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ESMTAROW 1/5

EASEMENT

Shelby County, Alabama

June 16, 2021

For and in consideration of the sum of ONE AND NO/100 Dollars (\$1.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged.

**OAK MOUNTAIN PRESBYTERIAN CHURCH, an Alabama nonprofit corporation
(Grantor)**

5080 Cahaba Valley Trce
Birmingham, AL 35242

does hereby grant unto

SPIRE ALABAMA INC. (Grantee)

2101 Sixth Avenue North
Birmingham, AL 35203

owners of a tract of land described as follows: Part of Section 13, Township 19 South, Range 2 West and further described in Instrument #20071121000533310 in probate office of Shelby County, Alabama Records, its successors, assigns, lessees and tenants forever, the right and easement to construct, operate and maintain a gas distribution system consisting of mains, piping, valves, service connections, appurtenances and above ground structures along with the right to construct, maintain, alter, inspect, repair, replace, protect, relocate, change the size of, operate and remove a cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein, in, under and across the following part of the aforesaid land, namely:

A varied width strip of land in the above parcel as shown on Exhibit "A" and described on Exhibit "B", together with the rights to use additional space adjacent to the above described easement as may be required during construction and the right of ingress to and egress from the above described land and contiguous land owned by **Grantor**. In exercising its rights of access **Grantee** shall whenever practical, use existing roads or lanes.

Grantee, its successors and assigns, will have the right to use and control a line or lines of natural gas pipe for the circulation and distribution of natural gas for public or private use through the above described property for all proper purposes connected with the installation, use, maintenance, and replacement of the line(s) of natural gas pipe, and with the attachment thereto of the service lines of its customers.

Furthermore, **Grantee**, its successors and assigns, will have the right to use and control a cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein through the above described property for all proper purposes connected with the installation, use, maintenance, and replacement of the cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein. **Grantee** has the right and privilege of removing at any time, any or all the cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances to produce cathodic protection currents therein without surrendering its easement rights stated herein. **Grantee** has the right and privilege of removing at any time, any or all the line of natural gas improvements without surrendering its easement rights stated herein. If the natural gas pipe to which the service line connection(s) of the undersigned is abandoned, the service line (s) and the connection(s) may be relocated to another natural gas pipe as directed by **Grantee**.

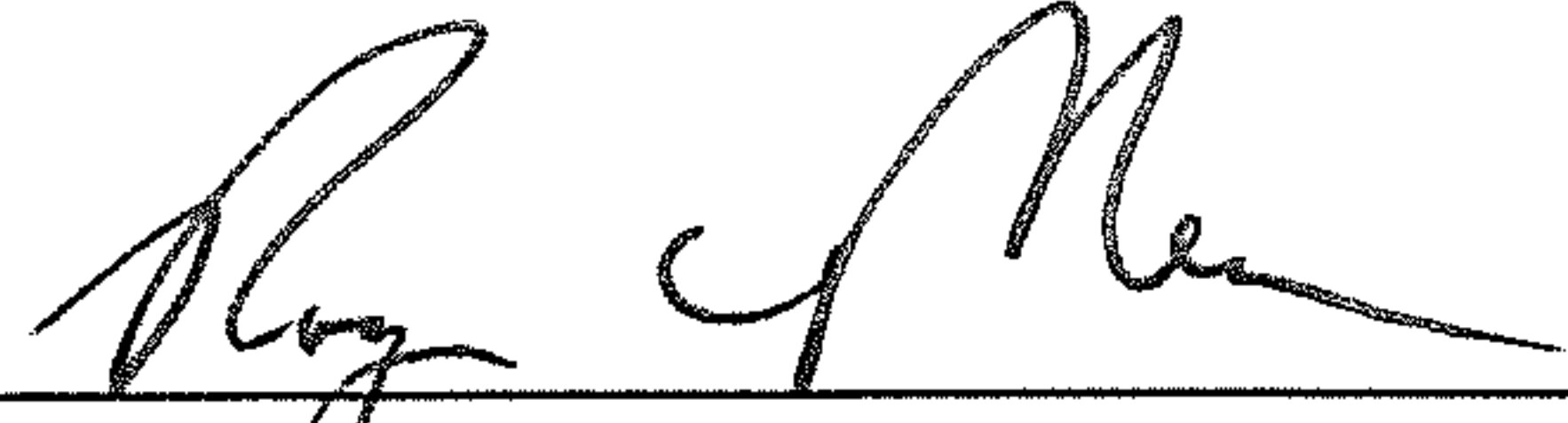
Grantors shall have the right to use and enjoy the above described lands, except as to the rights herein conveyed. **Grantor** agrees not to obstruct or interfere with the normal use or maintenance of such pipe line or lines and any connections to the same along with cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances to produce cathodic protection currents therein. The undersigned also agrees not to erect or cause to be erected any building or structure on said easement and not place fill in excess of five (5) feet on pipeline(s) or cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein, or remove overburden (cover) such that pipeline or cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein, does not have at least three (3) feet of remaining cover. **Grantee** shall also have the right to clear and keep clear brush, trees, shrubbery, roots and other obstructions which, in **Grantee's** judgment, may interfere with the safe, proper and expeditious laying, construction, maintenance, alteration, inspection, repair, replacement, protection, relocation, operation and removal of said pipe line(s), lines and facilities, cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein or any part thereof, within or upon the above described land.

