

(STATE OF ALABAMA)
(COUNTY OF SHELBY)

EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation, doing business as Inverness ("Grantor") for and in consideration of TEN & NO /100 DOLLARS (\$10.00) ~~\$~~ 500.⁰⁰ and other considerations received from Alabama Gas Corporation, an Alabama-corporation ("Grantee"), the receipt and sufficiency of which are hereby acknowledged by Grantor, and in consideration of the covenants and agreements of the Grantee hereinafter set forth, does hereby grant and convey to Grantee, upon the conditions and subject to the limitations herein set forth, an easement ("Easement") in, through, under and upon that portion of that certain tract located in Section 36 of Township 18S, Range 2W in the City of Hoover, Shelby Co, Alabama which portion is shown on Exhibit "A", Sheet SOC04029, dated 04/10/04, attached hereto and made a part hereof, as furnished by ALABAMA GAS CORPORATION, drawn by S. Cannon. The Easement is to be utilized only to construct, operate, maintain, add, and/or remove such underground natural gas facilities and related items consisting of pipeline and equipment, together with the right to keep the pipeline and other items free of any obstructions which would interfere with the use, maintenance, or operation of such equipment and items, and for no other purpose.

Grantor reserves to itself, its heirs, legal representatives, successors, assigns, tenants and others claiming under or through Grantor, as the case may be, the unrestricted use of the Easement, subject only to the rights of the Grantee as herein set forth. Grantor, its heirs, legal representatives, successors, assigns, tenants, and others claiming under or through Grantor shall not cause any interference with Grantee's enjoyment of the rights granted herein.

TO HAVE AND TO HOLD the Easement unto said Grantee, its successors and assigns.

The Easement is granted upon the express condition that the Grantee shall, and the Grantee by the acceptance of the grant hereby, does covenant and agree as follows:

1. Grantee, its successors, assigns, agents, servants, employees shall have the right and authority to enter upon the Easement only for the limited purpose set forth above and for no other purpose; provided, however, that Grantee shall and hereby agrees that it will, at its sole expense, promptly restore the Easement to as near to the original condition as possible after any such construction, maintenance, addition or replacement of said natural gas facilities using Landscape Services to complete these repairs.
2. Grantee shall, upon the receipt of written notice from Grantor, its heirs, legal representatives, successors, or assigns, as the case may be, move and relocate any or all or any part of its underground natural gas facilities on the Easement to another location. All relocation costs will be the sole responsibility of Grantee. Grantee agrees to commence relocation within sixty (60) days after the date receipt such written notice and to complete all work involved in such relocation within one hundred and twenty (120) days of said date. In no other event may Grantee relocate its natural gas facilities.
3. Grantee will protect, defend, hold harmless and indemnify Grantor, its heirs, legal representatives, successors, and assigns, as the case may be, from and against any and all claims for death of or injury to person or damage to property, and from all actions of every kind and nature which may arise out of or in connection with the granting of the Easement or by reason of the negligent installation, operation, maintenance, or use of said natural gas facilities by Grantee, its successors, assigns, agents, or employees upon or adjacent to the Easement; provided, however, nothing contained in this paragraph shall be construed to mean that Grantee will protect, defend, hold harmless, and indemnify Grantor, its heirs, legal representatives, successors and assigns from and against any claims of every kind and nature which may arise out of or in connection with or by reason of its own sole gross negligence.

4. In the event Grantee removes its natural gas facilities from the Easement or no longer requires the use of all or any portion of the Easement herein granted, Grantee, upon written notice from Grantor, shall execute a written instrument in recordable form releasing the Easement of such rights herein granted or such part hereof which Grantee no longer requires.

5. Notwithstanding anything hereinabove contained to the contrary, it is expressly understood and agreed by Grantor and Grantee that (i) the Easement Agreement is valid, binding, and enforceable only as it pertains to, and the rights granted herein to Grantee only permit, an underground natural gas facility to service the Homewood Suites and Inverness Village Shopping Center, (ii) Grantor and its successors and assigns and others claiming through Grantor, and Grantor's agents, guests, and invitees, shall be permitted to use the Easement for purposes which are not inconsistent with said natural gas facilities, including, without limitation, a paved parking area or road right of way and/or installation of other utilities. Upon the expiration of the term, or earlier termination of this Easement Agreement, unless otherwise requested by Grantor, Grantee will promptly remove all of its natural gas facilities from the Easement and leave the Easement in substantially the same condition existing as of the date hereof. If the natural gas facilities remain in the Easement at the expiration or earlier termination of this Easement Agreement, the natural gas facilities shall be deemed abandoned and shall become the property of Grantor and Grantor may remove and/or dispose of the natural gas facilities as Grantor deems fit, all at Grantee's cost and expense. Grantee assumes the responsibility for any damage caused during the removal.

