

KNOW ALL MEN BY THESE PRESENTS: That the undersigned Mildred Roy Davis

and Roscoe Davis, her husband

and each and every other person whose name is signed hereto (hereinafter called "grantors", whether one or more), for and in consideration of \$6.25, 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 (adjoining the existing easement and right of way of grantee which is hereinafter defined) over, along and through a strip of land 50 feet in width, being 25 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 50 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, and 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:

SE 1/4 of NE 1/4 - Less and except a tract 78 yards wide X 228 yards long conveyed to R. L. Roy by deed recorded in Deed Book 125, page 154 - in Section 10, Township 21 South, Range 3 West, Shelby County, Alabama;

Begin at NW corner of SW 1/4 of NW 1/4 of Section 11 and run East to Buck Creek, thence Southerly along said creek 100 yards, thence West to Section line, thence North to point of beginning in Section 11, Township 21 South, Range 3 West, Shelby County, Alabama.

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

Said existing easement and right of way of grantee across said lands or adjacent lands is by agreement of grantors and grantee, and for the consideration aforesaid, recognized and acknowledged as being over and along a strip of land 30 feet in width, being 15 feet in width on each side of the center line of the presently existing pipe line owned by grantee and laid in or across said lands or adjacent lands.

And for the same consideration, the grantors do hereby grant, bargain, sell, convey and confirm unto the grantee the same rights and privileges in and with respect to the said existing easement and right of way as are conveyed hereunder for the additional easement and right of way granted hereby.

The center line of said additional easement and right of way hereby granted shall be a line parallel to and at a distance of 40 feet from the center line of said presently existing pipe line and shall be located on that side of the presently existing right of way, as herein defined, on which the first additional pipe line shall be laid and constructed by grantee, whether or not such first additional pipe line shall be located on the additional right of way hereby conveyed or on said presently existing right of way of grantee. (Where in any particular location more than one pipe line shall have been heretofore laid on or along said presently existing right of way, there is meant and intended the pipe line nearest to the first additional pipe line laid by grantee after the execution of this grant.)

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 rights of way; together with the right, from time to time, to cut and keep clear all trees, undergrowth and other obstructions, whether on said rights 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 the additional right of way herein conveyed, 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 said 50 foot 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 rights 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 rights 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 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 rights 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 additional 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 rights 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 TESTIMONY WHEREOF, the undersigned grantors have hereunto signed Ben name S and set Ben hands and seal, on this the 18th day of Oct, 1960.

**ATTEST:**

Mildred Roy Davis (L. S.) ✓  
Racael Davis (L. S.) ✓  
\_\_\_\_ (L. S.)  
\_\_\_\_ (L. S.)

**BOOK 213 PAGE 130**



STATE OF ALABAMA

COUNTY OF Shelby

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

Muched Roy D. Davis & Katherine  
whose name 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, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 18 day of Oct, 1966.

[Signature]  
Notary Public

STATE OF ALABAMA

COUNTY OF Shelby

I, the undersigned authority, in and for said County, in said State, hereby certify that on this day came before me the within named

known to me to be the wife of the within named

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 \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

[Signature]  
Notary Public

STATE OF ALABAMA

COUNTY OF Shelby

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

whose name \_\_\_\_\_ signed to the foregoing instrument and who

edged before me \_\_\_\_\_  
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 \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ M. o'clock, and recorded in Book 213 at page 130 on the \_\_\_\_\_ day of \_\_\_\_\_ 1966.  
Mortgage Tax \_\_\_\_\_ Deed Tax \_\_\_\_\_ has been paid.

Conrad M. Fowler  
Judge of Probate

From

To

Southern Natural Gas Company

PIPE LINE PERMIT

State of Alabama

County.

Office of the Judge of Probate.

I hereby certify that the within instr

ment was filed in this office for record o

the 23 day of May

1966, at 8 o'clock

M., an

was duly recorded in Volume 213

of Deeds, at page \_\_\_\_\_ and examined

[Signature]  
Judge of Probate

STATE OF ALABAMA

COUNTY OF Shelby

I, the undersigned authority, in and for said County, in said State, hereby certify that on this day came before me the within named

known to me to be the wife of the within named

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 \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Notary Public