

ENCROACHMENT AGREEMENT TB2402016

Line: Bessemer Calera Line, (Line 313), Bessemer Calera Loop Line, (Line 313-L2)
Tract: 9 & 22
County: Shelby
State: Alabama

THIS ENCROACHMENT AGREEMENT (this “Agreement”) is made and entered into as of the ____ day of _____, 2024 by and between **Southern Natural Gas Company, L.L.C., a Delaware limited liability company**, with an office at 569 Brookwood Village, Suite 600, Birmingham, AL 35209 (the “Company”), and **City of Alabaster**, whose mailing address is 1953 Municipal Way, Alabaster, AL 35007 (the “Owner”). Company and Owner may be individually referred to in this Agreement as a “Party” and collectively referred to in this Agreement as the “Parties”.

WHEREAS, Southern Natural Gas Company entered into a certain Right of Way Agreement (the “Company Easement”) executed on August 8, 1929 and recorded at Volume 88 & Page 557 and August 27, 1958 and recorded at Volume 195 & Page 398 of the records of the Shelby County Recorder; and

WHEREAS, Company is successor to Southern Natural Gas Company and to the above-referenced Right of Way Agreement; and

WHEREAS, Company is owned and operated by Kinder Morgan; and

WHEREAS, Company operates certain pipelines and pipeline-related facilities, (the “Company Facilities”) under, upon, over, through and across the Company Easement; and

WHEREAS, Owner owns all or a portion of the property (the “Parcel”), which is subject to the Company Easement, described as follows:

WHEREAS, Company is hereby willing, at the request of Owner, to allow Owner to construct, maintain, operate, inspect, repair, replace and remove, at Owner’s sole risk and expense, the 10 foot wide Trail (hereinafter the “Encroachment”) across the Company Facilities within the Company Easement at the location or locations and in conformity with the specifications designated in Exhibit “A” attached hereto and made a part hereof.

NOW, THEREFORE in consideration of the mutual covenants herein stated, Company and Owner agree as follows:

1. Company agrees to allow the Owner to construct, maintain, operate, inspect, repair, replace and remove the Encroachment within the Company Easement, but only insofar as the Encroachment affects the Company Easement within the Parcel. The permission granted herein is limited exclusively to the Encroachment.
2. Owner shall construct, own, operate, maintain, use, modify, replace, and remove the Encroachment in accordance with Company’s O&M Procedure 204 OM200-29 titled “Guidelines for Design and Construction near Kinder Morgan Operated Facilities,” (the “Guidelines”) which is attached hereto as Exhibit “B” and made a part hereof. **A Company representative shall be on-site to monitor any construction activities within twenty-five feet (25’) of Company Facilities. Owner shall notify Michael Gunn, Damage Prevention at (334) 606-3973 at least seventy-two (72) hours prior to commencing any construction activities (exclusive of Saturdays, Sundays, and legal holidays).** Company’s representative will confirm clearances, as applicable, and may suspend any work or activity not being performed in accordance

with this Agreement and the Guidelines or any activity or work that, in his/her reasonable opinion endangers the public safety, operations, or otherwise interferes in any way with Company's rights under the Company Easement, until such time as corrective action is taken. Company will not be liable to Owner for any costs or expenses caused by Company's on-site representative's suspension of any work or activity while such corrective action is being taken by Owner.

3. After initial construction of the Encroachment, Owner shall own, operate, maintain, use, modify, replace, and remove the Encroachment in accordance with the Guidelines, as may be updated from time to time. Except for routine operational and maintenance activities that do not involve excavation or blasting, Owner shall provide Company at least three (3) business days' advance notice prior to commencing any construction (including excavation or blasting), maintenance, operation, inspection, repair, replacement, and removal of the Encroachment and resolve any location, grade or other encroachment-related problems.
4. All digging and excavation within the Company Easement shall be conducted solely by a Company-approved mechanical excavation method or as otherwise agreed upon in writing by Company, up to and within twenty-three inches (23") of the Company Facilities, at which point all excavation shall be conducted solely by a Company-approved soft-digging method.
5. Company requires that each contractor or subcontractor associated with the Encroachment, submit Alabama's One Call (8-1-1) Ticket(s) for each different phase of the Encroachment that involves earth disturbance (grading, excavating, trenching, digging, etc.), as required by Alabama One Call (8-1-1) and applicable Alabama law.
6. Company shall not permit the parking of any heavy equipment or vehicles on the Company Easement. Heavy equipment shall only be allowed to cross Company Facilities at locations designated by Company during construction of the Encroachment. Owner shall comply with all precautionary measures required by Company to protect Company Facilities and the Company Easement.
7. Owner shall not (i) store or stockpile equipment, material, fill, or spoil on the Company Easement, (ii) construct any permanent structure, building(s) or obstructions (including power poles, light standards, or any other improvements or appurtenances) within the Company Easement, other than the Encroachment in accordance with the Exhibit "A", (iii) plant or install any landscaping, including shrubs or trees, within the Company Easement, or (iv) burn trash, brush, etc. within the Company Easement.
8. Owner shall not perform or permit to be performed excavation or grading which could result in erosion or which could render the Company Easement inaccessible unless approved in advance by Company. No water impoundments shall be permitted on the Company Easement. Owner agrees, at its expense to restore the Company Easement to as near as its original condition as it existed immediately prior to such work as possible and provide reasonable protection to the Company Facilities.
9. Owner shall not reduce the depth of cover on, or permit such alteration anywhere on, or alter the drainage of the Company Easement without Company's prior written consent, which Company may withhold or condition in its sole discretion. Owner shall be solely responsible for, and shall bear the expense of repairs attributable to, any loss of subjacent or lateral support to the Company Easement and/or Company Facilities caused by the Encroachment.
10. Owner shall be entitled to modify and replace the Encroachment, subject to Company's written approval, such approval not to be unreasonably withheld, and as long as any such modification and replacement does not adversely affect the Company Facilities and so long as such modification adheres to the Guidelines. Owner shall submit plans for proposed modifications to Company not less than thirty (30) days before construction of such modification or replacement begins, at which point Company shall approve such plans or suggest plan changes that will be acceptable to the Company and all provisions of this Agreement shall be complied with, as applicable, with respect to such modifications or replacement.
11. Should Company's construction, reconstruction, operation, maintenance, alteration, repair, replacement, removal, addition, or changing the size of any of its Company Facilities within the Company Easement (individually, a "Company Activity") in any way, shape, manner, or form affect or damage the Encroachment, or any portion