6. It is further understood that the Easement as shown in an approximate location on Exhibit "A" is to be utilized by Grantee, is no more than twelve (12) feet wide and is for natural gas facilities in order to service Homewood Suites Hotel and Inverness Village Shopping Center. Upon completion of the installation of the pipeline and equipment, Grantee shall promptly prepare a survey of the Easement location and submit to Grantor in a recordable form. Grantee shall have the right of ingress and egress to said Easement by way of any existing paved roadways, paved areas, or construction roadways across lands owned by Grantor which lie adjacent to said Easement. Grantee shall be responsible for any damage done in using the area outside the Easement for ingress and egress to said Easement. This Easement Agreement is void to extent that portions of the Easement extend into existing public right of ways or onto property not owned by Grantor. No easement is granted by the Grantor across any portions of any property not owned by Grantor.


7. This Agreement is subject to the rights previously granted by Grantor. This Agreement shall be binding upon the parties hereto, their respective heirs, legal representatives, successors, and assigns as the case may be.

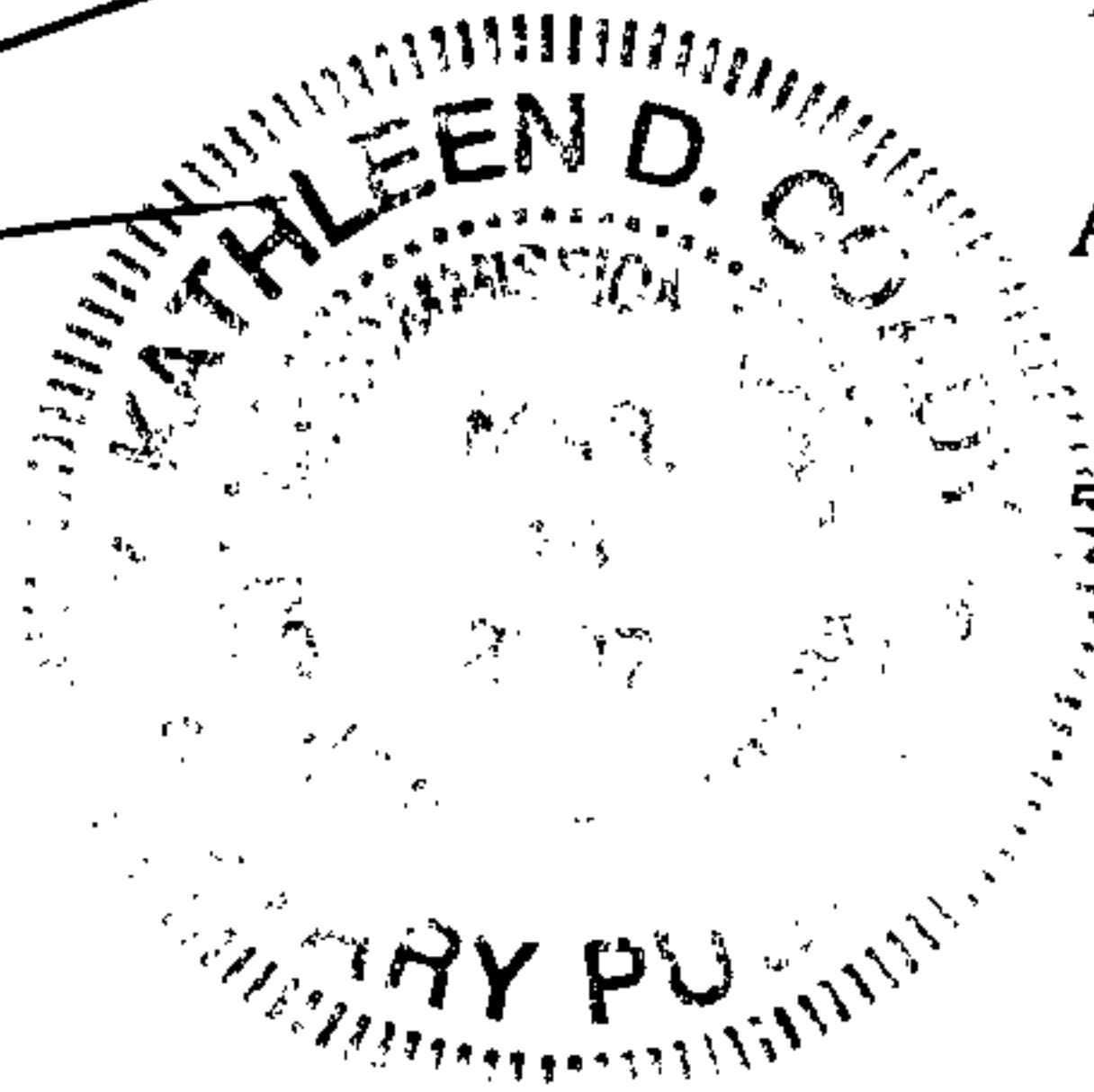
IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the 9 day of June, 2004.