Grantor further reserves the right to make other improvements it desires on, over, in or near the Easement Area and should **Grantor's** improvements plan so require, **Grantee** will remove its gas distribution system components, cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein, from the referenced Easement Area; provided however, that **Grantor** agrees to provide to **Grantee** written notice no less than 120 days before commencing work in connection with any such improvements. In connection with any such improvement, **Grantor** agrees to provide detailed information regarding such improvements to **Grantee** and to cooperate with **Grantee** to identify an alternate Easement Area owned or controlled by **Grantor** and agreeable to both parties with respect to which **Grantee** would be accorded rights substantially similar to those contemplated herein. In any such instance, the cost of removing and relocating the gas distribution system components, cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances to produce cathodic protection currents therein, shall be paid by the **Grantor** if the removal and relocation is made necessary by the actions of **Grantor**.


Grantor warrants and will defend the title to said easement during its existence with the **Grantee** for its use and benefit against all parties whatsoever.

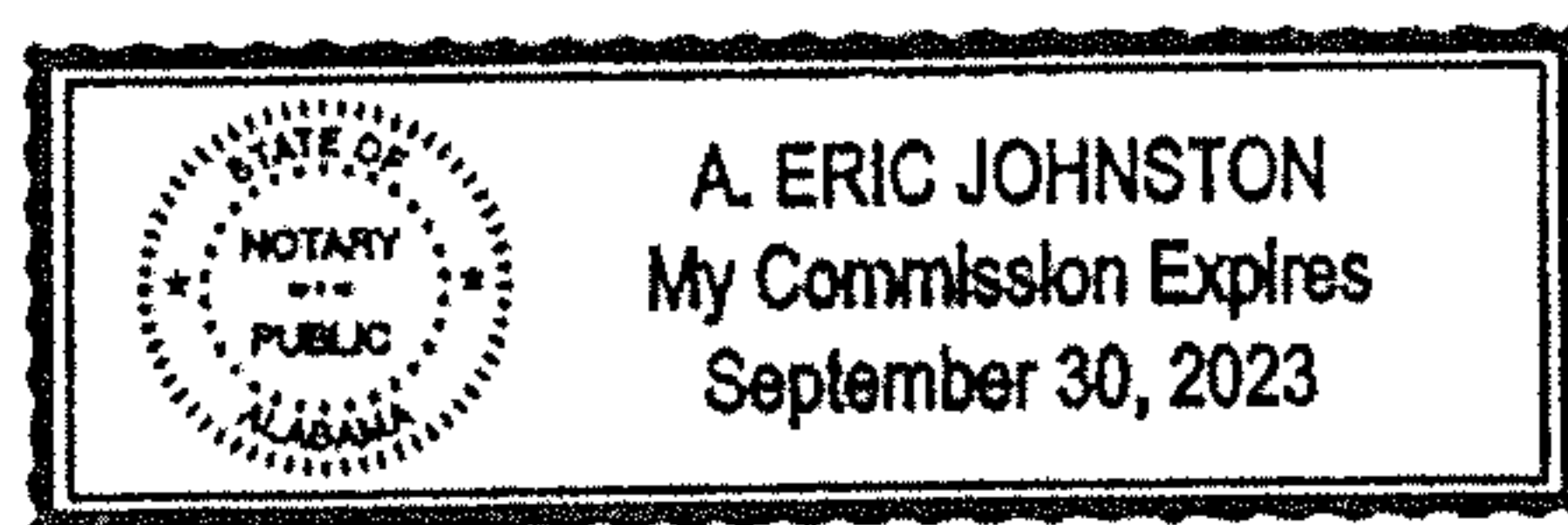
Grantee accepts this easement with the understanding and on the condition, that whenever it shall make any excavations in the above-described property the **Grantee** will properly backfill all excavations and shall restore the ground as nearly as practicable to its former condition.

