## PIPE LINE PERMIT

STATE OF ALABAMA )
COUNTY OF SHELBY )

know all Men By These Presents, that I F.H. Hardy, & wife Julia P Hardy hereinafter referred to as seller, for and in consideration of the sum of One Hundred and Twenty Five Pollars (\$125.00) and other good and valuable considerations, the receipt whereof being hereby acknowledged, do herebygrant unto the Southern Natural Gas Corporation hereinafter referred to as purchaser, a right of way tolay, construct, maintain and operate a pipeline 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 fromsaid 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;

West half  $(\mathbb{W}_{\mathbb{Z}}^{1})$  of northwest quarter  $(\mathbb{N}\mathbb{W}_{\mathbb{Z}}^{1})$  of Section nineteen(19), and south half  $(\mathbb{S}_{\mathbb{Z}}^{1})$  of southwest quarter  $(\mathbb{S}\mathbb{W}_{\mathbb{Z}}^{1})$  of Section eighteen (18) all in Township twenty two (22) south, Range two (2) west, being the same land acquired and more fully described as per deed of record in Book 88 page 521 of the records of Shelby County, Alabama. And west half  $(\mathbb{W}_{\mathbb{Z}}^{1})$  of east half  $(\mathbb{E}_{\mathbb{Z}}^{1})$  of southeast quarter  $(\mathbb{S}\mathbb{E}_{\mathbb{Z}}^{1})$ ; west half  $(\mathbb{W}_{\mathbb{Z}}^{1})$  of southeast quarter  $(\mathbb{S}\mathbb{W}_{\mathbb{Z}}^{1})$  of Section twenty four (24) Township twenty two (22) south, range three (3) west and also west half  $(\mathbb{W}_{\mathbb{Z}}^{1})$  of northwest quarter  $(\mathbb{N}\mathbb{W}_{\mathbb{Z}}^{1})$  of Section five (5), Township twenty four (24) north, Range thirteen (13) east, being the same land acquired and more fully described as per deed of record in Book 143 page 426 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 herein described, subject only to the exercise of the rights and privileges hereingranted 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 shallnot be laid nearer than \_\_\_feet to any barn, residence or tenant house onsaid lands without writtenconsent of the seller.

The purchaser shall pay all damage to fences, crops and timber which may be suffered by reason of installation, maintenance, operation or alteration of said pipe line and appurtenances bethereto. 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 bythe two so appointed as aforesaid, and the award of two of such three persons shall be final and conculsive.

In testimony whereof we have hereunto signed our named at Newala in the ounty of Shelby Alabama, on this the And day of "ctober, 1929.

Attest: T.W. Whatley F.H.Hardy. Julia P. Hardy

The undersigned purchaser of the above right of way does hereby acceptethe same upon the terms and conditions thereinset forth.

Intestimony whereof we have caused these presents to be executed by our duly authorized officer or agent this 16th 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 certify that F.H. Hardy and wife Julia P. Hardy whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that being informed of the contents of the instrument they executed the Jame voluntarily on the daythe same bears date.

Given under my hand and official seal this October 2nd 1929.

T.W. Whatley--Notary Public & X Off. J.P.

STATE OF ALABAMA COUNTY

I, the undersigned authority, in and for said county insaid state, hereby certifythat on this day came before me the within named Julia P. Hardy known to me to be the wife of the within named F.H. Handy who being examined separate and apart from the husband touching her signature to the within instrument, acknowledged thatshe signed the same of her own free will and accord, without fear, constraints or threats on the part of the hsband.

In witness whereof I have hereunto set my hand and official seal this October 2nd 1929.

THE STATE OF ALABAMA ) SHELBY COUNTY

T.W. Thatley--Notary Public & Ex Off. J.P.

I hereby certify that the within deed was filed in this office for record Dec. 10th 1929 at 2 o lock P.M. and recorded in Deed record 90 page 300 and examined.

> Cage Head--Judge of Probate ALABAMA SHELBY COUNTY

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

CAGE HEAD, JUDGE OF PROBATE