89, by and between PLANTATION PIPE LINE COMPANY, a Delaware Corporation, hereinafter referred to as "Plantation", and Apple Gate Realty, Inc. hereinafter referred to as "Developer",

W I T N E S S E I H:

WHEREAS, Plantation has heretofore installed or caused to be installed three (1-12", 1-18", 1-30") 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: Easement from Gulf States Paper Corporation dated July 30, 1968, in South half and SE $\frac{1}{4}$  of NE $\frac{1}{4}$  in Section 9, Township 20 South, Range 1 West, recorded in Book 254, page 515, 516 in land records of Shelby County, Alabama said pipe lines being a portion of Plantation's interstate pipe line system; and

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: Crossbrook Farms - Third Sector prepared by Hickey and Martin L.S., Inc., Job No. 89-P-134, Certified on June 23, 1989, recorded Shelby County, Alabama in Book 13, Page 94.

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.

- (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, 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.
- (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) of 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.
- (8) Plantation shall have the right at any time in the future to lay additional lines of pipe approximately parallel to the existing pipeline(s) within the easement described in Deed Book 254 at Page 515.
- (9) Developer agrees that as subsequent sections or stages of his development occur on property which is subject to the aforesaid pipeline easement or other Plantation easements, Developer will provide Plantation with a copy of the required

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additional drawings which will then become a part of this agreement, and that section of the development will be subject to the terms and conditions hereof as fully as if included herein from the inception.

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

OK  
JAL  
9-11-99

T. A. Bannigan  
T. A. Bannigan, Secretary

By: Roy M. Crook (Seal)  
Roy M. Crook  
Vice President-Operations

Witnesses:  
W. A. Stapleton

Mark A Evans

WITNESS: As to Developer

Apple Gate Realty Inc.  
(Developer's Name)

Wendy Coffey

150 Olde Towne Rd.  
Street Address

M. Blackledge  
Secretary

Birmingham, Al. 35246  
City, State

By: Randall H. Goggans (Seal)  
Signature of Signer

Randall H. Goggans, President  
Print Signer's Name and Title  
above this line.

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EXHIBIT "A"  
To Subdivision  
Agreement

PLANTATION PIPE LINE COMPANY  
DIVISION OFFICE  
P. O. Box 1871  
Baton Rouge, LA 70821-1871

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 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, in this instance 50 feet, and the crossing is to be made as nearly as possible at right angles to Plantation's line(s), but in no event varying more than ten (10) degrees.
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 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. 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 Pipe Line facilities.

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It is understood 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 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, and/or developer, or their 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 representative of Plantation to be present.

NOTE: Plantation's system at this point consists of three line(s).

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

Initial RHB Date 8-17-89

EXHIBIT "B"  
To Subdivision  
Agreement

PLANTATION PIPE LINE COMPANY  
DIVISION OFFICE  
P. O. Box 1871  
Baton Rouge, LA 70821-1871

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 with a minimum clearance of twenty-four (24) inches. Plantation's representative at the crossing will determine if the cable 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 cable crossing Plantation's line(s) is to be maintained for the full distance across the pipeline confinement strip, in this instance 50 feet, and the crossing is to be made as nearly 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. Schedule 40 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 with a minimum clearance of twenty-four (24) inches. Plantation's representative at the crossing will determine if the cable 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 cable crossing Plantation's line(s) is to be maintained for the full distance across the pipeline confinement strip, and the crossings to be made as nearly 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. Schedule 40 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.
4. Agreement and acceptance of the above conditions 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 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.

Initial RHB Date 8-7-89

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 its facilities, assume any responsibility for the protection of its pipeline(s). 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 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.

NOTE: Plantation's system at this point consists of three line(s).

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

Initial RHG Date 8-7-89

ALABAMA:

Individual Acknowledgment:

STATE OF ALABAMA  
COUNTY OF Jefferson

I, the undersigned authority, in and for said County, in said State, hereby certify that Randall H. Goggans 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 1 day of August, 19 89.

(Seal)

Arden J. Beal  
Notary Public

Corporate Acknowledgment:

STATE OF ALABAMA  
COUNTY OF Shelby

I, the undersigned authority, in and for said County, in said State, hereby certify that Randall H. Goggans whose name as President of the Apple Gate Realty Inc., 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 7<sup>th</sup> day of July, 1989.

(Seal)

Randall H. Goggans  
Notary Public  
Arden J. Beal  
Notary Public

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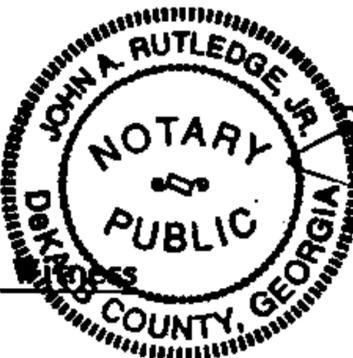
**ALABAMA:**

**Corporate Acknowledgment**

STATE OF GEORGIA  
COUNTY OF FULTON

I, the undersigned authority, in and for said County, in said State, hereby certify that Roy M. Crook 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 15<sup>th</sup> day of September, 1989



*John A. Rutledge, Jr.*  
John A. Rutledge, Jr. Notary Public

Notary Public, DeKalb County, Georgia  
My Commission Expires Jan. 10, 1993

(Seal)

**Acknowledgment by Subscribing Witness**

STATE OF ALABAMA  
COUNTY OF \_\_\_\_\_

I, the undersigned authority, in and for said County, in said State, hereby certify that \_\_\_\_\_ a subscribing witness to the foregoing conveyance, known to me, appeared before me on this day, and being sworn, stated that \_\_\_\_\_, the grantor, voluntarily executed the same in his presence, and in the presence of the other subscribing witness, on the day the same bears date; that he attested the same in the presence of the grantor, and of the other witness, and that such other witness subscribed his name as a witness in his presence. Given under my hand, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_\_.

(Seal)

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

89 DEC 11 AM 11:02

**Individual Acknowledgment**

STATE OF ALABAMA  
COUNTY OF \_\_\_\_\_

I, the undersigned authority, in and for said County, in said State, hereby certify that \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

1. Deed Tax	-----	Notary Public
2. Mig. Tax	-----	\$ _____
3. Recording Fee	-----	\$ <u>20.00</u>
4. _____ Fee	-----	\$ <u>3.00</u>
5. _____ Fee	-----	\$ _____
6. _____ Fee	-----	\$ <u>1.00</u>
Total	-----	\$ <u>24.00</u>

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