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STATE OF ALABAMA)
SHELBY COUNTY)

THIS CONVEYANCE, PERMIT, GRANT, CONTRACT AND AGREEMENT, made and executed for, on behalf of and in the name of Shelby County, Alabama, by Conrad M. Fowler, Judge of Probate of Shelby County, Alabama, and Chairman of The Board of Revenue and Control of Shelby County, Alabama (herein sometimes called the "Board"), acting under the power and authority vested in him by a Resolution heretofore on the 24th day of October, 1960, duly and legally adopted by the Board,

W I T N E S S E T H :

That for and in consideration of the sum of Five Dollars (\$5.00) cash, to Shelby County, Alabama (herein sometimes called the "County"), in hand paid by Alabama Gas Corporation, at and before the sealing and delivery of these presents, the receipt of which sum is hereby acknowledged, and in further consideration of the benefits which will accrue to the County, and to the inhabitants thereof, the County, does hereby grant, give, bargain, sell and convey unto the said Alabama Gas Corporation, its successors and assigns, and does hereby vest said Alabama Gas Corporation, its successors and assigns, (hereinafter sometimes called the "Company"), with the right, power, authority, easement, privilege, permit and franchise to lay, construct, set, install, renew, remove, replace, repair, own, use, maintain, operate, extend and enlarge its pipe and pipelines, mains, conduits and fixtures and appurtenances thereto, in, above, along, under and across the public roads, highways, streets, avenues, alleys, ways, bridges and viaducts, and the rights-of-way of each thereof, located within the County

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and within the area outlined with a green line on the map attached hereto and made a part hereof as the said public roads, highways, streets, avenues, alleys, ways, bridges and viaducts, and the rights-of-way thereof, now exist or as the same may hereafter be dedicated, laid out, extended, altered or widened, for the purposes of the transmission, distribution and sale of natural or manufactured gas or any mixture thereof for all purposes whatsoever; together with all of the rights and privileges necessary or convenient for the full use and enjoyment thereof for the purposes herein designated; provided, however, that the County does not warrant that it owns or has the authority to grant the rights and privileges hereinabove granted, and that the County shall be under no liability to any person or persons in the event that it does not own or have the authority to grant such rights and privileges.

TO HAVE AND TO HOLD the same unto said Alabama Gas Corporation, its successors and assigns forever, subject, however, to the following:

1. The said pipelines, pipes, conduits, appliances and appurtenances shall be so laid, set or constructed as not unreasonably to interfere with the proper use by the general public of the rights-of-way, streets, public roads, avenues, alleys, ways, viaducts and bridges, hereinbefore referred to, and shall be maintained in reasonably good condition and repair and to that end the Company shall abide by all reasonable resolutions that the Board may adopt.

2. Whenever the Company shall cause any opening or alteration to be made in any part of the rights-of way, streets, public roads, alleys, ways, bridges, or viaducts for the purpose of laying, constructing, setting,

installing, maintaining, removing, renewing, extending, enlarging, operating or repairing any pipes, pipelines, mains, conduits, fixtures or appurtenances thereto, the work shall be completed within a reasonable time, and the Company shall upon the completion of such work, restore such portion of the rights-of-way, streets, public roads, avenues, alleys, ways, bridges, or viaducts to as good condition as it was before the opening or alteration was so made, and such restoration shall be made to the satisfaction of the Board.

3. The Company shall hold the County harmless from any and all liability or damages resulting from the negligence of the Company, its agents and employees, in the construction, maintenance, or operation of said pipes, pipelines, mains, conduits, fixtures, and appurtenances thereto.

