

STATE OF ALABAMA)

COUNTY OF ^{Shelby} 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 ^{Rutherford} Mrs. E. U. Rutherford, Alma ~~and (wife) (husband)~~ ^{Brooker} and husband Rex Brooker (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 Mrs. E. U. Rutherford, Alma ^{Rutherford Brooker and husband Rex Brooker} ~~xxxx~~ 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 ^{Shelby} ~~Jefferson County~~, Alabama, which is owned by the undersigned, to-wit:

A thirty (30) x thirty (30) foot square in the Southwest (SW) corner of the Southwest quarter (SW $\frac{1}{4}$) of the Northwest quarter (NW $\frac{1}{4}$) of Section 29, Township 19, Range 2 West and the east thirty feet (30') of the Northeast one quarter of the Northeast one quarter of Section 30, Township 19, Range 2 West all in Shelby County, Alabama except 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, Alabama Upon Optionee's posting such notice in the United States mail, said notice shall be considered 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

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 10th day of September, 1959.

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

Mrs. Alma Rutherford Brooker (L.S.)
Mrs. Alma Rutherford Brooker

WITNESSES:

Robert E. Egan

Rex Brooker (L.S.)
X R. A. Brooker Jr.
Rex Brooker

COUNTY OF JEFFERSON)

Mrs. E. U. Rutherford, Alma Rutherford Brooker ~~xxx~~ and husband Rex Brooker ~~xxx~~
(his wife)

one) in hand paid by ALABAMA GAS CORPORATION, an Alabama corporation, (hereinafter at times referred to as the "Grantee,") the receipt and sufficiency of which considerations are hereby acknowledged, the said undersigned heirs to E. U. Rutherford

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,

The undersigned warrant that they are all of the lawful heirs of E. U. Rutherford except those heretofore signing such an option.

Situated in Shelby County, Alabama.

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Together with the right of ingress to and egress from said lands, and all the rights and privileges necessary or convenient for the full enjoyment and use of said easement for the purposes above designated, including the license and privilege to use an additional strip of land thirty feet (30') in width immediately adjacent to and running the entire length of the above described easement for the purpose of initially constructing, laying and installing Grantee's pipeline, including the right to remove such trees and other growth which may be necessary or desirable in utilizing the said strip for the purposes for which the license is granted. Grantee agrees that upon completing construction of its pipeline to clean said strip of land of all rubbish and/or debris and to restore as nearly as possible the original grade of the terrain. Such license and privilege to use said additional strip of land shall commence on the date hereof and continue for a period of twelve (12) months or until the said pipeline is completely constructed and installed, whichever occurs first, whereupon it shall terminate.

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 Grantors herein shall have and expressly reserve the right to use and enjoy the premises above described but that such use and enjoyment by the Grantors shall be in such manner as not unreasonably to interfere with the use of said easement or 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 Grantors will place no permanent structures upon the said right-of-way or easement. The Grantors expressly covenant that they are the owners in fee of the real property herein conveyed and have a good right to execute this agreement and to grant said easement or right-of-way.

IN WITNESS WHEREOF, the said Grantor(s) have/has hereunto set their hand(s) and seal(s), on this the 10th day of September, A. D., 1959.

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

X Mrs. Alma Rutherford Brooker (L.S.)
Mrs. Alma Rutherford Brooker

WITNESSES:

X Rex Brooker (L.S.)
Rex Brooker

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, Louie Reese hereby certify that
Mrs. E. U. Rutherford, a widow
Mrs. Alma Rutherford Brooker and husband Rex Brooker

whose name(s) is (are) signed to the foregoing conveyance and who is (are) known to me,
acknowledged before me on this day that, being informed of the contents of the con-
veyance, ~~xxx~~ (they) executed the same voluntarily on the date the same bears date.

Given under my hand this 10th day of September, 1959



NOTARY PUBLIC

My Commission Expires August 2nd, 1961

COUNTY OF JEFFERSON)

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(s) the undersigned heirs of E. U. Rutherford
~~(his wife)~~
~~(her husband)~~ (hereinafter at times referred to as the "Grantors," whether one or more than one) in hand paid by ALABAMA GAS CORPORATION, an Alabama corporation, (hereinafter at times referred to as the "Grantee,") the receipt and sufficiency of which considerations are hereby acknowledged, the said undersigned heirs

~~and~~ do (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 or easement for 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 strip of land, thirty (30) feet wide, as shown on the Alabama Gas Corporation Drawing No. _____ herein below described; together with the right of ingress to and egress from said lands, and all the rights and privileges necessary or convenient for the full enjoyment and use thereof for the purposes above designated. Said properties, on, over, under, and across which the above described strip is situated, are more particularly described as follows:

The undersigned warrant that they are all of the lawful heirs of E. U. Rutherford
and A 30 x 30 foot square in the SW corner of the
the east thirty feet (30') of
North
the Southeast (SE 1/4) quarter of the
Northeast quarter (NE 1/4) of Section
30 Township 19 Range 2 West
Easement to go around pond as per
Sketch attached to option.

Situated in Shelby County, Alabama.

