

STATE OF GEORGIA)

1360

COUNTY OF FULTON)

AFFIDAVIT

Before me, the undersigned Notary Public, personally appeared Albert L. Scott, Jr., who being first duly sworn and deposed saith as follows:

The Alabaster Water & Gas Board, Alabaster, Alabama, has asked the owner of certain land to sign an Agreement for a water line easement over certain land in Shelby County, Alabama more particularly described as set out in Exhibit "A", attached hereto and incorporated herein. The subject land is held in trust and the name of the trustees of 100% of the property made the subject of this easement is as follows, to wit:

BOOK 200 PAGE 01

CAROLINE S. WALTERS, ALBERT L. SCOTT, JR., WILLIAM G. SCOTT, MARGARET S. JONES AND ROBERT W. SCOTT, as Trustees under the Caroline Bailie Scott Grandchildren Trust, dated December 31, 1979, and recorded in Deed Book 324, page 251, in the Office of the Judge of Probate of Shelby County, Alabama; and CAROLINE S. WALTERS, ALBERT L. SCOTT, JR., WILLIAM G. SCOTT, MARGARET S. JONES AND ROBERT W. SCOTT, as Trustees under the Caroline Bailie Scott Grandchildren Trust, dated December 31, 1979, and recorded in Deed Book 324, page 251, in the Office of the Judge of Probate of Shelby County, Alabama, in Trust for the use and benefit of William Gunter Scott, Jr., Evan W. Scott, Jordan Elizabeth Scott, Brian Scott Jones, Courtney Marie Scott, Ashley E. Jones; and CAROLINE S. WALTERS, ALBERT L. SCOTT, JR., WILLIAM G. SCOTT, MARGARET S. JONES AND ROBERT W. SCOTT, as Trustees under the Caroline Bailie Scott Grandchildren Trust, dated December 31, 1979, and recorded in Deed Book 324, page 251, in the Office of the Judge of Probate of Shelby County, Alabama, for the benefit of Caroline Gibbs Walters, Jane Elizabeth Walters, Laura Amelia Walters, William Gunter Scott, Jr., Courtney Marie Scott, Brian Scott Jones, Elena Kristine Scott, Robert Brandon Scott, Ashley E. Jones, Katherine Alison Scott, Jordon Elizabeth Scott

Done this 27th day of May, 1988.

Albert L. Scott, Jr.

STATE OF GEORGIA)
FULTON COUNTY)

I, the undersigned, a Notary Public in and for said Parish, in said State, hereby certify that Albert L. Scott, Jr. whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27th day of May, 1988.

(NOTARIAL SEAL)

Wanda F. Wood
Notary Public

Notary Public, Georgia, State At Large
My Commission Expires Sept. 1, 1988

Don Sax

EXHIBIT "A" (page one)

**AGREEMENT
FOR
WATER LINE EASEMENT**

STATE OF ALABAMA

COUNTY OF SHELBY

THIS AGREEMENT, made and entered into on this the _____ day of _____, 1988, by and between the Alabaster Water and Gas Board, Alabaster, Alabama, hereinafter called the Board, and Caroline S. Scott Et. AL., 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 an easement to construct and maintain a water main. The easement commences from a point at the intersection of Shelby County Road Number 44 North ROW and the west boundary of Section 34 in T20S R 3 W in Shelby County, Alabama. Proceed from said point in an easterly direction along the North ROW of County Road Number 44 a distance of 237.16 ft.± to a point of beginning on the North ROW of County Road Number 44 and 10 ft. east of the southeast corner of the parcel of land owned by Alabaster Water and Gas Board as referenced in Deed Book 265 Page 89. The line described from the point of beginning is the centerline of a 20 ft. utilities easement. Proceed from the point of beginning at an angle to the left of $91^{\circ}07'11''$ ± parallel to and 10 ft. east of the east boundary of the said Alabaster Water and Gas Board property a distance of 106.97 ft. to a point. Thence, turn an angle to the left of $86^{\circ}27'$ parallel to and 10 ft. north of the north boundary of said property owned by Alabaster Water and Gas Board as well as the property owned by Southern Natural Gas Company referenced in Deed Book 285 Page 174 a distance of 71.45 ft.± to a point. Thence, at an angle to the right of $86^{\circ}27'$, proceed in a northerly direction parallel to and 10 ft. east of the Southern Natural Gas Line Easement east boundary a distance of 818.32 ft.± to a point 10 ft. to the east of the west boundary of the property owned by Caroline S. Scott et. al. as referenced in Deed Book 213 Page 115 in Shelby County, Alabama said boundary also referred to as the west boundary of Section 34 in T 20S R 3 W in Shelby County, Alabama. Thence, proceed in a northerly direction and parallel to and 10 ft. to the east of the said west boundary of the Scott et. al. property to a point on the north boundary of the said Scott et. al. property and 10 ft. east of the Northwest corner of the NW¼ of the SE¼ of Section 34 in T 20S R 3 W.
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.

BOOK 200 PAGE 02

EXHIBIT "A" (page two)

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 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.
6. 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.

EXHIBIT "A" (page three)

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 Caroline S. Scott Et. AL., do 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 _____

Sworn and subscribed before me this
the _____ day of _____, 1988.

Notary Public

My Commission Expires:

OWNERS

Sworn and subscribed before me this
the _____ day of _____, 1988.

Notary Public

My Commission Expires:

RECORDING FEES
Recording Fee \$ 10.00
Index Fee 1.00
TOTAL 11.00

STATE OF ALA. SH1181
I CERTIFY THIS
INSTRUMENT WAS FILED

88 AUG 18 AM 8:51

Thomas A. Swindler, Jr.
JUDGE OF PROBATE