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STATE OF ALABAMA)
COUNTY OF SHELBY)

EASEMENT AND INDEMNIFICATION AGREEMENT

THIS EASEMENT AND INDEMNIFICATION AGREEMENT (this "Agreement") is made as of the 20th day of April, 2021, between Colonial Pipeline Company, a Delaware corporation ("Grantor") and Alabama Power Company, an Alabama corporation (individually, "Grantee" but collectively with Grantor, the "Parties").

Recitals

- A. Grantor owns that certain real property described on Exhibit A attached hereto and made a part hereof (the "Substation Site").
- B. The Substation Site includes Facilities (as defined below) owned and operated by Grantee.
- C. The Parties desire to enter into this Agreement to, among other things, establish their rights and obligations with respect to the Substation Site.

NOW THEREFORE, for and in consideration of the sum of One and no/00 dollars (\$1.00) and other good and valuable consideration paid to Grantors by Grantee, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, its successors and assigns, the following easements, rights, and privileges on, over, under and across the Substation Site:

The right to operate, maintain and remove an electric customer service substation and related facilities including support and other structures, transformers, pads, buses, conductors and all other equipment, appliances and other facilities necessary in connection therewith located on, over, under and across the Substation Site (such structures and facilities, collectively, "Facilities"), from time to time (the "Easement"); provided, however, that, notwithstanding anything to the contrary, (a) Grantee's exercise of its rights to the Easement shall not, under any circumstance, materially and adversely interfere with Grantor's pipelines, operations, equipment, structures or other facilities, and (b) Grantor reserves the right to use the Substation Site for its own purposes (including, without limitation, the construction or erection of any improvements thereon or therein) so long as such use does not (1) change the elevation of the land within the Substation Site as to cause a violation of the clearance requirements set forth in the National Electrical Safety Code ("NESC") Requirements/Specification, (2) limit Grantee's access to and from the Facilities, or (3) otherwise materially and adversely impair Grantee's use, operation, or maintenance of the Facilities.

Grantee is further granted all the rights and privileges necessary for the full enjoyment or use of the Easement and Substation Site, including (a) the right to fence the Substation Site (whether inside or along boundaries of the Substation Site provided that Grantee must obtain Grantor's prior written consent, not to be unreasonably withheld, conditioned or delayed, before (a) moving or relocating any fence existing within the Substation Site as of the date hereof, and (b) otherwise installing any fence within any fence existing as of the date hereof) and otherwise restrict access to the Substation Site and Facilities, so long as Grantee provides Grantor with access to the Substation Site upon reasonable advance notice to Grantor, and (b) the right of ingress and egress to and from the Substation Site such that at all times there is allowed to be maintained a suitable all weather access road for installation or replacement of Facilities along a mutually agreeable route. Grantor and Grantee shall develop procedures for Substation Site access in the event of an emergency; Grantor recognizing that any access to the Substation Site by it or its contractor shall be done at its sole risk. Grantee shall have the right, at its sole cost and expense, to improve, maintain, or otherwise ensure that the route to and from the Substation Site meets the following requirements: (i) the maximum slope (grade) shall not exceed ten (10) percent; (ii) it shall be constructed in accordance with Alabama Department of Transportation

specifications capable of supporting an HS-20 wheel load and with a minimum of six (6) inch Alabama Department Of Transportation "B" base surface; (iii) movement of any large equipment to the Substation Site shall not be restricted over public access routes due to inadequate road or bridge capacity or limits; (iv) access roads and equipment access corridors into and within the Substation Site shall have sufficient width (20 ft. minimum) and turning radii (75 ft. minimum) for the movement of the required large capacity hauling trailer; (v) clearance to any overhead obstructions crossing access roads shall be a minimum of 16 feet; and (vi) any energized overhead electrical circuits crossing access roads shall meet applicable NESC requirements for overhead clearance over a public road.

