

EASEMENT

Shelby County, Alabama

January 23, 2017

City of Alabaster ("**GRANTORS**"), whose address is: ,1953 Municipal Way Alabaster, AL 35007 owners of a tract of land described as follows: and as described A 10 foot wide utility easement, being situated in the SE quarter of the NE quarter of Section 10, and the SW quarter of the NW quarter of Section 11, Township 21 South, Range 3 West, Shelby County Alabama recorded in Commence at an Iron Pin marking the SE corner of Lot 1, Cambridge Pointe First Sector as recorded in Map Book 17, Page 59 in the Office of the Judge of Probate, Shelby County Alabama, said point being the POINT OF BEGINNING of said 10 feet wide easement, thence proceed N 88°58'45" E, along the Northerly existing right of way margin of Shelby County Highway 264 for 88.80 feet to a point described in ALDOT project plans #ACBRAA59499-ATRP(006) as being a point on the present existing right of way, 33.0 feet left of centerline of new construction station 13+25; thence proceed N 89°01'51" E along the Northerly existing right of way margin of Shelby County Highway 264 for 275.00 to a point described in ALDOT project plans #ACBRAA59499-ATRP(006) as being a point on the present existing right of way, 33.0 feet left of centerline of new construction station 16+00; thence proceed N 00°58'09" W, leaving said existing right of way margin of Shelby County Highway 264, for 10.00 feet to a point; thence proceed S 89°01'51" W, 10 feet North of, and parallel to, the Northerly existing right of way margin of Shelby County Highway 264 for 275.00 feet to a point; thence proceed S 88°58'45" W, 10 feet North of, and parallel to, the Northerly existing right of way margin of Shelby County Highway 264 for 88.50 feet to point on the Easterly line of said Lot 1, Cambridge Pointe First Sector; thence proceed S 00°42'00" W, along said Easterly lot line for 10.00 feet to the POINT OF BEGINNING of said 10 feet wide easement of the Shelby County, Alabama Records 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, does hereby grant unto ALABAMA GAS CORPORATION an Alabama corporation ("**GRANTEE**"), whose address is: Birmingham, AL 35246, 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 10' foot wide strip of land in the above parcel as shown on proposed 10' easement Warrior Park, City of Alabaster, 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 underground 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.

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 for the production of 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 for the production of cathodic protection currents therein, shall be paid by the **Grantee** in portion to the removal and relocation made necessary solely by **Grantor's** actions accomplishing an improvement for a public use.

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 City of Alabaster has caused these presents to be signed the Mayor of Alabaster the day and year first above written.

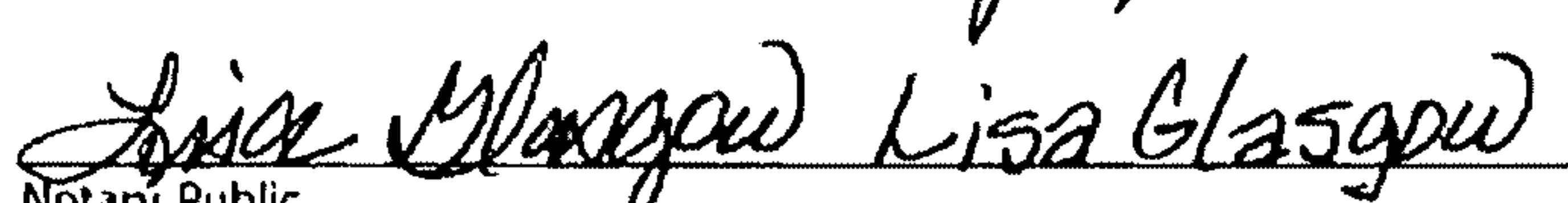
City of Alabaster

 Marty B. Handlon, Its Mayor

Attest:

