

Partnership

State of Alabama

County of Shelby

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 Belcher Land & Timber Company —

A Partnership, ~~a corporation~~ (hereinafter at times referred to as the "Grantor"), 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 and easement for any one or more or all of the following purposes: Laying, constructing, erecting, setting, installing, renewing, repairing, inspecting, replacing, maintaining, operating, removing, changing the size of, modifying and relocating one or more of its pipe or pipelines, mains, conduits and appliances and appurtenances thereto over, under, upon and across a strip of land.....

(XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX) described as follows:

Commence at the NW Corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 1, Township 20 South, Range 2 West, Shelby County, Alabama; thence run Southerly along the quarter-line 776.00 feet to the Northerly R.O.W. of Shelby County Hwy. No. 11; thence right 73°17'03", 259.71 feet to the Point of Beginning along said R.O.W.; thence 158°44'55" right 57.80 feet; thence 23°13'20" right 83.80 feet; thence 2°51'30" left 89.67 feet; thence 21°36'10" right 55.00 feet to the R.O.W. of Shelby County Highway No.11; thence 159°17'05" right, 278.72 feet to the Point of Beginning.

In the event Grantee fails to use such easement for a consecutive period of one hundred eighty (180) days, all rights granted under this easement shall cease and terminate and the rights granted hereby shall revert to Grantor.

The Grantee will indemnify Grantor and save harmless Grantor from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the above described property for the use of such property by Grantee, its agents, contractors, employees, servants or lessees. Grantee shall protect and hold Grantor harmless and pay all costs, expenses and reasonable attorney's fees incurred by Grantor in connection with any such claims or litigation.

Situated in Shelby County, Alabama.

~~Together with the right of ingress to and egress from said strip of land across adjacent lands of the Grantor and all the rights and privileges necessary or convenient for the full enjoyment and use of said right of way, and easement for the purposes above designated.~~ *NH/5*

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 expressly reserves for itself and its successors and assigns the right to use and enjoy the premises above described in so far as such use and enjoyment by the Grantor, its successors and assigns shall not unreasonably interfere with the use of said easement and 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 and its successors and assigns will place no permanent structures upon the said right-of-way and 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 and 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 24 day of December, 1972

[CORPORATE SEAL]

ATTEST:

By

32301.

Its

Belcher Lumber & Timber Co.

By

Inst

Its

GRANTOR

12/02/1993-38327
08:59 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 11.50

EASEMENT DEED

ALABAMA GAS CORPORATION

TO

STATE OF ALABAMA

County of

Office of the Judge of Probate

I hereby certify that the within deed was filed

in this office for record on the day of

19 at

O'clock M., and was duly recorded

in Volume of Deeds at page

Judge of Probate.

State of Alabama

County of Jefferson

I, J. Fred Powell, a Notary Public in and for said County, in said State,

hereby certify that Nell V. Belcher whose name as Pantven of

Belcher Land and Timber Company, an Ala. general partnership, 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. pantven

Given under my hand this 7th day of Dec, 1992.

My Commission Expires 10/8/94

NOTARY PUBLIC

[NOTARY SEAL]

Inst # 1993-38327

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SHELBY COUNTY JUDGE OF PROBATE
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