

690

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of Five and no/100 Dollars (\$5.00)
in hand paid to the undersigned heirs of E. U. Rutherford and their spouses
if any (hereinafter at times referred to as "Optionor"

whether one or more) by Alabama Gas Corporation (hereinafter at times referred to
as "Optionee"), the receipt and sufficiency whereof are acknowledged, the said
undersigned

do (does) hereby grant unto the Optionee, its successors and assigns, the option to
purchase an easement in the form attached hereto and made a part hereof, in, over,
upon and under the following described land situated in Jefferson County, Alabama,
which is owned by the undersigned, to-wit:

A 30x30 square in the SW cor. of the SW 1/4 of NW
and the east thirty feet (30')
of the ~~South~~ North east one quarter of
the Northeast one quarter of Section
30 township 19 range 2 W
all in Shelby County Ala. Easement to
go around pond as per attached sketch

The Optionee may exercise this option at any time within 150 days from
the date hereof by giving Optionor written notice of its intention so to do, addressed
to Optionor at Route one (1) Box seventy four (74) Helena, Ala.

Upon
Optionee's posting such notice in the United States mail, said notice shall be con-
sidered as having been effectively given, as required by the terms hereof. After the
option is exercised the Optionee shall have a period of thirty (30) days within which
to examine Optionor's title to the property herein described. In the event Optionee
approves title, the undersigned Optionor agrees to execute and deliver to Optionee
an easement agreement in the form attached hereto and made a part hereof. Upon

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the execution and delivery of said easement agreement, it is understood that the undersigned will be paid the further sum of \$ 700.⁰⁰ in full payment of the purchase price of said easement. ^{which consideration shall be paid to Mrs E.U. Rutherford} The sale shall be closed, the easement agreement executed and delivered, and the consideration therefor paid within said thirty (30) day period. In the event Optionee deems title unmerchantable in Optionor, and so advises Optionor within the thirty (30) days following the exercise of the option, then Optionee shall have a reasonable length of time within which to perfect title. If title is perfected within a reasonable time, the transaction shall thereupon be immediately closed as herein provided, but if Optionee gives Optionor written notice that it cannot perfect title, then this agreement shall thereupon terminate, and neither party shall thereafter be obligated to the other. If the option is not exercised within the time provided herein, then Optionee shall lose all rights hereunder and the undersigned shall retain the sum paid for this option as consideration for the granting of said option.

IN WITNESS WHEREOF, Optionor has (have) hereunto set his (their) hand(s) and seal(s) on this the 2nd day of September 1959.

Mrs E. U. Rutherford (L.S.)

Miss Laura Rutherford (L.S.)

WITNESSES:

Mr. James A. Jones L.S.

Mrs. Maude H. Jones L.S.

Myrtle Rutherford L.S.

C. E. Rutherford

Florence Rutherford

J. E. Rutherford

Mildred Rutherford

STATE OF ALABAMA, SHELBY COUNTY

I, Conrad M. Fowler, Judge of Probate, hereby certify that the within 16 day of September 1959 at 2 o'clock PM M. and was filed for record the 16 day of September 1959 at page 22, and the Mortgage Tax Record has been paid.
and Deed Tax Record has been paid.

Conrad M. Fowler
Judge of Probate

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FILED 16 NOVEMBER 1959