thereof, Owner agrees to bear all costs to repair or replace the Encroachment, including any costs and expenses associated with the loss of the use of the Encroachment as a result of the Company Activity, and Owner hereby releases and holds harmless Company, Company's affiliates, subsidiaries and parent companies, and their respective directors, officers, agents, representatives, contractors, and subcontractors from any and all damages resulting from such Company Activity.

12. During the term of this Agreement, Owner shall carry and maintain, and shall cause its contractors to carry and maintain the following insurance from carriers with an A.M. Best rating of not less than A-/VII:
 - a. Statutory Coverage Workers' Compensation Insurance (including Occupational Disease Coverage) in accordance with the laws of the states where the work is to be performed.
 - b. Employer's Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$1,000,000 per disease/each employee.
 - c. Commercial General Liability Insurance insuring the indemnity provisions set forth in this Agreement with a combined single limit of not less than \$5,000,000 per occurrence and \$5,000,000 in the aggregate. All policies shall remove any exclusion for explosion, collapse and underground operations (XCU), sudden and accidental pollution and include coverage for blanket contractual liability assumed hereunder.
 - d. Comprehensive Automobile Liability Insurance covering liability arising out of any auto (owned, hired and non-owned); with a combined single limit of not less than \$1,000,000.
 - e. Umbrella/Excess Liability Insurance with a minimum limit of not less than \$5,000,000 per occurrence. Such umbrella policy shall follow the form of the Employer's Liability Insurance, Commercial General Liability Insurance and Business Automobile Liability Insurance set out above, be in excess of those underlying policies without gaps in limits and provide coverage as broad as those underlying policies.

All insurance policies of Owner shall include a waiver of subrogation in favor of Company and each of its respective subsidiary or affiliated companies and entities, and shall name Company and each of its respective subsidiary or affiliated companies and entities, and their respective directors, officers, agents and employees as additional insureds (except for Workers' Compensation). All such insurance coverages required of Owner shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to or maintained by or for the benefit of Company. Prior to beginning any operations under this Agreement, Owner shall furnish Company with certificates of insurance evidencing insurance coverage and provisions provided for in this Agreement. Notwithstanding the foregoing, Owner may self-insure to meet the insurance requirements of this Section. If Owner elects to self-insure any of the requirements above, Owner's self-insurance program shall respond in the same manner as commercial insurance with regard to additional insured and waiver of subrogation.

13. Should Owner remove the Encroachment, in its entirety, from the Company Easement for a term of one hundred twenty (120) consecutive days, this Agreement shall be deemed null and void. Should Owner fail to commence construction of the Encroachment within three hundred sixty-five (365) days from the Effective Date of this Agreement (herein defined below), this Agreement shall be null and void.
14. Owner shall be solely responsible for the construction, operation, maintenance, use, and removal of the Encroachment. Owner agrees to indemnify, defend and hold harmless Company, its parent, affiliates, and each of their respective officers, directors, agents, representatives, employees, contractors, and subcontractors and their respective successors and assigns (individually and collectively, "Company Indemnitees"), against and from any and all claims, actions, causes of actions, suits, demands, damages, losses, costs, expenses or liability whatsoever, including but not limited to reasonable attorney and expert fees and investigation costs (collectively, "Claims"), to the extent arising out of, incidental to, or otherwise related in any way to (1) the existence of the Encroachment, or (2) Owner's exercise of its rights under this Agreement, to the extent such Claims arising from Owner's exercise of its rights under this agreement are caused by or arise from Owner's negligence, gross negligence

and/or willful misconduct of Owner, Owner's employees, contractors, representatives, agents, successors and assigns, whether such Claims are brought during or after the term of this Agreement.

15. If any part, term or provision of this Agreement is, by a court of competent jurisdiction or regulatory authority having jurisdiction over the Company Easement, held to be illegal, void or unenforceable, or to be in conflict with the law of the state which the Company Easement lies, the validity of the remaining provisions or portion hereof shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be invalid.
16. Notwithstanding anything herein to the contrary, all rights and obligations under the Easement Agreement (defined above) shall remain in effect, including, but not limited to, all rights regarding ingress and egress to the Company Easement, which shall not be otherwise hindered by this Agreement.
17. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon their respective heirs, personal representatives, successors, and assigns. This Agreement shall become effective only upon execution by all Parties hereto and delivery of a fully executed counterpart to each Party (the "Effective Date").
18. The terms and conditions of this Agreement shall be binding on the Parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF, the Parties hereunto subscribed their names as of the date first above written.

City of Alabaster

Signature

Name: Mark Frey
Title: City Clerk

SOUTHERN NATURAL GAS COMPANY, L.L.C.

