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STATE OF ALABAMA )  
SHELBY COUNTY )

THIS AGREEMENT MADE AND ENTERED INTO by and between ALABASTER LIME COMPANY, (a partnership composed of George L. Scott, Sr., George L. Scott, Jr. and A. L. Scott), which partnership is hereinafter called "Company", and ALABASTER WATER & GAS BOARD, a public corporation, which corporation is hereinafter called "Board";

W I T N E S S E T H T H A T:

The COMPANY does hereby grant to the BOARD the right, license and privilege to take, use, treat, distribute and sell such water as it shall see fit; in the operation and conduct of the business of its waterworks and distribution system in and near Alabaster, Alabama, from the abandoned quarry of the COMPANY situated in the Northwest Quarter of Southeast Quarter, Section 35, Township 20, South of Range 3 West, in Shelby County, Alabama; subject at all times to the terms, conditions and provisions herein elsewhere set out; and, for the purpose aforesaid, the Board shall have the right, license and privilege to construct, maintain and operate an intake in said quarry and an easement to lay, construct and maintain a pipe line over, along and across other lands of the COMPANY from the quarry for the purpose of transmitting said water so taken into its distribution system.

The grant of the license, permission and privileges by the COMPANY to the BOARD hereunder are on the following terms and conditions, viz.:

1. The BOARD shall pay to the COMPANY on or before the 10th day of each and every month, commencing with the month following the first month during which the BOARD takes water from said quarry, a sum equal to One and <sup>one-half (1 1/2)</sup> / cents for each One Thousand (1000) gallons of water taken by the BOARD from said quarry during the next preceding calendar month. The BOARD shall, for the purpose of computing said monthly payments, provide at all times a reasonably accu-

rate means of measurement of water taken by it from said quarry and shall, with each monthly payment hereunder, submit to the COMPANY a verified statement showing the number of gallons of water taken by it during the next preceding calendar month. The COMPANY shall at all reasonable times be given access to the records of the BOARD for the purpose of verification of said statements and payments.

2. The exercise by the Board of the rights, licenses, privileges and easement hereby granted shall, at all times, be and remain subject to the rights of the COMPANY, its successors and assigns, to operate its business including, without being limited to, its quarrying operations; and the BOARD shall at all times hold and exercise any and every right acquired hereunder so as not to interfere with, impede or, in any manner, disturb the operations of the COMPANY, its successors and assigns; and, the COMPANY shall not be liable to the BOARD nor to any other person, firm or corporation, for any damages to the property, rights or privileges of the BOARD sustained, or alleged to have been sustained, by reason of any act of the COMPANY, its members, officers, agents, servants, employees, successors or assigns, in the conduct of its quarrying, processing, manufacturing or any other business on the property herein described or on any other property; and the BOARD does hereby release and forever discharge the Company, its successors and assigns, and its or their members, officers, agents, servants and employees from any and all such liability and claims.

3. The BOARD does covenant and agree that it will, at all times, indemnify and hold harmless, the COMPANY, its successors and assigns, from and against any liability, claim, suit and from and against any expense in connection therewith, arising out of the exercise by the BOARD of any right, license or privilege hereunder.

4. It is understood and agreed that the right of the Board to take water from said quarry is not an exclusive right but is to be exercised by the Board subject to the rights of the Company, its successors and assigns, and the rights of Pure Carbonic, Incorporated,



its successors and assigns. The Company does not hereby warrant that there shall, at any time, be water available in said quarry for use by Board, and shall not at any time be liable to the Board for any diminution or failure of said water supply from any cause whatsoever.

5. It is expressly understood and agreed that all rights of BOARD hereunder to make any use of any property, including any easement, is subject to the rights of the COMPANY, its successors and assigns, in the operations hereinabove stated; and if any such use by the BOARD, including the location, existence or maintenance of any structure, pipe line, appliance or facility of any kind, shall interfere with the quarrying or any other operations by the COMPANY, its successors and assigns, the BOARD will, at its own expense and without delay, remove and re-locate such structure, pipe line or facility, so as not to interfere in any way with the conduct of quarrying or of any other operations of COMPANY or of its successors and assigns.

6. All rights and obligations hereunder shall, respectively, enure to and be binding upon, the parties hereto, and their respective successors, grantees and assigns.

IN WITNESS WHEREOF, Alabaster Lime Company, a partnership, has caused this agreement to be executed by Geo. L. Scott, Jr., one of the partners, who is thereunto duly authorized; and the Alabaster Water & Gas Board has caused this agreement to be executed for it and in its name and behalf by A. W. M. FARRIS, its Chairman, and attested and its corporate seal affixed by W. GRAY TONES, its Secretary, each of whom is thereunto duly authorized, this the 7th day of MAY, 1956.

ALABASTER LIME COMPANY

By Geo. L. Scott, Jr.  
Partner

ALABASTER WATER & GAS BOARD

By W. M. Farris  
Its Chairman

ATTEST:

W. Gray Tones  
Secretary

STATE OF ALABAMA, SHELBY COUNTY

I, L. C. Walker, Judge of Probate, hereby certify that the within agreement was filed for record the 8 day of May 1956 at 8 o'clock P.M. and recorded in Deed Record 129 Page 124 and the Mortgage Tax of Deed Tax of        has been paid.

       Judge of Probate