

This instrument prepared by:
Charles G. West, Jr.
605 Richard Arrington, Jr. Blvd. N
Birmingham, Al 35203-2707

STATE OF ALABAMA

SHELBY COUNTY

EASEMENT

500⁰⁰
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 DANTRACT, INC., property owner (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, and 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 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 (30) thirty foot easement described as follows:

A parcel of land situated in the SW ¼ of Sec. 32, Twp. 18 S, R 1 W, Shelby County, Alabama, being more particularly described as follows:

BEGIN at the Northwest corner of Lot 3A of The Resurvey of the Crossroads, as recorded in Map Book 30, at Page 62, in the Office of the Judge of Probate, Shelby County, Alabama; thence run in a Southeasterly direction along the northerly line of said lot, a distance of 190.05 feet to the Northeast corner of said lot; thence turn an interior angle of 91°20'38" and run in a Southwesterly direction along the easterly lot line of said lot a distance of 30.00 feet to a point; thence turn an interior angle 88°39'22" and run in a Northwesterly direction, being 30 foot parallel to, and South of, the northerly lot line of said lot, a distance of 190.05 feet to a point on the westerly lot line of said lot; thence turn an interior angle of 91°20'38" and run in a Northeasterly direction a distance of 30.00 feet, along the westerly line of said lot, to the point of beginning. Said parcel contains 5701 feet, more or less.

Together with the right of ingress to and egress from said strip of land 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.

TO HAVE AND TO HOLD the said right-of-way and easement perpetually unto the said ALABAMA GAS CORPORATION, and 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 the lessees under the grant herein set forth, and provided further that the Grantor and its successors, 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. Alabama Gas Corporation does hereby agree that the Grantor and other utility companies may elect to use this easement for utility construction and permanent installation and in so doing, shall notify Alabama Gas Corporation to maintain adequate ground clearance, generally agreed as 6 feet distance from the Alabama Gas Corporation pipeline as installed.

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 9th day of August, 2004.

DANTRACT, INC.

By Charles W. Daniel
Charles W. Daniel, President
Its President

ATTEST:

By RT Oush

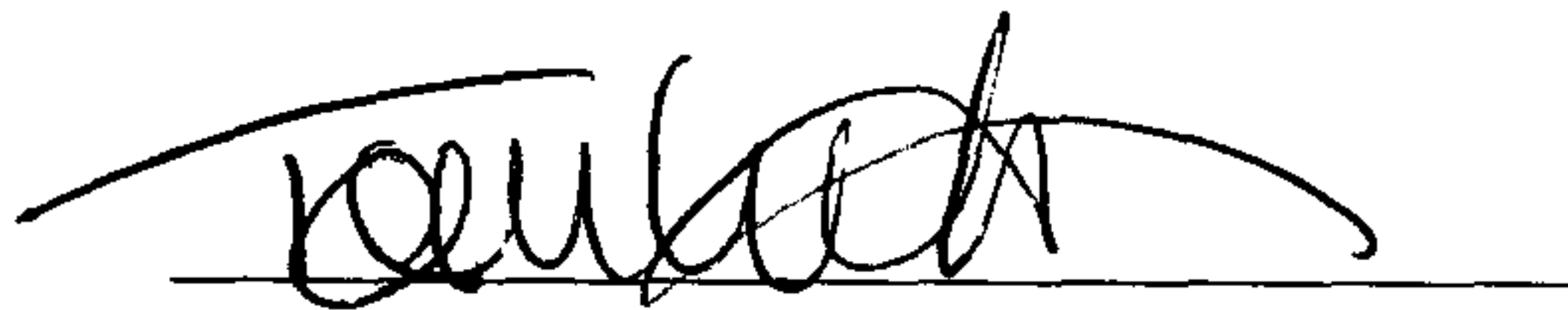
Its V.P.

STATE OF ALABAMA

Jefferson COUNTY

I, Terrance Lee Webb a **Notary Public** in and for said county in said state, hereby certify that Charles W. Daniel, whose name 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 on the day the same bears date.

Given under my hand this 9th day of August, 2004.



Notary Public

My Commission expires 8/27/05