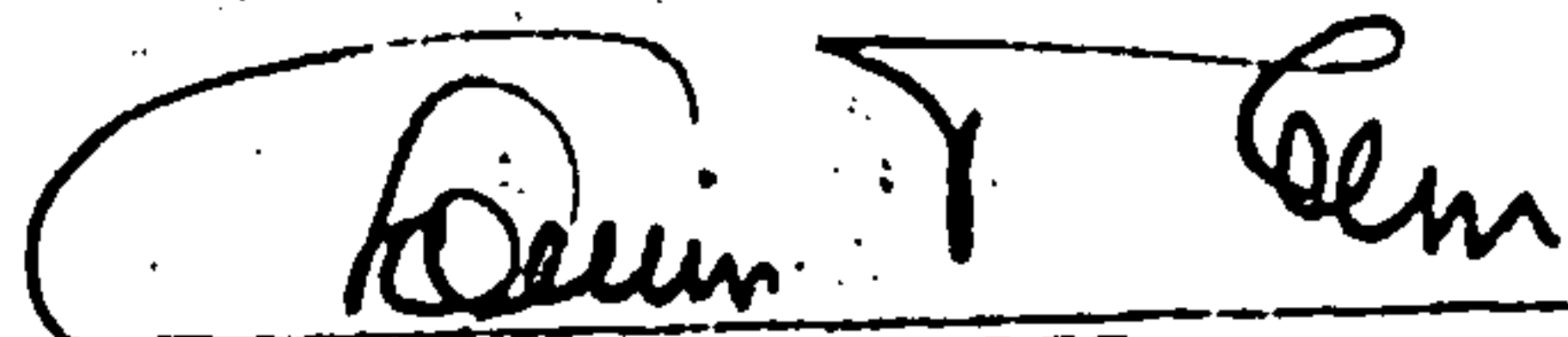
the NW 1/4 of Sec 29, Tp 19, Range 2W.

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STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, Louie Reese hereby certify that Mrs. E. U. Rutherford, a widow, Laura Rutherford, an unmarried woman, James A. Jones and wife, Mattie R. Jones, Myrtle Rutherford, an unmarried woman, Clyde E. Rutherford and wife Florence Rutherford, J. Eugene Rutherford and wife, Mildred Rutherford whose names are signed to the foregoing conveyance and who are made known to me, acknowledged before me on this day that, being informed of the contents of the conveyance they executed the same voluntarily on the date the same bears date.

Given under my hand this 2nd day of September, 1959



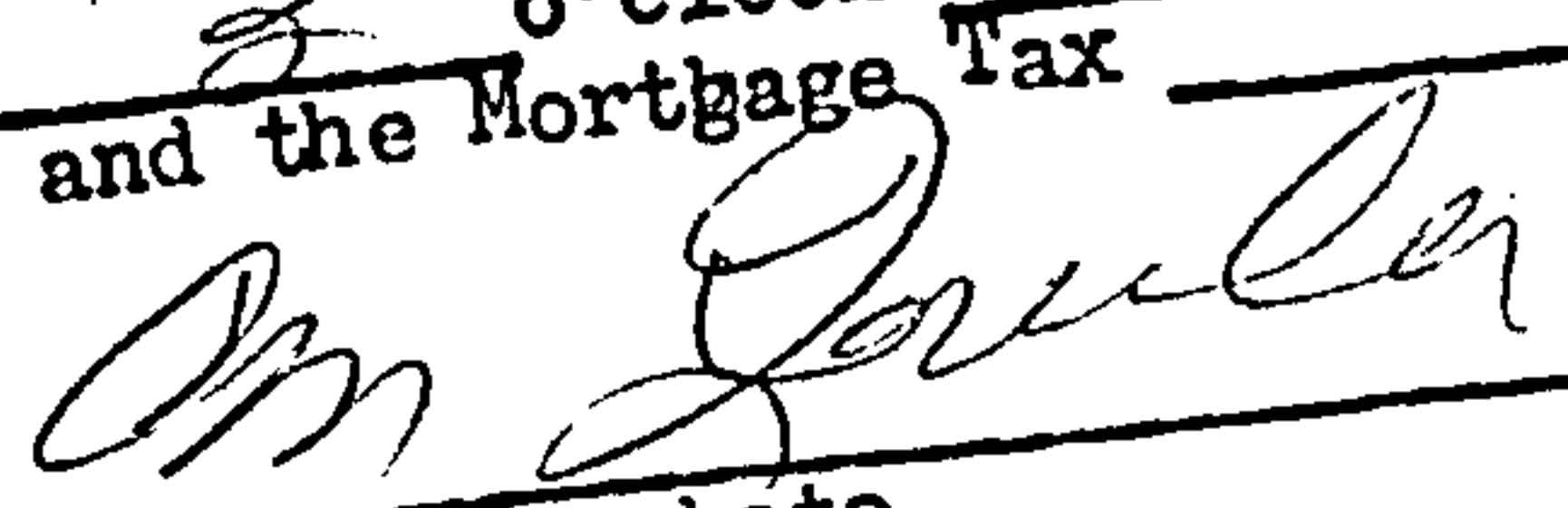
NOTARY PUBLIC

My Commission Expires August 2nd, 1961

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STATE OF ALABAMA, SHELBY COUNTY

I, Conrad M. Fowler, Judge of Probate, hereby certify that the within deed was filed for record the 16 day of Nov 19 59 at 2 o'clock P. M. and recorded in deed Record 206 at page 51, and the Mortgage Tax _____ and Deed Tax _____ has been paid.


Judge of Probate