Signature

Name: David Bowers
Title: Attorney-in-Fact

THE STATE OF ALABAMA

§

COUNTY OF SHELBY

§

§

This instrument was acknowledged before me on this the _____ day of _____, 20____, by

_____ (name or names).

{Seal}

Commission Expires

Notary Public

THE STATE OF ALABAMA

§

COUNTY OF JEFFERSON

§

§

This instrument was acknowledged before me on this the _____ day of _____, 2024, by David

Bowers, as Attorney-in-Fact of Southern Natural Gas Company, L.L.C. on behalf of and as the act of the said entity.

{Seal}

Commission Expires

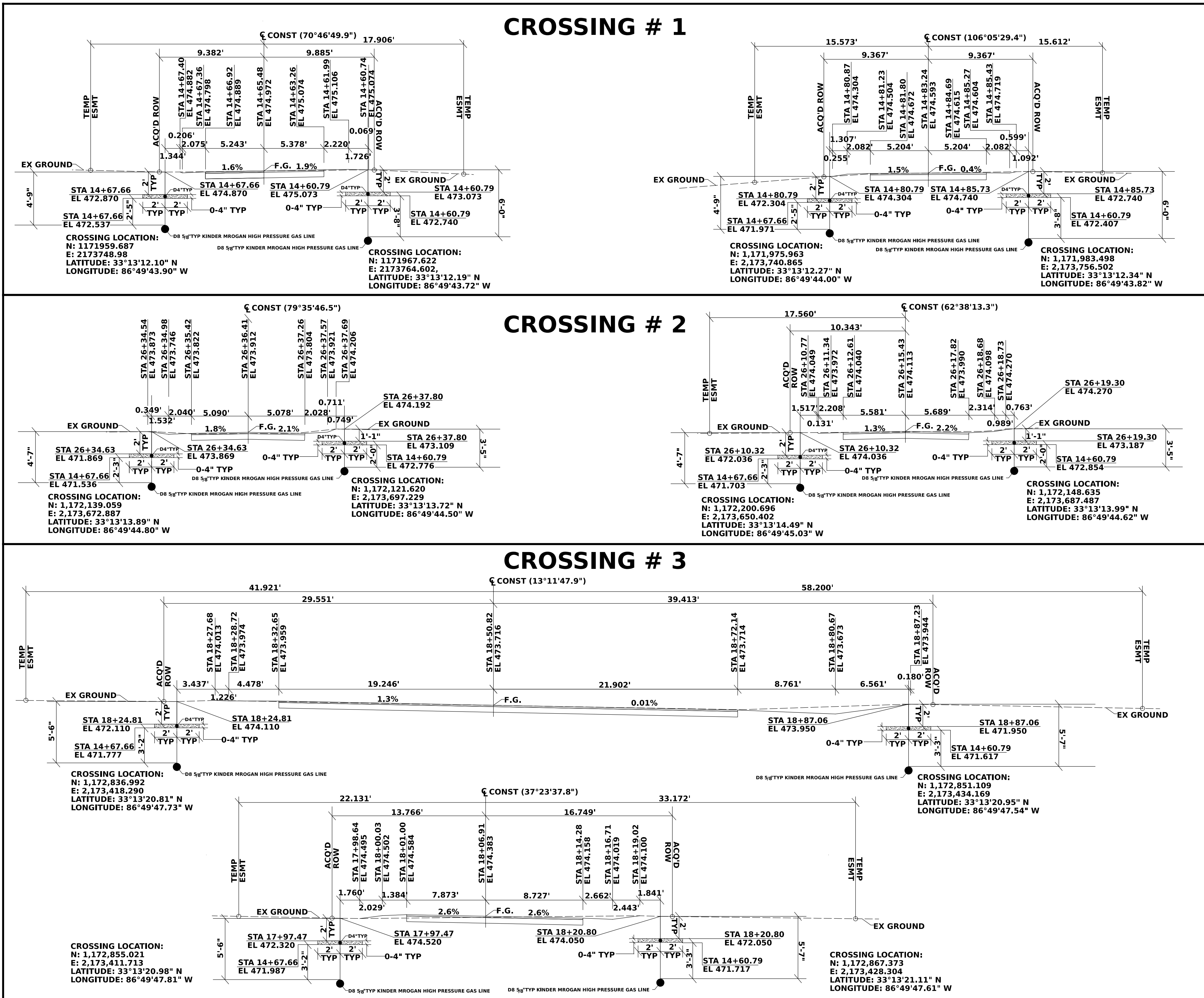
Notary Public

This instrument prepared by:
Kinder Morgan, Land and Right of Way Department
After recording, return to:
LROW, 569 Brookwood Village, Suite 600, Birmingham, AL 35209

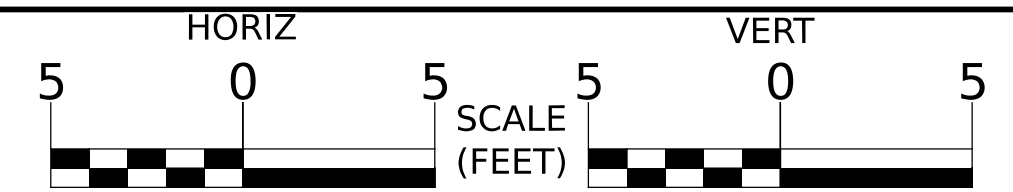
TRAIL LIGHTING DETAILS

| | | |
|----------------------|-------------|----------|
| REFERENCE PROJECT NO | FISCAL YEAR | SHEET NO |
| CMAQ-9802(930) | 2024 | 66 |

