

STATE OF ALABAMA)
)
SHELBY COUNTY)

**Amendment #1 to
Submerged Pipeline Right of Way Contract Renewal
Contract #11-11-002**

W I T N E S E T H:

WHEREAS the State of Alabama, Department of Conservation and Natural Resources, State Lands Division, acting by and through its Commissioner (hereinafter referred to as Grantor), granted to Southern Natural Gas Company, L.L.C. (hereinafter referred to as "Grantee") (Grantor and Grantee may be referred to collectively as "Parties"), a renewal of Submerged Pipeline Right-of-Way Contract #11-11-002 (herein after "Contract");

WHEREAS, Grantor and Grantee mutually desire to amend the original terms of the Contract to add an additional submerged pipeline and to set forth amended and additional terms between the Parties; and

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements herein contained, the Parties hereby agree as follows:

1. The introductory paragraph of the Contract shall be deleted and replaced with the following:

KNOW ALL MEN BY THESE PRESENTS, that the State of Alabama, Department of Conservation and Natural Resources, State Lands Division, acting by and through its Commissioner (hereinafter referred to as Grantor), for and in consideration of the sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00), in hand paid to the Grantor by the Southern Natural Gas Company, L.L.C., Post Office Box 2563, Birmingham, Alabama 35202 (hereinafter referred to as Grantee) (Grantor and Grantee may be referred to collectively as "Parties"), the receipt of which is acknowledged, and for and in consideration of the covenants, stipulations, conditions, and other valuable considerations elsewhere provided herein, does hereby grant unto the Grantee, the nonexclusive right and privilege to lay, construct, maintain, operate, alter, repair, replace and remove one (1) twelve (12") inch pipeline 13 rods in length and one (1) eight (8") inch pipeline 13 rods in length for the transportation of natural gas across, over, and through the following described land, situated in Shelby County, Alabama, to-wit:

2. The legal description of the land granted as the Right-of-Way in the Contract shall be deleted and replaced with the following:

The water bottoms of the Cahaba River, located in Township 20 South, Range 3 West, Section 17, Shelby County, Alabama, which property is more particularly described on the attached "Exhibit A", which is incorporated herein and made a part hereof.

3. "Exhibit A" of the Contract shall be deleted and replaced with "Exhibit A", attached to this Amendment, which reflects two (2) pipelines. The Parties further agree that "Exhibit A", attached to this Amendment, is hereby incorporated into Contract #11-11-002 and replaces the original Exhibit A.

4. Paragraph #14 of the Contract shall be deleted and replaced with the following:

14. NONDISCRIMINATION: Grantee further agrees to comply with all State and Federal laws which prohibit discrimination on the basis of race, color, religion, age, sex, pregnancy, national origin, genetic information, veteran status, or disability in its hiring or employment practices.

5. The following paragraphs #15 – #22 shall be added to the Contract:

15. NOT A DEBT OF THE STATE: It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Right-of-Way shall contravene any statute or constitutional provision or amendment, either now in

effect or which may, during the course of this Right-of-Way be enacted, then that conflicting provision in the Right-of-Way shall be deemed null and void.

16. SEVERABILITY: In the event any terms or provisions of this Right-of-Way are deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms or provisions hereof.

17. IMMIGRATION: By signing this Right-of-Way, the Grantee affirms, for the duration of the Right-of-Way, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if Grantee is found to be in violation of this provision, Grantee shall be deemed in breach of the Right-of-Way and shall be responsible for all damages resulting therefrom.

18. ALTERNATIVE DISPUTE RESOLUTION: In the event of any dispute between the Parties, senior officials of both Parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a Party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this Right-of-Way which are not resolved by negotiation, the Parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

19. NO AGENCY: By entering into this Right-of-Way, the Grantee is not an agent of the State, its officers, employees, agents or assigns. The Grantee is an independent entity from the State and nothing in this Right-of-Way creates an agency relationship between the Parties.

20. NOT ENTITLED TO MERIT SYSTEM: Grantee understands and agrees that it is not hereby entitled to any benefits of the Alabama State Merit System.

