



December 9, 1985

Mr. Ed Benson
P.O. Box 96
Shelby, Alabama 35143

Re: Gas Main Easement at County Road #47
and County Road #42, Shelby, Alabama

Dear Mr. Benson:

This correspondence is being sent to advise you that Alabama Gas Corporation hereby exercises its option to acquire a 10' easement as referenced across your property.

We are doing this in accordance with paragraph two of the Option between Ed Benson and Alabama Gas Corporation dated October 10, 1985, a copy of which is attached hereto for your reference.

We look forward to finalizing this matter at your earliest convenience.

Sincerely,

ALABAMA GAS CORPORATION

Barney E. Champion Jr.
Barney E. Champion Jr.
Vice President -
Construction & Gas Supply

LLE:ls

Attachment

cc: Mr. Roger Putnam
Mr. Ralph McCoy

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 Velma Benson and
Ed Benson

(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

Velma Benson and Ed Benson

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 a strip of land 10' feet wide situated in ^{Shelby} ~~Jefferson~~ County, Alabama,
which is owned by the undersigned, and shown in red on Alabama Gas Corporation
Drawing No. — attached hereto and made a part hereof.

The Optionee may exercise this option at any time within 60 days from
the date hereof by giving Optionor written notice of its intention so to do, addressed
to Optionor at P.O. Box 96 Shelby Ala. 35143. 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 exer-
cised 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

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agreement, It is understood that the undersigned will be paid the further sum of \$ 20 in full payment of the purchase price of said easement. 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 Oct, 1985.

WITNESSES:

_____	<u>Edgar</u> (L.S.)
_____	(L.S.)
_____	(L.S.)
STATE OF ALA. SHELBY CO.	Rec. 750
I CERTIFY THIS	Ind. 100
INSTRUMENT WAS FILED	850
1985 DEC 11 PM 1:00	(L.S.)
<u>Thomas A. [Signature]</u>	(L.S.)
JUDGE OF PROBATE	(L.S.)
_____	(L.S.)
_____	(L.S.)

Note:

All paved surfaces in front of Crossroads Grocery and Shelby Post to be resurfaced with 1 1/2" conc R.P. & Asphalt paws.
All grassed areas to be smoothed and resealed to conform to original surface.

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