LIGHTING COUDITS CROSSING HIGH PRESSURE U/G GASLINES



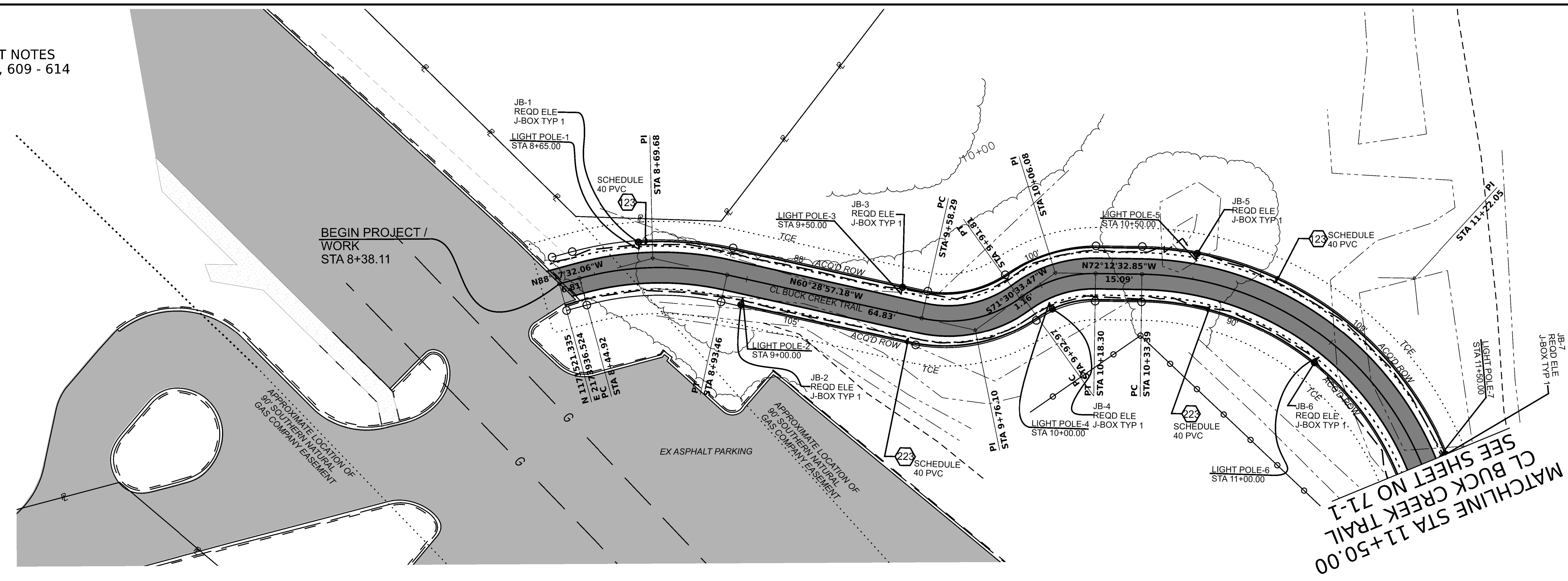
DATE\$\$\$\$ TIME\$\$\$\$ \$USERS\$ \$SPENTABLESS\$ SPLTDRAWSS\$



TRAIL LIGHTING PLAN

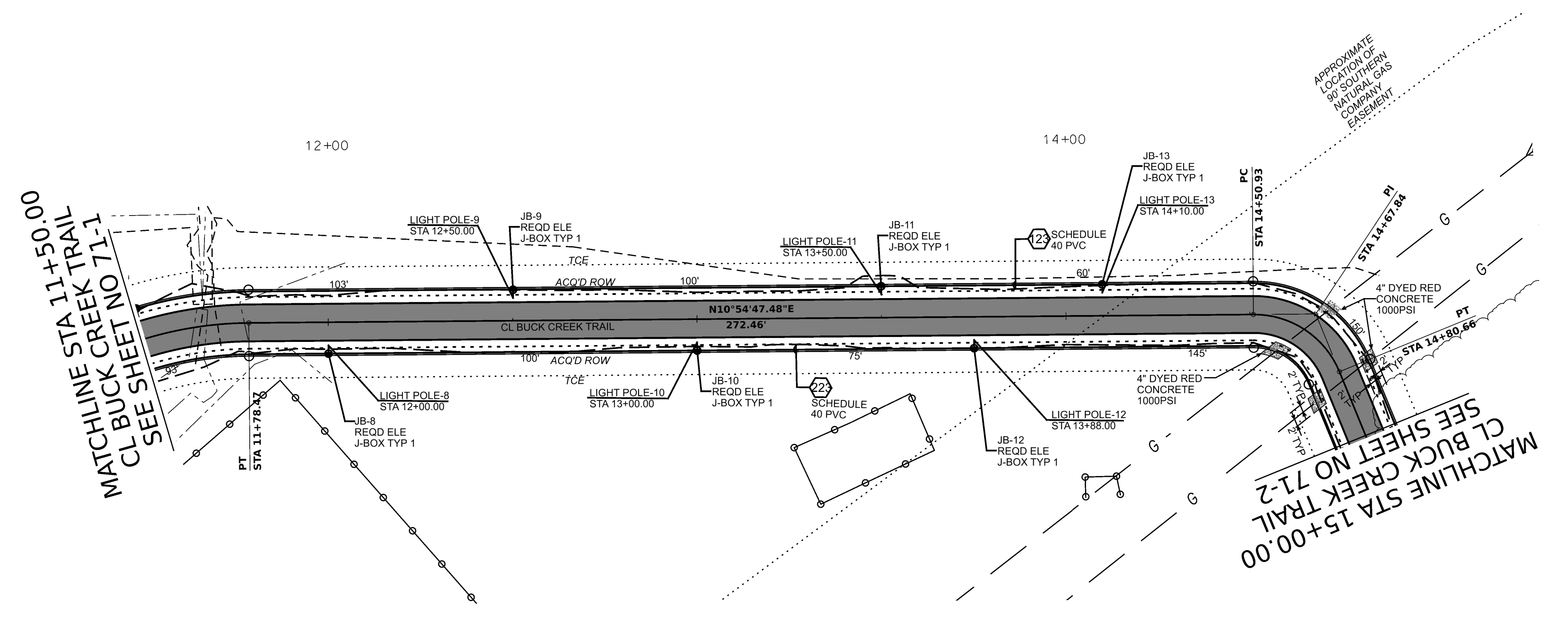
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| REFERENCE PROJECT NO | FISCAL YEAR | SHEET NO |
| CMAQ-9802(930) | 2024 | 71-1 |