As to METROPOLITAN LIFE
INSURANCE COMPANY:

METROPOLITAN LIFE
INSURANCE COMPANY

Signed, sealed and delivered in the
presence of:


Unofficial Witness
Kathleen D. Cook
Notary Public



By: Victor W. Turner
Title: VICE PRESIDENT

Attest: Kathy Atkinson
Title: ASSISTANT SECRETARY

As to ALABAMA GAS CORPORATION:

ALABAMA GAS CORPORATION

Signed, sealed and delivered in the
presence of:

Unofficial Witness
Risa H. Cook
Notary Public

By: [Signature]
Title: VP TECHNICAL SERVICES

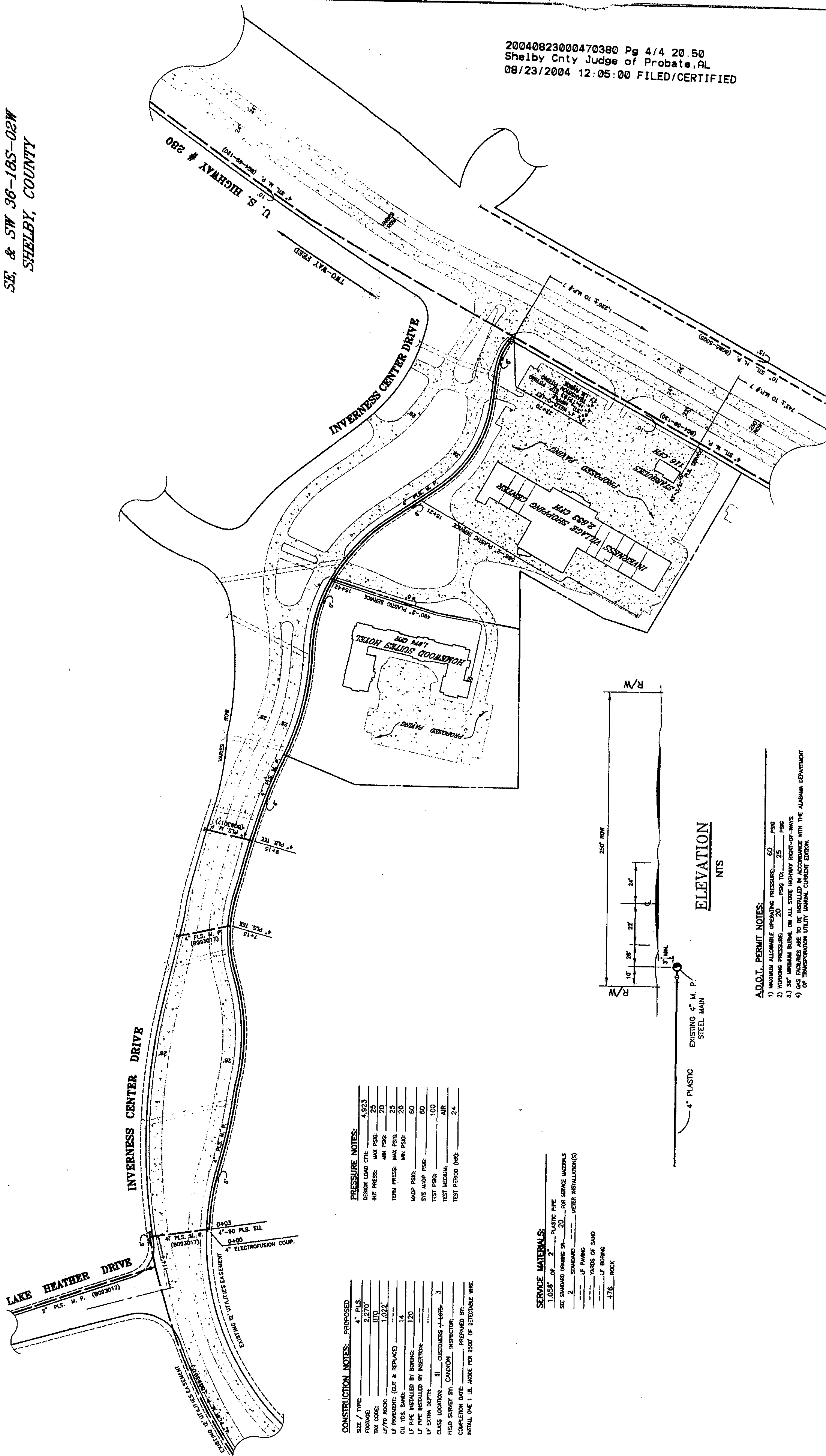
Attest: Charles E. Watts

Title: ROW SPECIALIST



SE, & SW 36-185-02W
SHELBY, COUNTY

20040823000470380 Pg 4/4 20.50
Shelby Cnty Judge of Probate, AL
08/23/2004 12:05:00 FILED/CERTIFIED



CONSTRUCTION NOTES: PROPOSED

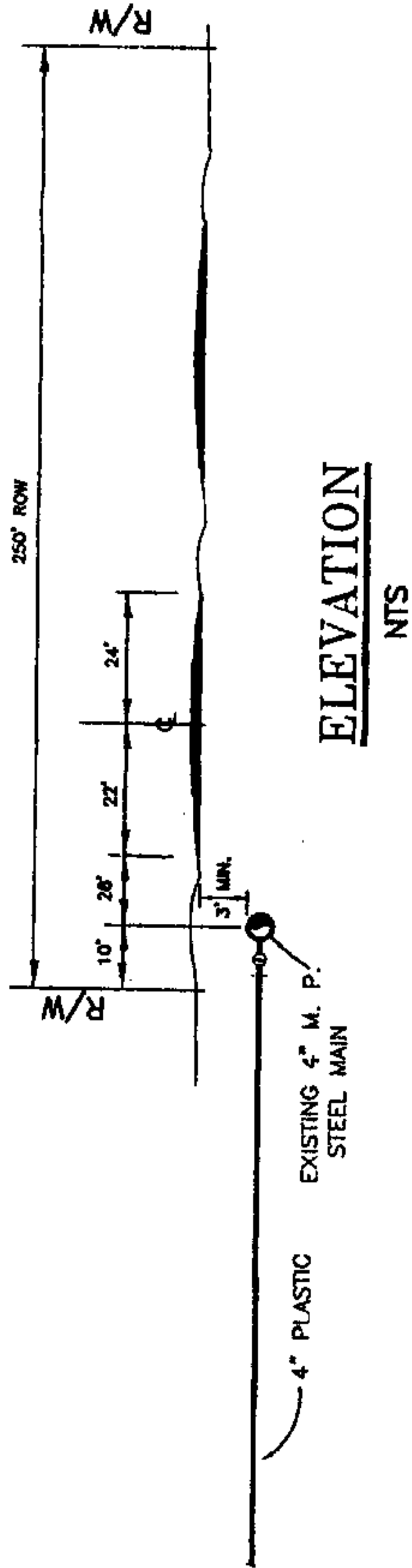
SIZE / TYPE	4" PLS.
FOOTAGE	2,270'
TAX CODE	ETD
LF 770 ROCK	1,022'
LF PAVEMENT: (CUT & REPLACE)	14'
CU YDS. SAND	120