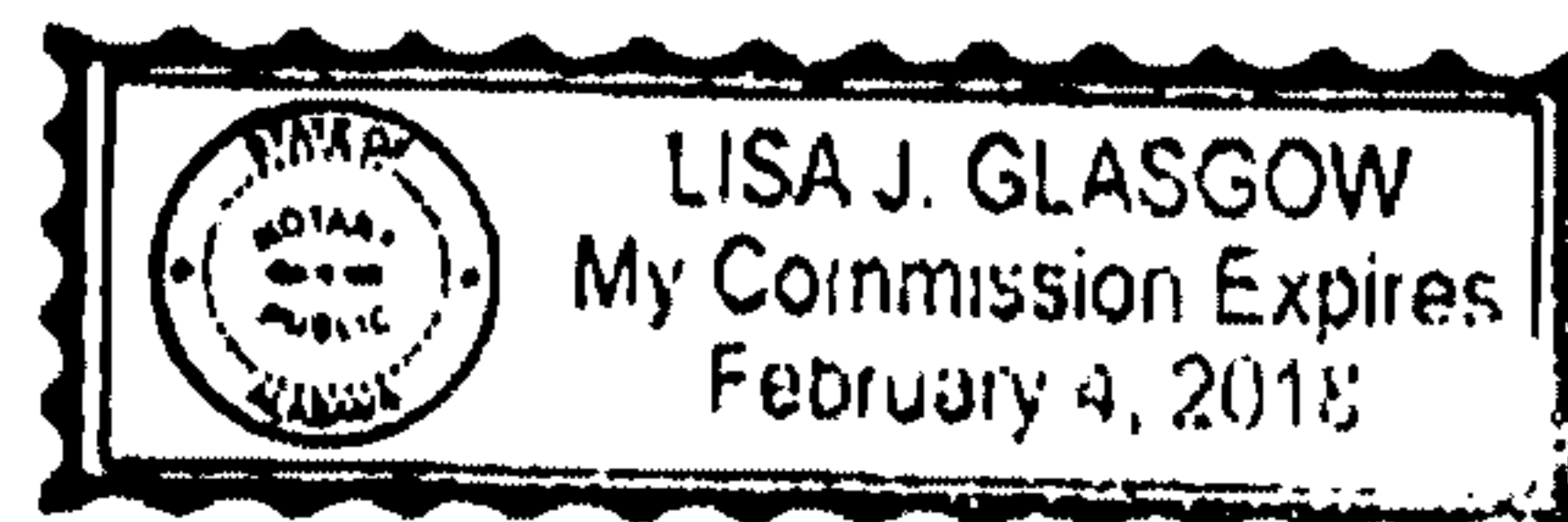
 Brian Binzer, City Manager/Clerk

STATE OF Alabama)
) ss.
 COUNTY OF Shelby)

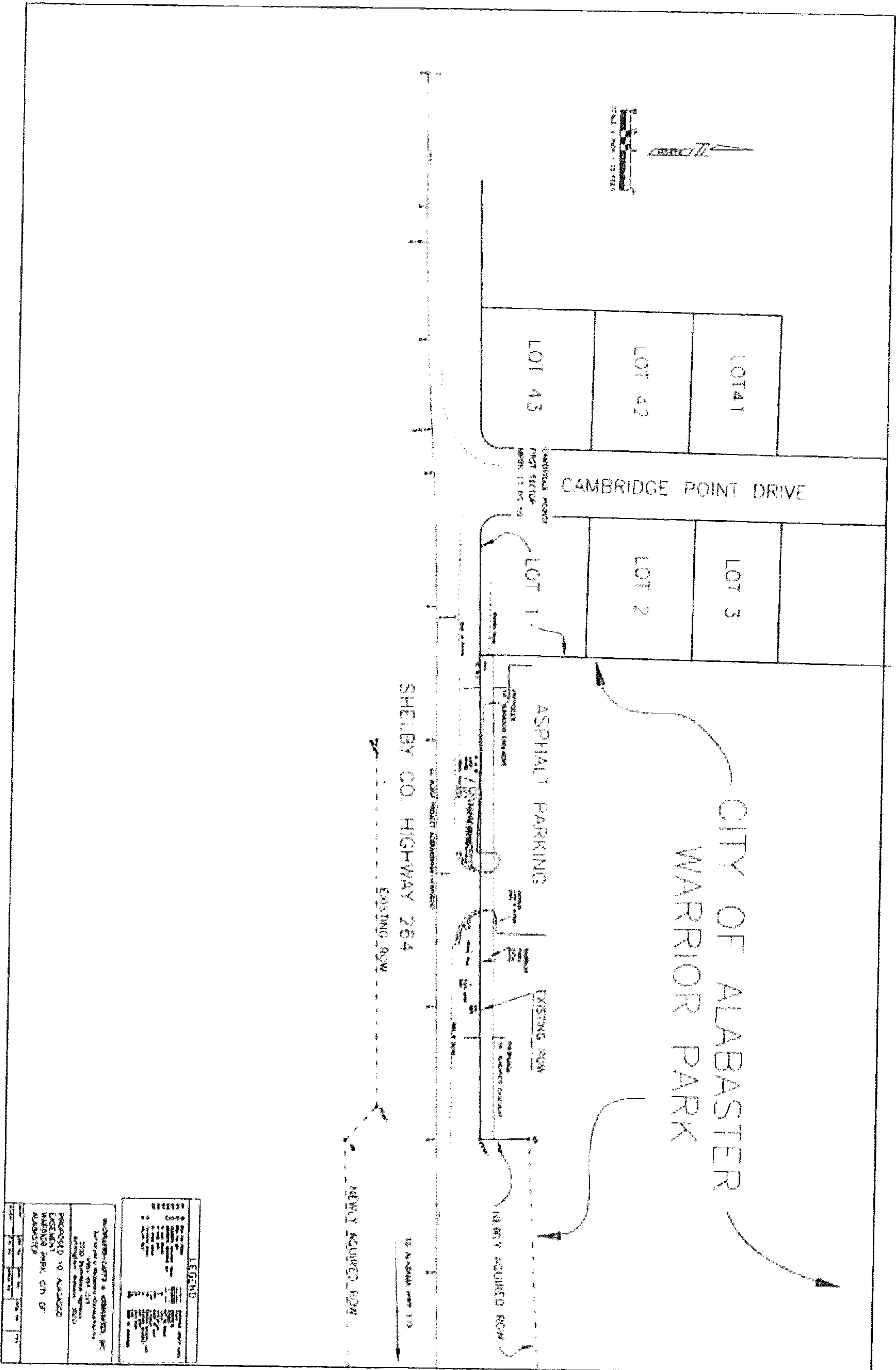
On the 23rd day of January, 2017 before me, Lisa Glasgow, a notary public in and for said state, appeared Marty B. Handlon, who being by me duly sworn, did say that she is the Mayor of City of Alabaster, Alabama, a municipal corporation, and that said instrument was signed in behalf of said corporation by authority of its City Council by Resolution 012317-A adopted on the 23rd day of January, 2017, and the said Mayor acknowledged said instrument to be the free act and deed of said City of Alabaster, Alabama.

My Commission expires February 4, 2018

 Notary Public

SEAL



This instrument was prepared by: Mr. David P. Abernathy
 700 Market Street, 6th Floor
 St. Louis, MO 63101





Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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