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STATE OF ALABAMA)

SHELBY COUNTY)

GRANTOR'S
~~GRANTEE'S ADDRESS~~
ALABAMA POWER CO.
P.O. BOX 2641
BIRMINGHAM, AL 35291
ATT: CORP. REAL ESTATEThis instrument prepared in
the Corporate Real Estate Dept.
of Alabama Power Co.
Birmingham, Alabama

Dr. Edna Handley

THIS AGREEMENT, made and entered into on this the 6th day of July,
1994, by and between Alabama Power Company, a corporation, hereinafter
sometimes called Power Company, and Alabama Gas Corporation, hereinafter
called the Alagasco;

WITNESSETH:

WHEREAS, the said Power Company is the owner of an electric
transmission line easement upon, over, and across certain lands in Shelby
County, Alabama, said easement being acquired by that certain instrument
executed by W. I. McGuire and wife, Nancy McGuire, recorded in Deed Book
175, page 292 in the office of the Judge of Probate, Shelby County,
Alabama, and referred to as APCO Parcel 148707, and reference is hereby
expressly made to such record for a particular description of such land;
and

WHEREAS, Alagasco desires to acquire an easement for the purpose of
installing a two-inch (2") gas main, hereinafter referred to as facility of
the Alagasco, at the location more particularly described and shown on
Exhibit "A", attached hereto; and

WHEREAS, Power Company is willing to grant such easement to the extent
of its interest upon, under, along, through and across such transmission
line easement hereinabove described upon the ~~1994-29786~~ conditions
hereinafter set out:

NOW, THEREFORE:

In consideration of the premises and ~~the~~ further consideration of the
sum of One and No/100 Dollars (\$1.00), in hand paid to Power Company by
Alagasco, receipt of which is hereby acknowledged, Alabama Power Company to
the extent of its interest does hereby grant to Alagasco, its successors
and assigns, subject to the terms and conditions hereinafter set forth, the
right to construct, operate, maintain, and/or remove a two-inch (2") gas
main upon, under, along, through and across its right of way and underneath
the power transmission lines located thereon. The location of and
specifications for the facility shall be as shown in red on Drawing
A-190-1005, marked Exhibit "A", attached hereto and made a part hereof.

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Alagasco shall construct and maintain its facility at the location hereinabove described in accordance with the following:

a. The said facility of Alagasco shall be constructed and maintained in accordance with the adopted procedures of well-regulated businesses and undertakings of same or similar kind, and in such manner as not to cause the facilities of Power Company to be in conflict with the specifications of the National Electrical Safety Code, or any other specifications prescribed by laws of the United States or of the State of Alabama, or any regulatory body having jurisdiction with respect to such facilities. At any time such specifications are not being met because of the construction, maintenance and/or presence of said facility then Alagasco shall within 30 days after notice that such specifications are not being met, revise or alter said facility of Alagasco in accordance with such specifications.

b. In the event said facility of Alagasco interferes with the existing structures or facilities of Alabama Power Company which are located on or under such right of way including, but not limited to towers, poles, guy wires, conductors, crossarms, counterpoise, conductors or anchors, or in the event said facility interferes with the construction, operation or maintenance of additional structures or facilities to be placed on or under such right of way, Alagasco shall revise or alter said facility of Alagasco in such a manner so that it will not interfere with the construction, operation or maintenance of such existing or additional structures and facilities.

c. Power Company specifically reserves unto itself the right of ingress and egress to and from its facilities at all times and should said facility of Alagasco so constructed hinder or interfere with Power Company's ingress and egress for the proper operation and maintenance of its facilities, then Alagasco shall make the necessary provisions to eliminate same.

d. Alagasco shall construct and maintain its facility, both now and in the future, in a manner that will prevent any erosion or washing away of the lands of Power Company which its facilities cross. If at any time said facility of Alagasco is the underlying cause of any erosion or washing, then Alagasco will immediately take necessary steps to prevent same.

e. Alagasco shall do no blasting within fifty (50) feet of any tower foundation and in the event it becomes necessary in the construction and

installation of said facility of Alagasco to use dynamite or do any blasting outside the said fifty (50) foot radius of tower foundations, Alagasco shall use blasting mats in order to protect the facilities of Power Company.

f. Alagasco, in the construction and maintenance of said facility of Alagasco, shall not deposit or place any spoil closer than 25 feet of any Power Company poles, towers, structures and/or guy wires presently located on said lands and no spoil shall be placed at any location that will reduce the present conductor clearances underneath Power Company's facilities.

g. Alagasco shall mark and keep marked, with permanent monuments extending two feet (2') above the earth, the point of entry, intervals every two hundred (200) feet and exit of the line on said right of way of Power Company; however, neither Power Company nor its agents, servants or employees shall be liable for any loss, damage or claim resulting from and/or caused by contact with and/or pressure on said facility of Alagasco unless Alagasco shall have so marked the route of said facility of Alagasco on the right of way so as to indicate its courses thereover. No sign or structures shall be erected and maintained on said right of way above ground level by Alagasco except as provided for herein.

