

1094

## TEMPORARY EASEMENT

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 Grantors Audra Hartsfield, John S. Hartsfield, James B. Hartsfield, Betty H. Carter, Wylodene H. Davis, Kathryn Hartsfield and Philip Hartsfield (hereinafter at times referred to as the "Grantors", whether one or more than one) in hand paid by ALABAMA GAS CORPORATION, an Alabama corporation, the receipt and sufficiency of which considerations are hereby acknowledged; the said Grantors do 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 the relocating one or more of its pipe or pipe lines, mains, conduits, and appliances and appurtenances thereto; over, under, upon, and across a strip of land thirty (30) feet wide, as shown on the Sain-South Engineering Drawing No. E-1 attached hereto and made a part hereof, which said strip is a part of the lands of the Grantors 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 designated. Said properties, on, over, under, and across which the above described strip is situated, are more particularly described as follows:

041-878

*Lamar Eads*

A 30 feet wide temporary construction easement, situated in Sections 14 and 23, Township 20 South, Range 1 West, Shelby County, Alabama; said easement lying adjacent and parallel to the Easterly edge of a 10 feet wide permanent gas easement to Alabama Gas Corporation, said temporary easement also being parallel to the Easterly right-of-way margin of Shelby County Road Number 47, said 30 feet wide temporary easement lying 15 feet on either side of a centerline described as follows:

BOOK 041 PAGE 879

Commence at the Northwest corner of Section 23, Township 20 South, Range 1 West; thence East along the North section line of said section, 1,625.25 feet to a point; said point being on the centerline of the 80 feet wide right-of-way of County Road Number 47; thence with a deflection of  $99^{\circ}57'36''$  right, along the centerline of said County Road right-of-way 952.30 feet to a point at the centerline of Yellow Leaf Creek; thence with a deflection of  $110^{\circ}01'07''$  left, and leaving said centerline of County Road Number 47 right-of-way, proceed along the centerline of said Yellow Leaf Creek 69.18 feet to the POINT OF BEGINNING of said centerline of 30 feet wide temporary construction easement, said point also being the centerline of Yellow Leaf Creek; thence with a deflection of  $69^{\circ}58'53''$  left and leaving said centerline of Yellow Leaf Creek 1,138.86 feet to the beginning of a curve to the left, said curve having a central angle of  $19^{\circ}33'14''$ , a radius of 1,019.93 feet, a length of 348.08 feet and a chord of 346.40 feet; thence along the arc of said curve 348.08 feet to the southern edge of an unpaved county road and the end of said temporary construction easement.

TO HAVE AND TO HOLD the said right-of-way and easement 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 during the construction of the pipeline. This temporary construction easement shall expire ninety (90) days after the main is put in service and all construction on the main is complete. 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 Grantors have hereunto set their hands and seals, on this the 19th day of Sept., 1985.

Audra Hartsfield  
AUDRA HARTSFIELD

John S. Hartsfield  
WITNESS

WITNESS

Mildred C. Hartsfield  
WITNESS

L. Lamar Eads  
WITNESS

Ramona B. Hartsfield  
WITNESS

WITNESS

John S. Hartsfield  
JOHN S. HARTSFIELD

James B. Hartsfield  
JAMES B. HARTSFIELD

BOOK 041 PAGE 880

Betty H. Carter  
BETTY H. CARTER

J. B. Carter  
WITNESS

\_\_\_\_\_  
WITNESS

Wylovene H. Davis  
WYLODENE H. DAVIS

Erin Davis  
WITNESS

John S. Hartsfield  
WITNESS

Kathryn Hartsfield  
KATHRYN HARTSFIELD

\_\_\_\_\_  
WITNESS

John S. Hartsfield  
WITNESS

Philip Hartsfield  
PHILIP HARTSFIELD

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WITNESS

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WITNESS

BOOK 041 PAGE 381

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

1985 SEP 19 PM 1:36

Thomas W. Henderson Jr.  
JUDGE OF PROBATE

Deed TAX  
Dec 10  
Jud 6.00  
16.50