

**AGREEMENT  
FOR  
WATER LINE EASEMENT**

STATE OF ALABAMA

COUNTY OF SHELBY

THIS AGREEMENT, made and entered into on this the 3rd day of December, 1985, by and between the Alabaster Water and Gas Board, Alabaster, Alabama, hereinafter called the Board, and the Scott & Williams Co., Inc., hereinafter called the Owner(s).

WHEREAS, the Board desires to obtain from the Owner an easement across lands owned by the Owner in order that the Board can install a water main; and

THEREFORE, be it known by these presents that, in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed as follows:

1. The Owner hereby grants to the Board two easements to construct and maintain water mains. The easements shall be located within the property of Scott & Williams Co., Inc., said property being located in the southeast 1/4 of Section 14, Township 21 South, Range 3 West, Shelby County, Alabama and said parcels being part of the same property as described in Deed Book 310 at Page 938 in the office of the Judge of Probate, Shelby County, Alabama and said parcels being a strip 15.0 feet in width and 7.5 feet in width on either side of centerlines as hereinafter described:

Begin at the southwest corner of the northeast 1/4 of the southeast 1/4 of Section 14, Township 21 South, Range 3 West, Shelby County, Alabama and measure in a northerly direction along the western right-of-way boundary of Heather Lane a distance of one hundred thirty-five and forty-six hundredths (135.46) feet to a point; thence turn 90°00'00" to the right and measure a distance of two hundred three and seventy-seven hundredths (203.77) feet to a point, said point being the true point of beginning of said centerline of said strip of land; thence turn 90°16'3" to the left from previous course and measure a distance of two hundred eleven and eighty hundredths (211.80) feet more or less to a point on the west boundary of said Scott & Williams Co., Inc., property, said point being the termination of said centerline of said strip of land, said strip of land being Easement No. 1

The area contained in the parcel of land described herein as Easement No. 1 is 0.073 acres, more or less.

Begin at the southeast corner of Section 14, Township 12 South, Range 3 West, Shelby County, Alabama and measure in a northerly direction along the east boundary of said section a distance of seven and fifty-hundredths (7.50) feet to a point; said point being the true point of beginning of said centerline of said strip of land; thence turn to the left from previous course and measure in a westerly direction along a line which is parallel to and 7.50 feet north of the south boundary of said section for a distance of three hundred fifty-nine and forty-two hundredths (359.42) feet to a point; thence turn to the left 30°44'49" and measure a distance of sixteen and forty-eight hundredths (16.48) feet to a point on the southern boundary of said Scott & Williams Co., Inc., property, said point being the termination of said centerline of said strip of land, said strip of land being Easement No. 2.

The area contained in the parcel of land described herein as Easement No. 2 is 0.129 acres.

2. The Owner grants to the Board the right to enter the easement to construct said water main and to perform maintenance activities as deemed necessary by the Board.
3. The Owner retains the right to use the lands within the easement as the Owner desires, except as noted herein. The Owner agrees not to use the

Water & Gas Board  
Alabaster

- P.O. Box 520

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lands within the easement in a manner which adversely affects the water main. The Owner further agrees not to construct any structure within the lands in the easement. After the water main has been installed, the Owner may construct a fence across the easement, should it be desired, however, the Owner shall make such provision as is necessary to allow the entrance of equipment and materials to the easement for the purpose of maintaining said water line.

4. The Owner grants to the Board the right to remove trees, shrubs or other vegetation located within the easement as required by the construction and/or maintenance activities associated with the water main. The Board agrees to require that the construction and maintenance work within the easement be done in a workmanlike manner and that any damage to the Owner's property which results from said construction and/or maintenance activities will be corrected by the Board
5. The Board shall hold the Owner harmless from any liability or damage arising from the water main construction and maintenance operations within the easement. *Att. ch. #1620*
6. The Board shall pay to the Owner the sum of \$590.00 (five hundred ninety dollars) as compensation in full for the granting of said easement and in consideration for all other obligations described herein.
7. The mutual covenants and promises between the parties hereto shall all run with the land and shall be binding on the Board and the Owner, their heirs, successors and assigns.

IN TESTIMONY to all of the mutual covenants and promises set forth hereinabove, the Alabaster Water and Gas Board does hereby agree to be bound by the terms and conditions of this Agreement, and has caused this Agreement to be executed by its Chairman, on the date first above written, and the Scott & Williams Co., Inc., does hereby agree to be bound by the terms and conditions of this Agreement, and has executed this Agreement, on the date first above written.