Except as otherwise provided above, Grantor further grants to Grantee (i) the right to excavate for the construction, maintenance and removal of the Facilities; (ii) the right to cut or otherwise remove all trees, undergrowth and all other obstructions of any form within the Substation Site (whether inside or outside of any fence maintained by Grantee) that materially and adversely affect the Grantee's rights provided in this Agreement; and (iii) the right to cut and otherwise remove all trees, which, in the reasonable discretion of Grantee, in falling, might endanger any of said Facilities; provided, however, that Grantee shall pay Grantor, within thirty (30) days' written notice, any and all damage caused to any of Grantor's property located outside of the Substation Site. Notwithstanding anything to the contrary, Grantee must obtain Grantor's prior written consent, before installing any improvements or otherwise making any material alterations to or within the Substation Site; such consent to not be unreasonably withheld.

Grantor covenants with Grantee that it is lawfully seized in fee simple of the Substation Site; that the Substation Site is free from all encumbrances; that Grantor has a good right to convey the easement and rights described herein to the Grantee; and that Grantor will warrant and defend the easement and rights granted to the Grantee pursuant to this Agreement against the claims of all persons.

With respect to environmental claims and damages, Grantee shall defend, indemnify and hold harmless Grantor, its affiliated and associated companies and each of their officers, directors, employees, agents, and representatives ("Grantor Indemnified Parties") from and against any and all liabilities, claims, fines, losses, damages (including punitive damages), causes of action, environmental response costs, injunctions and expenses (including reasonable attorneys' fees, accounting, consulting and engineering expenses and court costs) that may be imposed on, incurred by or asserted against the Grantor Indemnified Parties or any of them by any party or parties (including, without limitation, a governmental entity), caused by, arising from, relating to or in connection with, in whole or in part, directly or indirectly, any injury (including death), property damage or loss, cost, expense, harm or damage, to the extent resulting from, caused by or relating to (collectively, "Grantee's Indemnification"); (1) the presence of Hazardous Substances on the Substation Site prior to the granting of this Easement; (2) the presence of Hazardous Substances on the Substation Site and occurring subsequent to the granting of this Easement; (3) the existence of Hazardous Substances generated by Grantee on adjoining property prior to or subsequent to the granting of this Easement, whether resulting from Grantee's intentional or unintentional placement or caused by leaching or release by Grantee; (4) violation of any federal, state or local laws by Grantee or its subcontractors as a result of the presence of Hazardous Substances on the Substation Site or adjoining property (and such presence on adjoining property is the result of leaching or other movement from the Substation Site) or Grantee's placement (whether intentionally or unintentionally and whether caused by leaching or release by Grantee) of Hazardous Substances on the Substation Site or adjoining property subsequent to the granting of this Easement, and (5) Grantee's remediation by it or through contractors of any Hazardous Substances on the Substation Site or adjoining property. "Hazardous Substance" is defined as any hazardous or toxic substance or waste, any contaminant or pollutant or any chemical substance, element, compound, mixture, whether solid, liquid, or gaseous, waste, material or constituent that is deemed, now or in the future, hazardous, toxic, a pollutant or a contaminant, under any current or future federal, state or local law, ordinance, rule, regulation or judicial or administrative order or decision relating to the protection of public health, safety or the environment, and includes, without limitation, any material or substance that is (i) defined as a hazardous substance or hazardous waste under any law of the state in which the Substation Site is located, (ii) petroleum or petroleum-containing, (iii) asbestos or asbestos-containing, (iv) designated as a "hazardous substance" under the Federal Water Pollution Control Act, 33 U.S.C. Section 1321 et seq., (v) defined as a "hazardous waste" under the Federal Resource

20210511000233400 05/11/2021 11:23:39 AM ESMTAROW 3/6

Conservation and Recovery Act, 42 U.S.C. Section 6901 et. Seq., (vi) defined as a "hazardous substance" under the Comprehensive Environmental Response, Compensation and Liability act, 42 U.S.C. Section 9601 et seq., (vii) defined as a "regulated substance" pursuant to the Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks), 42 U.S.C. Section 6991 et seq., (viii) lead-based paints, (ix) flammables, (x) explosives, (xi) radioactive materials, (xii) chemicals known at the time to cause cancer or reproductive toxicity, (xiii) medical wastes or contaminated medical by-products, (xiv) natural gas, petrochemical oil, coal ash, radon gas, polychlorinated biphenyls or transformers or other equipment that contains polychlorinated biphenyls, or urea formaldehyde foam insulation. Without limiting the generality of the foregoing, the party responsible shall clean an oil spill in accordance with an approved "Spill Prevention Control and Countermeasure Plan" as that term is defined in 40 CFR § 112. For the avoidance of doubt, nothing in this Agreement, including but not limited to this paragraph, is intended to, or shall be construed as, an assumption of an indemnity obligation or any responsibility on the part of Grantee for Hazardous Substances on the Substation Site or adjoining property that are attributable to the operation by Grantor of its pipeline.