PROJECT NOTES
600 - 607, 609 - 614



MATCHLINE STA 11+50.00
CL BUCK CREEK TRAIL
SEE SHEET NO 71-1

PROJECT NOTES
600 - 607, 609 - 614



MATCHLINE STA 11+50.00
CL BUCK CREEK TRAIL
SEE SHEET NO 71-1

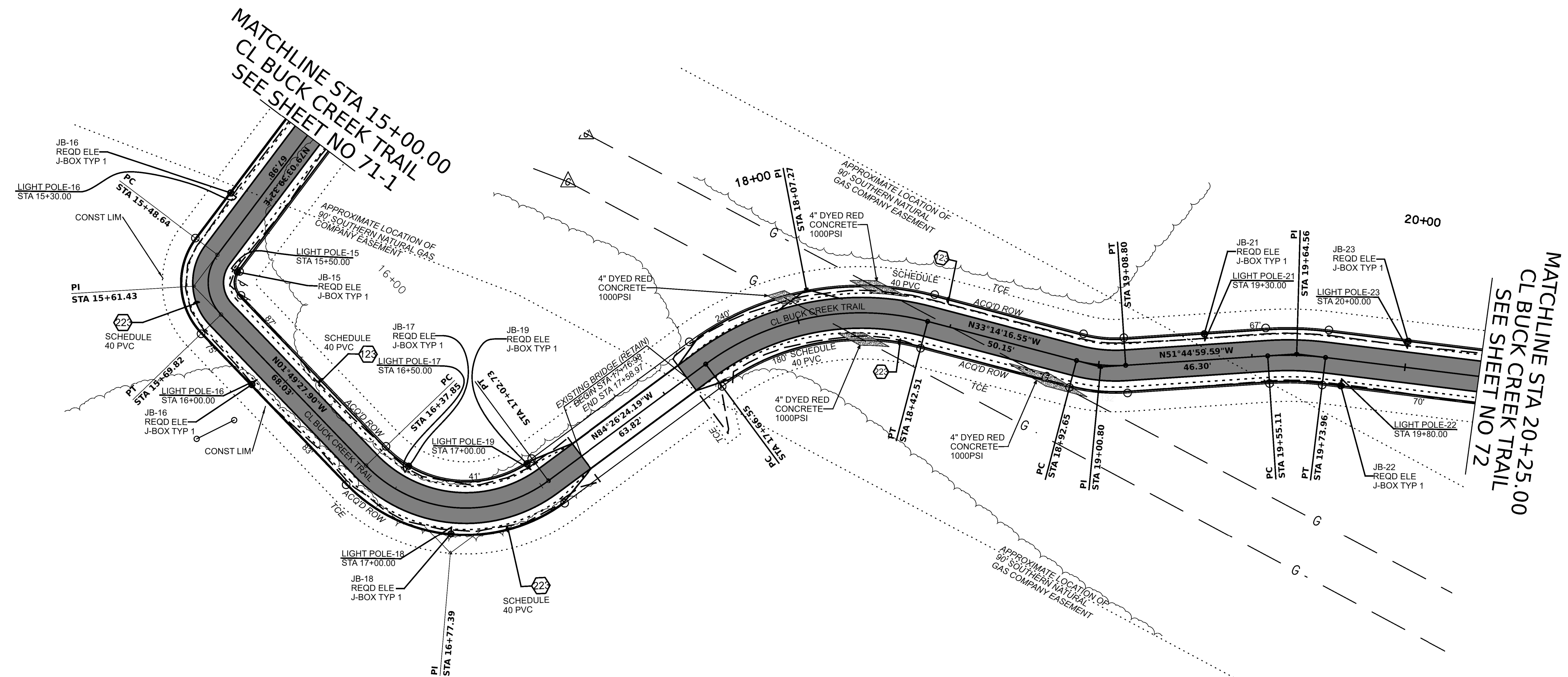
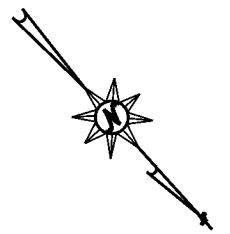
MATCHLINE STA 15+00.00
CL BUCK CREEK TRAIL
SEE SHEET NO 71-2

DATE\$\$\$\$ TIME\$\$\$\$ \$USERS\$ \$SPENT\$ \$SPLTDRAW\$

TRAIL LIGHTING PLAN

| | | |
|----------------------|-------------|----------|
| REFERENCE PROJECT NO | FISCAL YEAR | SHEET NO |
| CMAQ-9802(930) | 2024 | 71-2 |