h. Upon completion of the construction, Alagasco shall remove or cause to be removed all equipment used and all debris and refuse resulting from the construction of said facility and shall leave the premises in a condition satisfactory to Power Company.

i. Alagasco agrees to reimburse Power Company for damage to any of Power Company's facilities resulting from the construction, operation, maintenance, and repair and/or removal of said facility of Alagasco.

j. Alagasco will at all times hereafter indemnify, protect and save harmless Power Company from any and all claims, loss, damage, expense and liability which Power Company may incur, suffer, sustain, or be subjected to resulting from or arising out of the negligent use by Alagasco of the rights herein granted. "Negligent use" as the term is used herein shall include any violation of the foregoing or the following provisions:

(1) Alagasco shall use extreme caution in operating machinery and equipment across said lands and shall at all times maintain at least a clearance between the machinery and the overhead conductors, as will meet the following standards:

(i) for lines rated 50 kv or below, minimum clearance between the lines and any part of the equipment or load shall be 10 feet.

(ii) for lines rated over 50 kv, minimum clearance between the lines and any part of the equipment or load shall be 10 feet plus 0.4 inch for each 1 kv over 50 kv, or twice the length of the line insulator, but never less than 10 feet.

(2) Alagasco shall also maintain a horizontal clearance adequate in distance for all purposes to protect Power Company's facilities between the machinery and any of Power Company's poles, towers, structures, counterpoise facilities and/or guy wires placed on such lands in the future.

(3) There shall be no physical contact with Power Company's support structures or the lessening of support therefor, or damage to any of Power Company's support structures, guys or counterpoise facilities therefor.

(4) Any metal pipeline being installed on Power Company's right of way shall be installed with the pipe constantly grounded so as to prevent all injuries as could arise from induced electric charges or shock during construction, maintenance, use or removal of the pipeline.

(5) Blasting on the right of way shall be conducted only in a completely safe manner so as to prevent all injury whatsoever to any person or property.

Any breach by Alagasco of said standards of care agreed to in writing and as set out above shall be considered negligence per se on the part of Alagasco.

Provided further, for any construction, installation or other use of the rights herein granted to be performed for Alagasco by an individual or entity other than Alagasco (including the Alagasco's contractors, agents or assigns), the Alagasco shall obtain acceptable liability insurance protection, for Power Company as a named insured on a policy conforming to Exhibit "B" attached hereto.

Herein the term "Alagasco" shall include the named Alagasco in this document and its employees.

This agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to

be executed by their authorized officials on this the 6th day of July,
1994.

WITNESS:

ALABAMA POWER COMPANY

By: Sara R. Parks
Supervisor, Corporate Real Estate
Birmingham Division

WITNESS:

ALABAMA GAS CORPORATION

Brenda Leveance

By: George M. Taylor
Vice President - Technical
Services

Approved As To Engineering

Jeffrey M. Ellis

MANAGER - TECHNICAL SUPPORT

Alabama Gas Corporation

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, _____, a Notary Public, in and for said State,
hereby certify that SARA R. PARKS, whose named as Supervisor of Alabama Power
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 this 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 official seal, this the 8TH day of JULY,
1994.

William R. Childress
Notary Public

STATE OF ALABAMA)

