

PIPE LINE PERMIT

STATE OF ALABAMA)

COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS that I (we) Keystone Lime Works by M. W. Hammond Secy. hereinafter referred as seller, for and in consideration of the sum of One Dollar (\$1.00) 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;

Said pipe lines to be located according to the present survey across the lands hereinafter described.

Begin at a point on east line of Section twenty six (26) 600 feet south 30° west from northeast corner of Section. Thence due west 775 feet to east bank of Buck Creek; thence southerly along east bank of said creek to its intersection with west line of southeast quarter (SE $\frac{1}{4}$) of northeast quarter (NE $\frac{1}{4}$) of Section twenty six (26) thence south 3° east along said west line 790 feet to southwest corner of said southeast quarter (SE $\frac{1}{4}$) of northeast quarter (NE $\frac{1}{4}$) thence north 87° 30' east along south line of southeast quarter (SE $\frac{1}{4}$) of northeast quarter (NE $\frac{1}{4}$) and south line of southwest quarter (SW $\frac{1}{4}$) of northwest quarter (NW $\frac{1}{4}$) of Section twenty five (25) 1892 feet to center of Ashville Road known as Birmingham-Montgomery Highway, thence north 3° west 410 feet, thence north 2° 15' west 949 feet, thence north 10° west 180 feet thence west 654 feet to beginning point all in Township twenty (20) south, Range three (3) west, being the same land acquired and more fully described as per deed of record in Book 71 page 613 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 hereingranted 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 shall not be laid nearer than ___ feet to any barn, residence or tenant house on said land without written consent of the seller.

The purchaser shall pay all damages to fences, crops and timber which maybe 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 Keystone, Ala. in the County of Shelby, Alabama, on this the 27th day of September, 1929.

Attest:
John M. Starke Jr.

Keystone Lime Works Inc.
By M.W. Hammond, Secy.

The undersigned purchaser of the above right 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 30th day of Sept. 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 M.W. Hammond Secy. of Keystone Lime Works, Inc. 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 27th day of Sept. 1929.

THE STATE OF ALABAMA)
SHELBY COUNTY)

W. A. Hammond--Notary Public

I hereby certify that the within deed was filed in this office for record, on the 8th day of Jan. 1930 at 9 oclock A.M. and recorded in Deed record 90 page 461 and examined.

Cage Head--JUDGE OF Probate

STATE OF ALABAMA
SHELBY COUNTY

I hereby certify that
\$ 50.00 Privilege Tax
has been paid on the within
instrument as required by
law.

CAGE HEAD,
JUDGE OF PROBATE