

STATE OF ALABAMA )

COUNTY OF SHELBY )

GAS UTILITY FACILITIES EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Five Hundred Dollars (\$500.00) and other good and valuable consideration, in hand paid by ALABAMA GAS CORPORATION, a corporation (herein "GRANTEE"), the receipt whereof is hereby acknowledged, KIMBERLY-CLARK CORPORATION, a corporation (herein "GRANTOR"), does hereby grant, to the extent of its interest, unto GRANTEE, a ten (10) foot in width easement on which to construct, operate, maintain and repair gas utility facilities as the GRANTEE may require over the following described strip of land, ten feet in width, located in the Northwest Quarter of the Southwest Quarter, Section 10, Township 20 South, Range 2 West, Shelby County, Alabama, and described as follows:

Commence at the NW Corner of the SW-1/4 of Section 10, Township 20 South, Range 2 West, Shelby County, Alabama; thence southerly along the Section line 786.27 feet; thence 90° left, 676.06 feet to the northerly R.O.W. monument at Station 335+50 on Shelby County Highway No. 11, being the Point of Beginning; thence right 11°04'39", 10.00 feet; thence along the R.O.W. 90° left, 158.10 feet to the P.C. of a curve to the right with a radius of 1677.59 feet and a chord of 351.25 feet; thence run along the arc of said curve 351.89 feet; thence northwesterly radial to the curve a distance of ten feet; thence southwesterly along a curve to the left parallel with the R.O.W. with a radius of 1687.59 feet and a chord of 353.38 feet; thence run along the arc of said curve 354.02 feet; thence continue tangent southwesterly to said curve 158.10 feet to the Point of Beginning.

The route and exact location of such easement is shown in red on Exhibit A hereto.

For the consideration aforesaid, the GRANTOR further grants unto the GRANTEE the right and privilege of use of such easement for an underground gas pipeline, and all other gas utility facilities useful therewith, together with all rights and privileges necessary or convenient for the full use and enjoyment thereof for such purposes, including the right of ingress to and egress from such easement, the right to cut and keep clear all trees, undergrowth and other obstructions thereon when deemed reasonably necessary for the avoidance of danger.

12/02/1993  
08:59 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
005 MCD 19.00

Inst # 1993-38321

this easement is made and conditioned upon the following representations, covenants and agreements, which the GRANTEE, by accepting this easement, expressly acknowledges, agrees and consents to, and joins in:

1. GRANTOR reserves the full right to use such easement in common with GRANTEE, and any entity having any rights therein, and reserves the right to dedicate such easement for public roadway purposes, without consent of GRANTEE.

2. GRANTOR has no obligation to keep and maintain the easement area in safe condition and the use of the easement area by GRANTEE, its agents, employees or assigns shall be at its risk and peril.

3. GRANTOR reserves the rights to use and enjoy the property subject to the easement for any and all purposes including, but not limited to, the installation and maintenance (or to grant such rights to others) within the boundary of the easement herein granted, of electrical, telephone and communication lines and facilities; gas or other pipelines or facilities; railroad tracks and facilities; and roads or ways of any description; all at any point whatsoever, either at, above, or below grade, provided the exercise of such rights shall not interfere with the use by GRANTEE of the easement granted herein.

4. GRANTOR reserves the absolute right to cross such easement at any point along its route (such crossing point or points to be solely determined by GRANTOR) with heavily loaded logging trucks or other vehicles or equipment, in its management and logging of GRANTOR'S property lying on either side of such easement, even though such usage shall interfere with usage under the easement granted herein.

5. GRANTEE agrees to place all underground gas lines and appurtenances at a sufficient depth, a minimum of 36 inches, so as not to interfere with road construction and maintenance, logging, land clearing, tree planting, use of fire plows, and other activities related to GRANTOR'S management of its adjacent woodlands.

6. In the event the easement granted herein is abandoned and not used by GRANTEE for a period of two years, title thereto shall automatically revert to GRANTOR.

7. GRANTOR shall not be liable or responsible for, and GRANTEE hereby agrees to hold GRANTOR harmless from, any damages to the road and gas facilities caused by GRANTOR, including, but not limited to, damages in connection with the construction of any road on or across the easement area, to allow the use of the vehicles and equipment described herein, or otherwise. GRANTEE also agrees that its facilities are placed on such easement, at its own risk of their being damaged by GRANTOR'S heavy equipment in carrying out the activities herein described.

8. GRANTEE agrees and covenants to release, indemnify, protect and hold harmless the GRANTOR, its successors or assigns, from and against any and all claims and demands by GRANTEE, its employees, agents, contractors or any other persons whomsoever, for damages to property and injury or death to persons which may arise out of or be caused directly or indirectly by its gas facilities, by GRANTEE, its employees, agents, contractors, invitees, licensees or any other persons whomsoever.

9. GRANTOR grants to GRANTEE a strip of land fifteen (15) feet in width and parallel to the above described easement area for its use as a temporary construction easement. This temporary construction easement shall expire six (6) months from the date written below. The temporary construction easement area is shown in yellow on the attached Exhibit A.

10. GRANTOR and GRANTEE agree that this easement, and the covenants and agreements herein, shall be binding upon and enforceable by GRANTOR and against GRANTEE. The continued use of maintenance of the easement area, the gas facilities, by any successor in ownership to the gas facilities shall conclusively constitute such user's agreement to be bound by all the covenants and agreements herein assumed by GRANTEE, including the agreements of indemnity.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized representatives on this 10<sup>th</sup> day of DECEMBER, 1992.

WITNESS:

CPHitchcock

KIMBERLY-CLARK CORPORATION

By BH Knight  
B. H. Knight  
President  
U. S. Pulp and Newsprint

WITNESS:

L. Lamar Ford

ALABAMA GAS CORPORATION

By PH [Signature]  
Its VICE PRES - TECH SERVICES *me*

Approved As To Engineering  
[Signature]  
MANAGER - TECHNICAL SUPPORT  
Alabama Gas Corporation

STATE OF ALABAMA )  
COUNTY OF TALLADEGA )

I, Sonia Simmons, a Notary Public in and for said County in said State, hereby certify that B. H. Knight, whose name as President, U. S. Pulp and Newsprint, Kimberly-Clark 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, 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 10<sup>th</sup>, day of December, 1992.

Sonia Simmons  
Notary Public

My Commission Expires: 10-16-95

STATE OF ALABAMA )  
COUNTY OF SHELBY )

I, Stella G. Lee, a Notary Public in and for said County in said State, hereby certify that Roger A. Putnam, whose name as Vice-President, Technical Services, ALABAMA GAS 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, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Alabama Gas Corporation.

Given under my hand and official seal, this the 14<sup>th</sup> day of December, 1992.

Stella G. Lee  
Notary Public

OFFICIAL SEAL  
My Commission Expires:  
MY COMMISSION EXPIRES MAY 21, 1995

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12/02/1993-38321  
08:59 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
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