21. BOYCOTT: In compliance with Act 2016-312, the Grantee hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.

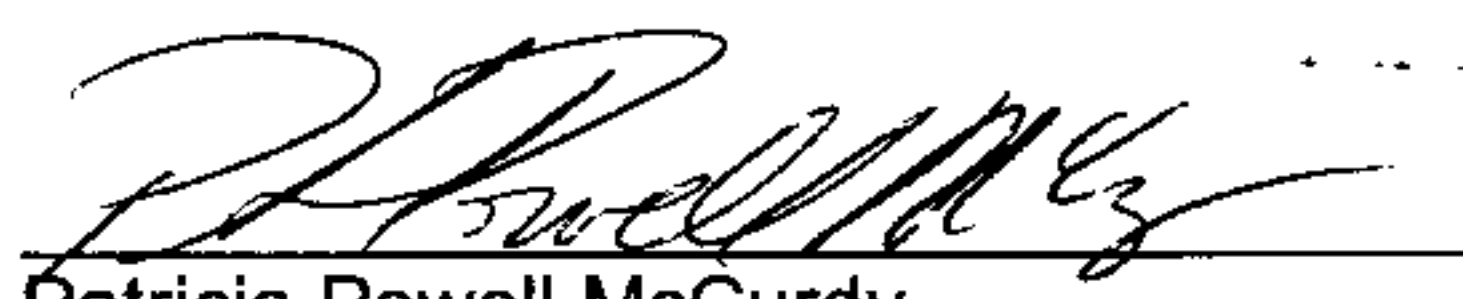
22. *THIS IS A LEGAL, BINDING DOCUMENT. GRANTEE HAS BEEN AFFORDED THE RIGHT TO SEEK LEGAL COUNSEL AND REVIEW OF THIS RIGHT-OF-WAY AND THE TERMS SET FORTH HEREIN. BY EXECUTING THIS RIGHT-OF-WAY, GRANTEE ACKNOWLEDGES AND UNDERSTANDS THE TERMS AND CONDITIONS OUTLINED HEREIN AND AFFIRMS GRANTEE'S ASSENT TO THE CONTENTS OF THIS RIGHT-OF-WAY.*

6. All other terms and conditions of the Contract shall remain in full force and effect.

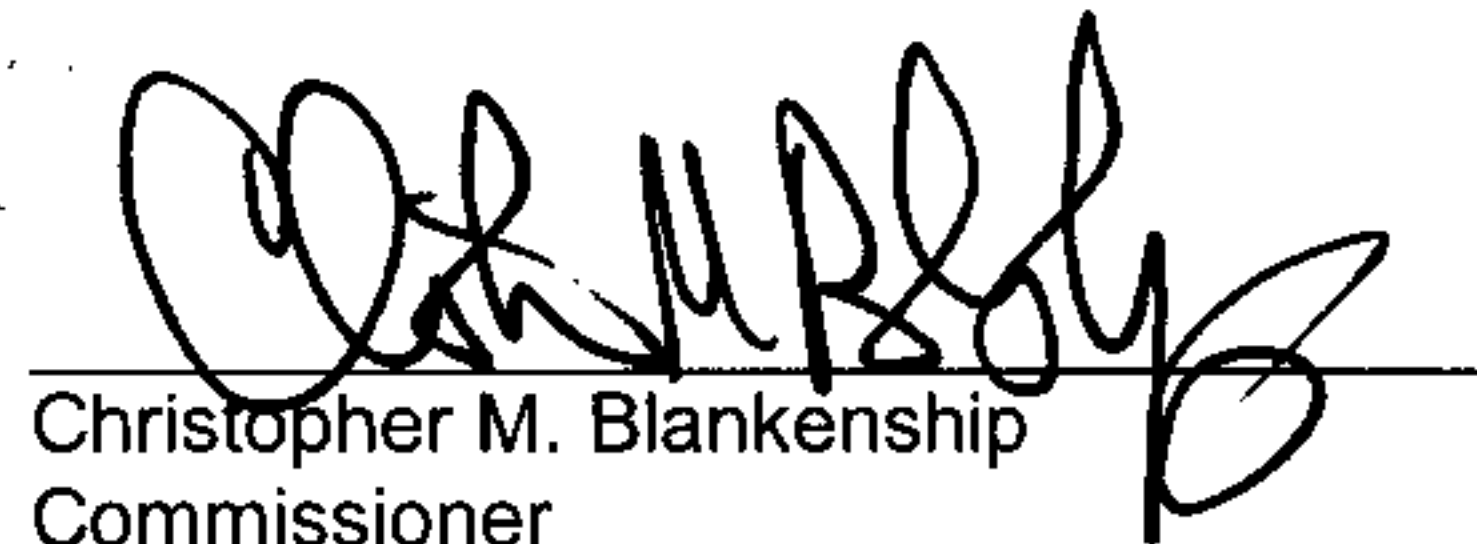
7. This Amendment #1 shall be effective on the date it is executed by the Governor.


IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be duly executed.

Recommended:


Patricia Powell McCurdy
Director
State Lands Division

State of Alabama
Department of Conservation
and Natural Resources


Christopher M. Blankenship
Commissioner


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Shelby Cnty Judge of Probate, AL
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Contract Amendment Accepted:
Southern Natural Gas Company, L.L.C.

Signature: Michael S. Varagona

Printed Name: Michael S. Varagona

Title: Vice President

Approved:

Attest:

Kay Ivey 9/17/19
Kay Ivey Date
Governor of Alabama

J. H. Merrill
John H. Merrill
Secretary of State

STATE OF ALABAMA)
)
MONTGOMERY COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that **Christopher M. Blankenship**, whose name as **Commissioner of the Alabama Department of Conservation and Natural Resources**, 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 within instrument, he, in his capacity as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 16 day of September, 2019.

