

1320

KNOW ALL MEN BY THESE PRESENTS: That the undersigned SOUTHERN CEMENT COMPANY

_____, a corporation organized under the laws of the State of _____, and each and every other person whose name is signed hereto (hereinafter called "grantors", whether one or more), for and in consideration of \$1.00, 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 15 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 30 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:

All that part of the N 1/2 of the N 1/2 of the SW 1/4 of the NE 1/4 of Section 5, Township 24 North, Range 13 East, Shelby County, Alabama, that lies between the rights of way of Southern Railroad and Alabama State Highway No. 25 and East of Southern Natural Gas Company's Calera Meter Station Site.

The center line of the easement and right of way hereby granted shall be the center line of that certain existing 10 inch natural gas pipeline which was laid and constructed by Grantee under and across the above described land in the year 1959.

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 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 easement 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 then 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. (see rider attached)

Grantee shall bury all pipes laid hereunder below plow depth wherever such pipes cross 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 representations 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 WITNESS WHEREOF, the SOUTHERN CEMENT COMPANY

has caused this instrument to be executed in its corporate name by M. A. RIKARD

its _____ President, who is duly authorized, and its corporate seal, attested by C. D. Shaw, Jr.

_____, its Asst. Secretary, to be hereunto affixed, all on

this the 6th day of October, 1960.

SOUTHERN CEMENT COMPANY

ATTEST:

By M. A. Rikard

Asst. Secretary

President

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned authority, in and for said County, in said State, hereby certify that

M. A. RIKARD, 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 11th day of October, 1960

Edith Bramlett
Notary Public



SOUTHERN CEMENT CO.

6TH FLOOR PROTECTIVE LIFE BUILDING
BIRMINGHAM 3, ALA.
October 6, 1960

Division of
American-Marietta
Company

Magnolia Cements
Magnolia Lime

THIS EASEMENT AND RIGHT OF WAY GRANTED TO SOUTHERN
NATURAL GAS COMPANY DOES NOT INCLUDE THE RIGHT OF GRANTEE
TO CONVEY TO MUNICIPALITIES AND OTHER INTERESTS AN EASE-
MENT AND RIGHT OF WAY ACROSS THIS PROPERTY.

M. A. Rikard
M. A. Rikard - President.

STATE OF ALABAMA, SHELBY COUNTY

I, Conrad M. Fowler, Judge of Probate, hereby certify that the within was filed for record in this office on the 23 day of Dec 1960 at 11 M. o'clock, and recorded in Book 13 at page 119 on the 28 day of Dec 1960. Mortgage Tax Deed Tax 50 has been paid.

Conrad M. Fowler
Judge of Probate

FILED 23 DECEMBER 1960

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