

**EASEMENT**

Shelby County, Alabama

August 23, 2023

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.

**JOWERS JUNCTION, L. L. C., an Alabama Limited Liability Company, (Grantor)**

3505 Highway 11  
Pelham, AL 35124

does hereby grant unto

**SPIRE ALABAMA INC. (Grantee)**

605 Richard Arrington Jr. Blvd N  
Birmingham, AL 35203

owners of a tract of land described as follows: Part of Section 19, Township 20 South, Range 2 West as described in Instrument 20071221000575280 of the 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 variable width easement located on a parcel of land in the above parcel as shown on "Exhibit A" 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 pipeline 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 **Grantee** only for first removal and relocation; provided, that the cost of all such future removals and relocations thereafter shall be the sole responsibility of the **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 JOWERS JUNCTION, L.L.C., has caused these presents to be signed by its PARTNER the day and year first above written.

Name: Jesse E. Jowers, Sr.

Printed Name: Jesse E. Jowers, Sr.

Title: Partner

STATE OF Alabama )  
COUNTY OF Shelby ) ss.

On the 23rd day of August, 2023, before me,  
(insert Notary's name) Megan Breazeale, a notary public in and for  
said state, appeared Jesse E. Jowers, Sr., who being by me duly sworn, did say that  
he is Partner of JOWERS JUNCTION, L.L.C., and that said  
instrument was signed in behalf of said limited liability company and acknowledged said instrument to be  
the free act and deed of said JOWERS JUNCTION., LLC.

My Commission expires \_\_\_\_\_ MY COMMISSION EXPIRES AUGUST 3, 2025

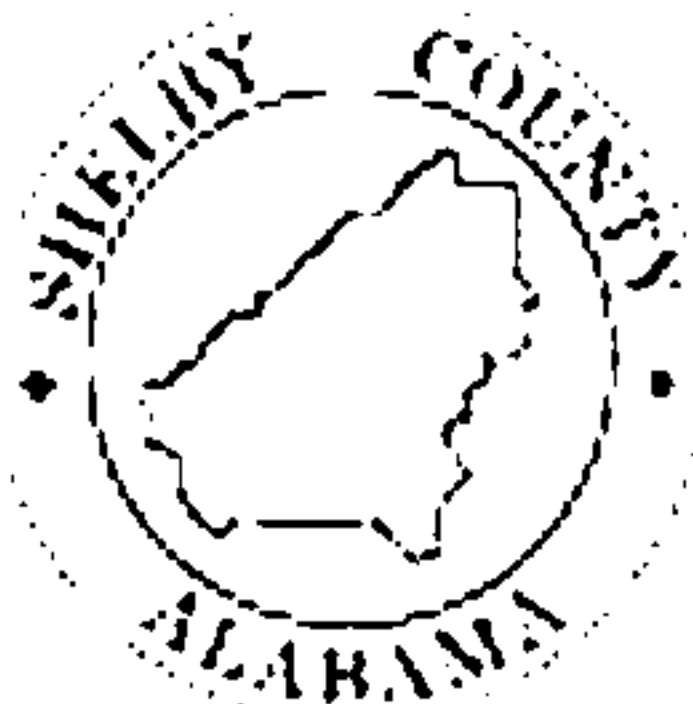
Megan Breazeale  
Notary Public

Megan Breazeale  
Printed Name

Source of Title: Instrument 20071221000575280

This instrument was prepared by: Mr. Matt Aplington  
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  
09/12/2023 09:44:50 AM  
\$32.00 JOANN  
20230912000274470

Allen S. Bayl

STATE OF ALABAMA  
SHELBY COUNTY

A variable width permanent Spire Utility easement, located on a parcel of land in the Northeast 1/4 of the Southeast 1/4 of Section 15, Township 20 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

