

## DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into this 30th day of March, 1994, by and between PLANTATION PIPE LINE COMPANY, a Delaware Corporation, hereinafter referred to as "Plantation," and AWTREY BUILDING CORP., hereinafter referred to as "Developer,"

### WITNESSETH:

WHEREAS, Plantation has heretofore installed or caused to be installed One 8-inch products pipeline through properties now owned by developer in Sections 2, 3, and 10, Township 21 South, Range 3 West, City of Alabaster, Shelby County, Alabama, and more particularly described in the following Right of Way Easements running to Plantation from:

Mrs. Clyde Walton dated November 11, 1960, and recorded in Book 212, Page 635, Shelby County, Alabama, Land Records;

Elizabeth T. Weller dated August 19, 1941, and recorded in Book 112, Page 364, Shelby County, Alabama, Land Records;

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

WHEREAS, Developer proposes to develop into a residential establishment, a portion or all of the above referred to land across which said pipeline runs, 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:

### PRELIMINARY PLAT - CONSTRUCTION PLANS SUMMER BROOK

Prepared by R. C. Farmer & Assoc., Inc. - Dated 11/5/93

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 pipeline 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 pipeline 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.

03/27/1995-07744  
10:45 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
- JDB HCB 10:50

Inst # 1995-07744

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 easements aforesaid.

- (3) The construction of any installations permitted pursuant to Paragraph 1 above shall be made in accordance with "Specifications for All Crossings" attached hereto, marked Exhibit "A" and 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 pipeline and other facilities, including any loss of product; and (2) any modification to said pipeline, 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 covenants and warrants 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.
- (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 within the easements described in Book 212, Page 635, and Book 112, Page 364, Shelby County, Alabama, Land Records.
- (9) Developer agrees to notify subsequent purchasers of Plantation's existing pipeline easements and caution them that no permanent structures, trees, or fill dirt in excess of 2 feet may be placed over Plantation's pipeline confinement strip.
- (10) Developer agrees that as subsequent sections or stages of his development occur on property which is subject to the aforesaid pipeline easements 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.
- (11) Developer agrees to include in the restrictive covenants pertaining to this development, terminology clearly stating:
  - (a) The erection of fences of any type across Plantation's easements shall have a gate or a removable section of fence sixteen feet wide ~~within the easement area.~~
  - (b) The fences, shrubbery or similar items shall not be placed longitudinally down or parallel to Plantation's pipeline within the easement corridor.
  - (c) Ornamental shrubbery or other similar vegetation or plant growth shall be restricted to a type having a shallow root base with no tap root and a mature height no greater than four feet. All trees are deemed detrimental to the pipelines and shall not be placed within the easement corridor.

- (d) Permanent structures of any type shall not be placed within Plantation's easement corridor. Structures deemed "temporary" shall have a time limit imposed commensurate with the type of structure and the time frame shall be at the discretion of Plantation's representative.
- (e) Any concrete driveways shall have expansion joints every ten (10) feet and shall not contain any rebar or other like materials.
- (f) All gates restricting access to Plantation's easement area shall maintain a Plantation Pipe Line Company lock which will be provided by Plantation.
- (g) Recreational facilities to include, but not limited to, picnic tables, grille boxes, playground equipment, basketball goals, and volleyball nets, shall be of a type that allow being moved with ease without destroying the facilities. Posts shall be installed no greater than 18 inches deep. No posts shall be installed over Plantation's pipeline.
- (h) Pipeline marker posts required by the Department of Transportation for public notification and safety shall be provided by Plantation and maintained on the easement area indefinitely.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

ATTEST: As to Plantation

Thomas A. Bannigan  
Thomas A. Bannigan, Secretary

PLANTATION PIPE LINE COMPANY

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

WITNESS:

Quint L. Hunt  
Rose M. Corley

WITNESS: As to Developer

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Kurt Gammell  
Notary Public  
My Commission Expires Oct. 6, 1997

AWTREY BUILDING CORP., Developer

3201 LORNA ROAD  
Street Address

Birmingham, AL 35216  
City, State

By: Donald R. Slattery (Seal)  
Signature of Signer

DONALD R. SLATTERY  
Executive Vice President  
Print Signer's Name and Title above this line.

AL SL R/W Nos. 14H & 15T  
Section 10B

EXHIBIT "A"  
To Development Agreement

PLANTATION PIPE LINE COMPANY  
DIVISION OFFICE  
P. O. Box 665  
Bremen, Georgia 30110

SPECIFICATIONS FOR ALL 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. Developer, or its agent will give a representative of Plantation's Division Office, telephone number (404) 537-2361, 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.
3. Plantation does not, by consenting to the proposed installation of any 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.
4. Agreement and acceptance of the terms of this document 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.

SPECIFICATIONS FOR ROAD CROSSINGS

5. Road(s), street(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. 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.
6. No cut or removal of soil from the right of way is permitted. Leveling of the right of way will be by fill only and the maximum fill is 3 feet except as necessary for road crossings. Fill limits will be determined by Plantation onsite representative.
7. A 3-foot soil pad is to be constructed and maintained across Plantation's right of way to allow heavy equipment to cross the right of way. A Plantation representative must be present during the construction of this pad.

SPECIFICATIONS FOR UTILITY CROSSINGS

8. The utility 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 utility 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 utility 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).
9. 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.

NOTE: Plantation's system at this point consists of One 8-inch products pipeline.

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

AL SL R/W NOS. 14H & 15T  
Section 10B

Initials LPF Date 3/24/94

STATE OF GEORGIA

COUNTY OF FULTON

Before me Holly Jennings Hammet, of the State and County aforesaid, personally appeared Roy M. Crook with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Vice-President / Operations of **PLANTATION PIPE LINE COMPANY**, the within named bargainor, a corporation, and that he as such Vice-President / Operations, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Vice-President / Operations.

Witness my hand and seal, at office in said County and State, this 4th day of April, 1994.

My Commission Expires Notary Public, DeKalb County, Georgia  
My Commission Expires Feb. 14, 1998

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STATE OF ALABAMA

COUNTY OF SHELBY

Before me the undersigned, of the State and County aforesaid, personally appeared Donald R. Gladden with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Exec. Vice President of **AWTREY BUILDING CORP.**, the within named bargainor, a corporation, and that he as such Exec Vice President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Exec Vice President.

Witness my hand and seal, at office in said County and State, this 24th day of March, 1994.

My Commission Expires 10-6-94.

03/27/1995-07744  
10:45 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
005 NCB 18.50

lost # 1995-07744