

STATE OF ALABAMA)

COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS, that I (we) W.B.Brewster and wife Nettie J. Brewster hereinafter referred to as seller, for and in consideration of the sum of Forty Three Dollars (\$43.00) and other good and valuable considerations, the receipt whereof being hereby acknowledged, do hereby grant, unto the Southern Natural Gas Corporation, hereinafter referred to as purchaser, a right of way to lay, construct, maintain and operate a pipe line or lines, consisting of one pipe and appurtenances thereto including telephone and telegraph lines in connection therewith, and the free right of ingress and egress to and from said right of way for the purpose of laying, constructing, maintaining, repairing, replacing, operating or removing at will said pipe line and said appurtenances thereto, across the following described lands situated in Shelby County, Alabama;

North half ($N\frac{1}{2}$) of northeast quarter ($NE\frac{1}{4}$) of Section six (6), and north half ($N\frac{1}{2}$) of northwest quarter ($NW\frac{1}{4}$) of Section five (5), all in Township twenty two (22) south, Range two (2) west, containing one hundred sixty (160) acres, being the same land acquired and more fully described as per deed of record in book 66 page 639, of the records of Shelby County, Alabama, And northwest quarter ($NW\frac{1}{4}$) of northeast quarter ($NE\frac{1}{4}$) of Section five (5), Township twenty two (22) south, range two (2) west and northwest quarter ($NW\frac{1}{4}$) of southwest quarter ($SW\frac{1}{4}$) of Section thirty two (32) Township twenty one (21) south, range two (2) west containing eighty (80) acres, being the same land acquired and more fully described as per deed of record in Book 87 page 222 of the records of Shelby County, Alabama. Also north half ($N\frac{1}{2}$) of southwest quarter ($SW\frac{1}{4}$) of southwest quarter ($SW\frac{1}{4}$) of section thirty two (32) township twenty one (21) south, Range two (2) west and north half ($N\frac{1}{2}$) of southeast quarter ($SE\frac{1}{4}$) of southeast quarter ($SE\frac{1}{4}$) of Section thirty one (31), Township twenty one (21) south, Range two (2) west.

It is further agreed and understood by the purchaser that pipe line is to be laid as now surveyed along and parallel with wire fence from Calera Main to Land of Mrs. Ann Hinton telephone line to be set up against fence. It is further agreed by the purchaser that all timber cut shall go to seller, also all pine stumps.

To have and to hold the same, together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof, including all rights of ingress and egress as above set forth, and the right to cut and keep clear all trees that may injure or endanger said lines unto the said purchaser, its successors and assigns forever; provided, however, that if the purchaser, its successors or assigns, should permanently abandon the use of said right of way for all of the purposes herein stated, then the easements herein granted and all rights incident thereto shall terminate. Provided further, that the seller especially reserves the use and enjoyment of the premises herein described, subject only to the exercise of the rights and privileges herein granted to the purchaser. It is understood and agreed that the purchaser shall lay said pipe line below plow depth wherever it crosses any land that may be cleared and in cultivation, and shall also lay said pipe line below plow depth across any land that may in the future be cleared and put in cultivation. The location of said right of way on the above described land shall be determined by the purchaser, but said pipe line shall not be laid nearer than ___ feet to any barn, residence or tenant house on said lands without written consent of the seller.

The purchaser shall pay all damages to fences, crops and timber which may be

suffered by reason of installation, maintenance, operation or alberation of said pipe line and appurtenances thereto. If not mutually agreed upon, said damages are to be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the grantee, and the third by the two so appointed as aforesaid, and the award of two of such three persons shallbe final and conclusive.

In testimony whereof we have hereunto set our hames at S,luria in the County of Shelby, Alabama, on this the 19th day of Oct.1929.

Attest: Henry W.Naish
P.S.Cosper

W. B. Brewster
Nettie J.Brewster

The undersigned purchaser of the aboveright of way does hereby accept the same upon the terms and conditions thereinset forth.

In testimony whereof we have caused these presents to be executed by our duly authorized officer or agent this 31st. day of Oct. 1929.

Southern Natural Gas Corporation
By H.R. Swift

STATE OF ALABAMA)
SHELBY COUNTY)

I the undersigned authority, in and for said County in said State hereby certifythat W. B.Brewster and wife Nettie J. Brewster whose names are signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument has executed the same voluntarily on the day the same bears date,

Given under my hand and officialseal this 19th day of Oct. 1929.

Henry W. Naish--Notary Public

STATE OF ALABAMA)
SHELBY COUNTY)

I the undersigned authority in and for said County in said State hereby certify that on this day came before me the within named Nettie J. Brewster known to me to be the wife of the within named W. B. Brewster who being examined separate and apart fromthe husband touching her signature to the within instrument acknowledged that she signed the same of her own free will add accord, without fear,constraint or threats on the part of the husband,

In witness whereof I have hereunto set my hand and official seal this 19th day of Oct. 1929.

Henry W. Naish--Notary Public

THE STATE OF ALABAMA)
SHEIBY COUNTY)

I hereby certify that the within deed was filed in this office for record Dec. 5th 1929 at 9 oclock A.M. and recorded in Deed record 90 page 241 and examined,

Cage Head--Judge of Probate

Not any of the Sou. Natural Gas Pipe LINE
Permits take more than 50 cents deed tax
as stated by owner.

STATE OF ALABAMA
SHELBY COUNTY
I hereby certify that
\$ 50 Privilege Tax
has been paid on the within
instrument as required by
law.
CAGE HEAD,
JUDGE OF PROBATE