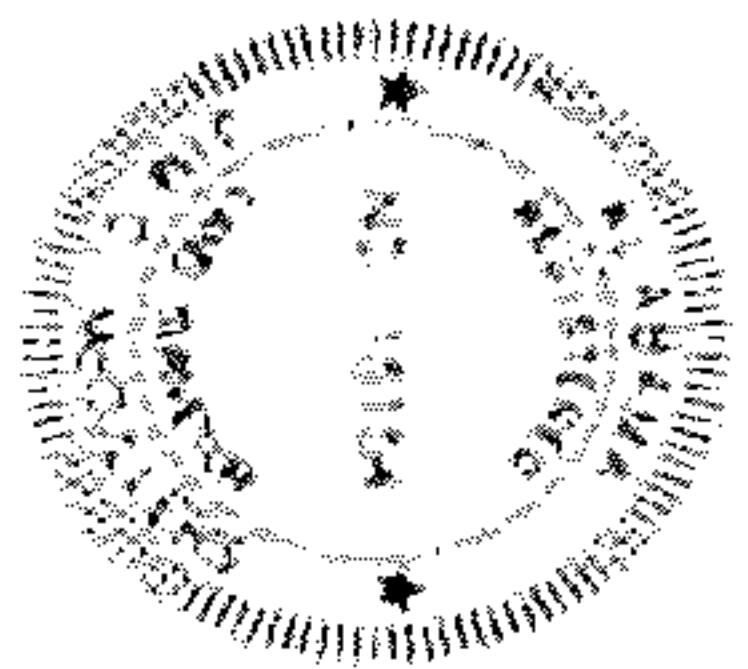
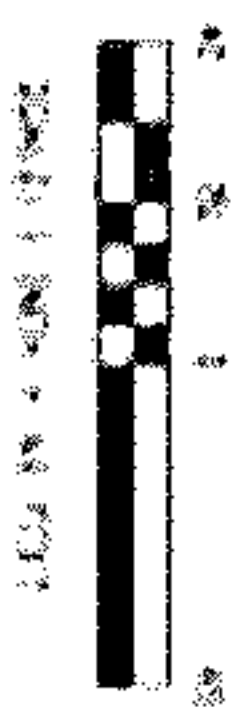
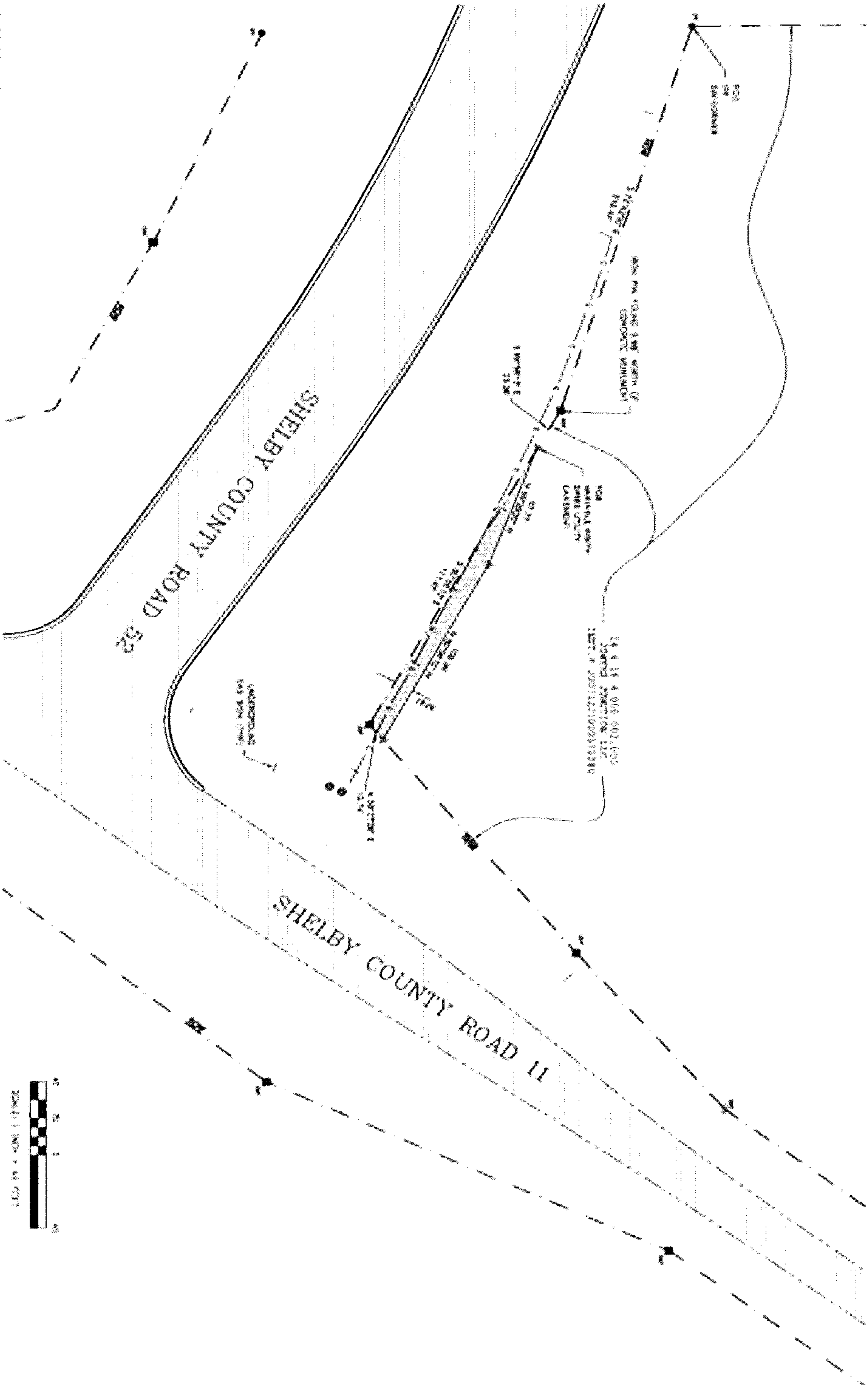
COMMENCE at a Iron pin found at the Southwest corner of property described in Instrument # 20071221000575280 recorded in the Office of the Judge of Probate of Shelby County, Alabama, said Iron pin being on the North right of way of County Road #52; thence proceed S 72°42'50" E, along said County Road #52, right of way, for a distance of 213.44' to a Concrete Monument found; thence proceed S 60°56'13" E, along said County Road #52, right of way, for a distance of 23.20' to THE POINT OF BEGINNING of said variable width Spire Utility easement; thence proceed S 60°56'13" E, along said County Road #52, right of way, for a distance of 171.87' to a Concrete Monument found at the intersection of County Road #52 and County Road #11, right of way; thence proceed N 57°27'25" E, along said County Road #11, right of way, for a distance of 10.74' to a point; thence, leaving said County Road #11, right of way, proceed N 50°56'13" W for a distance of 108.36' to a point; thence proceed N 59°25'20" W for a distance of 67.77' to THE POINT OF BEGINNING of said variable width Spire Utility easement.