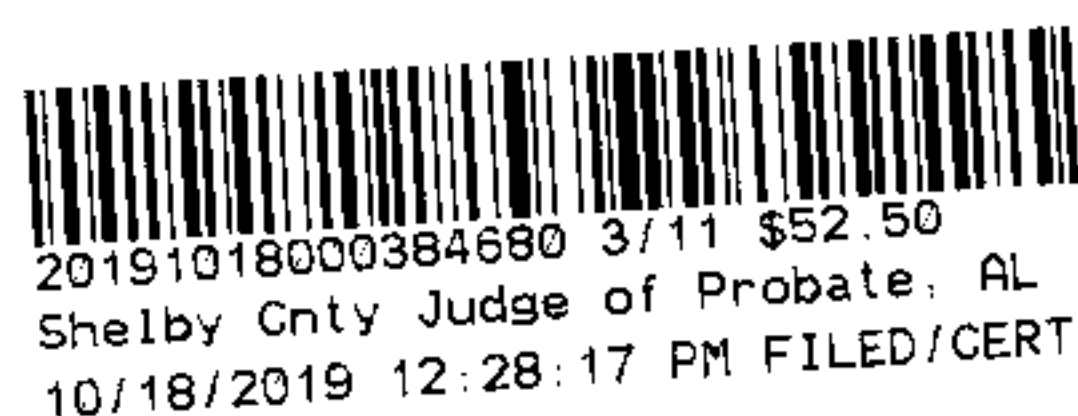
Betsy Fuller Jones
Notary Public
BETSY FULLER JONES
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMM. EXP. 8/19/23

STATE OF Alabama)
)
Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Michael S. Varagona, whose name as the Vice President of **Southern Natural Gas Company, L.L.C.**, 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 within instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said **Southern Natural Gas Company, L.L.C.**, on the day the same bears date.

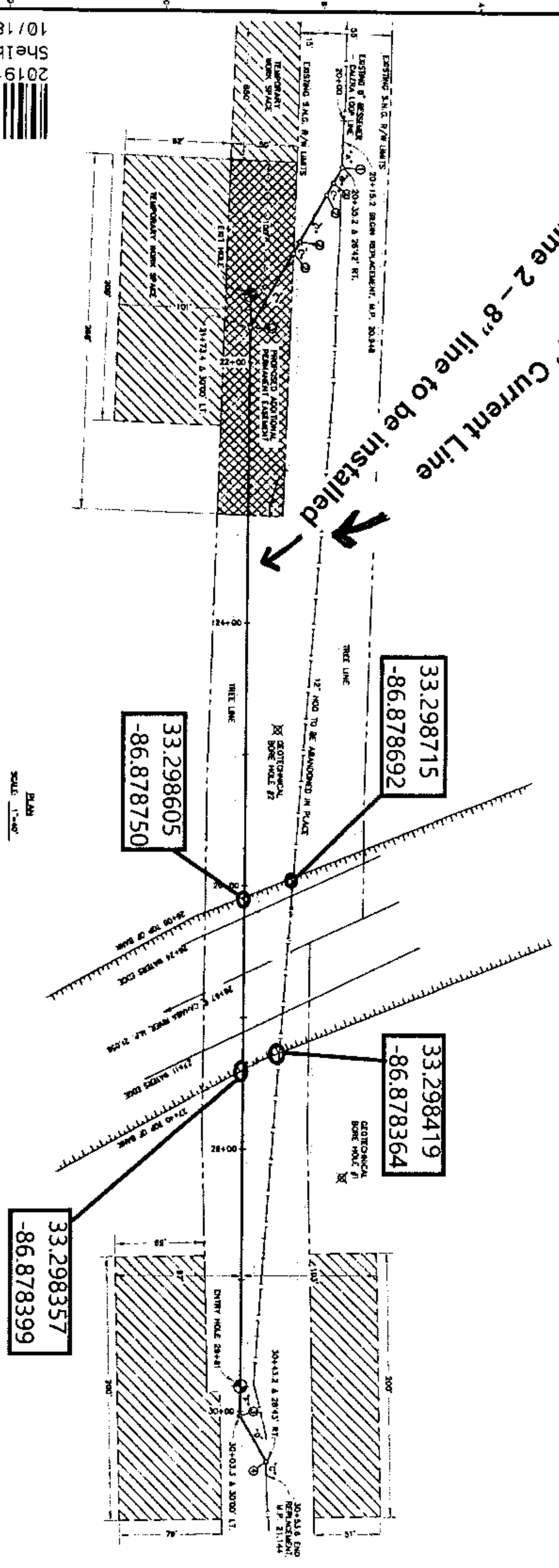
Given under my hand and seal this the 29th day of August, 2019.

