

EASEMENT

Shelby County, Alabama
JANUARY 18TH, 2024

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.

LOWE AND ASSOCIATES, LLC, (Grantor)

101 Mildred Street
Columbiana, AL 35051

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 26, Township 21 South, Range 1 West as described in Instrument 20210312000123590 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 ten- foot (10') wide strip 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 futures 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. **Grantor**, his/her successors and assigns, further waives, releases, remises and forever discharges Spire Alabama, Inc., its successors, assigns or lessees, from all claims and damages whatsoever related to the normal operation of the Pipeline Activities, including, without limitation, any common law right to surface support, any claim under Alabama Surface Mining Reclamation Rules or any claim under the Federal Surface Mining Control and Reclamation Act of 1977.

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 LOWE AND ASSOCIATES, L.L.C., has caused these presents to be signed by its MANAGING MEMBER the day and year first above written.

Name: _____

Printed Name: JOHN ALLAN LOWETitle: MANAGING MEMBER

STATE OF ALABAMA)
COUNTY OF SHELBY) ss.

On the 18TH day of JANUARY, 2024, before me,

(insert Notary's name) DORMAN CHAPMAN, a notary public in and for

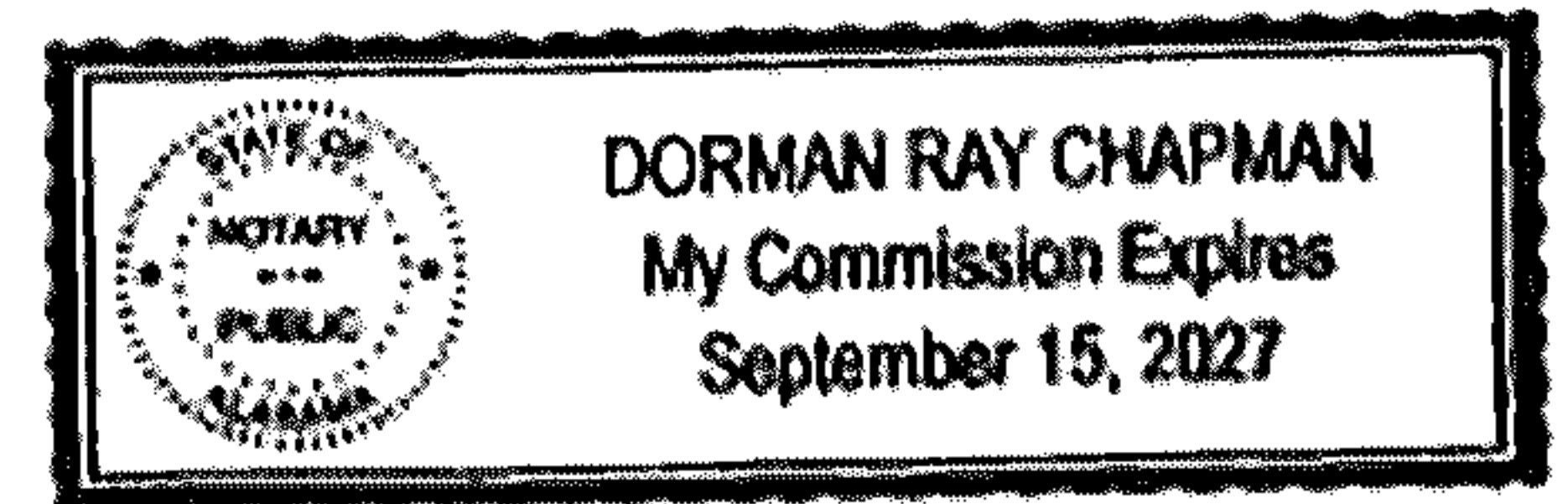
said state, appeared JOHN ALLAN LOWE, who being by me duly sworn, did say that

he is MANAGING MEMBER of LOWE AND ASSOCIATES, 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 LOWE AND ASSOCIATES., LLC.

My Commission expires SEPTEMBER 15TH 2027.



Dorman Chapman
Notary Public

DORMAN CHAPMAN
Printed Name

Source of Title: Instrument 20210312000123590

This instrument was prepared by: Mr. David 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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Allen S. Bayl