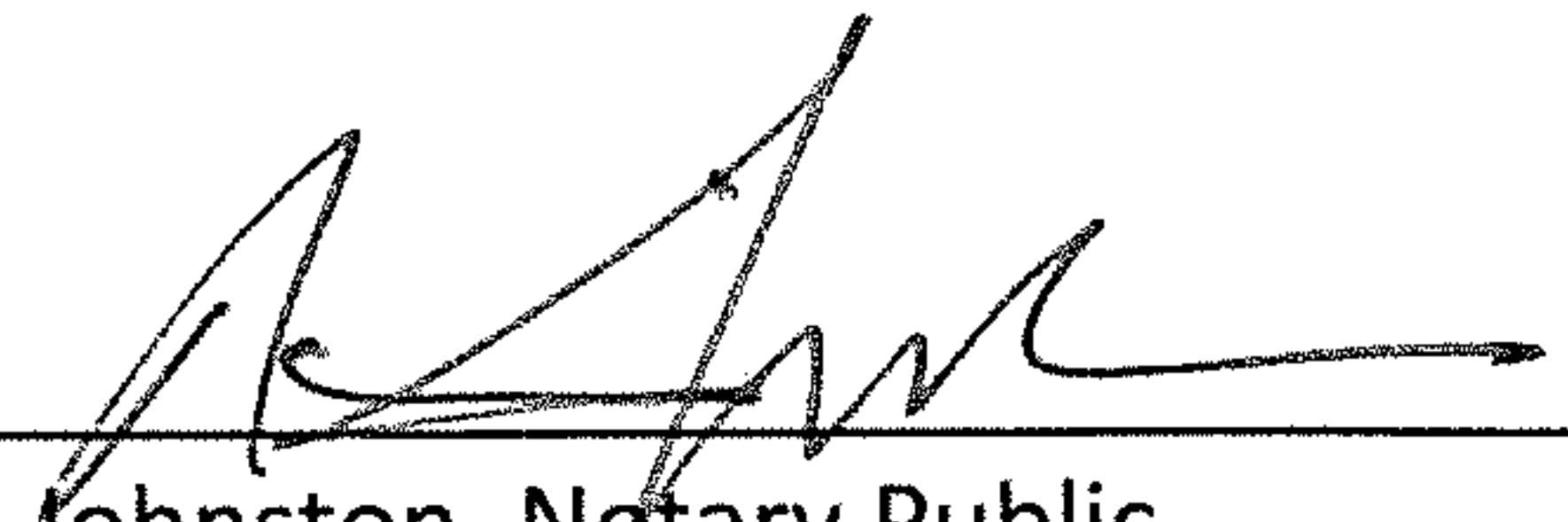
IN WITNESS WHEREOF, said OAK MOUNTAIN PRESBYTERIAN CHURCH has caused these presents to be signed by its President the day and year first above written.