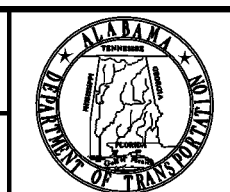
PROJECT NOTES
600 - 607, 609 - 614



| WIRE / CONDUIT SCHEDULE | | | |
|-------------------------|--------------|-------------------------|--------------------------------|
| CONDUIT MARK | CONDUIT SIZE | DESCRIPTION | REMARK |
| 123 | 2" NUCC | 2 #8 AWG / 1 #8 AWG GND | CIRCUIT NO. 1 / 480V / 1 PHASE |
| 223 | 2" NUCC | 2 #8 AWG / 1 #8 AWG GND | CIRCUIT NO. 2 / 480V / 1 PHASE |



PLAN SUBMITTAL
PS & E



ALABAMA DEPARTMENT OF TRANSPORTATION

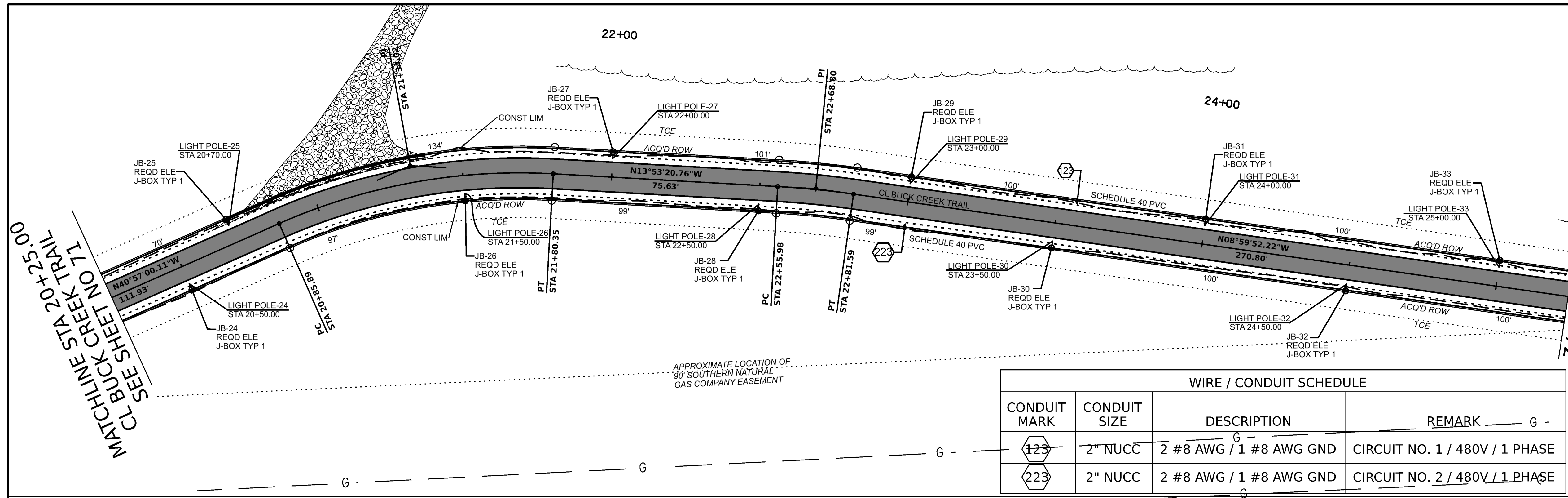
SCALE (FEET) 0 20 40

| | |
|---------------------|------------------|
| SHEET TITLE | ROUTE |
| TRAIL LIGHTING PLAN | BUCK CREEK TRAIL |

DATE\$\$\$\$ TIME\$\$\$\$ \$USERS\$ \$SPENT/BLISS\$ SPL/DRVSS\$

TRAIL LIGHTING PLAN

| | | |
|----------------------|-------------|----------|
| REFERENCE PROJECT NO | FISCAL YEAR | SHEET NO |
| CMAQ-9802(930) | 2024 | 72 |

