

## **Relocation of CP Ground Bed Agreement**

State of Alabama

SS

County of Shelby

WHEREAS, RIVERWOODS PROPERTIES LLC, a limited liability company hereinafter referred to as "Riverwoods," is proposing to construct the Riverwoods Subdivision, including the construction of two access roads, hereinafter collectively referred to as the "Project," located in a part of the NE¼ of the SW¼ of Section 17, Township 20 South, Range 3 West, Shelby County, Alabama.

WHEREAS, SOUTHERN NATURAL GAS COMPANY, hereinafter referred to as "Southern," is the owner and operator of a 30-foot wide, 600-foot long ground bed for cathodic protection ("CP," with such CP bed being referred to as the "CP Facility") pursuant to the easement contained in that certain Agreement dated January 24, 1964, by and between Louisville and Nashville Railroad Company ("L&N") and Southern (the "Easement Agreement"), being over and across a portion of the same location as the Project and being as shown on that certain survey attached hereto as Exhibit A, that requires relocating as a result of the Project.

WHEREAS, Riverwoods and Southern agree that the parties would best be served by relocating the CP Facility where the Project is proposed in order to allow for the construction of the Project.

WHEREAS, the CITY OF HELENA, a municipality of the State of Alabama ("Helena"), is agreeable to Southern relocating the CP Facility onto its property.

NOW THEREFORE, for and in consideration of the mutual benefits to all parties, and intending hereby to be legally bound, it is understood and agreed as follows:

1. Southern will relocate or have its CP Facility relocated to another 30-foot wide, 600-foot long right of way for the CP Facility (hereinafter referred to as the "Work"). Upon completion of the Work, Southern and Helena, as successor to L&N, will amend the Easement Agreement to provide for the new location of the CP Facility and being as shown on Drawing number CU-206 attached hereto as Exhibit B, that requires relocating as a result of the Project. Southern shall prepare and deliver to Helena all documentation necessary to amend the Easement Agreement to provide for the new location of the CP Facility.
2. Riverwoods agrees to pay Southern for all reasonable costs incurred by Southern in connection with the Work. Southern currently estimates those costs to be \$44,621 outlined on the Confidential Cost Estimate attached hereto as Exhibit C. Upon execution of this Agreement, Riverwoods shall pay Southern \$44,621. (the Prepayment"). After the Work has been completed, Southern shall render a credit or invoice to Riverwoods, as appropriate, including supporting documentation verifying the actual costs incurred, for any difference between the actual cost incurred by Southern and the Prepayment; provided, however, that Riverwoods shall be



obligated to pay Southern for the total actual cost of the Work, whether the actual cost is more or less than the amount of the Prepayment. Riverwoods shall reimburse Southern for any remaining balance due within thirty (30) days following its receipt of the final invoice from Southern. If a credit is due, Southern shall enclose a check for the difference with the final invoice.

3. Upon receipt of both originals of this Agreement executed by Riverwoods and a check in the amount of \$44,621, Southern will complete the processing of this document, return a fully executed original of the Agreement to Riverwoods and begin the Work as soon as reasonably possible; provided, however, that Southern shall not be obligated to begin construction until it has obtained all governmental permits needed to perform the Work. Subject to timely receipt of any such permits and provided there are no weather or environmental delays, no delays in the receipt of any materials or equipment needed for the Work, and no event of force majeure or other unforeseen circumstance, Southern will complete the Work within ninety (90) days of its receipt of the Prepayment.
4. Southern will keep all cost records pertaining to the Work in order to have them readily available for Riverwoods to audit, should it desire to do so. Riverwoods has the right to audit the records during the regular office hours of Southern for a period of two (2) years from the date the Work is completed.
5. After Southern has completed the Work, Riverwoods will be so advised. Riverwoods then agrees to notify Mr. John Abts, Southern's Birmingham area Representative, at 205/325-7125 at least 48 hours prior to commencing work on the Project.
6. By granting its consent to the Project in conjunction with the performance of the Work, it is understood that Southern does not assume any additional responsibility for the protection, operation, or maintenance of its facilities because of the Project, nor is Southern or Riverwoods waiving, relinquishing, or altering any rights under the Easement Agreement or any related agreements, except for the amendment by Southern and Riverwoods of the Easement Agreement to provide for the new location of the CP Facility.
7. Riverwoods shall carry, and cause its contractors and subcontractors to carry, at its and their own expense, in reliable insurance companies reasonably satisfactory to Southern, insurance to cover its obligations and liabilities under this Agreement in connection with the Work and the Project, including, but not limited to Worker's Compensation Insurance with Employer's Liability coverage, General Liability Insurance with Contractual Liability coverage, and Automobile Liability Insurance, as applicable. Riverwoods further agrees that all policies of insurance that are intended to cover any liabilities, expenses, losses, claims, costs (including court costs and attorneys' fees), suits, or causes of action incurred hereunder shall be properly endorsed to waive the insurer's rights of subrogation, under any such policies, against Southern.