LF PIPE INSTALLED BY BORING	
LF PIPE INSTALLED BY INSERTION	
LF EXTRA DEPTH	
CLASS LOCATION	III CUSTOMERS 4-4000 3
FIELD SURVEY BY: CANNON	INSPECTOR:
COMPLETION DATE:	PREPARED BY:
INSTALL ONE 1 LB. ANODE PER 2500' OF DETECTABLE WIRE.	

PRESSURE NOTES:

DESIGN LOAD CPH	4,923
INIT PRESS: MAX PSIG	25
MIN PSIG	20
TERM PRESS: MAX PSIG	25
MIN PSIG	20
MAOP PSIG	60
SYS MAOP PSIG	100
TEST PSIG	AIR
TEST MEDIUM	AIR
TEST PERIOD (HR)	24

SERVICE MATERIALS:

1.056" OF	2" PLASTIC PIPE
SEE STANDARD DRAWING SR-20	FOR SERVICE MATERIALS
2	STANDARD
	LF PAVING
	YARDS OF SAND
	LF BORING
	475 ROCK



- A.D.O.T. PERMIT NOTES:
- 1) MAXIMUM ALLOWABLE OPERATING PRESSURE: 60 PSIG
 - 2) WORKING PRESSURE: 20 PSIG TO 25 PSIG
 - 3) 36" MINIMUM BURIAL ON ALL STATE HIGHWAY RIGHT-OF-WAYS
 - 4) GAS FACILITIES ARE TO BE INSTALLED IN ACCORDANCE WITH THE ALABAMA DEPARTMENT OF TRANSPORTATION UTILITY MANUAL CURRENT EDITION.