Said easement contains 1.399 square feet or 0.032 acres, more or less.

June 8, 2022

I, Jim C. McCullers, hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standard of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief.

Jim C. McCullers,  
AL PLS # 15154



LEGEND

Symbol	Description	Symbol	Description
●	Iron Pin	—	County Road
○	Concrete Monument	—	Right of Way
—	Variable Width Spire Utility Easement	—	Point of Beginning
—	Concrete Monument	—	Intersection of County Road #52 and County Road #11
—	Point of Beginning	—	Shelby County Road #52
—	Shelby County Road #11	—	Shelby County Road #52 and County Road #11

McCULLERS-CAPPS & ASSOCIATES, INC. Surveyors-Mappers-Consultants (205) 957-1519 1900 Crestwood Blvd., Suite 97 Birmingham, Alabama 35210			
EXHIBIT "A" VARIABLE WIDTH SPIRE EASEMENT JOWERS JUNCTION LLC SECTION 19, T-20-S, R-2-W SHELBY COUNTY, ALABAMA			
Job No.	Drawn By	Check By	Scale
2023-09-12	JCM	JCM	E-1
09/12/2023	09/12/2023	09/12/2023	0

NOTES

1. The purpose of this survey is to create a permanent variable width Spire Utility easement.
2. Basis of bearings taken from GPS observations.
3. Other improvements or utilities may exist that are not shown.
4. Surveyor did not conduct a 100' section line survey.

"Exhibit A"