8. This Agreement shall be construed in accordance with the laws of the State of Alabama, is subject to all valid laws, rules, or regulations of any governmental authority having jurisdiction, incorporates the entire agreement between the parties as to the subject matter hereof, may only be changed or amended by written agreement of the parties hereto, and shall be binding on the parties hereto as well as their successors and assigns.

WITNESS THE EXECUTION HEREOF this 15<sup>th</sup> day of June, 2005.

**RIVERWOODS PROPERTIES LLC**

**CITY OF HELENA, ALABAMA**

*Jim Z. Hubbard*  
By: JIM Z. HUBBARD  
Title: SECRETARY of RZ, Inc.  
Managing Member  
of Riverwoods Properties LLC

*Charles Penhal*  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

**SOUTHERN NATURAL GAS COMPANY**

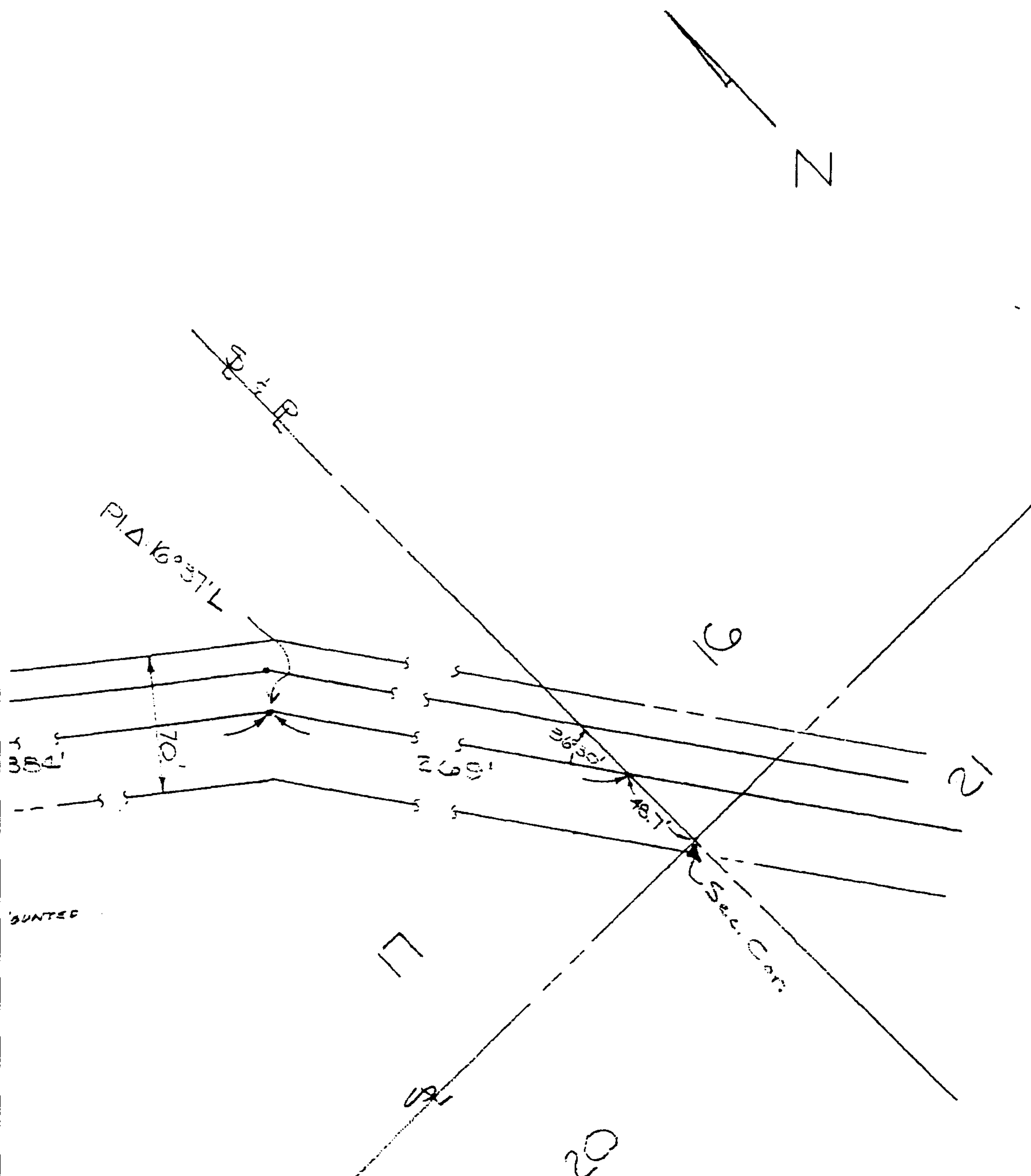
*Lee D. Walker*  
By: Lee D. Walker  
Title: Agent & Attorney-in-Fact