Rhonda E. Creel
Notary Public

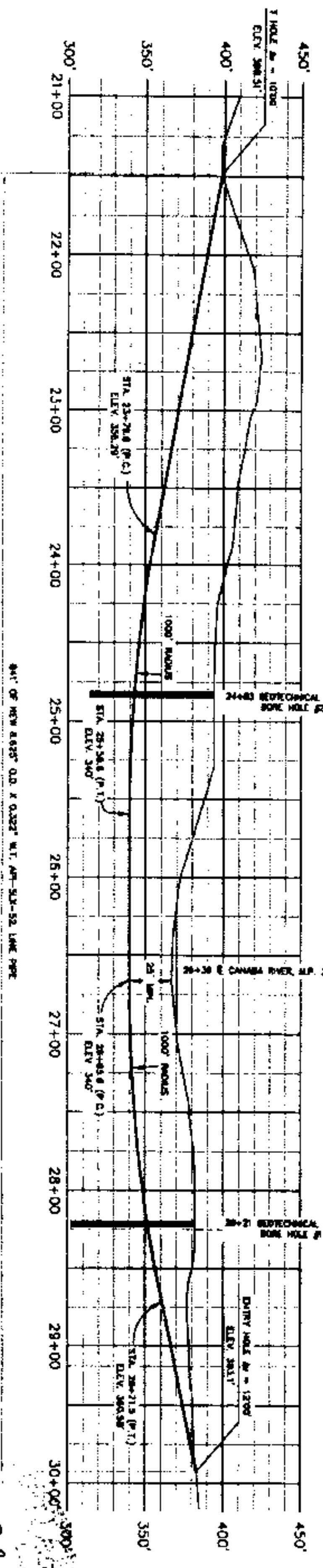


SHELBY COUNTY, ALABAMA
SECTION 17, 1205-R3W

Line 1 - 12" Current Line
Line 2 - 8" line to be installed



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1" = 20' OF NEW 8\"/>

PROFILE 8\"/>

APPROVED FOR
CONSTRUCTION
DATE 10/29/18

R. L. Morgan
10-30-18

DATE	BY	DESCRIPTION
10/29/18	R. L. Morgan	10-30-18

KINDERMORGAN	
BESSEMER - CAHABA LOOP LINE (2018 REPLACEMENT) 8" CAHABA RIVER CROSSING AT M.P. 21.056 SHELBY COUNTY, ALABAMA	
Project No.	P-13-1549
Sheet No.	1 of 1

1. EXISTING 12" BESSEMER - CAHABA LOOP LINE
2. 8" CAHABA RIVER CROSSING TO BE REPLACED BY 12" CAHABA RIVER CROSSING
3. 12" CAHABA RIVER CROSSING TO BE REPLACED BY 12" CAHABA RIVER CROSSING
4. 12" CAHABA RIVER CROSSING TO BE REPLACED BY 12" CAHABA RIVER CROSSING
5. 12" CAHABA RIVER CROSSING TO BE REPLACED BY 12" CAHABA RIVER CROSSING

EXHIBIT A SPRW #11-11-002

Cahaba River

STATE OF ALABAMA

COUNTY OF SHELBY

Contract No. SPR 11-11-002

SUBMERGED PIPELINE RIGHT-OF-WAY CONTRACT RENEWAL

KNOW ALL MEN BY THESE PRESENTS, that the State of Alabama, Department of Conservation and Natural Resources, Division of State Lands, acting by and through its Commissioner (hereinafter referred to as GRANTOR), for and in consideration of the sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00), in hand paid to the GRANTOR by the SOUTHERN NATURAL GAS COMPANY, L.L.C., POST OFFICE BOX 2563, BIRMINGHAM, ALABAMA 35202 (hereinafter referred to as GRANTEE) the receipt of which is acknowledged, and for and in consideration of the covenants, stipulations, conditions, and other valuable considerations elsewhere provided herein, does hereby grant unto the GRANTEE, the nonexclusive right and privilege to lay, construct, maintain, operate, alter, repair, replace and remove a twelve (12") inch pipeline(s), totaling 13 rods in length, for the transportation of natural gas across, over, and through the following described land, situated in Shelby County, Alabama, to-wit:

The water bottoms of the Cahaba River, located in Township 20 South, Range 3 West, Section 17, Shelby County, Alabama, which property is more particularly described on that plat accompanying U.S. Army Corps of Engineers Application Number ALJ01-00685-D, which plat is incorporated herein and made a part hereof as Exhibit "A".

1. **RIGHTS AND PRIVILEGES:** The rights and privileges herein granted shall include the right to replace said pipeline(s) with one(s) of an equal or smaller class as prescribed in applicable rules and regulations of the Department of Conservation and Natural Resources and shall be exercised over a course of up to, but not in excess of three (3) feet. The route of the pipeline is reflected in the Exhibit "A," which is incorporated herein and made a part of hereof.

2. **RENEWAL:** This contract is a renewal of Right-of-Way Contract No. 02-58-001 executed by the Grantee on November 6, 2001. The contract term for No. 02-58-001 was set for a ten-year period beginning November 6, 2001 and expiring at midnight November 5, 2011. The details and provisions set forth under Contract No. 02-58-001 are incorporated herein and made a part hereof by reference.

3. **RESERVATION OF RIGHTS:** The GRANTOR for itself and its grantees, reserves the right to fully use and enjoy the said premises subject to the rights herein granted.