THE ALABASTER WATER AND GAS BOARD  
ALABASTER, ALABAMA

By *W.M. Farris*  
W.M. Farris, Chairman

Sworn and subscribed before me this  
the 5th day of December, 1985.

*David R. Hunsburg* Notary Public  
My Commission Expires: 3/14/89

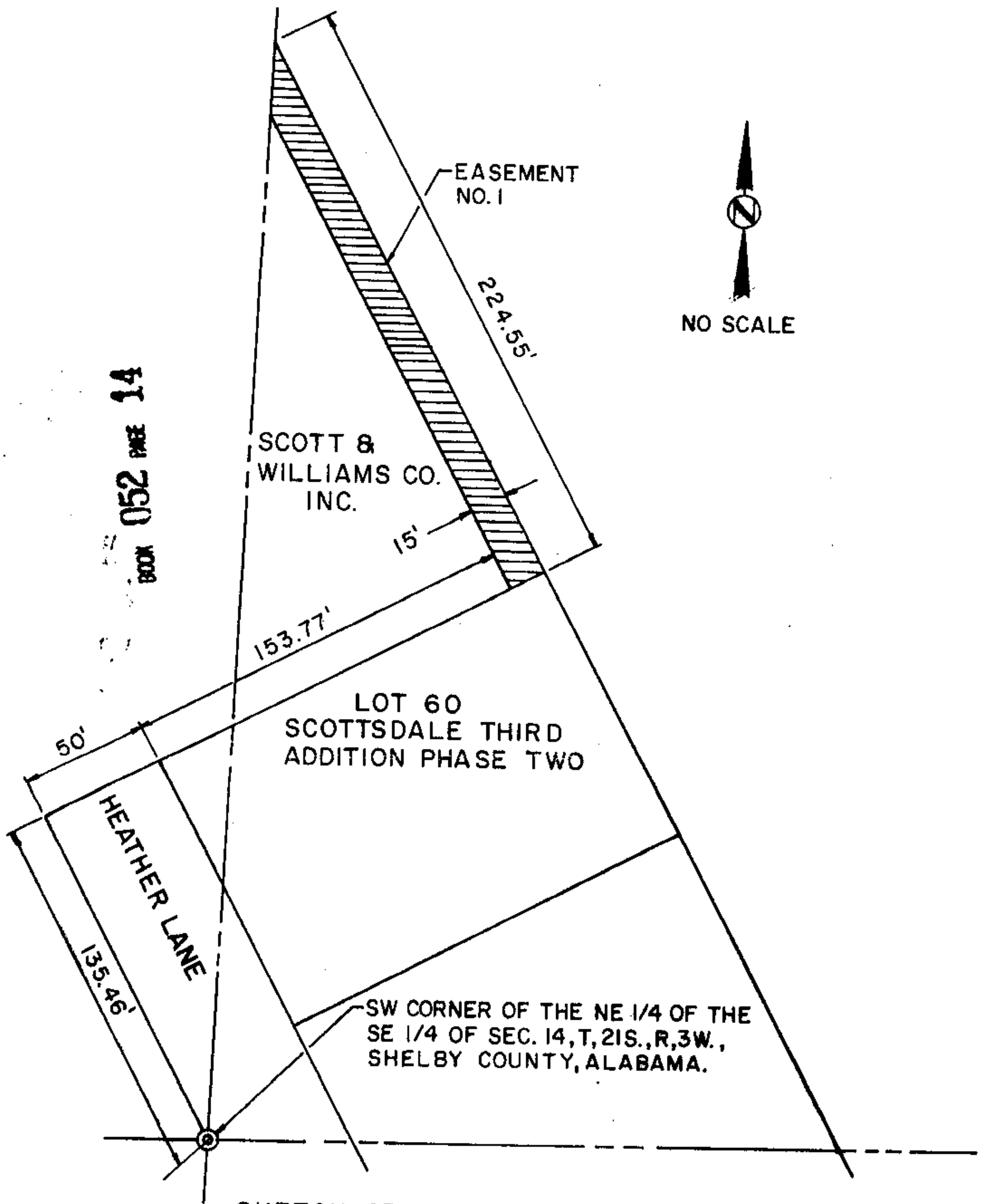
SCOTT & WILLIAMS CO., INC.