*kg*

# EXHIBIT A



20050808000404150 4/8 \$35.00  
Shelby Cnty Judge of Probate, AL  
08/08/2005 12:17:40PM FILED/CERT



1, T206, R3W - Shelby Co, Ala.  
R.R.

Auth No. 63-555-04

SOUTHERN NATURAL GAS CO.  
ENGINEERING DEPARTMENT  
BIRMINGHAM, ALA.

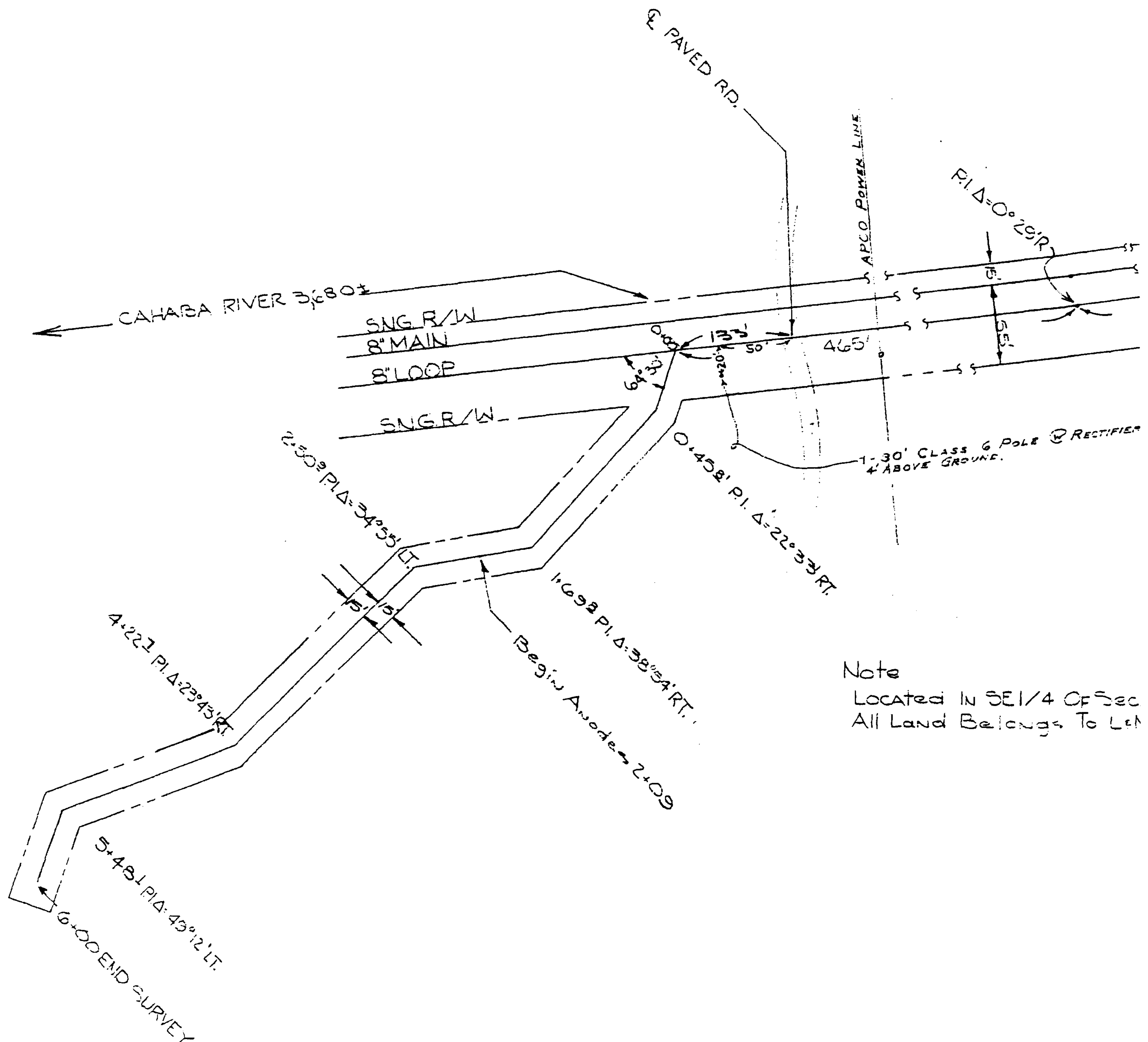
CATHODIC PROTECTION  
CALERA LINE, MP 21.7  
SHELBY CO, ALA.

