

## PIPE LINE PERMIT

STATE OF ALABAMA )

COUNTY OF SHELBY )

KNOW ALL MEN BY THESE PRESENTS' that I (we) Mrs. L.C. O'Barr Estate By F.C. Oates Administrator of the estate hereinafter referred to as seller, for and in consideration of the sum of Two Hundred Dollars (\$200.00) 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 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, Alabama;

All that part of east half ( $E\frac{1}{2}$ ) of southeast quarter ( $SE\frac{1}{4}$ ) of Section twenty six (26) Township twenty (20) south, range three (3) west, being the same land acquired and more fully described as per deed of record in Book 59 page 337 of the records of Shelby County, Alabama. The southwest quarter ( $SW\frac{1}{4}$ ) of the southwest quarter ( $SW\frac{1}{4}$ ) of Section twenty six (26) Township twenty (20) south, range three (3) west, being the same land acquired and more fully described as per deed of record in Book 33 page 219 of the records of Shelby County. The location of the right of way herein granted shall be according the present location survey as heretofore made by said corporation. Also all timber cut shall remain the property of the grantor.

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 herein described, 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.

Intestimony whereof we have hereunto signed our names at Pelham in the county

of Shelby, Alabama, on this the 25th day of Oct.1929.

F.C.Oates  
As Admr. of Mrs. L.C. O'Barr Estate

The undersigned purchaser of the above right of way does hereby accept the same upon the terms and conditions therein set forth.

In testimony whereof we have caused these presents to be executed by our duly authorized officer or agent this 25 day of Oct.1929.

Southern Natural Gas Corporation  
By John M. Starke Jr.

STATE OF ALABAMA )  
SHELBY COUNTY )

I, the undersigned authority, in and for said County in said State hereby certify that F.C.Oates Admr. of Estate of Mrs. L.C.O'Barr whose name is 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 he as such officer executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 25th day of Oct.1929.

C.R. Lundstram--Notary Public

THE STATE OF ALABAMA )  
SHELBY COUNTY )

I hereby certify that the within deed was filed in this office for record Dec. 7th 1929 at 9 oclock A.M. and recorded in Deed record 90 page 281 and examined,

Cage Head--Judge of Probate

STATE OF ALABAMA  
SHELBY COUNTY

I hereby certify that  
\$ 20 Privilege Tax  
has been paid on the within  
instrument as required by  
law.

CAGE HEAD,  
JUDGE OF PROBATE