TO HAVE AND TO HOLD such easement and rights to Grantee, its successors and assigns for so long as the rights and easements herein granted, or any of them, shall be used by, or useful to Grantee for the purposes herein granted, in whole or in part.

In the event that Grantee's Facilities shall no longer be used for service to Grantor's adjacent property, the easement and rights granted herein shall terminate and revert to Grantor; provided, however, that Grantee shall not abandon said easement and rights unless it provides Grantor with not less than ninety (90) days' prior written notice of its intent to cease operating the Facilities. Notwithstanding anything to the contrary, upon the abandonment of the Facilities, Grantee shall remove the Facilities from the Substation Site and leave the Substation Site in the substantially similar condition as it existed prior to the date of this Agreement.

Grantee, in exercising the rights and privileges conveyed herein shall perform all of its work and maintain its Facilities in compliance with all applicable laws, rules, regulations, and governmental orders and mandates.

All of the terms, conditions, and obligations of this Agreement shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective Parties hereto.

IN WITNESS WHEREOF, we have here unto set our hands and seals, this the 20TH day of April, 2021.

Colonial Pipeline Company

BY: [Signature]

ITS: V.P. Operations

Alabama Power Company

BY: [Signature]

ITS: SVP

20210511000233400 05/11/2021 11:23:39 AM ESMTAROW 4/6

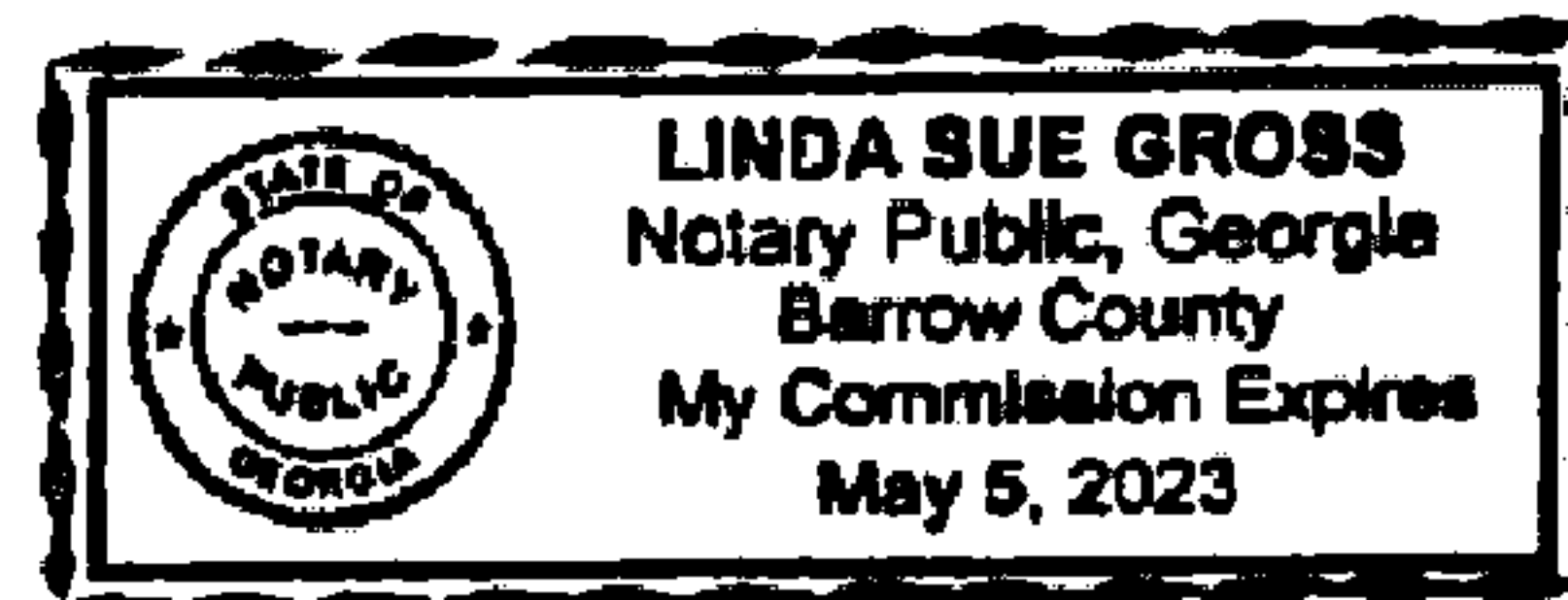
STATE OF Georgia)
COUNTY OF Fulton)

