

STATE OF ALABAMA)
SHELBY COUNTY)

1388

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of One Dollar (\$1.00) and other good and valuable considerations unto the undersigned Grantor Gulf States Paper Corporation (hereinafter at times referred to as the "Grantor", whether one or more than one) in hand paid by ALABAMA GAS CORPORATION, an Alabama corporation, the receipt and sufficiency of which considerations are hereby acknowledged, the said Grantor does hereby grant, bargain, sell and convey unto the said ALABAMA GAS CORPORATION, its successors, assigns and lessees, from the date hereof a right-of-way or easement for one or more of the following purposes: Laying, constructing, erecting, setting, installing, renewing, repairing, inspecting, replacing, maintaining, operating, removing, changing the size of, modifying the relocating one or more of its pipe or pipe lines, mains, conduits, and appliances and appurtenances thereto; over, under, upon, and across a strip of land fifty (50) feet wide, as shown on the Sain-South Engineering Drawing No. E-1 attached hereto and made a part hereof, which said strip is a part of the lands of the Grantor herein below described; together with the right of ingress to and egress from said lands, and all the rights and privileges necessary or convenient for the full enjoyment and use thereof for the purposes designated. Said properties, on, over, under, and across which the above described strip is situated, are more particularly described as follows:

BOOK 101 PAGE 113

Ala. Gas

An easement 50 feet in width for an underground gas pipeline situated in the Southeast Quarter of the Northwest Quarter of Section 16, Township 24 North, Range 15 East, Shelby County, Alabama, said 50 feet easement being more particularly described as follows:

Commence at a point at the centerline of the right-of-way of Alabama State Highway No. 145, said point being at the end of a curve to the west, said point also being at Roadway Station 94 + 94.4; thence at 90° to said centerline of right-of-way; proceed northwesterly 100.00 feet to the northwesterly right-of-way margin of said Alabama State Highway No. 145 and the POINT OF BEGINNING; thence continue along last mentioned course and along said right-of-way margin 50.00 feet to a point, said point being 150 feet northwest of and at 90° to said centerline of right-of-way of Alabama Highway No. 145 at Roadway Station 94 + 94.4; thence with a deflection right of 90°00'00", proceed northeasterly and parallel to said centerline of highway, 318.00 feet to a point on the Southwesterly right-of-way margin of Shelby County Road No. 99, said right-of-way margin being in a flare to the South; thence with a deflection right of 136°20'39", proceed along said flared Southwesterly right-of-way margin, 72.43 feet to a point on said Northwesterly right-of-way margin of Alabama State Highway No. 145, said point being 100 feet northwest of and at 90° to said centerline of right-of-way of Alabama State Highway No. 145 at Roadway Station 97 + 60; thence with a deflection right of 43° 39' 21", proceed along said Northwesterly right-of-way margin 265.60 feet to the POINT OF BEGINNING.

TO HAVE AND TO HOLD the said right-of-way and easement perpetually unto the said ALABAMA GAS CORPORATION, its successors, assigns and lessees, provided, however, that the Grantor herein shall have and expressly reserves the right to use and enjoy the premises above described but that such use and enjoyment by the Grantor shall be in such manner as not unreasonably to interfere with the use of said easement or right-of-way by the said ALABAMA GAS CORPORATION, its successors, assigns and lessees under the grant herein set forth and, provided further that the Grantor will place no permanent structures upon the said right-of-way or easement. The Grantor expressly covenants that it is the owner in fee of the real property herein conveyed and has a good right to execute this agreement and to grant said easement or right-of-way.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed for and in its corporate name and behalf and its corporate seal hereunto to be affixed and attested all by its proper officials who are thereunto duly authorized, on this the 21st day of January, 1986.

(Corporate Seal)

GULF STATES PAPER CORPORATION

BY F. T. Hixon

Its General Manager, Narrwood Group

ATTEST: Charles [Signature]
BY 1078

Its Secretary

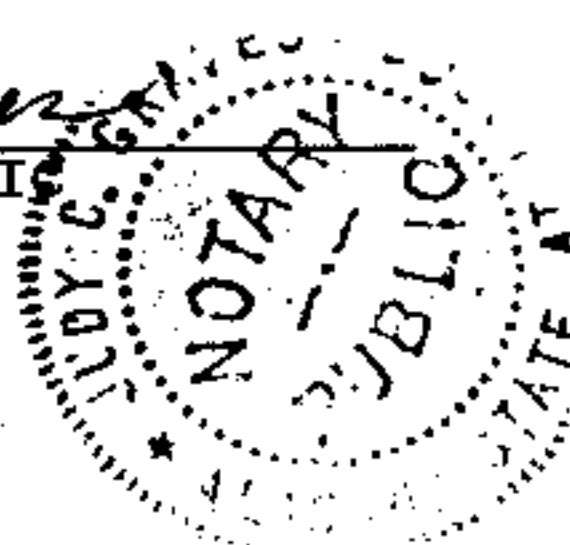
STATE OF ALABAMA
COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that F. T. Hixon whose name as General Manager, Narrwood Group of Gulf States Paper Corporation, a corporation, 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 conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 21st day of January, 1986.

Judy C. Graves
NOTARY PUBLIC

My Commission Expires: 8-17-86



RESOLUTION ADOPTED
BY BOARD OF DIRECTORS OF
GULF STATES PAPER CORPORATION

May 23, 1985

SALES OF COMPANY LAND

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BE IT RESOLVED, That J. W. Warner as Chairman of the Board and Chief Executive Officer, Jon Warner as President and Chief Operating Officer, and F. T. Hixon as General Manager, Narrwood Group, or any one of them, are hereby authorized and empowered, on such terms and conditions as they may deem proper, to enter into, execute and deliver deeds, contracts, grants and other instruments selling, conveying or transferring land of the Corporation or any interest therein; it being the intention of this Board to authorize the designated officers to carry out such acts, without further approval of the Board of Directors, as a part of their regular duties; giving full power and authority unto each of said officers to do any and all things necessary and appropriate in exercising the power and authority herein given.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1986 NOV 19 PM 1:13

John W. Warner
JUDGE OF PROBATE

1. Deed Tax	\$ 50
2. Mtg. Tax	
3. Recording Fee	1000
4. Indexing Fee	100
TOTAL	1150

Certified to be a true and exact copy of resolution adopted
at meeting of Board of Directors of Gulf States Paper
Corporation on May 23, 1985.

Dated this 21st day of January, 1986.

Charles Hixon
Secretary