DATE 8-21-24	APPROVED
SCALE 1"=50'	200' 2015
DRAWN BY N. H. H.	OPR. S. H. H.
CHECKED BY D. H.	ENG. M. H.

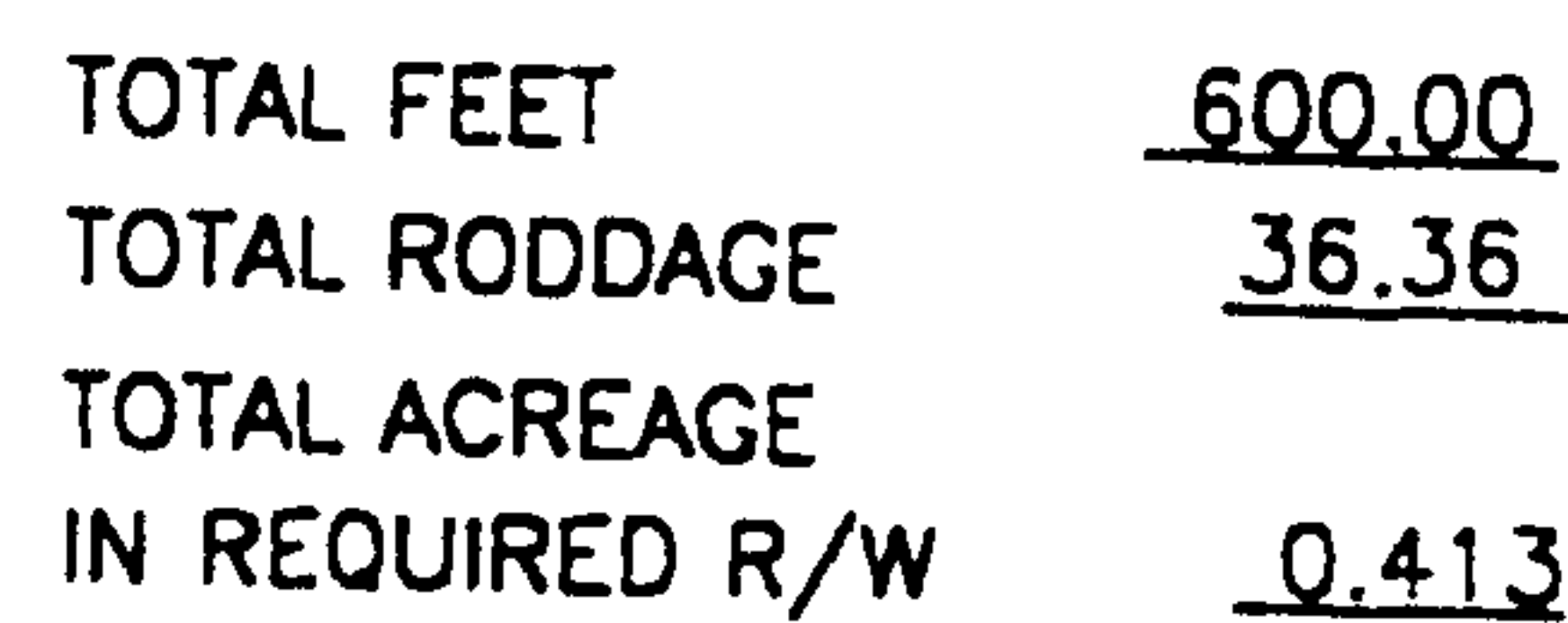
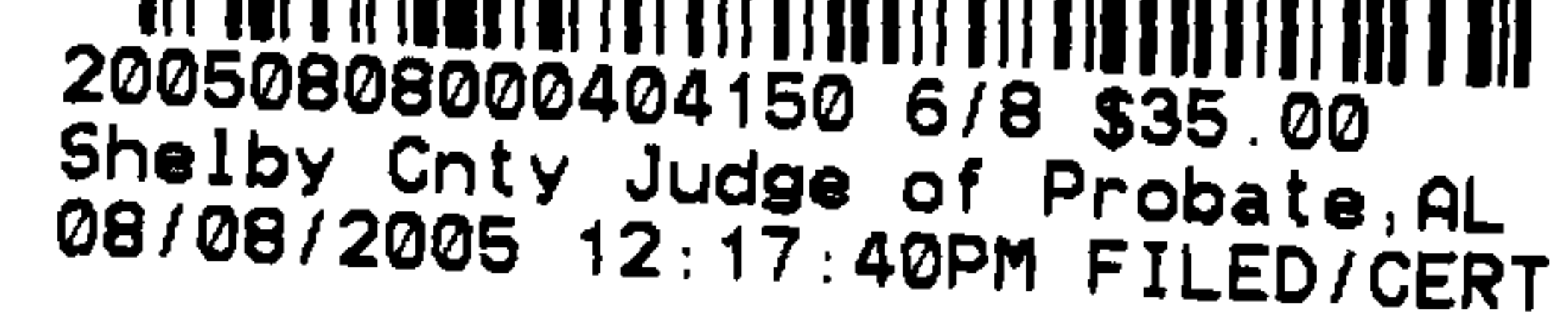
DWG. NO. S. CU-100



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Shelby Cnty Judge of Probate, AL  
08/08/2005 12:17:40PM FILED/CERT








REFERENCES:

ALIGN. DWG. P-5-46  
ALIGN. DWG. P-5-46-3R  
CLASS LOCATION DWG. B-BC-4

POC POINT OF COMMENCEMENT  
POB POINT OF BEGINNING  
POE POINT OF ENDING

SEE SHEET 2 FOR DESCRIPTION

NO.		DATE		BY		DESCRIPTION				PROJ. ID		APPR.	
REVISIONS													
Division: SOUTHEAST				Op. Area: BIRMINGHAM									
Co./Par.: SHELBY				St.: ALABAMA									
Dft: R.L.S.		Date: 05-11-05		Project ID: 104244									
Chk: D.K.F.		Date: 05-11-05		Scale: 1" = 200'									
Appr: L.A.R.		Date: 5-16-05		Filename: CU-206.dwg									
CATHODIC PROTECTION 30' EASEMENT CROSSING PROPERTY OF CITY OF HELENA								Southern Natural Gas an El Paso company					
						CU-206		Sheet: 1 of 1		0			
								Type: AUTOCAD					

**DESCRIPTION: 30' Cathodic Protection Easement Crossing the Property of City of Helena**

A strip of land containing 0.413 acres lying in the SE¼ of the SE¼ of Section 17, Township 20 South, Range 3 West, Shelby County, Alabama and being 15 feet right and 15 feet left of the following described line, which is depicted on SNG Drawing Number CU-206, To Wit;

To locate the point of beginning commence at a 3 inch capped pipe found marking the southeast corner of said Section 17; thence N88°41'42"W on the south boundary of said Section a distance of 1177.50 feet to a point; thence N48°43'31"E a distance of 196.97 feet to the point of beginning; thence continue N48°43'31"E a distance of 600.00 feet to the point of ending, said point lying on the southwest boundary of an existing Southern Natural Gas Company Right-of-Way.