Name: 
Printed Name: Roger C. Means
Title: President

STATE OF ALABAMA)
COUNTY OF SHELBY)

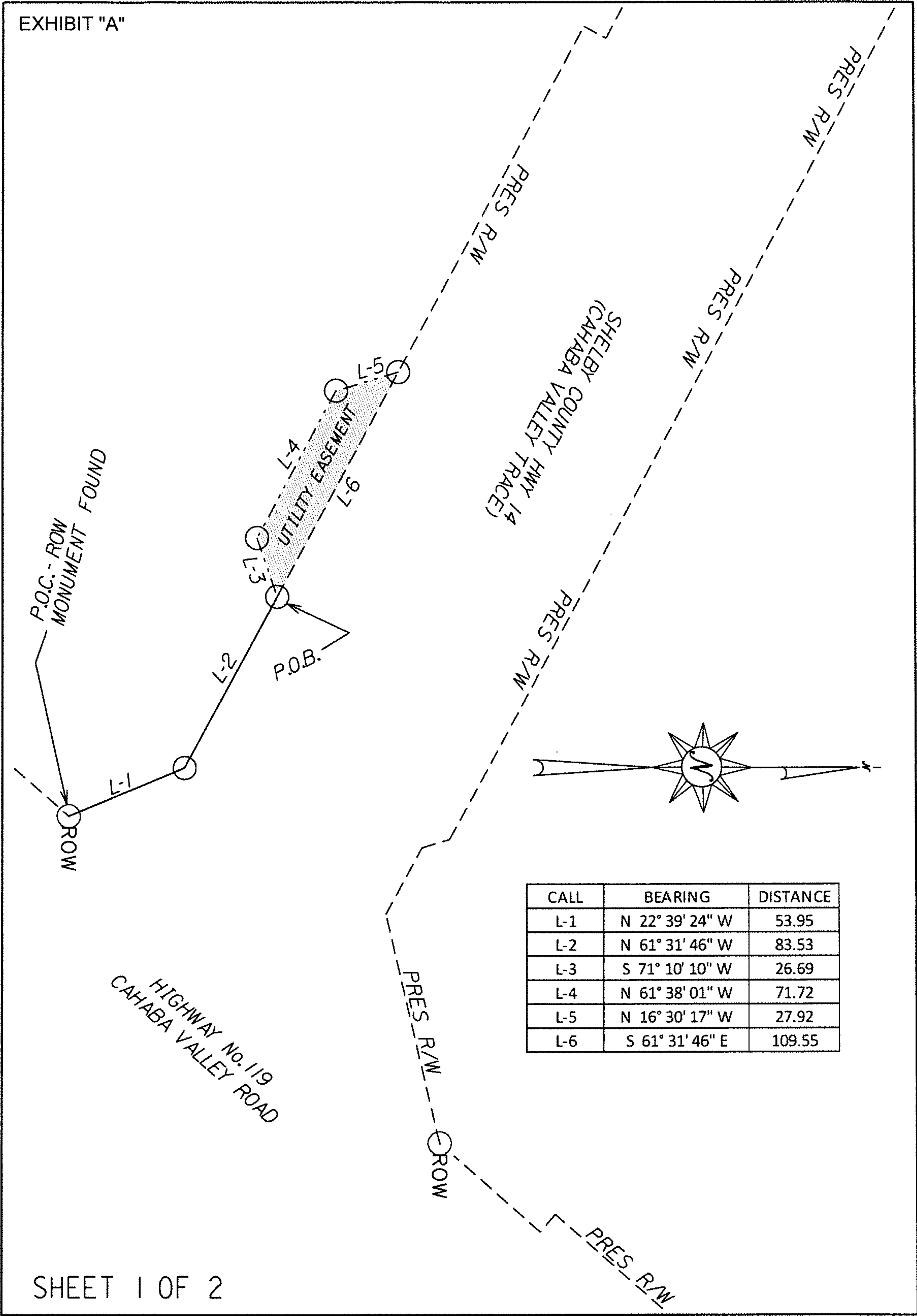
On the 16  day of June, 2021, before me, A. Eric Johnston, a Notary Public in and for said state, appeared Roger C. Means, who being by my duly sworn, did say that he is President of OAK MOUNTAIN PRESBYTERIAN CHURCH and that said instrument was signed in behalf of said corporation by authority of its Board of Trustees and the said Roger C. Means acknowledged said instrument to be the free act and deed of said OAK MOUNTAIN PRESBYTERIAN CHURCH.




