

4075

RIGHT OF WAY DEED

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That the undersigned O.C. Harris and wife Clara Harris and each and every other person whose name is signed hereto (hereinafter called "grantors" whether one or more) for and in consideration of \$10.00 cash, in hand paid, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto Southern Natural Gas Company (hereinafter called "grantee"), its successors and assigns, an easement and right of way over, along and through a strip of land 60 feet in width, being 30 feet wide on each side of the center line thereof to be located and determined by grantee as hereinafter provided, located within the boundaries of the hereinafter described lands (or over, along and through that part of said 60 foot strip as shall be located within the boundaries of said lands), for the purposes, presently and at such times and from time to time in the future as grantee may elect, of constructing, maintaining, operating, renewing, repairing, changing the size of, increasing the number of, relocating, removing and/ or replacing one or more pipe lines for the transportation of gas, oil, petroleum, or any substance or commodity, and telephone, telegraph and/ or electric lines and all appliances, appurtenances, fixtures and equipment, whether above or below ground, from time to time deemed by grantee to be necessary or desirable in connection with any of such lines, the said lands being located in Shelby County, State of Alabama, to-wit:

A part of the $W\frac{1}{2}$ of $NE\frac{1}{4}$ of Section 5, Township 24, Range 13 East, more particularly described as follows: Begin at the point where the Northern boundary of Highway No. 25, intersects with the Eastern boundary of that certain lot known as the "colored school" lot, and run North 81 degrees and 30 minutes East, along said Northern boundary of said highway, 366 feet; thence, continue along said boundary of said highway, North 88 degrees, and 30 minutes East, 840 feet, to an intersection with the Southern boundary of the right of way of the Southern Railway; thence, run North, 81 degrees West along said right of way of the Southern Railway; thence, run North, 81 degrees West along said right of way, North 78 degrees West, 451 feet, to the Northeast corner of said colored school lot; thence run South no degrees and 15 minutes West, 278.7 feet, to the point of beginning.

And also any other lands owned or claimed by said grantors adjacent to the lands particularly described above.

The center line of said easement and right of way shall be the center line of the first pipe line hereafter laid and constructed by grantee on or adjacent to said lands above described.

For the determination of said right of way and the full enjoyment or user of the rights and easements herein granted, this grant shall include, without limitation, the further easements herein granted and right of ingress and egress over and across said lands and other adjacent lands of the grantors, and the use thereof reasonably necessary in connection with the construction, repair, or replacement of pipe lines on said right of way; 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, appliances, appurtenances, fixtures and equipment, or that it may be necessary or convenient to cut or remove in the location or determination of said right of way or in the use or enjoyment of any of the rights, interests or estates hereby conveyed.

Whenever and as often as grantee or assigns shall lay and construct more than one pipe line on or along the right of way granted hereby the ten owner of the lands hereby subjected to this easement and right of way shall be entitled to receive an additional consideration of \$1.00 per lineal rod for each such additional pipe line so laid, upon completion thereof.

Grantors reserve the right to cultivate or otherwise make use of said lands for purposes and in a manner which will not interfere with the enjoyment or use of the rights, easements and estate hereby granted, but grantors shall not construct nor permit to be constructed any houses, buildings, lakes, ponds, structures, or any obstructions on or over said right of way, or any part thereof, as surveyed or finally determined.

The grantee herein is further granted the full right and authority to lease, sell, assign, transfer and/ or convey to others the right of way, estate, interests, rights and privileges hereby granted, in whole or in part or any interest therein, and to encumber the same.

Grantee shall bury all pipes laid hereunder below plow depth wherever such pipes across any lands in cultivation at the time of the laying thereof.

Grantee shall pay for all damages to fences, crops and timber that may be suffered by grantors by reason of the exercise by grantee of any of the rights and privileges hereby granted, but shall not be liable for damages caused by keeping said right of way clear of trees, undergrowth and other obstructions in the course of the maintenance and operation of its pipe line system and appurtenances.

No delay of grantee in locating or determining the right of way herein conveyed, or in the user of any other right or easement hereby granted or in laying or installing any line or additional lines in or along said right of way shall result in the loss, limitation or abandonment of any of the right, title, interest, easement or estate granted hereby.

This grant covers all the agreements and stipulations between grantors and grantee and no representation or statements, verbal or written, have been made modifying, adding to, or changing the terms of or consideration for this grant.

The terms and provisions hereof shall inure to the benefit of and be binding upon the grantors and grantee and their respective heirs, successors, or assigns.

TO HAVE AND TO HOLD the estate, easements, rights and privileges hereby conveyed to said grantee, its successors and assigns, forever.

IN TESTIMONY WHEREOF, the undersigned grantors have hereunto signed our names and set our hand and seal, on this the 4 day of May, 1950.

ATTEST:

Frank Head

Frank J. Voght

STATE OF ALABAMA

COUNTY OF SHELBY

O.C. Harris (L.S.)

Clara Harris (L.S.)

R/W No. 2 Line No. 313 B

I, the undersigned authority, in and for said County, in said State, hereby certify that O.C. Harris & wife, Clara Harris 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 and official seal this the 4th day of May, 1950.

NOTARIAL SEAL

STATE OF ALABAMA

COUNTY OF SHELBY

STATE OF ALABAMA
SHELBY COUNTY

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

Cecil Duke,
Notary Public

L. C. WALKER,
JUDGE OF PROBATE

I, the undersigned authority in and for said County, in said State, hereby certify that on this day came before me the within named Clara Harris known to me to be the wife of the within named O.C. Harris who, being examined separate and apart from the husband touching her signature to the within instrument, acknowledged that she signed the same of her own free will and accord, without fear, constraints or threats on the part of the husband.

In witness whereof, I have hereunto set my hand and official seal, on this the 4th day of May, 1950.

NOTARIAL SEAL

Cecil Duke,
Notary Public

Filed in the office of the Probate Judge the 13th day of May, 1950 at 10 o'clock A.M. and recorded in the Deed Record 142 on page 75 on this the 15th day of May, 1950.

L.C. Walker,
Judge of Probate