

PIPE LINE PERMIT

STATE OF ALABAMA)

COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS that I, (we) Jessie Hinton Youngblood, Robert Hinton, Mrs. Annie B. Hinton, C.B. Hinton, heirs of J.F. Hinton hereinafter referred to as seller, for and in consideration of the sum of Seventeen & 25/100 Dollars (\$17.25) 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 or more pipes, and appurtenances thereto, including telephone or 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;

South half ($S\frac{1}{2}$) of southeast quarter ($SE\frac{1}{4}$) of southeast quarter ($SE\frac{1}{4}$) of Section thirty one (31), Also south half ($S\frac{1}{2}$) of southwest quarter ($SW\frac{1}{4}$) of southwest quarter ($SW\frac{1}{4}$) of Section thirty two (32) all in township twenty one (21) south, Range two (2) west, containing forty (40) acres, being the same land acquired and more fully described as per deed of record in book 43 page 488 of the records of Shelby County, Alabama.

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, 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 hereindescribed subject only to the exercise of the rights and privileges herein granted to the purchaser.

It is understood and agreed that 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 alteration 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 shall be final and conclusive.

In testimony whereof we have hereunto signed our names at Siluria in the county of Shelby Alabama, on this the 19th day of Oct. 1929.

Attest:
Henry W. Naish
J.E. Pittman

Jessie Hinton Youngblood
Mrs. Annie B. Hinton
E.B. Hinton
Robert Hinton