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**EXHIBIT C**

Updated: 2-00		<b>El Paso-Tennessee Gas Pipeline Confidential Cost Estimate</b>					Page 1 of 2
Form No. EPE/TGP99							
Corrpro Office:	Atlanta	Job No.:		Date Open:			
Date Received:		Returned:					
TGP Contact:	John Abts			Phone No.			
TGP Location:	Bessemer/Calera Lines - M.P. 21.7						
Project Location:	Helena, AL						
Project Description:	Ground Bed Relocation						
Work Request No.:		Charge No:					
<b>Personnel</b>	<b>Time Per Hour</b>	<b>Per Diem</b>	<b>No. People</b>	<b>Estimated # Hours</b>	<b>Estimated # Nights</b>	<b>Estimated Cost</b>	
Principal Engineer	\$ 125.00	\$ 100.00	0	0	0	\$ -	
Proj. Manager	\$ 90.00	\$ 100.00	1	8	0	\$ 720.00	
Sr Engineer	\$ 65.00	\$ 100.00	1	10	1	\$ 750.00	
Corrosion Technician	\$ 42.00	\$ 100.00	0	0	0	\$ -	
Foreman	\$ 35.00	\$ 100.00	1	80	11	\$ 3,900.00	
Foreman - OT	\$ 42.50		1	50		\$ 2,125.00	
Operator	\$ 31.00	\$ 100.00	1	80	11	\$ 3,580.00	
Operator - OT	\$ 37.50		1	50		\$ 1,875.00	
Laborer	\$ 23.00	\$ 75.00	2	80	11	\$ 5,330.00	
Laborer - OT	\$ 30.00		1	50		\$ 1,500.00	
Drafting / CAD	\$ 22.00	\$ 50.00	1	4	0	\$ 88.00	
<b>Equipment</b>	<b>Per Day</b>	<b>Per Mile</b>	<b># Equip.</b>	<b># Days</b>	<b># Miles</b>		
Auto	\$ 40.00	\$ 0.50	0	0		\$ -	
Pickup	\$ 40.00	\$ 0.50	1	11	850	\$ 865.00	
4 Wheel Drive w/ Tools	\$ 56.00	\$ 0.45				\$ -	
1 Ton Field Truck	\$ 56.00	\$ 0.60	0	0	0	\$ -	
2 Ton Field Truck	\$ 72.00	\$ 0.80	2	10	850	\$ 2,120.00	
Auger Truck (20' Max)	\$ 400.00	\$ 0.80	1	5		\$ 2,000.00	
Rental Trackhoe	\$ 3,600.00		1	1.1	0	\$ 3,960.00	
Trencher w/ Trailer	\$ 208.00		1	3		\$ 624.00	
Chain Saws	\$ 100.00		2	6	0	\$ 1,200.00	
Ind. Chipper / Mulcher	\$ 200.00		1	6		\$ 1,200.00	
Drilling Rig (If Available)	\$ 760.00	\$ 1.20				\$ -	
Vacuum Truck (If Available)	\$ 90.00	\$ 0.80				\$ -	
<b>Subcontractor</b>	<b>Total Cost</b>	<b>10%</b>		<b># Holes</b>			
Drilling Rig & Crew	\$ -	\$ -		1		\$ -	
Vacuum/Water Truck	Cost + 10%					\$ -	
Electrical Sub - AC Service Pole	\$ -	\$ -		1		\$ -	
Logging Company (Ballpark)	\$ 5,000.00	\$ 500.00		1		\$ 5,500.00	
<b>Total Estimated Labor &amp; Equipment</b>						\$ 37,337.00	
<b>Total Estimated Materials</b>						\$ 6,404.04	
<b>Total Estimated Freight</b>						\$ 352.20	
<b>Total Estimated Tax</b>						\$ 528.33	
<b>Total Estimated Cost</b>						\$ 44,621.57	
<b>Total Estimated Cost Per Bed</b>		<b># Beds?</b>	1	\$ 44,621.57			