I, Linda Sue Gross, a Notary Public in and for said County in said State,
hereby certify that Wesley R. Dunbar, whose name as
VP Operations of Colonial Pipeline Company, a Delaware and Virginia 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, (s)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 20th day of April, 2021.

Linda Sue Gross
My Commission Expires: May 5, 2023

STATE OF Alabama)
COUNTY OF Jefferson)



I, Sandra McLain Cook, a Notary Public in and for said County in said State,
hereby certify that Anthony Smoke, whose name as
SVR of Alabama Power Company, an Alabama 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, (s)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 13 day of April, 2021.

Sandra McLain Cook
My Commission Expires: 8/25/2024

EXHIBIT A**Legal Description for Substation Site**

An easement over and across a parcel of land situated in the Southwest quarter of the Northeast quarter of Section 24, Township 20 South, Range 3 West Shelby County, Alabama, said easement being more particularly described as follows:

Commence at a found 5/8 inch rebar marking the Northwest corner of said Section 24; thence run South 88 degrees 32 minutes 20 seconds East along the North line thereof for a distance of 705.79 feet to a point; thence leaving said North line South 01 degrees 27 minutes 40 seconds West for a distance of 1804.81 feet to a found fence corner and the point of beginning of the easement herein described; thence run South 72 degrees 03 minutes 24 seconds East along said fence line and the extension thereof for a distance of 88.38 feet to a set 5/8 inch capped rebar stamped CA-560LS, said corner lying 10.00 feet southeasterly of a corner in said fence line; thence run South 17 degrees 59 minutes 51 seconds West for a distance of 80.48 feet to a set 5/8 inch capped rebar stamped CA-560LS, said point lying 10 feet southeasterly of a corner in said fence line; thence run North 72 degrees 14 minutes 10 seconds West along said fence line and the extension thereof for a distance of 59.51 feet; thence run South 77 degrees 33 minutes 33 seconds West along said fence line for a distance of 4.68 feet; thence run North 76 degrees 33 minutes 42 seconds West along said fence line for a distance of 7.11 feet; thence run North 70 degrees 10 minutes 29 seconds West along said fence line for a distance of 5.54 feet; thence North 70 degrees 10 minutes 29 seconds West for a distance of 12.80 feet to a found fence post; thence leaving said fence line North 19 degrees 35 minutes 28 seconds East for a distance of 53.56 feet to a found fence post; thence run North 17 degrees 43 minutes 03 seconds East along a chain link fence line for a distance of 7.76 feet; thence run North 15 degrees 43 minutes 11 seconds East along said chain link fence line for a distance of 21.71 feet to the point of beginning. Said Easement contains 7,169 square feet or 0.16 acres more or less.

Shelby

Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name Colonial Pipeline Company
Mailing Address P.O. Box 1624
Alpharetta, GA
30009-9934

Grantee's Name Alabama Power Co.
Mailing Address 600 N. 18th St
Birmingham, AL 35203

Property Address 2999 HWY 52 E
Pelham, AL 35124
20210511000233400 05/11/2021
11:23:39 AM ESMTAROW 6/6

Date of Sale 4-21-20
Total Purchase Price \$ 500-
or
Actual Value \$
or
Assessor's Market Value \$

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

☒ Bill of Sale
☐ Sales Contract
☐ Closing Statement

☐ Appraisal
☐ Other



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
05/11/2021 11:23:39 AM
\$38.00 CHERRY
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Amin S. Byrd

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date 5-11-21

Print T. J. FINCHER

☐ Unattested

Sign TJ Fin