4. **ABATEMENT OF CONSTRUCTION:** The granting of this right-of-way shall not be a bar or defense to the right of the State of Alabama and its agencies, boards and commissions to take any or all action necessary to seek abatement of construction or operations that unreasonably or unlawfully interfere with or disturb the existing ecological regimen, including but not limited to the fishing or recreational industries, and to take action for any and all damage to the existing ecological regimen which does not result from a reasonable exercise of the rights herein granted.

5. **TERM OF CONTRACT:** It is understood and agreed that this right-of-way is for a term of TEN (10) YEARS, beginning November 6, 2011 and expiring at midnight November 5, 2021 with the option to renew for additional terms as requested by GRANTEE, none of which may exceed ten years. The option to renew shall be on the same terms and conditions as the original agreement except that the consideration shall be adjusted to the rate in effect at the time of the renewal.

6. **COMPLIANCE WITH RULES AND ORDERS:** GRANTEE shall comply with all rules or orders which the Commissioner of Conservation and Natural Resources may from time to time determine to be proper and necessary in order to promote public safety and provide protection and conservation of the natural resources of public lands and waters. Specifically, Grantee shall mark both sides of the work corridor (a) during daylight hours with protruding poles and attached flagging, and (b) during hours of darkness with battery pack lights attached to protruding poles. A "safe crossing" point shall be designated ahead of and/or behind the working lay barge, which shall be properly marked and lighted for safety during hours of darkness.

7. **FILING OF PLAT:** It is further agreed that after the completion of the construction of the pipeline(s), GRANTEE shall file in the office of the Director of the Division of State Lands,

Department of Conservation and Natural Resources, a plat showing the actual location of the pipeline(s) on the above described lands.

8. **INDEMNIFICATION:** GRANTEE agrees that due care shall be exercised in the construction, operation, and removal of the pipeline(s) and appurtenances and that GRANTEE shall be fully and solely responsible for and shall defend, protect, indemnify and hold the State of Alabama, its agencies, boards, and commissions free and harmless from and against any and all claims for damages and all costs and expenses arising out of or incidental to GRANTEE'S exercise of the rights herein granted.

9. **FORFEITURE AND TERMINATION:** It is understood and agreed that non-use of the right-of-way for a continuous period of two (2) years shall operate as a forfeiture by GRANTEE of this right-of-way and consideration, and that all rights hereunder shall be thereupon terminated except when existing causes of force majeure actually prevent the use of the right-of-way and satisfactory evidence thereof is submitted to the Commissioner of Conservation and Natural Resources. In the event of such forfeiture, or termination for any cause, the GRANTEE shall have a period of 120 days from date of notice of forfeiture or termination to remove the pipeline(s) and appurtenances from the right-of-way, provided that GRANTEE restores such area of the right-of-way disturbed by the removal as near as practicable to its natural state.

10. **ABANDONMENT OF PIPELINE:** Subject to the approval of the Commissioner of Conservation, GRANTEE shall be allowed to abandon in place the pipelines installed under this application, following industry acceptable abandonment procedures which include purging of all hydrocarbons, capping of buried lines and removal of all pipeline risers.

11. **ASSIGNMENT:** No assignment of any interest granted herein (not applicable to mortgage, deed of trust, pledge or other security contract, consent to which by GRANTOR shall not be required) will be effective without the prior written approval of the Commissioner of Conservation and Natural Resources, and the payment of such assignment fee as may be required by rules and regulations of the Department of Conservation and Natural Resources.

12. **ENFORCEMENT OF RIGHTS AND OBLIGATIONS:** Failure of GRANTOR to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.

13. **COMPLIANCE WITH ALABAMA LAWS AND VENUE:** GRANTEE agrees that the Laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the circuit court of Montgomery County, Alabama.

14. **NONDISCRIMINATION:** GRANTEE further agrees to comply with all state and federal laws which prohibit discrimination on the basis of race, color, religion, age, gender, national origin or disability.

TO HAVE AND TO HOLD said rights and privileges unto said GRANTEE, without warranty and without recourse, until such pipeline(s) is constructed and so long as a pipeline is maintained thereon during the term hereof.

IN WITNESS WHEREOF, the State of Alabama, Department of Conservation and Natural Resources, has caused this instrument to be executed on the 30th day of December, 2011.

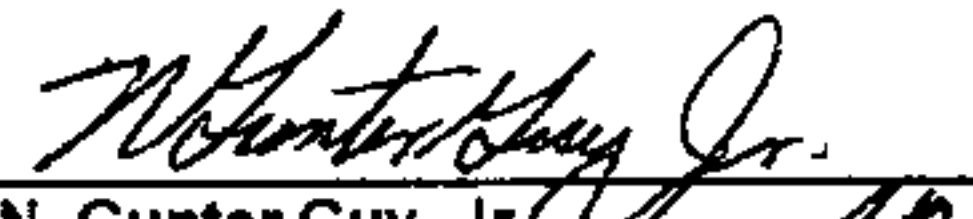


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Shelby Cnty Judge of Probate, AL
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RECOMMENDED:

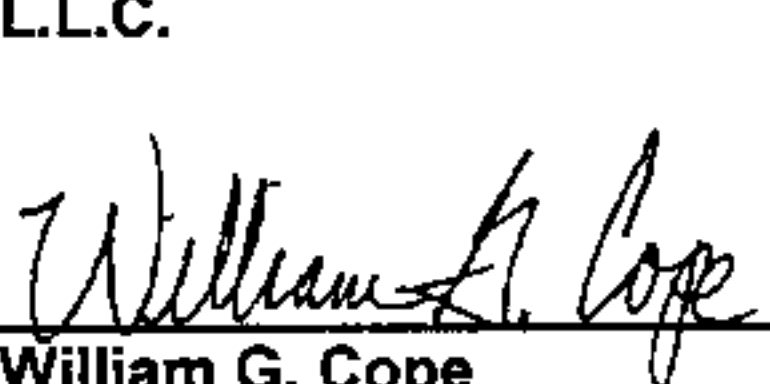

Patricia J. Powell
Director

STATE OF ALABAMA
Department of Conservation
and Natural Resources


N. Gunter Guy, Jr.
Commissioner

APPROVED LEGAL


CONTRACT ACCEPTED:
SOUTHERN NATURAL GAS COMPANY,
L.L.C.

 12/9/11 Agm
William G. Cope
Vice President

APPROVED:


Robert Bentley
Governor of Alabama

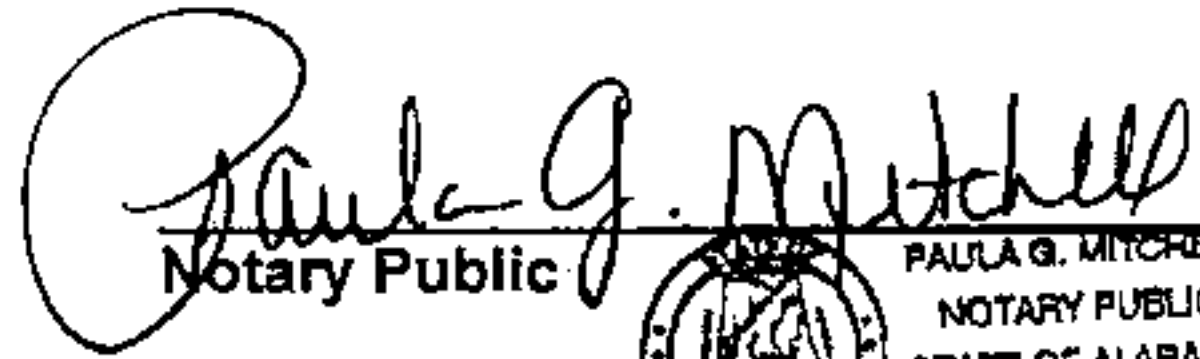

ATTEST:



Beth Chapman
Secretary of State

STATE OF ALABAMA)
MONTGOMERY COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that N. GUNTER GUY, JR., whose name as COMMISSIONER OF CONSERVATION AND NATURAL RESOURCES OF THE STATE OF ALABAMA, 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 within instrument, he, in his capacity as SUCH COMMISSIONER OF CONSERVATION AND NATURAL RESOURCES OF THE STATE OF ALABAMA, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 30th day of December, 2011.


Paula G. Mitchell
Notary Public
 PAULA G. MITCHELL
NOTARY PUBLIC
STATE OF ALABAMA
MY COMM. EXP. 4-8-14


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STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority a Notary Public in and for said State and County, hereby certify that WILLIAM G. COPE, whose name as the VICE PRESIDENT of the SOUTHERN NATURAL GAS COMPANY, L.L.C., 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 within instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said SOUTHERN NATURAL GAS COMPANY, L.L.C., on the day the same bears date.

Given under my hand and seal this the 9 day of DECEMBER, 2011.

Tommye H. Hill
Notary Public

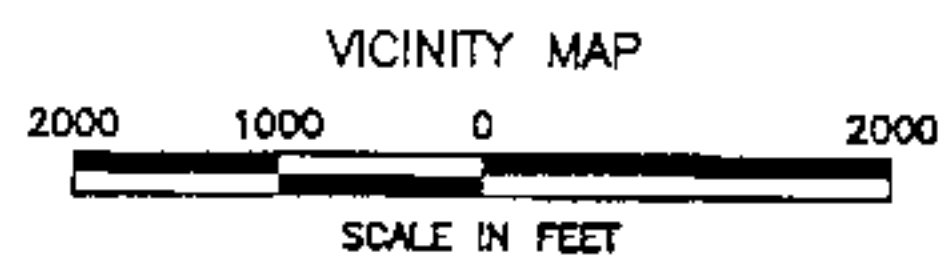
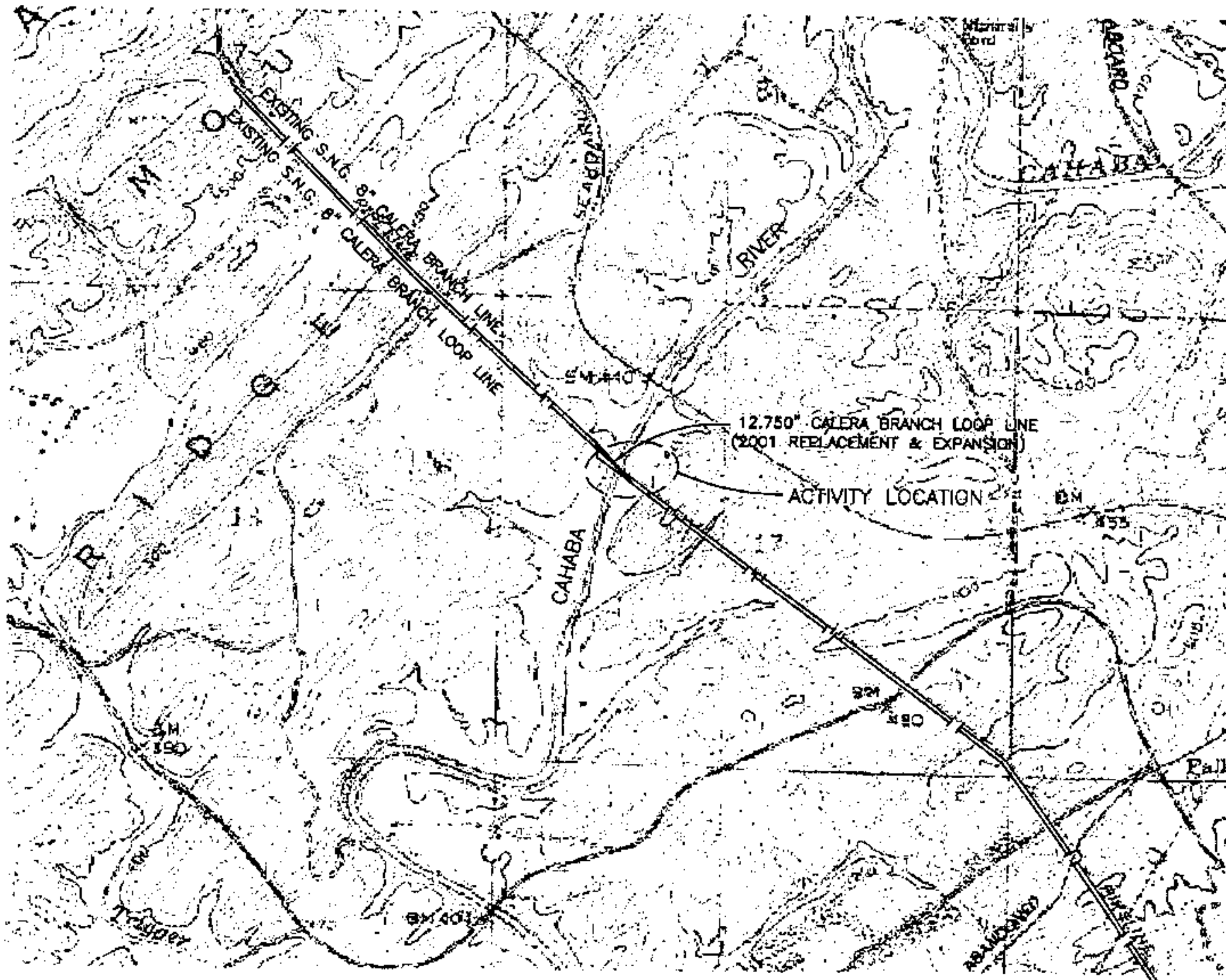
MY COMMISSION EXPIRES:
2/8/2014

*This instrument prepared by
William A. Gunter, General Counsel
Department of Conservation and Natural Resources
64 North Union Street
Montgomery, Alabama 36130-1901*



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Shelby Cnty Judge of Probate, AL
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SHELBY COUNTY, ALABAMA
 TRACED FROM GREENWOOD & HELENA, ALABAMA 7.5' QUADRANGLE MAP



SPECIFICATIONS

1. NAME OF PRODUCT	NATURAL GAS
2. NORMAL OPERATING PRESSURE	750 PSIG
3. MAOP:	1200 PSIG
4. SIZE OF PIPE:	12.750" O.D.
5. PIPE GRADE:	API-5LX-42
6. WALL THICKNESS:	0.500"
7. COATING:	THIN FILM EPOXY & 30 MIL POWER CRETE
8. CLASS LOCATION:	CLASS 1 LOCATION
9. GOVERNING CODE:	TITLE 49, PART 192 OF THE CODE OF FEDERAL REGULATIONS

HORIZONTAL DRILL
 12.750" O.D. NATURAL GAS
 PIPELINE
 CROSSING CAHABA RIVER

LOCATED IN
 SECTION 17, T20S-R3W
 NEAR TOWN OF HELENA
 COUNTY OF SHELBY
 STATE OF ALABAMA

APPLICATION BY:
 SOUTHERN NATURAL GAS CO.

SHEET 1 OF 3	DATE: 10-8-01
DWG. NO.	PEW-285

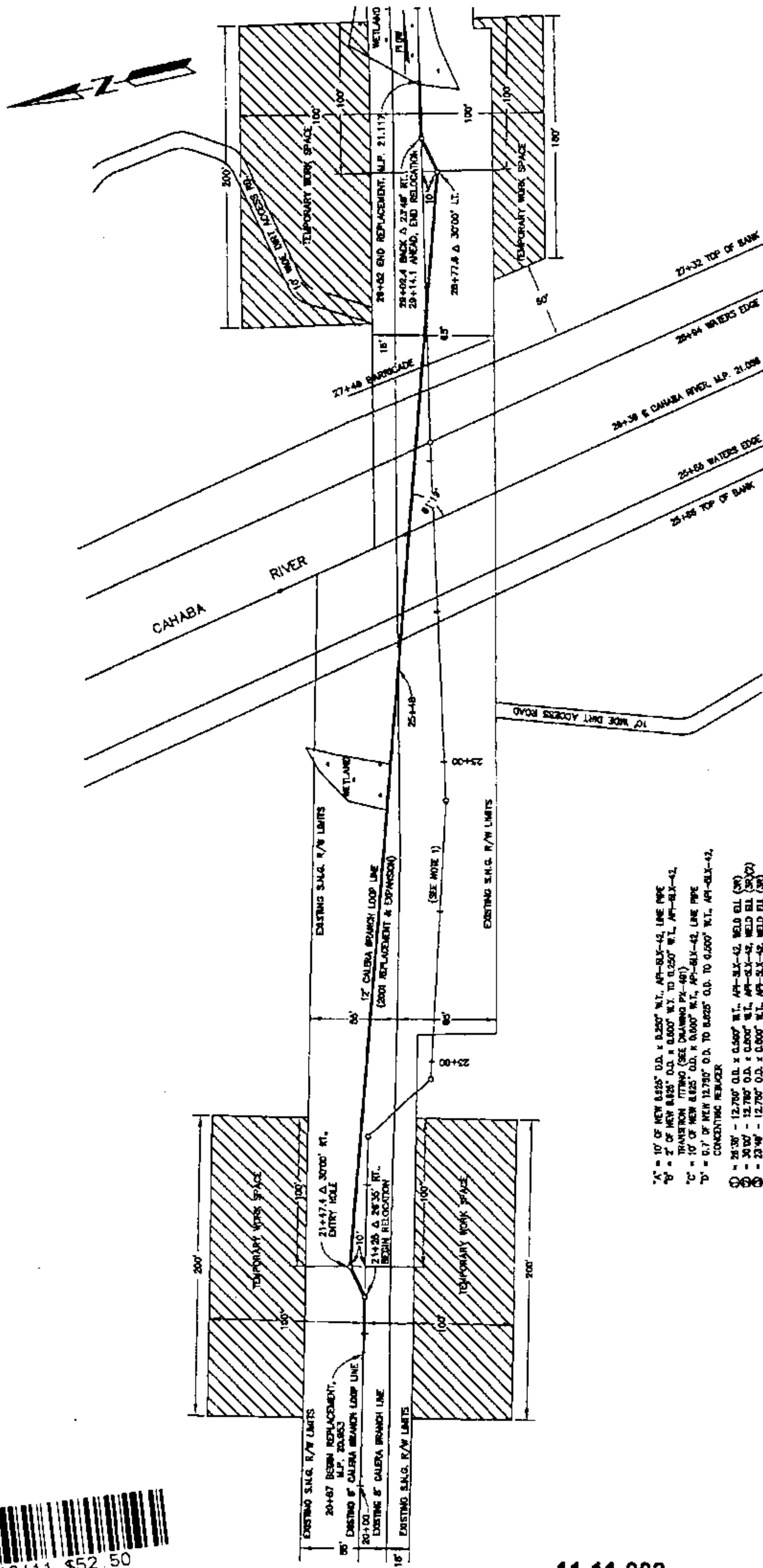
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Page 1 of 3



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AS-BUILT

NOTES:

1. EXISTING 1" CALDEA BRANCH LOOP LAY WITHIN PIPELINE RELOCATION TO BE ABANDONED IN PLACE, FILLED WITH WATER AND CAPPED.
2. SURVEY STATIONING SHOWN REFLECTS HORIZONTAL SURVEY (200).

PLAN



SCALE IN FEET

LAT.	LON.
------	------

PT. CODE 000000

: REFERENCE DRAWINGS

Oct 28, 2008 - 2:35PM

ep Southern Natural Gas
an El Paso company

PEW-285-1	Sheet: 1 of 1	Rev.
	Project ID: 000000	02

HORIZONTAL DRILL
12.750" O.D. NATURAL GAS
PIPELINE CROSSING
CAHABA RIVER

NO.		DATE	BY	DESCRIPTION		PROJ. ID	APPR.	Division: SOUTHEAST		Op. Area: BIRMINGHAM
								State: ALABAMA		Co./Pct.: SHELBY
								Section:		
								Township:		Range:
								Dft.		Scale:
								One		AS SHOWN
								Appr.		Filename: PFW285-1.DWG
REVISIONS										

11-11-002