A. Eric Johnston, Notary Public
My Commission Expires: 09-30-2023

Source of Title: Instrument #20071121000533310

This instrument was prepared by: Mr. Castor Armesto
700 Market Street, 6th Floor
St. Louis, MO 63101



UTILITY EASEMENT - SPIRE ENERGY
OWNER: OAK MOUNTAIN
PRESBYTERIAN CHURCH
ESMT AREA: 0.04 ACRES

PROJECT. NO.: 19-0342
COUNTY: SHELBY
SCALE: 1:50
DATE: 05-11-21
REVISED:

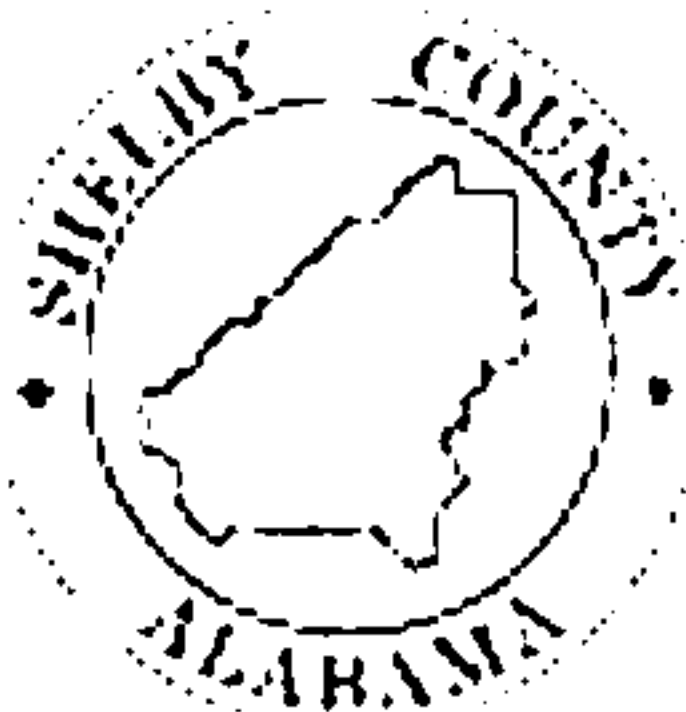
EXHIBIT "B"

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UTILITY EASEMENT – SPIRE ENERGY:

COMMENCE at a Right-of-Way Monument Found at the point of intersection of the Northwesterly Right-of-Way of Alabama Highway 119 (Cahaba Valley Road) and the Southwesterly Right-of-Way of Shelby County Highway 14 (Cahaba Valley Trace); said point also being a corner of that property conveyed to Oak Mountain Presbyterian Church by Statutory Warranty Deed recorded in Instrument #20071121000533310 in the Probate office of Shelby County, Alabama; thence N 22° 39' 24" W along the Southwesterly Right-of-Way of Shelby County Highway 14 (Cahaba Valley Trace) for a distance of 53.95 feet to a point; thence N 61° 31' 46" W along the Southwesterly Right-of-Way of Shelby County Highway 14 (Cahaba Valley Trace) for a distance of 83.53 feet to the **POINT OF BEGINNING** of the following described Utility Easement; thence leaving the Southwesterly Right-of-Way of Shelby County Highway 14 (Cahaba Valley Trace) run S 71° 10' 10" W for a distance of 26.69 feet to a point; thence N 61° 38' 01" W for a distance of 71.72 feet to a point; thence N 16° 30' 17" W for a distance of 27.92 feet to a point on the Southwesterly Right-of-Way of Shelby County Highway 14 (Cahaba Valley Trace); thence S 61° 31' 46" E along the Southwesterly Right-of-Way of Shelby County Highway 14 (Cahaba Valley Trace) for a distance of 109.55 feet to the **POINT OF BEGINNING**; said parcel containing 0.04 acres more or less.

Said easement being depicted as UTILITY EASEMENT – SPIRE ENERGY on the attached tract sketch.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
06/17/2021 04:23:12 PM
\$35.00 MISTI
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Allen S. Bayl

SHEET 2 OF 2

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PRESBYTERIAN CHURCH
ESMT AREA: 0.04 ACRES

PROJECT. NO.: 19-0342
COUNTY: SHELBY
SCALE: 1:50
DATE: 05-11-21
REVISED: