

**EASEMENT**

Shelby County, Alabama

October 14, 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.

**WLP70 LLC**  
2909 CR 1005  
Jemison, AL 35085

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 27, Township 21 South, Range 1 West as described in Instrument 202110140005000910 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 **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. **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 WLP70 LLC, has caused these presents to be signed by its Managing Member the day and year first above written.

Name: Randall H. Goggans  
 Printed Name: Randall H. Goggans  
 Title: Managing Member

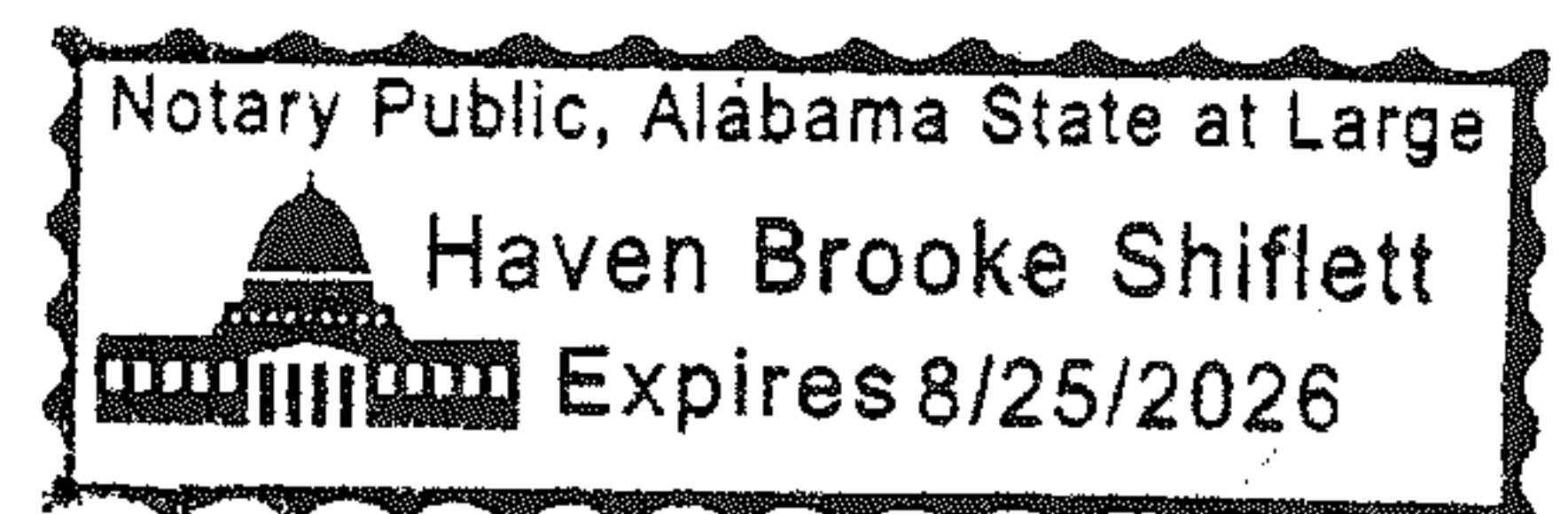
STATE OF ALABAMA     )  
                                       ) ss.  
 COUNTY OF SHELBY    )

On the 14<sup>th</sup> day of October, 2024, before me,  
 (insert Notary's name) Haven Brooke Shiflett, a notary public in and for  
 said state, appeared Randall H. Goggans, who being by me duly sworn, did say that  
 he/she is Managing Member of WLP70 LLC, and that said instrument was signed in  
 behalf of said limited liability company by authority of its Managing Member  
 and the said Randall H. Goggans acknowledged said instrument to be the free act  
 and deed of said WLP70 LLC.

My Commission expires 8/25/26

Haven Brooke Shiflett  
 Notary Public

Haven Brooke Shiflett  
 Printed Name



Source of Title: Instrument 202110140005000910

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  
10/22/2024 08:44:42 AM  
\$32.00 BRITTANI  
20241022000330090

Allen S. Bayl

R.O.W. VARIES  
ALABAMA HIGHWAY 70

A Utility Easement, being more particularly described as follows:

Commence at the NE Corner of the SW 1/4 of the NW 1/4 of Section 27, Township 21 South, Range 1 West, Shelby County, Alabama; thence N21°15'46"E a distance of 223.57' to the Southerly R.O.W. line of Alabama Highway 70; thence N68°50'05"W and along said R.O.W. line a distance of 233.75', to a curve to the left, having a radius of 2283.11', subtended by a chord bearing N70°08'09"W, and a chord distance of 103.70'; thence along the arc of said curve and along said R.O.W. line for a distance of 103.70'; thence N18°33'46"E and along said R.O.W. line a distance of 10.00', to a curve to the left, having a radius of 2293.11', subtended by a chord bearing N73°58'41"W, and a chord distance of 203.32'; thence along the arc of said curve and along said R.O.W. line for a distance of 203.39' to the Westerly R.O.W. line of Springs Crossing Parkway East, thence S17°53'49"W, leaving said Highway 70 and along said Springs Crossing Parkway East R.O.W. line, a distance of 58.51', to a curve to the left, having a radius of 505.00', subtended by a chord bearing S16°55'53"W, and a chord distance of 17.02'; thence along the arc of said curve and along said R.O.W. line for a distance of 10.00'; thence N74°02'03"W and leaving said R.O.W. line a distance of 20.00'; thence N15°25'13"E a distance of 10.00'; thence S74°02'03"E a distance of 20.00' to the POINT OF BEGINNING OF SAID EASEMENT.