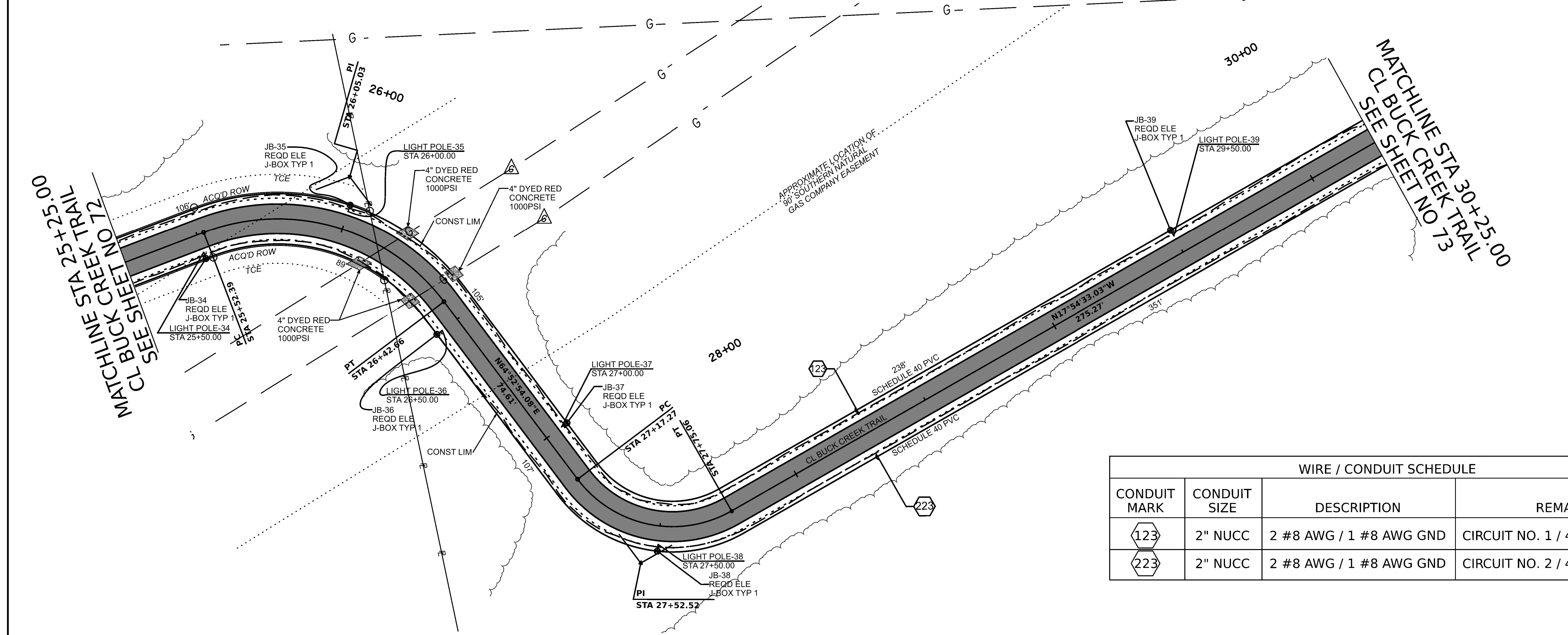


PROJECT NOTES
600 - 607, 609 - 614

MATCHLINE STA 25+25.00
CL BUCK CREEK TRAIL
SEE SHEET NO 72

MATCHLINE STA 20+25.00
CL BUCK CREEK TRAIL
SEE SHEET NO 71

| WIRE / CONDUIT SCHEDULE | | | |
|-------------------------|--------------|-------------------------|--------------------------------|
| CONDUIT MARK | CONDUIT SIZE | DESCRIPTION | REMARK |
| 123 | 2" NUCC | 2 #8 AWG / 1 #8 AWG GND | CIRCUIT NO. 1 / 480V / 1 PHASE |
| 223 | 2" NUCC | 2 #8 AWG / 1 #8 AWG GND | CIRCUIT NO. 2 / 480V / 1 PHASE |



PROJECT NOTES
600 - 607, 609 - 614

MATCHLINE STA 30+25.00
CL BUCK CREEK TRAIL
SEE SHEET NO 73

MATCHLINE STA 25+25.00
CL BUCK CREEK TRAIL
SEE SHEET NO 72

| WIRE / CONDUIT SCHEDULE | | | |
|-------------------------|--------------|-------------------------|--------------------------------|
| CONDUIT MARK | CONDUIT SIZE | DESCRIPTION | REMARK |
| 123 | 2" NUCC | 2 #8 AWG / 1 #8 AWG GND | CIRCUIT NO. 1 / 480V / 1 PHASE |
| 223 | 2" NUCC | 2 #8 AWG / 1 #8 AWG GND | CIRCUIT NO. 2 / 480V / 1 PHASE |

DATE\$\$\$\$ TIME\$\$\$\$ \$USERS\$ \$SPENTABLESS\$ SPLTDIVSS\$



Guidelines for Design and Construction near Kinder Morgan Operated Facilities

Name of Company: Southern Natural Gas Company, LLC

The list of design, construction and contractor requirements, including but not limited to the following, for the design and installation of foreign utilities or improvements on Southern Natural Gas Company, LLC (Company) right-of-way (ROW) are not intended nor do they waive or modify any rights Company may have under existing easements or ROW agreements. Reference existing easements and amendments for additional requirements. This list of requirements is applicable for Company facilities on easements only. Encroachments on fee property should be referred to the Land and Right-of-Way Department.

Design

- Company shall be provided sufficient prior notice of planned activities involving excavation, blasting, or any type of construction on Company's ROW to determine and resolve any location, grade or encroachment problems and provide protection of our facilities and the public before the actual work is to take place.
- Encroaching entity shall provide Company with a set of drawings for review and a set of final construction drawings showing all aspects of the proposed facilities in the vicinity of Company's ROW. The encroaching entity shall also provide a set of as-built drawings showing the proposed facilities in the vicinity of Company's ROW.
- Only facilities shown on drawings reviewed by Company will be approved for installation on Company's ROW. All drawing revisions that effect facilities proposed to be placed on Company's ROW must be approved by Company in writing.
- Company shall approve the design of all permanent road crossings.
- Encroaching entity shall, at the discretion of the Company, incorporate Heath ATI "sniffer" Gas Detection Units in the design of paved areas or "Green Belt" areas of Company ROW. The units shall be installed per Company Standard [TYP-V-0100-B010 – Gas Detection Unit for Pipelines Located under Asphalt or Concrete Parking Areas](#).
- Any repair to surface facilities following future pipeline maintenance or repair work by Company will be at the expense of the developer or landowner.
- The depth of cover over the Company pipelines shall not be reduced nor drainage altered without Company's written approval.
- Construction of any permanent structure, building(s) or obstructions within Company pipeline easement is not permitted.
- Planting of shrubs and trees is not permitted on Company pipeline easement.
- Irrigation equipment i.e. backflow prevent devices, meters, valves, valve boxes, etc. shall not be located on Company easement.
- Foreign line, gas, water, electric and sewer lines, etc., may cross perpendicular to Company's pipeline within the ROW, provided that a minimum of two (2) feet of vertical clearance is maintained between Company pipeline(s) and the foreign pipeline. Constant line elevations must be maintained across Company's entire ROW width, gravity drain lines are the only exception. Foreign line crossings below the Company pipeline must be evaluated by Company to ensure that a significant length of the Company line is not exposed and unsupported during construction. When installing underground utilities, the last line should be placed beneath all existing lines unless it is impractical or unreasonable to do so. Foreign line crossings above the Company pipeline with less than two (2) feet of clearance must be evaluated by Company to ensure that additional support is not necessary to prevent settling on top of the Company natural gas pipeline.
- A foreign pipeline shall cross Company facilities at as near a ninety-degree angle as possible. A foreign pipeline shall not run parallel to Company pipeline within Company easement without written permission of Company.
- The foreign utility should be advised that Company maintains cathodic protection on their pipelines. The foreign utility must coordinate their cathodic protection system with Company's. At the request of Company, foreign utilities shall install (or allow to be installed) cathodic protection test leads at all crossings for the purposes of monitoring cathodic protection. The Company Cathodic Protection (CP) technician and the foreign utility CP technician shall perform post construction CP interference testing. Interference issues shall be resolved by mutual agreement between foreign utility and Company. All costs associated with the correction of cathodic protection problems on Company pipeline as a result of the foreign utility crossing shall be borne by the foreign utility for a period of one year from date the foreign utility is put in service.



