

Post Office Box 1000  
Birmingham AL 35202 2563  
205 325 7410

## SOUTHERN NATURAL GAS

February 9, 1989

837

Ms. Barbara Gore  
First Real Estate  
P. O. Box 9  
Pelham, AL 35124

SUBJECT: SOUTHERN NATURAL GAS COMPANY'S ABANDONED 4-INCH KEYSTONE  
LIMEWORKS LATERAL PIPELINE AND THIRTY FOOT WIDE PIPELINE RIGHT  
OF WAY, M.P. 0.00 TO 0.466, SHELBY COUNTY, ALABAMA

Dear Ms. Gore:

Reference is made to your telephone call of February 8, 1989 concerning the subject pipeline right of way crossing Lot 44 in the Autumn Ridge Subdivision located in the west half of the Southeast quarter of Section 27, Township 20 South, Range 3 West, Shelby County, Alabama. Ms. Deann Isbell with Cahaba Title, Inc. forwarded a letter on February 7 about this same matter.

We are pleased to confirm that Southern Natural Gas Company abandoned the subject 4-inch Keystone Limeworks Lateral Pipeline in place during the later part of 1975. The subject pipeline was disconnected from Southern's transmission system and abandoned in place by purging of all gas and filling with water.

Southern has no plans to reactivate the subject pipeline and considers the pipeline permanently abandoned and has permanently abandoned the use of the right of way for all the purposes stated in the easement dated October 28, 1929, from J. E. Ruffin, et vir, recorded in Volume 90 at Page 279, Office of the Judge of Probate, Shelby County, Alabama. No official abandonment recorded in the Probate Office appears in our files.

This abandoned easement, a copy of which is enclosed herewith, states, "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."

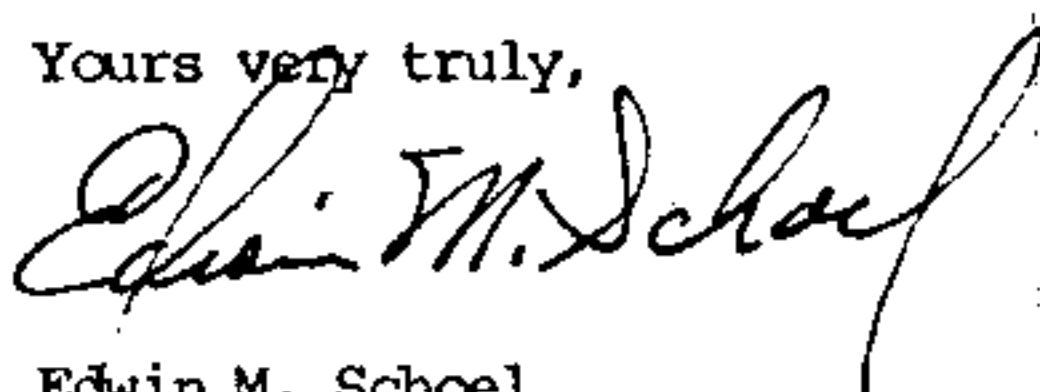
Cahaba Title  
A SONAT COMPANY

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Southern Natural has no objection to the use of the underlying land for whatever use deemed appropriate. However, we in no way assume any responsibility for the use of the subject abandoned pipeline or 30-foot wide pipeline right of way, nor will we incur any liability for damages to persons or property which may result from the use of the subject abandoned pipeline or 30-foot pipeline right of way. Furthermore, all work performed in connection with the use of the subject abandoned pipeline or 30-foot pipeline right of way will be without expense, risk or liability to Southern Natural Gas Company, or any of its directors, officers, agents, representatives or employees.

Yours very truly,



Edwin M. Schoel  
Encroachments Coordinator  
205/325-7403

cc: Ms. Deann Isbell, Researcher (w/easement copy)  
2068 Valleydale Road  
Birmingham, AL 35244

Mr. D. J. Kelley, District Superintendent  
Southern Natural Gas Company  
P. O. Box 170070  
Birmingham, AL 35217-0070

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# SOUTHERN NATURAL GAS CORPORATION

STATE OF ALABAMA,

COUNTY OF Shelby

KNOW ALL MEN BY THESE PRESENTS: That I, (we) J. E. Ruffin and wife

Maggie Ruffin

hereinafter referred to as seller, for and in consideration of the sum of Two Hundred Fifty  
Dollars (\$ 250.00 )

and other good and valuable considerations, the receipt whereof being hereby acknowledged, do hereby grant unto the SOUTHERN NATURAL GAS CORPORATION, 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, including telephone or telegraph lines in connection therewith, 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:

South West Quarter (SW $\frac{1}{4}$ ) of North East Quarter (NE $\frac{1}{4}$ ); West Half (W $\frac{1}{2}$ ) of South East Quarter (SE $\frac{1}{4}$ ); East Half (E $\frac{1}{2}$ ) of South West Quarter (SW $\frac{1}{4}$ ); South West Quarter (SW $\frac{1}{4}$ ) of South West Quarter (SW $\frac{1}{4}$ ) of Section Twenty-seven (27) Township Twenty (20) South, Range Three (3) West, being the same land acquired and more fully described as per deed of record in Book 72 page 209 of the records of Shelby County, Alabama.

The above consideration includes construction damages of pipe lines only  
All timber cut shall belong to grantor

To have and to hold the same, together with all the rights and privileges necessary or convenient for the full enjoyment 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, 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. Provided further, 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.

It is understood and agreed that purchaser shall lay said pipe line below plow depth wherever it crosses any land that may be cleared and in cultivation, and shall also lay said pipe line below plow depth across any land that may in the future be cleared and put in cultivation.

The location of said right of way on the above described land shall be as now run by said right of way determined by the purchaser, but said pipe line shall not be laid nearer than \_\_\_\_\_ feet to any barn, residence or tenant house on said lands without written consent of the seller.

The purchaser shall pay all damage to fences, crops and timber which may be suffered by reason of ~~installation~~ maintenance, operation or alteration of said pipe line and appurtenances thereto. If not mutually agreed upon, said damages are to be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the grantee, and the third by the two so appointed as aforesaid, and the award of two of such three persons shall be final and conclusive.

IN TESTIMONY WHEREOF, we have hereunto signed our names at Hedena  
in the County of Shelby, Alabama, on this the 28 day of Oct, 1927.

ATTEST:

J. E. Ruffin  
Maggie Ruffin

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 these presents to be executed by our duly authorized officers at \_\_\_\_\_, Alabama, on this \_\_\_\_\_ day of \_\_\_\_\_, 1927.

SOUTHERN NATURAL GAS CORPORATION

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WRITTEN RECORDED  
RETURN TO

Southern Natural Gas Corporation  
Box 2563  
BIRMINGHAM, ALABAMA

To

Southern Natural Gas Corporation

PIPE LINE PERMIT

STATE OF ALABAMA,

Shelby County.

OFFICE OF THE JUDGE OF PROBATE

I hereby certify that the within deed was

filed in this office for record on the 12<sup>th</sup>

day of 10<sup>th</sup> 1929,

at 2 o'clock P.M., and was duly re-

Volume 90, of Deeds, at page

and examined.

*W. H. H. H.*  
Judge of Probate.

When Recorded

Return to

Southern Natural Gas Corporation

Birmingham, Ala.

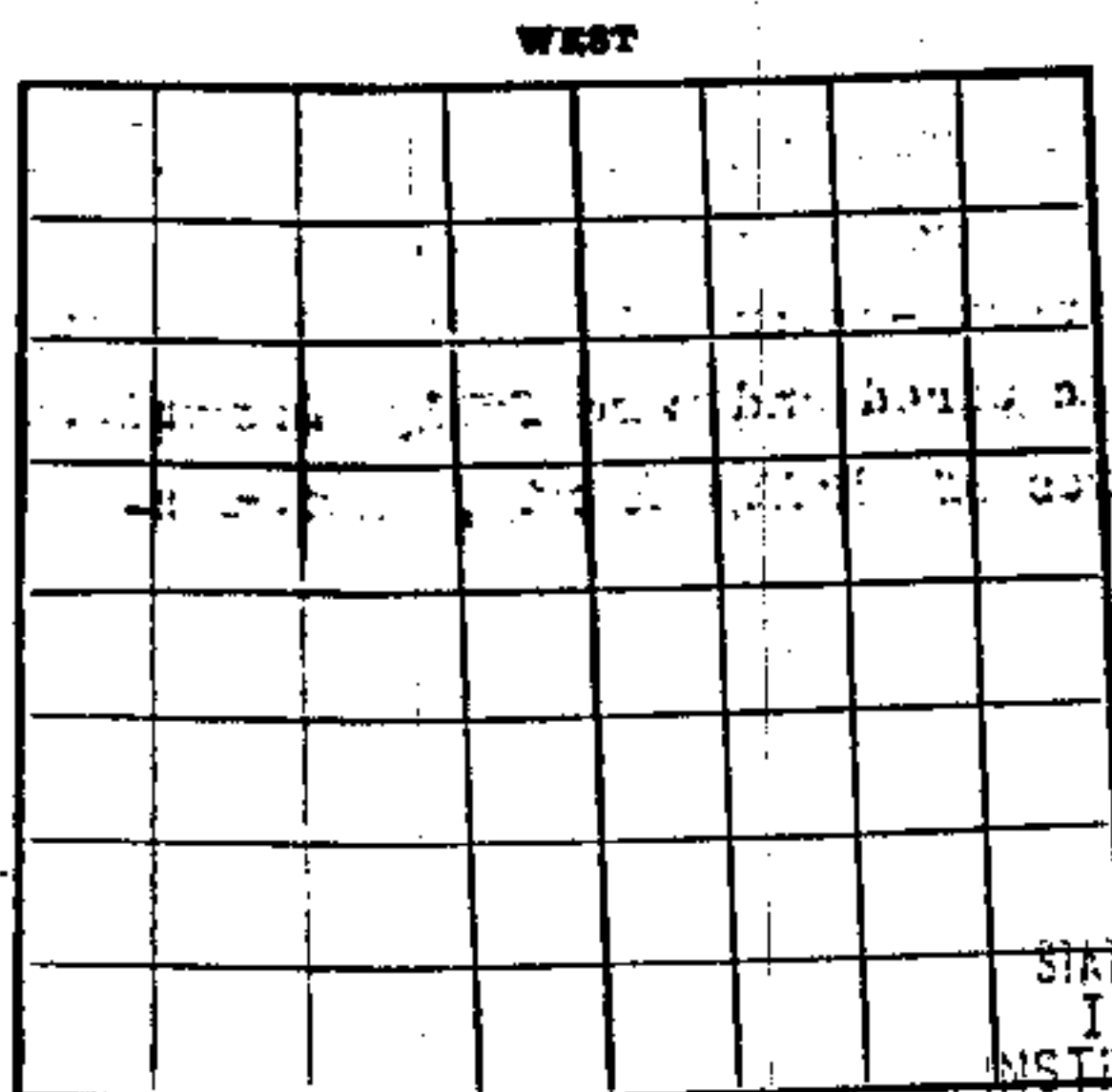
R/W No. 1 Line B-18

Sec. 27 Twp. 20-S Range 3-W

County Shelby

Owner J. E. Ruffin

P. O.



STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

89 FEB 15 AM 8:06

RECORDING FEES

Recording Fee \$ 10.00  
Index Fee 1.00  
TOTAL 11.00

*Thomas A. Snowden, Jr.*  
JUDGE OF PROBATE

STATE OF ALABAMA,

*Shelby*

COUNTY.

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

*and wife Maggie Ruffin*

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

*28 day of Oct 1929*  
*W. H. H. H.*  
Notary Public.

STATE OF ALABAMA,

*Shelby*

COUNTY.

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

within named *Maggie Ruffin*

known to me to be the wife of the within named

*J. E. Ruffin*

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 without any constraint, without fear, constraints or threats on the part of the husband.

In Witness Whereof, I have hereunto set my hand and official seal, this

*28 day of Oct 1929*  
*W. H. H. H.*  
Notary Public.

STATE OF ALABAMA,

COUNTY.

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

whose name as President of the

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

085 304 922 003