

## STATE OF ALABAMA SHELBY COUNTY

20110425000124680 1/2 \$15.50 Shelby Cnty Judge of Probate, AL 04/25/2011 10:11:49 AM FILED/CERT

## **EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of one dollar and other good and valuable considerations unto the undersigned Grantor, S.N.O., INC., a corporation, property owners (hereinafter at times referred to as the "Grantor") in hand paid by ALABAMA GAS CORPORATION, an Alabama corporation, the receipt and sufficiency of which considerations are hereby acknowledged, and the said Grantor 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 and easement for any one or more or 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 proposed 10 feet wide ALABAMA GAS CORPORATION easement situated in Section 26, Township 19 South, Range 1 West, Shelby County, Alabama, said easement being more particularly described as follows and shown on attached sketch.

A ten foot wide Alabama Gas Corporation easement, being a part of Lot 2-DD as shown on "Resurvey Of Lot 2-C and Lot 2-D of Alabama Telco Credit Union Addition To Chelsea" as recorded in Map Book 42, Page 53, in the Office of the Judge of Probate Shelby County Alabama, said easement lying adjacent to the West and South line of said Lot 2-DD, and being more particularly described as follows;

Commence at the Northwest corner of said Lot 2-DD, thence proceed Southwesterly along said West line of Lot 2-DD and the West margin of said 10 foot wide easement, 335.63 feet to the Southwest corner of Lot 2-DD. Thence proceed Easterly along the South line of said Lot 2-DD and the Southern margin of said 10 foot wide easement, 220.00 feet to the west line of Lot 2-CC and the end of said ten foot wide easement.

Together with the right of ingress to and egress from said strip of land adjacent lands of the Grantor and all the rights and privileges necessary or convenient for the full enjoyment and use of said right-of-way and easement for the purposes above designated.

TO HAVE AND TO HOLD the said right-of-way and easement perpetually unto the said ALABAMA GAS CORPORATION, and its successors, assigns and lessees, provided, however, that the Grantor herein expressly reserves for itself and its successors and assigns the right to use and enjoy the premises above described in so far as such use and enjoyment by the Grantor, its successors and assigns shall not unreasonably interfere with the use of said easement and right-of-way by the said ALABAMA GAS CORPORATION, its successors, assigns and the lessees under the grant herein set forth, and provided further that the Grantor and its successors, assigns will place no permanent structures upon the said right-of-way and easement. The Grantor expressly covenants that

it is the owner in fee of the real property herein conveyed and has a good right to execute this agreement and to grant said easement and right-of-way.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed for and in its corporate name and behalf and its corporate seal hereunto to be affixed and attested all by its proper officials who are thereunto duly authorized, on this the 22nd day of April, 2011

By: Aut Imm

Its: <u>President</u>

**GRANTOR** 

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## STATE OF ALABAMA

## SHELBY COUNTY

Given under my hand this 22 day of 472, / , 2011

Notary Public

My Commission expires \_\_\_\_\_ My Commission Expires 8-1-2012

Shelby County, AL 04/25/2011 State of Alabama Deed Tax: \$.50