Guidelines for Design and Construction near Kinder Morgan Operated Facilities

- The metallic foreign line shall be coated with a suitable pipe coating for a distance of at least 10-feet on either side of the crossing unless otherwise requested by the Company CP Technician.
- AC Electrical lines must be installed in conduit and properly insulated.
- DOT approved pipeline markers shall be installed so as to indicate the route of the foreign pipeline across the Company ROW.
- No power poles, light standards, etc. shall be installed on Company easement.

Construction

- Contractors shall be advised of Company's requirements and be contractually obligated to comply.
- The continued integrity of Company's pipelines and the safety of all individuals in the area of proposed work near Company's facilities are of the utmost importance. Therefore, contractor must meet with Company representatives prior to construction to provide and receive notification listings for appropriate area operations and emergency personnel. **Company's on-site representative will require discontinuation of any work that, in his opinion, endangers the operations or safety of personnel, pipelines or facilities.**
- The Contractor must expose all Company transmission and distribution lines prior to crossing to determine the exact alignment and depth of the lines. A Company representative must be present. In the event of parallel lines, only one pipeline can be exposed at a time.
- Company will not allow pipelines to remain exposed overnight without consent of Company designated representative. Contractor may be required to backfill pipelines at the end of each day.
- A Company representative shall do all line locating. A Company representative shall be present for hydraulic excavation. The use of probing rods for pipeline locating shall be performed by Company representatives only, to prevent unnecessary damage to the pipeline coating.
- Notification shall be given to Company at least 72 hours before start of construction. A schedule of activities for the duration of the project must be made available at that time to facilitate the scheduling of Company's work site representative. Any Contractor schedule changes shall be provided to Company immediately.
- Heavy equipment will not be allowed to operate directly over Company pipelines or in Company ROW unless written approval is obtained from Company. Heavy equipment shall only be allowed to cross Company pipelines at locations designated by Company. Contractor shall comply with all precautionary measures required by Company to protect its pipelines. When inclement weather exists, provisions must be made to compensate for soil displacement due to subsidence of tires.
- Excavating or grading which might result in erosion or which could render the Company ROW inaccessible shall not be permitted unless the contractor/developer/owner agrees to restore the area to its original condition and provide protection to Company's facility.
- A Company representative shall be on-site to monitor any construction activities within 25-feet of a Company pipeline or aboveground appurtenance. The contractor **shall not** work within this distance without a Company representative being on site. Only hand excavation shall be permitted within a minimum of 18-inches (refer to state specific rules/regulations regarding any additional clearance requirements) of Company pipelines, valves and fittings. However, proceed with extreme caution when within three (3) feet of the pipe.
- Ripping is only allowed when the position of the pipe is known and not within 10-feet of Company facility unless Company representative is present.
- Temporary support of any exposed Company pipeline by Contractor may be necessary if required by Company's on-site representative. Backfill below the exposed lines and 12-inches above the lines shall be replaced with sand or other selected material as approved by Company's on-site representative and thoroughly compacted in 12-inches lifts to 95% of standard proctor dry density minimum or as approved by Company's on-site representative. This is to adequately protect against stresses that may be caused by the settling of the pipeline.



Guidelines for Design and Construction near Kinder Morgan Operated Facilities

- No blasting shall be allowed within 1000-feet of Company's facilities unless blasting notification is given to Company including complete Blasting Plan Data. A pre-blast meeting shall be conducted by the organization responsible for blasting.

Company shall be indemnified and held harmless from any loss, cost of liability for personal injuries received, death caused or property damage suffered or sustained by any person resulting from any blasting operations undertaken within 500-feet of its facilities. The organization responsible for blasting shall be liable for any and all damages caused to Company's facilities as a result of their activities whether or not Company representatives are present. Company shall have a signed and executed Blasting Indemnification Agreement before authorized permission to blast can be given.

No blasting shall be allowed within 300-feet of Company's facilities unless blasting notification is given to Company a minimum of one week before blasting. (*Note: covered above*) Company shall review and analyze the blasting methods. A written blasting plan shall be provided by the organization responsible for blasting and agreed to in writing by Company in addition to meeting requirements for 500-feet and 1000-feet being met above. A written emergency plan shall be provided by the organization responsible for blasting. (*Note: covered above*)

- **Any** contact with any Company facility, pipeline, valve set, etc. shall be reported immediately to Company. If repairs to the pipe are necessary, they will be made and inspected before the section is re-coated and the line is back-filled.
- Company personnel shall install all test leads on Company facilities.
- Burning of trash, brush, etc. is not permitted within the Company ROW.