*Jackie Williams*  
Jackie Williams, President

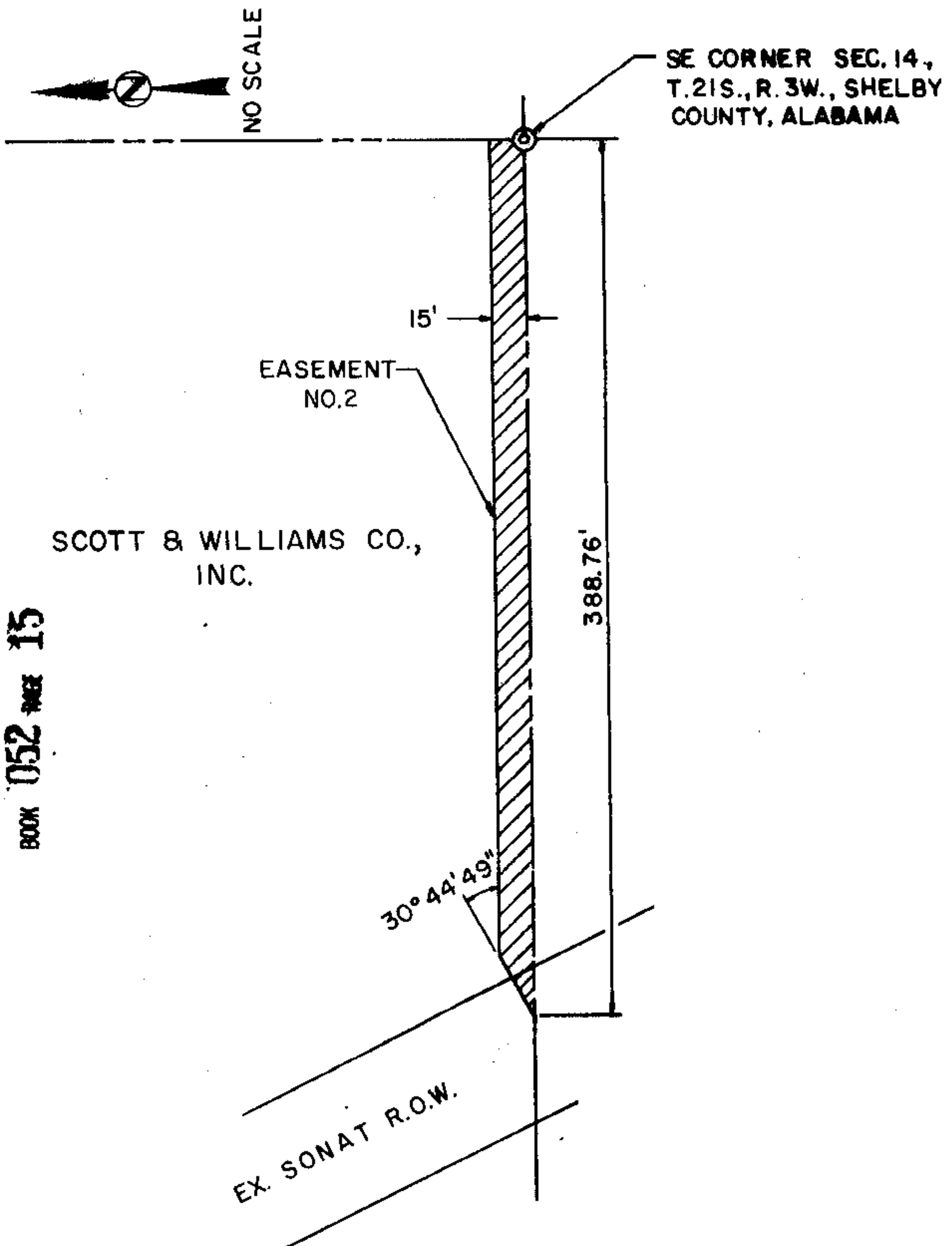
A. C. Scott

Sworn and subscribed before me this  
the 3rd day of December, 1985.

*David R. Hunsburg* Notary Public  
My Commission Expires: 3/14/89



SKETCH OF EASEMENT NO. 1 GRANTED TO  
ALABASTER WATER AND GAS BOARD  
ACROSS SCOTT & WILLIAMS CO., INC. PROPERTY



SKETCH OF EASEMENT NO. 2 GRANTED TO  
ALABASTER WATER AND GAS BOARD  
ACROSS SCOTT & WILLIAMS CO., INC. PROPERTY

STATE OF ALA. SHELBY CO. I CERTIFY THIS INSTRUMENT WAS FILED  1985 DEC -9 AM 8:29  <i>Thomas A. Shandling, Jr.</i> JUDGE OF PROBATE	RECORDING FEES	
	Mortgage Tax	\$ _____
	Deed Tax	_____
	Mineral Tax	_____
	Recording Fee	40.00
	Index Fee	1.00
TOTAL	\$ 11.00	