

## PIPE LINE PERMIT

THE STATE OF ALABAMA     )  
SHELBY COUNTY             )

KNOW ALL MEN BY THESE PRESENTS, that I, Tom Jacks, and his wife Mamie Jacks hereinafter referred to as seller, for and in consideration of the sum of Four Hundred (\$400.00) Dollars and other good and valuable considerations, the receipt whereof being hereby acknowledged, do grant unto the Southern Natural Gas Corporation, a corporation under the laws of the State of Delaware, 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 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, to-wit:

Northwest quarter (NW $\frac{1}{4}$ ) west half (W $\frac{1}{2}$ ) of northeast quarter (NE $\frac{1}{4}$ ), that part of east half (E $\frac{1}{2}$ ) of northeast quarter (NE $\frac{1}{4}$ ) west of Buck Creek; north half (N $\frac{1}{2}$ ) of northwest quarter (NW $\frac{1}{4}$ ) of southeast quarter (SE $\frac{1}{4}$ ); east half (E $\frac{1}{2}$ ) of southwest quarter (SW $\frac{1}{4}$ ) of Section twenty six (26); east half (E $\frac{1}{2}$ ) of east half (E $\frac{1}{2}$ ) of Section twenty seven (27), and all that part of west half (W $\frac{1}{2}$ ) of Section twenty five (25), which lies east of original public road known as Montevallo Road and south of A.W. Cost 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 86, page 182, 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 payment 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:

1. 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. Abandonment for twelve months consecutively shall constitute permanent abandonment.
2. 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.
3. That the purchaser shall <sup>lay</sup> said pipe line or lines to a depth of not less than two feet from the surface of the soil of the above described lands.
4. That in the event any present or future owner of said above described lands should at any time desire to use said land for industrial purposes, or for the re-claiming of limestone, clays, shales, or other substances of the earth's crust, the purchaser will, at its own cost and charges, remove said pipe line or lines to another location over said above described property to be designated and furnished by the seller, all at its own cost and charges, upon sixty days notice in writing, such notice to be given by registered mail post paid, to the home office of the purchaser and such notice when so given shall be conclusive as to all questions of notice.
5. That the purchaser will, after laying its said pipe lines, restore the surface to its condition prior to the laying of said pipe lines, at its own cost and charges.
6. That the purchaser shall be liable and shall pay to the present or future owner

of said land all damages caused by the cutting of timber, by the use of the surface for said pipe lines, for all damage caused by the use of said pipe line or lines to growing crops, trees, structures and other fixtures on said foregoing described land, or any part thereof, or adjacent thereto either by blasting, the use of said line or lines by leakage of gas or other substances, by explosion of pipes or otherwise.

7. That said pipe line or lines shall not be laid so as to interfere with or to pass under any structure or building now existing on said land.

8. That said purchaser shall be liable for any damage or damages to any person or persons, including the owner and his employees, servants or agents in connection with the laying, use and operation of said pipe line or lines as well as live stock.

9. That upon the failure of the purchaser to pay for any such damage or liability herein enumerated within sixty days after the determination thereof by a court of competent jurisdiction, all of the rights herein granted shall at once cease and determine and all of the rights of the purchaser therein shall be forfeited.

10. That in the event of a claim for damages under the provisions hereof, should the owner of the lands be successful in prosecuting said claim or claims, the purchaser shall be liable to the seller for a reasonable attorneys fee in so enforcing said claim, together with costs of suit.

The conditions and provisions herein contained shall constitute covenants running with the right of way herein granted and shall inure to and be binding upon the successors and assigns of the parties hereto.

The location of said right of way on the above described land shall be determined by the purchaser, but shall be approximately as designated on the attached blue print, designated Exhibit "A", herein referred to and made a part of this grant, but said pipe or pipelines shall not be laid nearer than fifty feet to any barn, residence, or tenant house on said lands without the written consent of the seller or his assigns.

In testimony whereof, we have hereunto set our hands and seals this the 30th day of October 1929.

Witnesses:  
W.B. Chappell

Tom Jacks  
Mamie Jacks

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 this instrument to be executed by our duly authorized officer or agent, this 13th day of November, 1929.

THE STATE OF ALABAMA )  
JEFFERSON COUNTY )

Southern Natural Gas Corporation  
By H.R. Swift- Agent

I M.B. Chappell a Notary Public in and for said County in said State hereby certify that Tom Jacks and his wife Mamie Jacks, 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 same voluntarily on the day the same bears date.

Given under my hand this 30th day of October, 1929.

M. B. Chappell-Notary Public

For a valuable consideration the undersigned, J. Ross Hanahan does hereby release and discharge the purchaser, the Southern National Gas Corporation, in the foregoing grant from any and all rights which he has or may have in and to the lands described in

the foregoing grant and especially from the lien, operation and effect of a certain mortgage executed by Tom Jacks to the undersigned on the 1st. day of May 1928, securing an indebtedness as therein described, which said mortgage is duly recorded in the office of the Judge of Probate of Shelby County Alabama, and do hereby waive any and all rights which I have or may have to enforce payment of the indebtedness secured by said mortgage or any part thereof, against the right of way granted in the foregoing instrument to Southern Natural Gas Corporation.

In witness whereof I have hereunto set my hand and seal this 9 day of December, 1929.

J. Ross Hanahan (Seal)

Witnesses:  
J. C. Friedell  
R. E. Hilton

I, the undersigned W. H. Carroll for a valuable consideration, do hereby release and discharge the Southern Natural Gas Corporation from any and all rights and claims both at law and inequity which I have or may have in and to the right of way granted in the foregoing instrument.

Witness my hand and seal this 30th day of October, 1929.

Witnesses:  
W. S. Pritchard  
Maude E. Quarles

W. H. Carroll (Seal)

THE STATE OF ALABAMA )

SHELBY COUNTY )

I hereby certify that the within deed was filed in this office for record May 6th 1930 at 2 oclock P.M. and recorded in Deed record 91 page 231 and examined.

Cage Head--Judge of Probate

Map on page 234.

\$400 full value

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

MAP

