#2078

STATE OF ALABAMA,

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned SOUTHERN CEMENT COMPANY, A Delaware corporation (hereinafter called "grantors" whether one or more) for and in consideration of the sum of $1.00, cash in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto Southern Natural Gas Company, a Delaware corporation, duly qualified to carry on business in Alabama, (hereinafter called "grantee"), its successors and assigns, an exclusive right of way 30 feet in width over, across and through the hereinafter described lands for the purposes, at such times, and from time to time in the future, as grantee may elect, of laying, constructing, erecting, installing, maintaining, operating, renewing, repairing, changing the size of, relocating, removing and/or replacing at will one or more pipe lines for the transportation of gas, oil, gasoline, water or any other substance or commodity whether in a gaseous, liquid or other state, and telephone, telegraph and/or electric lines and all appliances and appurtenances from time to time deemed by grantee to be necessary or desirable in connection with any and all such lines, including, but without limiting same to, pipes, fittings, valves, valve boxes, regulators and meters with necessary housing for same, poles, wires, towers and equipment. The center line of said right of way will be the center line of the first pipe line hereafter installed by grantee over, upon, through, under and across the following lands located in Shelby County, Alabama, viz:
The East Half ($E\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$), Section 24, Township 22 South, Range 3 West; the West Half ($W\frac{1}{2}$) of the Southwest Quarter ($SW\frac{1}{4}$), Section 19, Township 22 South, Range 2 West; West Half ($W\frac{1}{2}$) of Northeast Quarter ($NE\frac{1}{4}$), Section 5, Township 24 North, Range 13 East.

For the same consideration, the grantor does hereby bargain, sell, convey and grant to the grantee the right to install, repair, operate, alter, maintain and remove at will, metering and/or regulating station or stations and all appliances, appurtenances and equipment in connection therewith, including the necessary houses or buildings therefor, on the above described property, together with the right to enclose and maintain any of the same under fence, including the right of ingress and egress to and from any such station or stations over and across the above described land.

Together with any other lands owned by the said grantors located in or adjacent to any government land section hereinabove described or mentioned.

Together with all other rights and privileges necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting same to, the free right of ingress and egress, over and across said lands and other lands of the grantors, and grantors' heirs at law and assigns in title, to, from and along said right of way, lines, structures, improvements and appliances and appurtenances and/or their proposed location at all times; together with the right, from time to time, to cut and keep clear all trees, undergrowth and other obstructions, whether on said right of way or not, that may injure or endanger any of said lines, structures, improvements, appliances and/or appurtenances or that it may be necessary or convenient to cut or remove in the construction, operation, maintenance, removal, changing the size of, relocating, and/or replacement thereof.

The grantee herein is further granted the full right and authority to sell, assign, transfer and/or convey to others the rights and privileges hereby granted and to encumber the same, together with the right to sell, assign, transfer and/or convey to others the joint or exclusive use of the rights and privileges herein acquired or any part of such rights and privileges or any interest or interests therein; and such rights hereby granted shall likewise be fully vested in the successors or assigns of the grantee hereinabove named.

It is understood and agreed that grantee shall bury all pipe lines laid under the terms of this grant below plow depth wherever such lines cross any lands in cultivation at the time of the laying and construction thereof.

Grantee shall pay for all damages to fences, crops, and timber which may be suffered by grantors by reason of the construction, installation, relocation, removal, and/or replacement from time to time of any of said pipe lines, but not for cutting and keeping clear trees and undergrowth from the right of way in the course of maintenance of such right of way and operation of its pipe line system and appurtenances. If the amount of such damages as grantee is hereby obligated to pay are not mutually agreed upon, the same is to be ascertained and determined by three disinterested persons, one to be appointed by grantors, one by grantee, and if they are not able to agree a third arbitrator shall be appointed by the two so appointed as aforesaid, and the award in writing of any two of such three persons shall be final and conclusive.

To have and to hold the rights and privileges hereby conveyed to the said grantee, its successors and assigns forever.

It is understood and agreed that no delay of grantee in laying or installing a pipe line or lines in the right of way granted herein shall occasion the loss of or any diminution of the rights herein granted by grantors or grantee.

This instrument shall inure to the benefit of and be binding upon the grantors and grantee, and their respective heirs at law, successors, and assigns in title to the right of way hereby conveyed and the lands described herein.

IN WITNESS WHEREOF, the SOUTHERN CEMENT COMPANY has caused this instrument to be executed in its corporate name by Geo. C. Walter its President, who is duly authorized, and its corporate seal, attested by C. D. Shaw, Jr., its Assistant Secretary, to be hereunto affixed, all on this the 28th day of December, 1949.

SOUTHERN CEMENT COMPANY

By: Geo. C. Walter,

President.

ATTEST: C. D. Shaw, Jr.

Asst. Secretary

(CORPORATE SEAL)

R/W No. 21(A) Line No. 322

STATE OF ALABAMA,

COUNTY OF JEFFERSON

I, the undersigned authority, in and for said County, in said State, hereby certify that George C. Walter, whose name as President of Southern Cement Company a corporation, 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, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 28th day of December, 1949.

J. Reese Murray, Jr.

(NOTORIAL SEAL) Notary Public.

STATE OF ALABAMA
SHELBY COUNTY
I hereby certify that
$1.50 Filing Fee
has been paid on this
instrument as required
by law.
L. C. WALKER,
JUDGE OF PROBATE

Filed in the office of the Probate Judge on the 30th day of Dec., 1949 at 10 A. M. and recorded in Deed Book 141 on page 114 on this the 2nd day of January, 1950.

L. C. Walker,

Judge of Probate.

- 0 -