In the event that the grade of any of said streets, public roads, avenues, alleys, ways, viaducts or bridges in, above, along, under or across which the Company shall have laid or constructed its pipelines, mains, conduits, fixtures or appurtenances thereto shall be changed or caused to be changed by the County, and it shall be necessary that said pipelines, mains, conduits, fixtures or appurtenances thereto, or any one or more thereof, be raised, lowered, or relocated, then and in such event the Company, within a reasonable time after the receipt of notice from the County or its officers or employees so to do, shall at its own expense raise, lower or relocate the said pipeline, main, conduit, fixture or appurtenance thereto so that the same will not unreasonably interfere with the proper use of the said streets, public roads, avenues, alleys, ways, viaducts, or bridges as so changed, provided, however, that nothing herein shall be construed as prohibiting the Company from being reimbursed by the State of Alabama or the State Highway Department of the State of Alabama for all or any portion of the cost of such relocation, raising or lowering nor shall such reimbursement be construed as violating the provisions of this grant.

4. Without limiting the generality of the foregoing, it is specifically agreed that the limitation with respect to Valleydale Road that is set out in Section 1 of that certain instrument dated August 10, 1959 and recorded in the office of the Judge of Probate of the County in Book 203 at Page 265, shall no longer be effective and that the Company may, subject to the conditions set out herein, serve customers residing on Valleydale Road.

5. The acceptance by the Company of this conveyance, permit, grant, contract and agreement and of the rights, authority, powers, easements, privileges, permits and franchises herein granted shall be conclusive evidence of the agreement by the Company to be bound by the terms and conditions hereof.

6. The Company shall have the power and authority, subject to the supervision of the Alabama Public Service Commission or other duly constituted governmental authority vested with the power now vested in the Alabama Public Service Commission to supervise and regulate public utilities in the State of Alabama, to make, adopt and enforce rates, rules and regulations for the furnishing of gas and for the reasonable operation of its said plant and system and shall have the right at all reasonable hours to have access to its gas pipes and the meters of any consumer for the purpose of making repairs and other proper purposes.

7. Wherever in this instrument either Shelby County, Alabama or Alabama Gas Corporation is named or referred to, it shall be deemed to include the respective successors or assigns of either, and all the rights, powers, privileges, permits and easements and the obligations herein mentioned or conferred shall inure to the benefit of and shall bind such successors and assigns of said County and of Alabama Gas Corporation, respectively.

IN WITNESS WHEREOF, Shelby County, Alabama, has caused these presents to be executed by the undersigned, as Judge of Probate of Shelby County, Alabama and Chairman of The Board of Revenue and Control of Shelby County, Alabama, and its seal hereunto to be affixed by said officer, who is duly authorized thereunto, on this the 24th day of October, 1960.

SHELBY COUNTY, ALABAMA

By Conrad M. Fowler
Its Judge of Probate and Chairman
of The Board of Revenue and Control.

The above conveyance, permit, grant, contract and agreement and the rights, authority, powers, easements, privileges, permits and franchises granted thereby are hereby accepted by Alabama Gas Corporation this 24th day of October, 1960.

ALABAMA GAS CORPORATION

By Charles L. Smith
Its Vice President

STATE OF ALABAMA, SHELBY COUNTY

I, Conrad M. Fowler, Judge of Probate, hereby certify that the within Deed was filed for record in this office on the 29 day of Oct 1960 at 8 M. o'clock and recorded in Deed Book 212 at page 169 on the 1 day of Nov 1960.
Mortgage Tax Deed Tax .50 has been paid.

Conrad M. Fowler
Judge of Probate

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STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Conrad M. Fowler, whose name as Judge of Probate of Shglby County, Alabama and Chairman of The Board of Revenue and Control of Shelby County, 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 instrument, he, in his capacity as such Judge of Probate and Chairman and with full authority, executed the same voluntarily, for and as the act of Shelby County, Alabama, on the day the same bears date.

Given under my hand, this 24 day of October, 1960.

[SEAL]

Lance B. B. B.
Notary Public, Shelby County, Alabama

My Commission expires 3-11-61

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Filed 10/29/60 - Deed Exp. # 50 -

Om Fowler