



A G R E E M E N T

PLANTATION PIPE LINE COMPANY

P. O. BOX 188  
ATLANTA, GEORGIA 30326

THIS AGREEMENT, made and entered into this 30th day of April, 1990, by and between PLANTATION PIPE LINE COMPANY, a Delaware Corporation, hereinafter referred to as "Plantation", and J. HARRIS DEVELOPMENT CORPORATION, an Alabama Corporation, hereinafter referred to as "Developer",

W I T N E S S E I T H:

WHEREAS Plantation has heretofore installed or caused to be installed one 8-inch products pipeline(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:

FROM: Grady and Ithiel Patton, dated August 12, 1941, recorded in Book 112, Page 277, Office of the Judge of Probate, Shelby County, Alabama,

FROM: J. Ross Hanahan and Marie G. Hanahan, dated November 17, 1941, recorded in Book 113, Page 59, Office of the Judge of Probate, Shelby County, Alabama.

FROM: Paul O. Luck, Clarice W. Luck, Lena Brewer and R. Brewer, dated November 5, 1941, recorded in Book 112, Page 586, Office of the Judge of Probate, Shelby County, Alabama.

said pipeline(s) being a portion of Plantation's interstate pipeline system; and

WHEREAS, Developer has developed a portion of the above referred to land across which said pipeline runs, which development consists of a retail/office commercial park facility which involves four (4) asphalt paved crossings of the pipeline confinement strip. The development required paving over the easement area only in the four asphalt crossings indicated on the "Proposed Commercial Development" drawing, by Reynolds & Varner, Inc., Surveyors-Engineers, 500 Southland Drive, Birmingham, Alabama 35226, Owner, J. Harris Development Corporation, P. O. Box 9, Pelham, Alabama 35124, dated February, 1988, said drawing referred to herein and made a part hereof by reference.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) cash in hand paid to Plantation, and other good and valuable consideration, including the benefits which flow to Developer's property, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows

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- (1) Plantation, insofar as it is entitled to do so, hereby permits the placing of asphalt surfacing and curbing for four (4) crossings, on and across its above-described right of way. Developer agrees that he will effect no change in grading of the right-of-way strip, fill or cut.
- (2) Plantation reserves the right to cut said asphalt surfacing, curbing or any other installation which may be constructed across its right of way, for the purpose of exercising its easement rights, including but without being limited to, maintenance and repair of the existing pipeline or the construction of additional pipelines, without liability for restoring the asphalt surfacing or other installation 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.

The construction of any installations permitted pursuant to this agreement shall be made in accordance with "Specifications and Conditions for Pipe Line Crossing", 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.

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) In the development of these properties, including the landscaping of the confinement strip, ornamental shrubbery or other similar vegetation shall be restricted to a type producing a shallow root base with no tap root and a mature height no greater than 4 feet. All trees are deemed detrimental to the pipelines and shall not be placed within the easement corridor.
- (4) 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.
- (5) The undersigned Developer covenant(s) and warrant(s) to and with Plantation, its successors, and assigns, that said Developer is the owner of the above-described lands and has the full right, title, and capacity to execute this instrument for the purposes herein outlined.
- (6) This agreement shall run with the land and shall inure to and be binding upon both parties hereto and their successors in title.
- (7) Plantation shall have the right at any time in the future to lay additional lines of pipe approximately parallel to the existing pipeline within the easements described in Book 112, Page 277; Book 113, Page 59; Book 112, Page 586.

(8) Developer agrees that as subsequent sections or stages of his development occur on property which is subject to the afore-said pipeline easement or other Plantation easements, Developer will provide Plantation with a copy of the required 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

T. A. Bannigan, Secretary

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

WITNESS:

J. A. Rittledge  
Harry H. Hume

ATTEST: As to Developer

J. HARRIS DEVELOPMENT CORPORATION  
1109 Townhouse Road  
Helena, Alabama 35080

James H. Lyon

By: Jack D. Harris (SEAL)  
Signature of Signer

WITNESS:

James H. Lyon  
James H. Lyon  
Notary Public

Jack D. Harris, President  
Print Signer's Name and Title above  
this line

My Commission Expires MY COMMISSION EXPIRES OCTOBER 24, 1992

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OK HJH  
4/24/90


STATE OF GEORGIA:

To-wit:

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 instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, 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 notarial seal this 2nd day of May, 1990.

  
Notary Public

Notary Public, DeKalb County, Georgia  
My Commission Expires Feb. 20, 1994

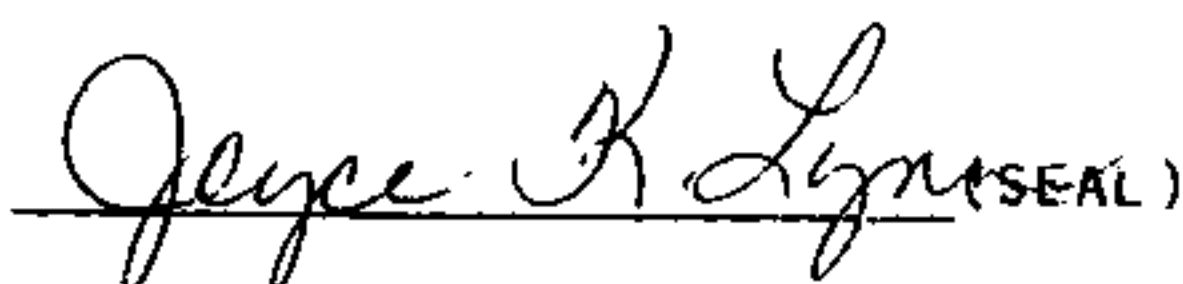
STATE OF ALABAMA

To-wit:

COUNTY OF SHELBY

I, the undersigned authority, in and for said County, in said State, hereby certify that Jack D. Harris whose name as President of the J. Harris Development Corporation, a corporation, is signed to the foregoing instrument, 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 26th day of April, 1990.

 (SEAL)

MY COMMISSION EXPIRES OCTOBER 24, 1992

PLANTATION PIPE LINE COMPANY  
Division Office  
P. O. Box 1871  
Baton Rouge, LA 70821-1871

SPECIFICATIONS AND CONDITIONS FOR PIPE LINE CROSSING

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 20 & 30 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, its representative present at the time the crossing is made.

NOTE: Plantation's system at this point consists of one 8-inch line(s). OFFICIAL SIGNING AGREEMENT ON BEHALF OF CROSSING COMPANY MUST INITIAL AND DATE THESE SPECIFICATIONS.

Initial DWH Date 4/26/90

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 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.



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 crossing(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 "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 8-inch line(s). OFFICIAL SIGNING AGREEMENT ON BEHALF OF CROSSING COMPANY MUST INITIAL AND DATE THESE SPECIFICATIONS.

Initial JWA Date 4/26/90

|                  |    |       |
|------------------|----|-------|
| 1. Deed Tax      | \$ |       |
| 2. Mtg. Tax      | \$ |       |
| 3. Recording Fee | \$ | 17.50 |
| 4. Indexing Fee  | \$ | 3.00  |
| 5. No Tax Fee    | \$ |       |
| 6. Certified Fee | \$ | 1.00  |
| Total            | \$ | 21.50 |

STATE OF ALABAMA  
I CERTIFY THIS  
INSTRUMENT WAS FILED

90 MAY -7 PM 1:54

*Thomas J. Thompson, Jr.*  
JUDGE OF PROBATE