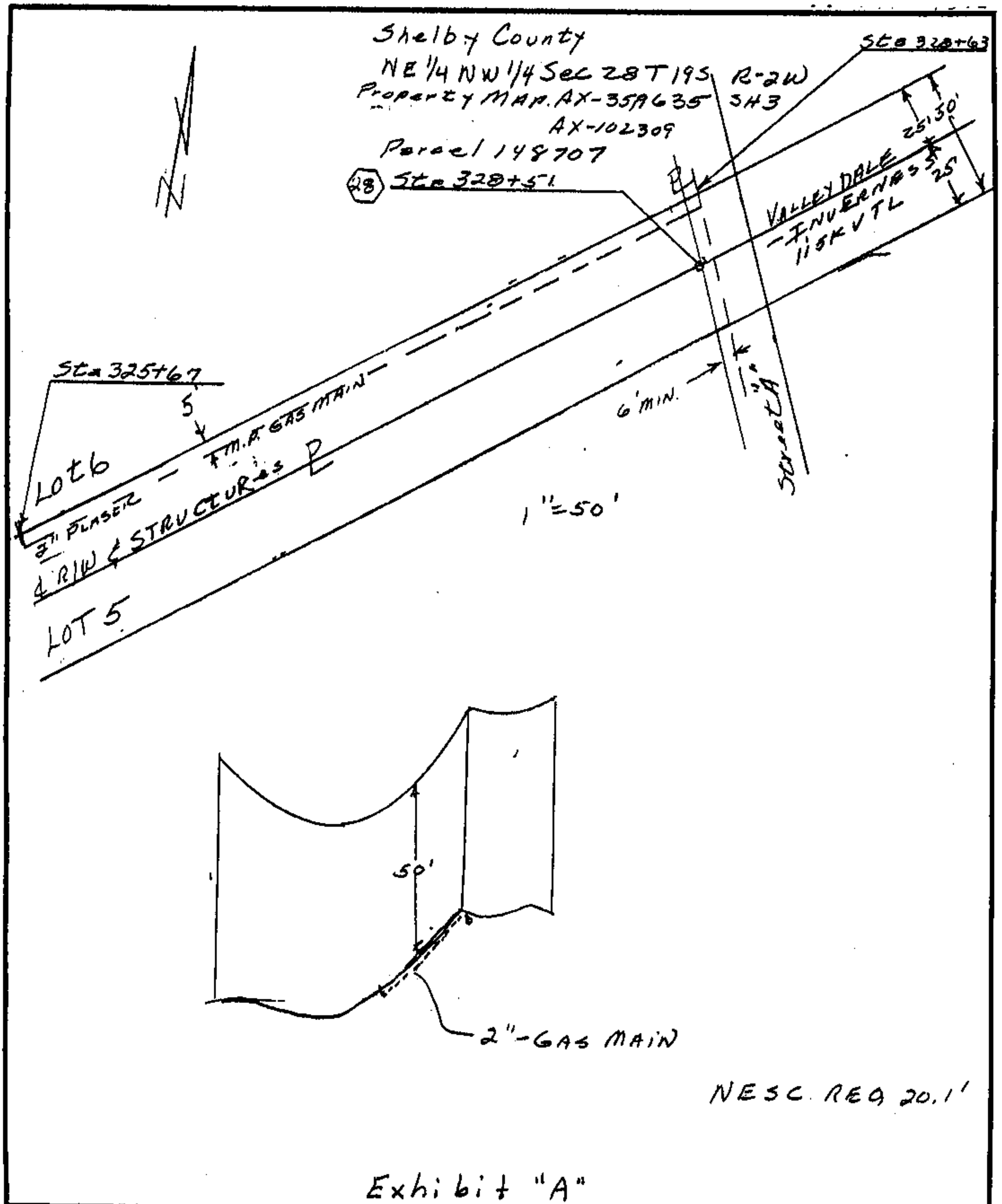
COUNTY OF)

I, Laura R. Dover, a Notary Public, in and for said County
in said State, hereby certify that George M. Taylor,
whose named as Vice President -
Technical Services of Alabama Gas 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 this 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 official seal, this the 6th day of July,
1994.

Laura R. Dover
Notary Public

MY COMMISSION EXPIRES MAY 15, 1995



DR. <u>ELW</u>	NO.	DATE	REVISION	ALABAMA POWER COMPANY
TR.				
CK.				
APP. <u>ELW</u>				
DATE <u>6-22-74</u>	SUPERSEDES _____			SCALE _____
				SH. <u>1</u> OF <u>1</u> SHEETS
A-190-K05				

EXHIBIT "B"

ALABAMA GAS CORPORATION (ALAGASCO), has entered into a contract with Alabama Power Company relating to this Exhibit. Alabama Power Company requires the following certificates of insurance in addition to Alagasco's certificates.

If any work contemplated under this document is to be performed by outside contractors of Alagasco, or subcontractors thereof, Alagasco shall present to Power Company, prior to any entity entering onto Power Company's right of way, acceptable policies or certificates of insurance which afford to Power Company the following insurance protection.

- (1) Worker's Compensation - The liability of Alagasco's Contractor and their subcontractors of any tier for claims for injury to employees engaged in this work and for death resulting therefrom under any applicable State or Federal Worker's Compensation Act. In addition, such coverage shall include Employer's Liability with a limit of at least \$300,000 per person. Such insurance shall be endorsed to waive any right of subrogation for such claims against Alabama Power Company, the Southern Company and their subsidiaries.
- (2) Comprehensive General Liability - The legal liability of Alagasco, its Contractor and its/his subcontractors for claims or damages.
 - (a) For personal or bodily injuries, including death, arising out of work to be performed under this contract in an amount not less than:

\$1,000,000 for any one person per occurrence.

\$1,000,000 for any one occurrence.
 - (b) For damage to property belonging to other than such Contractor or his subcontractors in an amount of not less than:

\$500,000 for any one accident and subject to an aggregate amount not less than \$500,000.

The insurance policy providing the above coverage shall be endorsed substantially as follows: During the effective period of the policy mentioned herein, it is agreed that this insurance specifically covers all liability assumed by the insured under the provisions of a contract entered into by Alabama Gas Corporation and Alabama Power Company, dated _____, 19____, and further, it is specifically agreed that Alabama Power Company is a named insured under the terms of this policy of insurance and covered by all of its terms and provisions.

- (3) Automobile Liability - For personal or bodily injuries, including death, and/or for damages to property belonging to other than Contractor or his subcontractors caused by automotive equipment of or used by Contractor or his subcontractors in an amount not less than \$500,000 per personal injury or death of any one person per occurrence.

\$1,000,000 for personal injury or death of any one occurrence.

\$250,000 for property damage for any one accident.

Prior to beginning any work under the contract to which this is attached, Alabama Power Company shall be furnished by the Contractor with a certificate of the above insurance showing that the premium therefor has been paid. Alabama Power Company shall be furnished a ten (10) day cancellation notice of this insurance coverage.

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