Said Easement containing 199.85 sq. ft.



S 04°11'21" W 590.20'  
PAINTED LINE  
CAP REBAR

A=368.75' R=2293.11'  
CAP REBAR

UTILITY EASEMENT

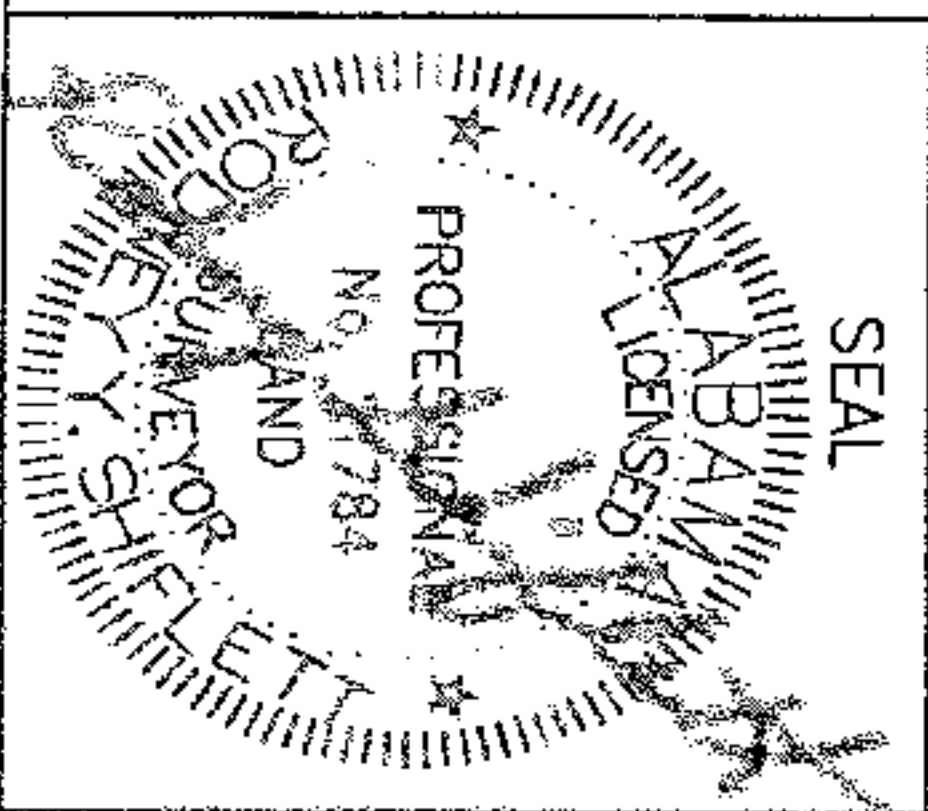
R.O.W. OF SPRINGS  
CROSSING PKWY EAST  
80.00'

CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	103.70'	2283.11'	N 70°08'09" W	103.70'
C2	203.39'	2293.11'	N 73°58'41" W	203.32'
C3	17.02'	505.00'	S 16°55'53" W	17.02'
C4	10.00'	505.00'	S 15°23'55" W	10.00'

LINE BEARING	DISTANCE
L1 N 18°33'46" E	10.00'
L2 S 17°53'49" W	58.51'
L3 N 74°02'03" W	20.00'
L4 N 15°25'13" E	10.00'
L5 S 74°02'03" E	20.00'

NE CORNER  
SW 1/4 - NW 1/4  
SEC. 27, T-21S, R-1W  
SHELBY COUNTY, AL  
1/2" REBAR

PAINTED LINE  
N 21°15'46" E 223.57'  
CAP REBAR



LEGEND  
● 1/2" REBAR SET  
● IRON PIN FOUND  
— R.O.W.  
— RIGHT-OF-WAY  
— NOT TO SCALE  
— UTILITY POLE  
— OVERHEAD UTILITIES  
— FIELD MEASURED  
— PLAT / RECORDED MAP  
— COVERED DECK/PORCH  
— DECK/PORCH

JOB NO. 24308ESMT  
DATE 9/17/24 DATE OF FIELD SURVEY SEPT. 2024  
ADDRESS SCALE 1" = 100' (11x17)  
DRAWN BY H. LETTS CHECK BY R.Y.S.  
RODNEY SHIFFLETT SURVEYING  
P.O. BOX 204  
COLUMBIANA, ALABAMA 35051  
TEL. 205-669-1205 FAX. 205-669-1298

EXHIBIT "A"